



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

January 27, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 8 2 2025

CITY OF NOME
CLERKS DEPARTMENT RECEIVED

JAN 28 2025

CITY OF NOME
CLERKS DEPARTMENT

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2025 Municipal Property Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
9. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2025 Applications for Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
SAVOONGA | SHAKTOOLIK | SHISHMAREF | SOLOMON | STEBBINS | TELLER | UNALAKLEET | WALES | WHITE MOUNTAIN

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281
102 Division Street
Nome, Alaska 99762-281
(907)443-6663 (907)443-5345 fax

RECEIVED
JAN 2 10 025
CITY OF NOME
CLERKS DEPARTMENT

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than **February 1** of the assessment year for which the exemption is sought.
- A **separate application** must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address	<u>PO Box 966</u>	City	<u>Nome</u>	State	<u>AK</u>
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION?		<u>YES</u>		NO	
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST?		<u>YES</u>		NO	
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST?		<u>YES</u>		NO	

2. Type of Exemption Requested:

REAL PROPERTY ☒ **PERSONAL PROPERTY** ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block Tract A 190.1.059 (The Norton Sound Regional Hospital "Main Campus")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

- (b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

- (a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

N/A

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation

APPLICANT

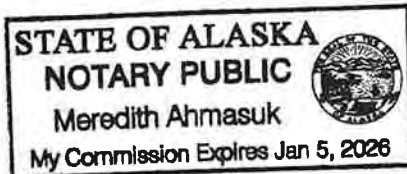
[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January, 2025

[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: The Norton Sound Regional Hospital "Main Campus"
Legal Description: Tract A, 190.1.059

4) **Basis for Exemption:** AS 29.45.030(a)(3) ("Charitable Purposes" and "Hospital Purposes" exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) **Uses of parcel and personal property:**

The Norton Sound Regional Hospital – Main Campus ("Main Campus") is owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC's integrated health care system serving the Bering Strait Region pursuant to NSHC's agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. NSHC is the only healthcare system serving the Bering Strait Region. NSHC operates this property pursuant to its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC's ISDEAA agreement.

NSHC uses the NSRH Main Campus exclusively for delivery of health care services, including medical and surgical treatment, nursing care, and related services.

This property was deemed Municipal Tax Exempt in 2024. The Kotzebue Superior Court held that the cafeteria portion, in particular, of the Main Campus was exempt from municipal property tax in litigation between NSHC and the City of Nome for the 2023 tax year. *See NSHC v. City of Nome Equalization Board*, No. 2NO-23-156CI (Jan. 16, 2025) (Memorandum and Decision) at p. 12 (exempt under federal law). This decision has preclusive effect despite any appeal the City may take of the decision with respect to the cafeteria portion of the Main Campus. *Rapoport v. Tesoro Alaska Petroleum Co.*, 794 P.2d 949, 951–52 (Alaska 1990).



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CLERKS DEPARTMENT**

JAN 28 2025

**CITY OF NOME
CLERKS DEPARTMENT**

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2025 Municipal Property Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
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Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
SAVOONGA | SHAKTOOLIK | SHISHMAREF | SOLOMON | STEBBINS | TELLER | UNALAKLEET | WALES | WHITE MOUNTAIN

CITY OF NOME, ALASKA

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CITY OF NOME
CLERKS DEPARTMENT

N/A

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

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- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY ☒

PERSONAL PROPERTY ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 91 Lot 3 & 4 001.221.05A (The "7-Plex")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary, corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

- (b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

- (a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

see attached

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption: _____

see attached

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

N/A

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation

APPLICANT

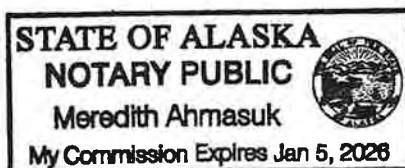
Angie Golen
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January, 2025

Meredith Ahmasuk

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: The "7-Plex"
Legal Description: Block 91, Lot 3&4, 001.221.05A

4) Basis for Exemption: AS 29.45.030(a)(3) ("Charitable Purposes" and "Hospital Purposes" exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) Uses of parcel and personal property:

The 7-Plex is owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC's integrated health care system serving the Bering Strait Region pursuant to NSHC's agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. ("ISDEAA"). NSHC is the only healthcare system serving the Bering Strait Region.

NSHC is required to provide support services including staff housing under its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC's ISDEAA agreement.

NSHC uses the 7-Plex to provide housing to employees of the hospital, including doctors and nurses. This property is located within walking distance of the main hospital facility. NSHC also uses the 7-Plex to provide housing to doctors and nurses from various agencies, referred to as "Contract Labor" or "locums." Housing at the 7-Plex is necessary, integral, and directly connected to NSHC's operation of its hospital; without housing the hospital could not sufficiently staff and support its operations to provide essential healthcare services. Two units are used for New Hires (for whom no rent is charged for 30 days; after 30 days, New Hires are charged daily rental amount and, if unable to find suitable housing, may enter into a lease agreement). Two units are reserved for Medical Staff Students (for whom no rent is charged). One unit is occupied by Contract Labor Staff (for whom no rent is charged). And two units are being leased to NSHC medical professionals (monthly rent is collected for these two units). The rent charged does not include costs such as maintenance, snow removal, insurance, or depreciation. NSHC does not intend to make a profit, and in fact does not generate a profit, from its operation of the 7-Plex.

The Kotzebue Superior Court held that this parcel was exempt from municipal property tax in litigation between NSHC and the City of Nome ("City") for the 2022 tax year and for the 2023 tax year. *See NSHC v. City of Nome*, No. 2NO-22-95CI (July 18, 2023) (Memorandum Decision) at pp. 16 (hospital purposes), pp. 19, (charitable purposes), 24 (federal preemption); *NSHC v. City of Nome Equalization Board*, No. 2NO-23-156CI (Jan. 16, 2025) (Memorandum and Decision) at pp. 9, 19 (hospital purposes, charitable purposes, federal preemption). These decisions have preclusive effect despite the City's appeal of the decision with respect to the 7-Plex in the 2022 case, which appeal is pending, and any appeal the City may take with respect to the 2023 case. *Rapoport v. Tesoro Alaska Petroleum Co.*, 794 P.2d 949, 951-52 (Alaska 1990).

**NSHC 7-PLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
7-Plex 19516**

	FY23	FY24
Income:		
105(l) Lease Revenue	58,395.00	166,423.00
Rental Income	72,639.04	50,699.42
Total Income	131,034.04	217,122.42
Expenses:		
Heating Fuel	18,057.42	13,967.27
Utilities	14,201.15	1,466.07
Telephone/Internet	6,930.25	15,540.00
Prop Tax	10,735.20	11,757.60
Consulting & Purchased Svcs	4,225.00	600.00
Supplies	3,410.33	10,374.00
Insurance	13,180.00	6,313.00
Depreciation	27,467.80	27,467.80
Equip Purchases		
Equip, Repairs & Maintenance	766.16	609.31
105(l) Lease Restricted Reserve	58,395.00	166,423.00
Freight	805.21	1,411.29
Total Expense	158,173.52	255,929.34
Excess Rev over (under) Expenses	(27,139.48)	(38,806.92)



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Regards,

Dan Pardee, CFO

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BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
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CITY OF NOME, ALASKA

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CITY OF NOME
CLERKS DEPARTMENT

Type text here

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

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Address PO Box 966 City Nome State AK
 HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
 HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
 HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY ☒ PERSONAL PROPERTY ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 33 Lot 19 001.131.01A (The "Kusqii House")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

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see attached

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: _____

N/A

N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption: _____

N/A

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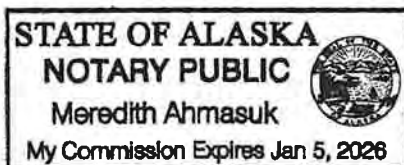
Norton Sound Health Corporation

APPLICANT

Cherie G. W. [Signature]
PREPARED

STATE OF ALASKA)
SECOND JUDICIAL DISTRICT)ss

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January, 2025



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26

City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: The "Kusqii House"
Legal Description: Block 33, Lot 19, 001.131.01A

4) Basis for Exemption: AS 29.45.030(a)(3) ("Charitable Purposes" and "Hospital Purposes" exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) Uses of parcel and personal property:

The Kusqii House is owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC's integrated health care system serving the Bering Strait Region pursuant to NSHC's agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. NSHC is the only healthcare system serving the Bering Strait Region. NSHC operates this property pursuant to its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC's ISDEAA agreement.

NSHC uses the Kusqii House to provide transitional housing as part of NSHC's Behavioral Health Services. Patients that are enrolled in NSHC's Intensive Outpatient Services Program are first housed at the Patient Hostel, and as the patients progress through the program and gain independence, they may move into the Kusqii House for more independent living. Housing at the Kusqii House allows these patients to seek employment, continue to receive Behavioral Health Services and, eventually, reintegrate into society. NSHC collects no rent from these patients. The Kusqii House is integrated into, and necessary for, the delivery of effective services.

This property was deemed Municipal Tax Exempt in 2024.

**NSHC KUSQII HOUSE
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Kusqii House 19556**

	FY23	FY24
Income:		
105(I) Lease Revenue	35,677.00	101,318.00
Rental Income	-	-
Total Income	35,677.00	101,318.00
Expenses:		
Heating Fuel	6,251.20	7,328.58
Utilities	8,164.93	6,387.32
Telephone/Internet	5,579.37	1,077.54
Prop Tax	5,418.00	-
Consulting & Purchased Svcs	-	3,619.00
Supplies	1,405.22	1,643.53
Insurance	649.68	719.00
Depreciation	-	-
Equip Purchases	-	-
Equip, Repairs & Maintenance	19.26	27.00
105(I) Lease Restricted Reserve	35,677.00	101,318.00
Freight	-	-
Total Expense	63,164.66	122,119.97
Excess Rev over (under) Expenses	(27,487.66)	(20,801.97)



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

January 27, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 8 2 2025

**CITY OF NOME
CLERKS DEPARTMENT**

JAN 28 2025

**CITY OF NOME
CLERKS DEPARTMENT**

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2025 Municipal Property Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
9. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2025 Applications for Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
SAVOONGA | SHAKTOOLIK | SHISHMAREF | SOLOMON | STEBBINS | TELLER | UNALAKLEET | WALES | WHITE MOUNTAIN

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281
102 Division Street
Nome, Alaska 99762-281
(907)443-6663 (907)443-5345 fax

RECEIVED

JAN 20 2025

CITY OF NOME
CLERK'S DEPARTMENT

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than **February 1** of the assessment year for which the exemption is sought.
- A **separate application** must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY ☒ **PERSONAL PROPERTY** ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 110 Lot 1-2 001.211.03A (The "Pre-Maternal Home" or "Patient Hostel West")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

- (b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

- (a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

N/A text here

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

N/A

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation

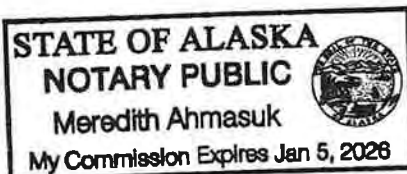
APPLICANT

[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January, 2025

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: The "Pre-Maternal Home" (a.k.a. the "Patient Hostel West")
Legal Description: Block 110, Lot 1-2, 001.211.03A

4) Basis for Exemption: AS 29.45.030(a)(3) ("Charitable Purposes" and "Hospital Purposes" exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) Uses of parcel and personal property:

Previously known as the BHS Building, the "Pre-Maternal Home" or "Patient Hostel West" is owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC's integrated health care system serving the Bering Strait Region pursuant to NSHC's agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. NSHC is the only healthcare system serving the Bering Strait Region. NSHC operates this property pursuant to its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC's ISDEAA agreement.

NSHC uses the Pre-Maternal Home to provide housing to pre-maternity patients undergoing medical treatment. NSHC also uses the property for additional patient lodging when necessary. The Pre-Maternal Home is integrated into, and necessary for, the delivery of effective care. NSHC completed renovations in mid-August 2024, and began using the property for the current uses on August 22, 2024. Prior to the approximately year-long renovation, NSHC used the property for storage.

The Kotzebue Superior Court held that a parcel similarly used for patient housing (the "Patient Hostel") was exempt from municipal property tax in litigation between NSHC and the City of Nome ("City") for the 2022 tax year. *See Norton Sound Health Corporation v. City of Nome*, No. 2NO-22-95CI (July 18, 2023) (Memorandum Decision) at pp. 16 (hospital purposes), pp. 19, (charitable purposes), 24 (federal preemption). The City did not appeal the decision with respect to the Patient Hostel, and the decision precludes the City from relitigating the exempt status of properties used by NSHC for similar purposes.



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

January 27, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 28 2025

CITY OF NOME
CLERKS DEPARTMENT

JAN 28 2025

CITY OF NOME
CLERKS DEPARTMENT

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2025 Municipal Property Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
9. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2025 Applications for Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
SAVOONGA | SHAKTOOLIK | SHISHMAREF | SOLOMON | STEBBINS | TELLER | UNALAKLEET | WALES | WHITE MOUNTAIN

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281
102 Division Street
Nome, Alaska 99762-281
(907)443-6663 (907)443-5345 fax

RECEIVED

JAN 20 2025

CITY OF NOME
CLERK'S DEPARTMENT

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than **February 1** of the assessment year for which the exemption is sought.
- A **separate application** must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY ☒ **PERSONAL PROPERTY** ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 110 Lot 3A 001.211.03B (The "HAT Building")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

- (b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

- (a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

N/A

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation

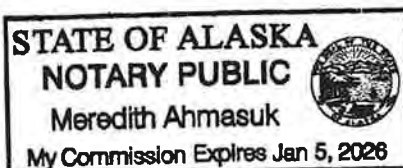
APPLICANT

[Signature]
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January, 2025

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: HAT Building
Legal Description: Block 110, Lot 3A, 001.211.03B

4) Basis for Exemption: AS 29.45.030(a)(3) (“Charitable Purposes” and “Hospital Purposes” exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) Uses of parcel and personal property:

The HAT (Health Aide Training) Building is owned by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC’s integrated health care system serving the Bering Strait Region pursuant to NSHC’s agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. NSHC is the only healthcare system serving the Bering Strait Region.

As of December 1, 2024, this building is vacant. NSHC will renovate the property this spring and summer for its intended use to support families of patients enrolled in the Intensive Outpatient Services program. The use is similar to the Patient Hostel, and will enable NSHC to provide housing to families from the surrounding Villages so that they can support family member patients in the program. The HAT Building will be integrated into, and necessary for, the delivery of effective care. NSHC is required under its Funding Agreement to provide lodging for patients, family members of patients, and/or their escorts.

The Kotzebue Superior Court held in litigation between NSHC and the City of Nome (“City”) for the 2023 tax year that a temporarily vacant property under renovation for a future exempt use for hospital or charitable purposes, and which was previously used for exempt hospital or charitable purposes, is exempt. *See NSHC v. City of Nome Equalization Board*, No. 2NO-23-156CI (Jan. 16, 2025) (Memorandum and Decision) at p. 13 (“BHS Property” exempt) [hereinafter the “2023 Decision”]. The 2023 Decision has preclusive effect despite any appeal the City may take of the decision with respect to the BHS Property. *Rapoport v. Tesoro Alaska Petroleum Co.*, 794 P.2d 949, 951–52 (Alaska 1990). NSHC previously used, and will use upon completion of renovation, use HAT Building for exempt hospital and charitable purposes and to carry out its ISDEAA agreement.

With regard to its prior exempt use, NSHC previously used the HAT Building by leasing it to the State of Alaska, a tax-exempt government entity, for the State’s operation of its public health nursing. The Kotzebue Superior Court, in the 2023 Decision, held that the HAT Building was entirely exempt. *See* 2023 Decision at pp. 14–15, 19. Further, this property was deemed Municipal Tax Exempt in 2022.

And with regard to its future intended exempt use, the Kotzebue Superior Court held that a parcel similarly used, in part (the “Patient Hostel”), to provide housing to patients, was exempt from municipal property tax in litigation between NSHC and the City for the 2022 tax year. *See NSHC v. City of Nome*, No. 2NO-22-95CI (July 18, 2023) (Memorandum Decision) at pp. 16 (hospital purposes), pp. 19, (charitable purposes), 24 (federal preemption). The Court specifically noted the Funding Agreement requirement that NSHC provide patient, family, and escort housing. *Id.* at p. 22. The City did not appeal the decision with respect to this parcel, and the decision precludes the City from relitigating the exempt status of properties used for similar purposes.



**NORTON SOUND
HEALTH CORPORATION**

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January 27, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 8 2 2025

**CITY OF NOME
CLERKS DEPARTMENT**

JAN 28 2025

**CITY OF NOME
CLERKS DEPARTMENT**

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2025 Municipal Property Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
9. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2025 Applications for Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
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CITY OF NOME, ALASKA

Office of the City Clerk

P.O. Box 281

102 Division Street

Nome, Alaska 99762-281

(907)443-6663 (907)443-5345 fax

RECEIVED

JAN 28 2025

CITY OF NOME
CLERKS DEPARTMENT

/ N/A

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than **February 1** of the assessment year for which the exemption is sought.
- A **separate application** must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address PO Box 966 City Nome State AK
 HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
 HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
 HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY ☒ **PERSONAL PROPERTY** ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 116 Lot 1A 001.115.01 ("Patient Hostel, Wellness Center, Operations Buildings")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

- (b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

- (a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption: _____

~~N/A~~

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

N/A

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

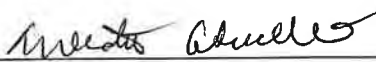
Norton Sound Health Corporation

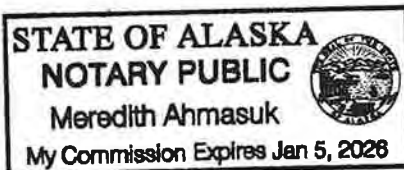
APPLICANT


PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January, 2025


NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: Patient Hostel, Wellness Center, and Operations Buildings
Legal Description: Block 116, Lot 1A, 001.115.01

- 4) **Basis for Exemption:** AS 29.45.030(a)(3) (“Charitable Purposes” and “Hospital Purposes” exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) **Uses of parcel and personal property:**

There are three buildings located on this parcel. The buildings are owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC’s integrated health care system serving the Bering Strait Region pursuant to NSHC’s agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. NSHC is the only healthcare system serving the Bering Strait Region. NSHC operates this property pursuant to its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC’s ISDEAA agreement.

- (1) **Patient Hostel:** NSHC uses the Patient Hostel, directly across the street from the main hospital building, to provide housing to patients undergoing medical treatment, including pre-admission and maternity patients. The Patient Hostel is integrated into, and necessary for, the delivery of effective care.
- (2) **Wellness Center:** NSHC uses the Wellness Center, which is adjacent to the Patient Hostel, to provide Behavioral Health Services, Tribal Healing and Wellness Services, the Day Shelter, and Regional Training for EMS/EMTs and Health Aides. The Wellness Center includes space for the Sobering Center/Social Detoxification Services. The activities in the Wellness Center are part of the licensed operations of the NSHC hospital for the provision of continuum of care services.
- (3) **Operations Building:** This building is occupied by staff for NSHC’s Maintenance, Sanitation, and Corporate Housing departments. This building is vital to servicing NSHC Nome and Village Clinic operations for delivering healthcare in the region.

The Kotzebue Superior Court held that this parcel was exempt from municipal property tax in litigation between NSHC and the City of Nome (“City”) for the 2022 tax year. *See Norton Sound Health Corporation v. City of Nome*, No. 2NO-22-95CI (July 18, 2023) (Memorandum Decision) at pp. 16 (hospital purposes), pp. 19, (charitable purposes), 24 (federal preemption). The City did not appeal the decision with respect to this parcel, and the decision precludes the City from relitigating its exempt status.

This property was deemed Municipal Tax Exempt in 2024.



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

January 27, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 8 2 2025

**CITY OF NOME
CLERKS DEPARTMENT**

JAN 28 2025

**CITY OF NOME
CLERKS DEPARTMENT**

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2025 Municipal Property Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
9. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2025 Applications for Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
SAVOONGA | SHAKTOOLIK | SHISHMAREF | SOLOMON | STEBBINS | TELLER | UNALAKLEET | WALES | WHITE MOUNTAIN

CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281
102 Division Street
Nome, Alaska 99762-281
(907)443-6663 (907)443-5345 fax

RECEIVED
JAN 28 2025
CITY OF NOME
CLERKS DEPARTMENT

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than **February 1** of the assessment year for which the exemption is sought.
- A **separate application** must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES NO
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES NO
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? YES NO

2. Type of Exemption Requested:

REAL PROPERTY ☒ PERSONAL PROPERTY ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 118 Lot 7 001.118.07 (The "Nome Duplex")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

- (b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

- (a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

see attached

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: _____

N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption: _____

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

See attachment

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation

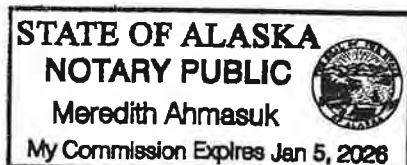
APPLICANT

Cherie Green
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January, 2025

Meredith Ahmasuk
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: The "Nome Duplex"
Legal Description: Block 118, Lot 7, 001.118.07

4) **Basis for Exemption:** AS 29.45.030(a)(3) ("Charitable Purposes" and "Hospital Purposes" exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) **Uses of parcel and personal property:**

The Nome Duplex is owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC's integrated health care system serving the Bering Strait Region pursuant to NSHC's agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. ("ISDEAA"). NSHC is the only healthcare system serving the Bering Strait Region.

NSHC is required to provide support services including staff housing under its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC's ISDEAA agreement.

NSHC uses the Nome Duplex to provide corporate housing. NSHC acquired the Nome Duplex on July 5, 2024, and the property was placed into service on or about September 1, 2024. Housing at the Nome Duplex is necessary, integral, and directly connected to NSHC's operation of its hospital; without housing the hospital could not sufficiently staff and support its operations to provide essential healthcare services. The current occupants are Contract Staff and members of NSHC's Air and Ground Ambulance Services team. NSHC collects no rent from these persons.

The Kotzebue Superior Court held that similarly-used parcels (the "7-Plex" and "20-Plex") were exempt from municipal property tax in litigation between NSHC and the City of Nome ("City") for the 2022 tax year and 2023 tax year. See *NSHC v. City of Nome*, No. 2NO-22-95CI (July 18, 2023) (Memorandum Decision) at pp. 16 (hospital purposes), pp. 19, (charitable purposes), 24 (federal preemption) (all for the 7-Plex); *NSHC v. City of Nome Equalization Board*, No. 2NO-23-156CI (Jan. 16, 2025) (Memorandum and Decision) at pp. 9, 19 (holding 7-Plex, and 20-Plex, except units used for non-NSHC affiliated persons, exempt under the hospital and charitable purposes exemptions of AS 29.45.030(a)(3); and that 7-Plex, and all units of 20-Plex, including units for non-NSHC affiliated persons, exempt under federal law). This decision has preclusive effect despite the City's appeal of the 2022 decision with respect to the 7-Plex, which appeal is pending, and any appeal taken as to the 2023 decision with respect to the 7-Plex or 20-Plex. *Rapoport v. Tesoro Alaska Petroleum Co.*, 794 P.2d 949, 951-52 (Alaska 1990).

N/A

**NSHC NOME DUPLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Nome Duplex 19513**

	<u>FY24</u>
Income:	
105(I) Lease Revenue	-
Rental Income	-
Total Income	-
Expenses:	
Heating Fuel	
Utilities	880.92
Telephone/Internet	185.00
Prop Tax	5,125.69
Consulting & Purchased Svcs	612.00
Supplies	120.00
Insurance	513.00
Depreciation	26,271.18
Equip Purchases	2,550.00
Equip, Repairs & Maintenance	-
105(I) Lease Restricted Reserve	-
Freight	-
Total Expense	<u>36,257.79</u>
Excess Rev over (under) Expenses	<u><u>(36,257.79)</u></u>



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

January 27, 2025

RECEIVED

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

JAN 28 2025
CITY OF NOME
CLERKS DEPARTMENT RECEIVED

JAN 28 2025
CITY OF NOME
CLERKS DEPARTMENT

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

Please accept Norton Sound Health Corporation applications for 2025 Municipal Property Tax Exemptions, under Alaska Statute 29.45.030(a)(3); AS 29.45.030(a)(8); NC 17.20.020(a)(1); federal preemption; sovereign immunity for the following properties:

1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
9. Block Tract A 190.1.059

Direct all future correspondence for the above listed properties and accompanying 2025 Applications for Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
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CITY OF NOME, ALASKA

Office of the City Clerk
P.O. Box 281
102 Division Street
Nome, Alaska 99762-281
(907)443-6663 (907)443-5345 fax

RECEIVED
JAN 21 2025
CITY OF NOME
CLERKS DEPARTMENT

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than **February 1** of the assessment year for which the exemption is sought.
- A **separate application** must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address PO Box 966 City Nome State AK
HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES
HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES
HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? NO

2. Type of Exemption Requested:

REAL PROPERTY ☒

PERSONAL PROPERTY ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):

Block 127 Lot 7A 001.201.05 (The "West Campus")

4. Basis for Exemption Requested: See attachment

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attachment

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

- (a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

- (b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

- (a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

N/A

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: _____

N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption: _____

N/A

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

N/A

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025.

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation

APPLICANT

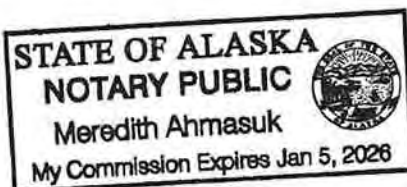
[Signature]
PREPARED

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at NOME
On this 27 day of January, 2025

[Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: West Campus
Legal Description: Block 127, Lot 7A, 001.201.05

4) Basis for Exemption: AS 29.45.030(a)(3) ("Charitable Purposes" and "Hospital Purposes" exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) Uses of parcel and personal property:

The West Campus is owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC's integrated health care system serving the Bering Strait Region pursuant to NSHC's agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. NSHC is the only healthcare system serving the Bering Strait Region.

NSHC uses the West Campus to store essential equipment and supplies for the operation of the hospital. Storage is necessary and incidental to the operation of the hospital and constitutes integral support. There is no other use of the property. NSHC operates this property pursuant to its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC's ISDEAA agreement.

The Kotzebue Superior Court held that this parcel was exempt from municipal property tax in litigation between NSHC and the City of Nome ("City") for the 2022 tax year. *See Norton Sound Health Corporation v. City of Nome*, No. 2NO-22-95CI (July 18, 2023) (Memorandum Decision) at pp. 16 (hospital purposes), pp. 19, (charitable purposes), 24 (federal preemption). The City did not appeal the decision with respect to this parcel, and the decision precludes the City from relitigating the exempt status of the West Campus.

This property was deemed Municipal Tax Exempt in 2024.



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

January 27, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

RECEIVED

JAN 28 2025

CITY OF NOME
CLERKS DEPARTMENT RECEIVED

JAN 28 2025

CITY OF NOME
CLERKS DEPARTMENT

Re: 2025 Applications for Municipal Property Tax Exemption

To Whom it May Concern:

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1. Block 91 Lot 3 & 4 001.221.05A
2. Block MS 1298 192.1.085
3. Block 33 Lot 19 001.131.01A
4. Block 116 Lot 1A 001.115.01
5. Block 118 Lot 7 001.118.07
6. Block 110 Lot 3A 001.211.03B
7. Block 110 Lot 1-2 001.211.03A
8. Block 127 Lot 7A 001.201.05
9. Block Tract A 190.1.059

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Regards,

Dan Pardee, CFO

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

BREVIG MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
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CITY OF NOME, ALASKA

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(907)443-6663 (907)443-5345 fax

RECEIVED

JAN 28 2025

CITY OF NOME
CLERKS DEPARTMENT

2025 APPLICATION FOR MUNICIPAL PROPERTY TAX EXEMPTION

GENERAL INFORMATION:

- The applicant must file this application no later than **February 1** of the assessment year for which the exemption is sought.
- A **separate application** must be filed for each legally described lot or parcel of real property.
- The City Clerk as local assessor may at any time require additional information and proof, in whatever form he or she considers necessary, or the legal right and the amount of the exemption claimed.
- The applicant shall have the burden of establishing eligibility for an exemption, and the exemption ordinance and statutes shall be strictly construed in favor of taxation.
- Copies of the State statute (29.45.030) and Nome Code of Ordinances (17.10 – 17.30) pertaining to exemptions are available at Nome City Hall upon request.

1. **Applicant:** Norton Sound Health Corporation, Phone: 907-443-3337

Address PO Box 966 City Nome State AK
 HAVE YOU PREVIOUSLY APPLIED FOR TAX EXEMPTION? YES
 HAVE YOU BEEN DENIED FOR EXEMPTION IN THE PAST? YES
 HAVE YOU BEEN PARTIALLY EXEMPTED IN THE PAST? NO

2. Type of Exemption Requested:

REAL PROPERTY ☒ **PERSONAL PROPERTY** ☒

3. Legal Description Real Property or Personal Property Claimed for Exemption & Tax Lot Number (one parcel per application):
Block MS 1298 192.1.085 (The "20-Plex")

4. Basis for Exemption Requested: See attached

5. For each parcel of land or item of personal property claimed exempt, describe each and every use and activity during the entire calendar year preceding the year for this requested exemption:

See attached

(Attach additional pages of description as necessary)

6. If any person or entity other than the applicant claims any legal or equitable interest in the property described above, please:

(a) Identify by full legal name and address each such person or entity, and describe the affiliation or interest claimed by each such person or entity (i.e. lessor, lessee, landlord, tenant, mortgagor, mortgagee, secured creditor, partner, joint venturer, parent or subsidiary corporation, tenancy by entirety or tenancy in common, franchisee, etc.): N/A

(Attach additional pages of description as necessary)

(b) Describe all uses and activities conducted on or with the property claimed for exemption, by the person or entity identified above as affiliated or interested:

N/A

7. If the property claimed for exemption generated revenues or in-kind benefits of any nature (including donations, contributions, custodial services, or contributions to utility services), please:

(a) Describe all uses and activities conducted on or with the property claimed exempt, by each and every person or entity contributing cash revenues or in-kind benefits of any nature:

see attached

(Attach additional pages of description as necessary)

- (b) Identify by full legal name and address each and every person or entity contributing cash revenues or in-kind benefits of any nature: N/A

(Attach additional pages of description as necessary)

- (c) Describe in detail the amount of cash revenues and/or the precise nature and frequency of in-kind benefits received during the entire calendar year preceding the year for this requested exemption, from all persons and entities having use of or conducting any activity on or with the property claimed for exemption:

see attached

8. If at any time during the entire calendar year preceding the year for this requested exemption, the property has been used for purposes other than legally exempt activities or uses, please provide precise quantification of space and time for each identified purpose or use:

N/A

9. Please include additional pages to describe, where applicable, the specific nature and extent of any claimed "Religious", "Charitable", or "Educational" purposes, the specific portions of real property "Exclusively" or "Solely" used for such purposes, any and all uses of clergy residences, leasing and rental arrangements, and any other matters pertaining to location, quantification and uses of the property claimed for exemption.

DATED this 27 day of January, Year 2025

Under penalty of perjury, the undersigned declares that he and/or she has examined this Application, including accompanying documents and statements, and to the best of his/her knowledge and belief, it is true, correct, and complete.

Norton Sound Health Corporation

APPLICANT

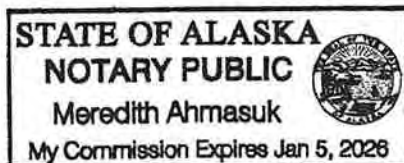
Angie Golen
PREPARER

STATE OF ALASKA)
)ss
SECOND JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to or affirmed before me at Nome
On this 27 day of January 2025

Meredith Ahmasuk

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires 1-5-26



City Clerk Use Only:

Received _____ No. _____

Issued: _____ Denied: _____

ATTACHMENT TO 2025 APPLICATION FOR MUNICIPAL TAX EXEMPTION

Norton Sound Health Corporation
PO Box 966
Nome, AK 99762

Re: The "20-Plex"
Legal Description: Block MS 1298, 192.1.085

4) **Basis for Exemption:** AS 29.45.030(a)(3) ("Charitable Purposes" and "Hospital Purposes" exemptions); AS 29.45.030(a)(8); NCO 17.20.020(a)(1); federal preemption

5) **Uses of parcel and personal property:**

The 20-Plex is owned and operated by the Norton Sound Health Corporation (NSHC), an Indian tribal governmental entity. NSHC uses the property exclusively for hospital and charitable purposes in its operation of NSHC's integrated health care system serving the Bering Strait Region pursuant to NSHC's agreement with the U.S. Indian Health Service (IHS) under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, et seq. ("ISDEAA"). NSHC is the only healthcare system serving the Bering Strait Region.

NSHC is required to provide support services including staff housing under its Funding Agreement with the IHS, entered into by NSHC and the IHS pursuant to NSHC's ISDEAA agreement.

NSHC uses the 20-Plex to provide housing to employees of the hospital, including doctors and nurses. This property is adjacent to the main hospital facility. NSHC also uses the 20-Plex to provide housing to doctors and nurses from various agencies, referred to as "Contract Labor" or locums. NSHC uses this property primarily for higher level Medical Staff (e.g., physicians, pharmacists, and Sexual Assault Response Team nurses). Housing at the 20-Plex is necessary, integral, and directly connected to NSHC's operation of its hospital; without housing the hospital could not sufficiently staff and support its operations to provide essential healthcare services. Two of the units are subject to long-term (1-year) leases. One unit is used for Contract Labor staff (no rent is collected for this unit). Many physicians are paired with other physicians (i.e., on a separate rotation schedule) and NSHC efficiently uses two-bedroom units for these physicians so that they may leave their belongings when they are off-rotation. This measure increases occupancy and cuts down on maintenance burdens (i.e., checks for leaks/freeze ups). NSHC providers and staff pay daily rental rates. This rent does not include costs such as maintenance, snow removal, insurance, or depreciation. Rent is not charged to visiting essential workers (contract labor or locums). NSHC does not intend to make a profit, and in fact does not generate a profit, from its operation of the 20-Plex. NSHC uses all units for NSHC providers and staff (there are no non-NSHC affiliated persons at the property).

The Kotzebue Superior Court held that the 20-Plex (and a similarly used "7-Plex") was exempt from municipal property tax in litigation between NSHC and the City of Nome for the 2023 tax year. *See NSHC v. City of Nome Equalization Board*, No. 2NO-23-156CI (Jan. 16, 2025) (Memorandum and Decision) at pp. 9, 19 (holding 20-Plex, except units used for non-NSHC affiliated persons, exempt under the hospital and charitable purposes exemptions of AS 29.45.030(a)(3), and that all units in the 20-Plex, *including* units for non-NSHC affiliated persons, were exempt under federal law; but, remanding on the issue of apportionment for the proportion of vacant land on the parcel). This decision has preclusive effect despite any appeal the City may take of the decision with respect to the 20-Plex. *Rapoport v. Tesoro Alaska Petroleum Co.*, 794 P.2d 949, 951-52 (Alaska 1990).

- Further, the Kotzebue Superior Court held that a parcel similarly used for the provision of staff and provider housing (the “7-Plex”) was exempt from municipal property tax in litigation between NSHC and the City of Nome (“City”) for the 2022 tax year. *See NSHC v. City of Nome*, No. 2NO-22-95CI (July 18, 2023) (Memorandum Decision) at pp. 16 (hospital purposes), pp. 19, (charitable purposes), 24 (federal preemption). This decision has preclusive effect despite the City’s appeal of the decision with respect to the 7-Plex, which appeal is pending. *Rapoport v. Tesoro Alaska Petroleum Co.*, 794 P.2d 949, 951–52 (Alaska 1990).

**NSHC 20-PLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
20-Plex 19515**

	FY23	FY24
Income:		
105(l) Lease Revenue	431,299.00	1,239,339.00
Rental Income	166,548.73	209,473.90
Total Income	597,847.73	1,448,812.90
Expenses:		
Heating Fuel	22,071.02	15,363.28
Utilities	-	24,801.74
Telephone/Internet	44,400.00	44,400.00
Prop Tax	49,430.85	54,138.55
Consulting & Purchased Svcs	-	81,268.00
Supplies	13,898.73	35,091.74
Insurance	21,273.99	17,060.04
Depreciation	283,706.25	283,706.25
Equip Purchases	2,763.35	755.51
Equip, Repairs & Maintenance	38,509.05	18,900.78
105(l) Lease Restricted Reserve	431,299.00	1,239,339.00
Freight	-	7,485.90
Total Expense	907,352.24	1,822,310.79
Excess Rev over (under) Expenses	(309,504.51)	(373,497.89)



February 5, 2025

Dan Pardee
Norton Sound Health Corporation
PO Box 966
Nome, AK 99762
dpardee@nshcorp.org

Re: 2025 Applications for Property Tax Exemption – Proof of Eligibility

Block 91, Lot 3 & 4	001.221.05A	“7-Plex”
MS 1298	192.1.085	“20-Plex”
Block 33, Lot 19	001.131.01A	“Kusqii House”
Block 116, Lot 1A	001.115.01	“Hostel, Wellness, & Operations”
Block 118, Lot 7	001.118.07	“Duplex”
Block 110, Lot 3A	001.211.03B	“HAT”
Block 110, Lot 1-2	001.211.03A	“BHS”
Block 127 Lot 7A	001.201.05	“West Campus”
Tract A	190.1.059	“Hospital”

Dear Mr. Pardee:

The City of Nome has received Norton Sound Health Corporation’s 2025 application for property tax exemption for the real property parcels listed above. Pursuant to Nome Code of Ordinances 17.20.020(d) and AS 29.45.130, the City requires NSHC to provide the records and information described below for the assessor’s investigation into eligibility for the exemptions claimed.

Please provide the following records and information for the respective parcels of real property to the office of the City Clerk no later than February 25, 2025.

Block 91, Lot 3 & 4 001.221.05A 7-Plex

1. A copy of each lease, rental, or similar agreement for each tenancy, residential use, or other third-party use of the 7-Plex during 2024 and for 2025 through the date of your response.
2. If not fully identifiable from the records provided in response to the above request, identify the name of each person that has rented, leased, or occupied as a tenant any of the units at the 7-Plex during 2024 and for 2025 through the date of your response, and identify whether such person was, during the period of occupancy, an NSHC (1) employee, or (2) contractor/contract laborer.
3. A copy of each agreement relating to the FY 2024 \$166,423 in “105(l) Lease Revenue” as identified in the attachment to NSHC’s application for exemption.
4. An estimate or projection of FY 2025 revenue from use of the 7-Plex, including the sources of such revenue.



5. An explanation of how NSHC determined \$27,567.80 in depreciation expense for FY 2024.
6. Each record evidencing payment of the claimed \$166,423 “105(l) Lease Restricted Reserve” expense identified in the attachment to NSHC’s application for exemption.
7. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
8. All other information you would have considered for the purpose determining exemption.

MS 1298 192.1.085 “20-Plex”

1. A copy of each lease, rental, or similar agreement for each tenancy, residential use, or other third-party use of the 20-Plex during 2024 and for 2025 through the date of your response.
2. If not fully identifiable from the records provided in response to the above request, identify the name of each person that has rented, leased, or occupied as a tenant any of the units at the 20-Plex during 2024 and for 2025 through the date of your response, and identify whether such person was, during the period of occupancy, an NSHC (1) employee, or (2) contractor/contract laborer.
3. A copy of each agreement relating to the FY 2024 \$1,239,339 in “105(l) Lease Revenue” as identified in the attachment to NSHC’s application for exemption.
4. An estimate or projection of FY 2025 revenue from use of the 20-Plex, including the sources of such revenue.
5. Records evidencing payment of \$81,268 in expense for “Consulting & Purchased Svcs” in FY 2024 as identified in the attachment to NSHC’s application for exemption.
6. An explanation of how NSHC determined \$283,607.25 in depreciation expense for FY 2024.
7. Each record evidencing payment of the claimed \$1,239,339 “105(l) Lease Restricted Reserve” expense identified in the attachment to NSHC’s application for exemption.
8. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
9. All other information you would have considered for the purpose determining exemption.

Block 33, Lot 19 001.131.01A “Kusquii House”



1. A copy of each rental, use or similar agreement (including an agreement to abide by any housing policies) for any tenancy, residential, or third-party use of the Kusqii House during 2024 and for 2025 through the date of your response. Names of NSHCs patient may be redacted.
2. If the Kusqii House had any use in 2024 or anticipated use in 2025 other than transitional housing as part of NSHC's Behavioral Health Services, provide a complete description of each additional use.
3. A copy of each agreement relating to the FY 2024 \$101,318 in "105(l) Lease Revenue" as identified in the attachment to NSHC's application for exemption.
4. Each record evidencing payment of the claimed \$101,318 in "105(l) Lease Restricted Reserve" expense identified in the attachment to NSHC's application for exemption.
5. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
6. All other information you would have considered for the purpose determining exemption.

Block 116, Lot 1A 001.115.01 "Hostel, Wellness, & Operations"

1. Identify all uses and activities conducted on or within the property that generate revenue and the amount of revenue from each such use or activity.
2. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
3. All other information you would have considered for the purpose determining exemption.

Block 118, Lot 7 001.118.07 "Duplex"

1. A copy of each lease, rental, or similar agreement for any tenancy, residential or other third-party use of the Duplex in 2024 and for 2025 through the date of your response.
2. If not fully identifiable from the records provided in response to the above request, identify the name of each person that has rented, leased, or occupied as a tenant any of the units at the Duplex during 2024 and for 2025 through the date of your response, and identify whether such person was, during the period of occupancy, an NSHC (1) employee, or (2) contractor/contract laborer.



3. Identify all revenue derived from use of the Duplex between September 1, 2024 and December 31, 2024 and, separately, from January 1, 2025 through the date of your response.
4. Provide an estimate or projection of FY 2025 revenue from use of the Duplex, including the sources of such revenue.
5. An explanation of how NSHC incurred and determined \$26,271.18 in depreciation expense for FY 2024.
6. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.

Block 110, Lot 3A 001.211.03B “HAT”

1. A copy of each building permit for the renovation described in the application for exemption.
2. Identify each PFSA occurring at HAT as of January 1, 2025.
3. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
4. All other information you would have considered for the purpose determining exemption

Block 110, Lot 1-2 001.211.03A “BHS”

1. Identify all uses and activities conducted on or within the property that generate revenue and the amount of revenue from each such use or activity.
2. If BHS has any use other than housing pre-maternity patients undergoing medical treatment and patient lodging, describe each such use in detail.
3. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
4. All other information you would have considered for the purpose determining exemption.

Block 127 Lot 7A 001.201.05 “West Campus”



1. NSHC leased this property to the United States under a lease agreement with a term that ended on September 30, 2024, though the lease agreement provides that the lessor may give notice to renew the lease. Please confirm that the Lease No. IHS-NSHC-2024-1039 was not renewed into any portion of 2025 and that no such similar lease for the property for any portion of 2025 exists.
2. Identify all uses and activities conducted on or within the property that generate revenue and the amount of revenue from each such use or activity.
3. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
4. All other information you would have considered for the purpose determining exemption.

Tract A 190.1.059 “Hospital

1. Identify all revenue generated from cafeteria sales.
2. Identify each portion of the property used by any entity or enterprise other than NSHC.
3. If you would like the assessor to consider spatial apportionment between any exempt and non-exempt use, please provide a complete description of the non-exempt use, the portion of the property with such use, and how you would have the assessor spatially apportion the exemption.
4. All other information you would have considered for the purpose determining exemption.

Please provide the above-described records and information to the office of the City Clerk no later than February 25, 2025. If NSHC fails to provide any requested record or information that is reasonably available to NSHC, the assessor may infer that the withheld information would show that use of the property is not exempt. If NSHC is unable to provide any requested record or information, please provide an affidavit attesting to why the record or information cannot be provided.

Additionally, the assessor may make oral examination of an NSHC representative as provided for by AS 29.45.130(c). If determined to be necessary, the examination on oath shall occur at City Hall on March 18, commencing at 9:30 am and shall continue until complete. If the assessor determines that such examination is necessary, the City will give NSHC notice no later than March 10, 2025.

Sincerely,

CITY OF NOME



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

February 25, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

Re: 2025 Applications for Property Tax Exemptions – Proof of Eligibility

Hand Delivered

To Whom it May Concern:

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT

In response to your request for Proof of Eligibility Letter to the Norton Sound Health Corporation (NSHC), dated February 5, 2025, NSHC offers the following responses. For each of the requests, NSHC generally reserves any and all available objections notwithstanding either its providing responses thereto or its statement of specific objections.

I. Block 91, Lot 3 & 4, 001.221.05A (7-Plex)

1. There was no third-party use of the 7-Plex during 2024 and for 2025 through the date of this response. NSHC uses the 7-Plex for its own purposes to provide housing to contractors and employees working at the hospital. All tenants during 2024 and for 2025 through the date of this response were or are contractors or employees of NSHC. *See attached Affidavit of Dan Pardee ("Affidavit")*. To the extent that this question seeks copies of agreements or the names of such contractors or employees, the request is irrelevant under the Alaska Superior Court decisions holding this property exempt for the 2022 and 2023 tax year, unnecessarily requires sensitive and personal data, and is unduly burdensome. *See Memorandum Decision, Norton Sound Health Corp. v. City of Nome*, No. 2NO-22-00095CI (July 18, 2023) (2022 tax year) (the "*NSHC I*" decision); *Memorandum and Decision, Norton Sound Health Corp. v. City of Nome*, No. 2NO-23-00156CI (Jan. 16, 2025) (the "*NSHC II*" decision).
2. The names of tenants, and identification of whether they are an employee or contractor, is irrelevant under *NSHC II*, unnecessarily requests sensitive and personal data, and is unduly burdensome. There is no private business use of the 7-Plex. *See attached Affidavit*. Notwithstanding the foregoing, as of the date of this letter, 28.57% of the 7-Plex is being used for new hires and Medical Students, 42.86% of the 7-Plex is being used for Contract Labor, and 28.57% is being used for Physicians. *See attached Affidavit*.
3. *See attached FY24 & FY25 ISDEAA Section 105(l) ("105(l)") Lease Agreements* between NSHC and the Indian Health Service for the 7-Plex.
4. *See attached financial analysis (including 2025 income projection)*. Revenue generation is irrelevant per *NSHC II*. NSHC has no profit motive for the operation of this property.

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

See attached Affidavit. All rental income is related to NSHC's exempt purposes and NSHC's exempt use of the 7-Plex. See attached IRS Form 990, Line 7b (2022) (showing rental income is not reported as "unrelated" business income).

5. The depreciation amount is set based on GAAP principles and the appropriate Depreciation Schedule. Revenue generation is irrelevant per *NSHC II*. See answer to #I.4.
6. The 105(I) Lease Restricted Reserve is set based on the 105(I) lease with the Indian Health Service. The purpose of a 105(I) lease is to contribute to the overall Operation of the facility. NSHC places these funds in a reserve account for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, leveling etc.). See attached Affidavit. Revenue generation is irrelevant per *NSHC II*. See answer to #I.4.
7. N/A. There is no nonexempt use of the property.
8. N/A.

II. Block MS 1298, 192.1.085 (20-Plex)

1. There was no third-party use of the 20-Plex during 2024 and for 2025 through the date of this response. See also *NSHC II* (holding entirety of 20-Plex, including one unit with a non-NSHC-affiliated tenant exempt under federal preemption). NSHC uses the 20-Plex for its own purposes to provide housing to contractors and employees working at the hospital. All tenants during 2024 and for 2025 through the date of this response are contractors or employees of NSHC. See attached Affidavit. To the extent that this question seeks copies of agreements or the names of such contractors or employees, the request is irrelevant under the Alaska Superior Court decisions holding the similarly used 7-Plex exempt for the 2022 tax year and the 20-Plex and 7-Plex exempt for the 2023 tax year. unnecessarily requires sensitive and personal data, and is unduly burdensome. *NSHC I, NSHC II*.
2. The names of tenants, and identification of whether they are an employee or contractor, is irrelevant under *NSHC II*, unnecessarily requests sensitive and personal data, and is unduly burdensome. There is no private business use of the 7-Plex. See attached Affidavit. Notwithstanding the foregoing, as of the date of this letter, 15% of the 20-Plex is being used for new hires, 10% is being used for Village Based Provider Rotations, 65% is being used for Physicians/Pharmacists, and 10% is being used for contractors.
3. See attached FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the 20-Plex.
4. See attached financial analysis (including 2025 income projection). Revenue generation is irrelevant per *NSHC II*. NSHC has no profit motive for the operation of this property. See attached Affidavit. All rental income is related to NSHC's exempt purposes and NSHC's exempt use of the 20-Plex. See attached IRS Form 990, Line 7b (2022) (showing rental income is not reported as "unrelated" business income).
5. The Consulting and Purchased Services amount for FY24 totaling \$81,268 was for sanding & snow removal services for the 20-Plex, contracted and paid to Stampede Ventures. Revenue generation is irrelevant per *NSHC II*. See attached Affidavit; see also answer to #II.4.

6. The depreciation amount is set based on GAAP principles and the appropriate Depreciation Schedule. Revenue generation is irrelevant per *NSHC II*. See answer to #II.4.
7. The 105(l) Lease Restricted Reserve is set based on the 105(l) lease with the Indian Health Service. The purpose of a 105(l) lease is to contribute to the overall Operation of the facility. NSHC places these funds in a reserve account for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators etc.). Revenue generation is irrelevant per *NSHC II*. See attached Affidavit; see also answer to #II.4.
8. N/A. There is no nonexempt use of the property. While the existing 20-Plex composes 2.6 of the 17.7 acres on the parcel (see below), NSHC is actively engaged in construction on the previously undeveloped portions of the parcel for its use to provide housing for contractors and employees. This construction fulfills NSHC's obligations under its compact with the Indian Health Service entered by the parties under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301–5423 (“ISDEAA”). See attached FYs 2022–2024 Funding Agreement § 3.6 (“**Capital Projects**”). Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC.”).

The previously undeveloped portions of this parcel have been developed, with driveways and building pads completed in the fall of 2024. Vertical construction is scheduled for June 2025. The attached aerial photo, based on the City of Nome GIS database, taken in the late summer of 2024, does not show the now fully completed building pad work; showing instead about 75% completion. The attached Photo #2, taken from an airplane in late November 2024, shows that the building pad has been completed.

- Existing 20-Plex Developed Area: 2.6 Acres (113,256 SF)
- Nome Housing Project Developed Area: 9.6 Acres (417,588 SF)
- Deed Restriction Conservation Easement Area: 1.8 Acres (78,790 SF)
- Undeveloped Area for water mitigation & drainage: 3.7 Acres (161,172 SF)
- Total Area based on attached Deed Restriction: 17.7 Acres (772,346 SF)

9. N/A.

III. Block 33, Lot 19, 001.131.01A (Kusqii House)

1. N/A. There are no agreements between NSHC and patients staying at the Kusqii House for NSHC's provision of transitional house to the patients. Patients staying at the property must be enrolled and attending their required services with NSHC. Further, there was no third-party use of the Kusqii House during 2024 and for 2025 through the date of this response. NSHC uses the Kusqii House for its own purposes to provide transitional housing as part of its Health Services. The Financial Analysis (see attached) confirms no rental income is generated from patients. Further, this question is irrelevant per *NSHC II*.
2. Kusqii House was used for patients enrolled in services with NSHC for the entirety of 2024 and NSHC anticipates no other use in 2025.

3. See attached FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Kusqii House.
4. The 105(I) Lease Restricted Reserve is set based on the 105(I) lease with the Indian Health Service. The purpose of a 105(I) lease is to contribute to the overall Operation of the facility. NSHC places these funds in a reserve account for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, leveling etc.). See attached Affidavit.
5. N/A. There is no nonexempt use of the property.
6. See attached City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the Kusqii House.

IV. Block 116, Lot 1A, 001.115.01 (Hostel, Wellness and Operations)

1. N/A. These properties are not operated for profit purposes and are consistent with NSHC charitable and hospital purposes and NSHC's exempt use of the Hostel, Wellness and Operations building. See NSHC I (holding property exempt). NSHC has no profit motive for the operation of this property. See attached Affidavit. This question is irrelevant per NSHC II. See also attached financial analyses for the wellness ("WTC") and operations buildings. The operations building generates no revenue.
2. N/A. There are no non-exempt uses of this property.
3. See attached:
 - a. IRS Form 990, Line 7b (2022) (showing no "unrelated" business income).
 - b. FY24 & FY25 105(I) Lease Agreements with the Indian Health Service for the Patient Hostel, Wellness & Training Center and Nome Operations Building.
 - c. City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the Hostel, Wellness and Operations property.
 - d. 2024 Assessment Notice showing taxable value of zero.

V. Block 118, Lot 7, 001.118.07 (Duplex)

1. There was no third-party use of the Duplex during 2024 and for 2025 through the date of this response. NSHC uses the Duplex for its own purposes to provide housing to its contractors and employees. All tenants during 2024 (beginning on or about September 1, 2024, when the property was placed into served) and for 2025 through the date of this response are contractors or employees of NSHC. See attached Affidavit. To the extent that this question seeks copies of agreements or the names of such contractors or employees, the request is irrelevant under the Alaska Superior Court decisions holding the similarly used 7-Plex exempt for the 2022 and the 7-Plex and 20-Plex exempt for the 2023 tax year, unnecessarily requires sensitive and personal data, and is unduly burdensome. NSHC I, NSHC II.
2. The names of tenants, and identification of whether they are an employee or contractor, is irrelevant under NSHC II, unnecessarily requests sensitive and personal data, and is unduly burdensome. There is no private business use of the Duplex. See attached Affidavit. Notwithstanding the foregoing, as of the date of this letter, 50% of the Duplex is being used for new hires, and the remaining 50% is being used for Contract Labor. See

unduly burdensome. There is no private business use of the Duplex. *See attached Affidavit.* Notwithstanding the foregoing, as of the date of this letter, 50% of the Duplex is being used for new hires, and the remaining 50% is being used for Contract Labor. *See attached Affidavit.* Based on the close proximity of this facility to the hospital, all tenants are part of our Ground & Air Ambulance Department.

3. *See attached Financial Analyses.* NSHC collects no rent from employees and contractors staying at the property. Further, revenue generation is irrelevant per *NSHC II*. NSHC has no profit motive for the operation of the property. *See attached Affidavit.* All revenue is related to NSHC's exempt purposes and NSHC's exempt use of the Duplex. *See attached IRS Form 990 (2022), Line 7b (showing revenue is not reported as "unrelated" business income); see attached Amendment to FYs 2022–2024 Funding Agreement (effective Nov. 17, 2022) (amending Section 3.4.7 of the Funding Agreement to include "air and/or ground ambulance services").*
4. *See attached FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Nome Duplex.* NSHC has no profit motive for the operation of the property. *See attached Affidavit.*
5. The depreciation amount is set based on GAAP principles and the appropriate Depreciation Schedule. Revenue generation is irrelevant per *NSHC II*. *See answer to #V.3.*
6. N/A. There is no nonexempt use of the property.

NSHC also submits that its delivery of ground and air ambulance services has resulted in significant savings to the City and clearly lessened the burdens on the local government. This fact further supports exemption under the charitable purposes exemption of AS 29.45.030(a)(3) and federal preemption. *See, e.g., NSHC I* at p. 23 n.141 ("Additionally, this Court notes that the City has made no effort to provide healthcare services to the Bering Strait Region, and as such, should be precluded from imposing an additional burden on the tribally owned and operated organization that was created to provide this healthcare." (citing *Ramah Navajo Sch. Bd., Inc. v. Bur. of Rev. of N.M.*, 458 U.S. 832, 843 (1982)); *NSHC II* at p. 18 ("the Court must weigh the City of Nome's interest against the broad policies of tribal sovereignty, economic development, and [NSHC's] providing health services to the *entire* [Bering Strait] region.") (emphasis in original).

VI. Block 110, Lot 3A, 001.211.03B (HAT)

1. NSHC has engaged design/architect firms to design and develop a suitable layout for this property to facilitate additional patient lodging needs, which is an exempt use of property under *NSHC I*. *See attached Affidavit.* The current facility layout is "medical clinic," which is not conducive for patient lodging as is. NSHC has not yet obtained a building permit for the renovation.
2. *See attached FYs 2022–2024 Funding Agreement § 3.6 ("Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC."); § 3.2.14 (contracted Hospital and Clinic Services include "[p]rovid[ing] lodging for patients, family members of patients, and/or their escorts").* A property undergoing a temporary period of

renovation between two periods of exempt use for hospital and charitable purposes is exempt under *NSHC II*. See also *NSHC II* (holding NSHC's use of HAT building to lease to State of Alaska for public health nursing was exempt); *NSHC I* (holding buildings used for patient housing exempt).

3. N/A. There is no nonexempt use of this property.
4. N/A.

VII. Block 110, Lot 1-2, 001.211.03A (Patient Hostel West, Pre-Maternal Home, formerly BHS)

1. The Patient Hostel West/Pre-Maternal Home is fully operational as of August 22, 2024. The facility is used for Patient Lodging. See *NSHC I* (holding similarly used Patient Hostel exempt). NSHC has no profit motive for the operation of the property. See attached Affidavit. The facility is operated consistent with NSHC's charitable and hospital purposes. See attached IRS Form 990, Line 7b (2022) (showing no "unrelated" business income). Patients are not charged rent to stay at the property, but NSHC bills Medicaid and Private Insurance. Further, revenue generation is not applicable per *NSHC II*. Notwithstanding the above, see attached Financial Analysis.
2. N/A. Patient Lodging is the sole use of this facility. The Pre-Maternal Home portion of the facility can be used for longer patient stays due to room layout and amenities.
3. N/A/. There is no nonexempt use of this facility.
4. See attached:
 - a. FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Pre-Maternal Home, and related amendment to Funding Agreement.
 - b. City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the similarly used Patient Hostel.

VIII. Block 127, Lot 7A, 001.201.05 (West Campus)

1. NSHC has entered into a FY 2025 105(I) lease with the Indian Health Service for the West Campus. See attached FY24 & FY25 105(I) Lease Agreements. See attached IHS Funding Agreement, Appx. B – Facilities List (July 5, 2024) (including "West Campus (4 Storage Buildings)"). The purpose of a 105(I) lease is to contribute to the overall Operation of the facility. The 105(I) leasing program is a Congressionally designed funding stream and is not a "lease" in the traditional sense because it does not provide a possessory or use right to the federal government.
2. N/A. The facility is used to store essential equipment and supplies for the operation of the hospital; this use does not generate revenue other than from the 105(I) lease. NSHC has no profit motive for the operation of the property. See attached Affidavit. Further, revenue generation is irrelevant under *NSHC II*.
3. N/A. There is no nonexempt use of this property.

4. *See attached* City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the West Campus.

IX. Tract A, 190.1.059 (Hospital)

1. Gross cafeteria sales are as follows:
 - FY24: \$597,523.13
 - FY25: \$213,648.73 (October 2024 – January 2025)
2. NSHC is the only entity occupying and performing services inside the Hospital.
3. N/A. There is no nonexempt use. Further, under *NSHC II*, the entirety of the cafeteria space is exempt under federal preemption. Notwithstanding the foregoing, *see attached* spreadsheet showing square footage of cafeteria open to general public (showing 346 square feet for the cafeteria servery and 882 square feet for the dining room, for a total of 1,228 square feet – which represents 0.823% of the entire hospital, which is 149,156 square feet total).
4. See attached:
 - a. FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Hospital.
 - b. IRS Form 990, Line 7b (2022) (showing no “unrelated” business income).
 - c. 2024 Assessment Notice showing taxable value of zero for the entirety of the Hospital.

Direct all future correspondence for the above listed properties regarding 2025 Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,



Dan Pardee, CFO

Affidavit of D. Pardee in Support of NSHC's Responses to
City of Nome's February 5, 2025 Letter Regarding
NSHC's 2025 Applications for Property Tax Exemptions – Proof of Eligibility

1. All tenants of the 7-Plex during 2024 and for 2025 through the date of this affidavit were contractors or employees who work at the hospital.
2. There is no private business use of the 7-Plex.
3. As of the date of this affidavit, 28.57% of the 7-Plex is being used for new hires and Medical Students, 42.86% of the 7-Plex is being used for Contract Labor, and 28.57% is being used for Physicians.
4. NSHC does not have a profit motive in operating the 7-Plex.
5. NSHC places funds into the 105(I) Lease Restricted Reserve for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators, etc.) for the 7-Plex.
6. All tenants of the 20-Plex during 2024 and for 2025 through the date of this affidavit were contractors or employees who work at the hospital.
7. There is no private business use of the 20-Plex.
8. As of the date of this affidavit, 15% of the 20-Plex is being used for new hires, 10% is being used for Village Based Provider Rotations, 65% is being used for Physicians/Pharmacists, and 10% is being used for contractors.
9. NSHC does not have a profit motive in operating the 20-Plex.
10. In fiscal year (FY) 2024, NSHC paid \$81,268 to Stampede Ventures for Consulting and Purchased Services (sanding & snow removal services) for the 20-Plex.
11. NSHC places funds into the 105(I) Lease Restricted Reserve for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators, etc.) for the 20-Plex.
12. NSHC places funds into the 105(I) Lease Restricted Reserve for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators, etc.) for the Kusqii House.
13. NSHC does not have a profit motive in operating the Hostel, Wellness and Operations property.
14. All tenants of the Duplex during 2024 (beginning on or about September 1, 2024, when the property was placed into service) and for 2025 through the date of this affidavit were NSHC contractors or employees.
15. There is no private business use of the Duplex.
16. As of the date of this affidavit, 50% of the Duplex is being used for new hires, and 50% is being used for contract labor.
17. NSHC does not have a profit motive in operating the Duplex.
18. NSHC has engaged design/architect firms to design and develop a suitable layout for the HAT building to facilitate additional patient lodging needs.
19. NSHC does not have a profit motive in operating the Patient Hostel West, Pre-Maternal Home (formerly BHS).
20. NSHC does not have a profit motive in operating the West Campus.

RECEIVED

FEB 25 2025



CITY OF NOME
CLERKS DEPARTMENT

I attest that the above information is true and correct to the best of my knowledge and belief.

Dated: February 25, 2025



Dan Pardee, Chief Financial Officer, NSHC

**IV. Block 116, Lot 1A, 001.115.01 (Hostel, Wellness and Operations)
Attachments**

RECEIVED
FEB 25 2025
CITY OF NOME
CLERKS DEPARTMENT



Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.**2022****Open to Public
Inspection****A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <div style="text-align: center; font-weight: bold;">NORTON SOUND HEALTH CORPORATION</div> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <div style="display: flex; justify-content: space-between;"> P.O. BOX 966 </div> City or town, state or province, country, and ZIP or foreign postal code <div style="display: flex; justify-content: space-between;"> NOME AK 99762 </div>	D Employer identification number <div style="text-align: center; font-weight: bold;">92-0041488</div> E Telephone number <div style="text-align: center; font-weight: bold;">907-443-3311</div> G Gross receipts \$ 246,536,630
F Name and address of principal officer: <div style="text-align: center; font-weight: bold;">ANGELA GORN</div> <div style="text-align: center; font-weight: bold;">P.O. BOX 966</div> <div style="text-align: center; font-weight: bold;">NOME AK 99762</div>		
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1970
M State of legal domicile: AK		

H(a) Is this a group return for subordinates? ☐ Yes ☒ NoH(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <div style="text-align: center; font-weight: bold;">COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.</div>		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	22
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	21
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	992
	6	Total number of volunteers (estimate if necessary)	6	0
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 109,003,392	Current Year 148,138,221
	9	Program service revenue (Part VIII, line 2g)	92,050,839	89,835,659
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,239,577	6,565,674
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,216,581	1,802,408
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	203,510,389	246,341,962
	Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	1,077,046
14		Benefits paid to or for members (Part IX, column (A), line 4)		0
15		Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	114,344,592	127,064,862
16a		Professional fundraising fees (Part IX, column (A), line 11e)		0
b		Total fundraising expenses (Part IX, column (D), line 25)		0
17		Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	65,652,228	73,133,296
Net Assets or Fund Balances	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	181,073,866	201,420,551
	19	Revenue less expenses. Subtract line 18 from line 12	22,436,523	44,921,411
	20	Total assets (Part X, line 16)	Beginning of Current Year 468,101,447	End of Year 514,895,339
	21	Total liabilities (Part X, line 26)	61,776,338	61,757,075
	22	Net assets or fund balances. Subtract line 21 from line 20	406,325,109	453,138,264

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date	
	CHRISTOPHER BOLTON			CHIEF OPERATING OFR
	Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if PTIN
	ROBERT L. REHFELD	ROBERT L. REHFELD	08/16/24	self-employed P00104959
	Firm's name	Firm's EIN		
	ELGEE REHFELD, LLC		92-0127098	
	Firm's address		Phone no.	
	9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300		907-789-3178	

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

**NSHC PATIENT HOSTEL
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Patient Hostel 19760**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	733,321.00	757,374.00
Patient Service Revenue	4,475,168.23	5,018,183.08
Total Income	5,208,489.23	5,775,557.08
Expenses:		
Wages	1,089,730.76	1,059,444.52
Heating Fuel	39,111.05	42,117.36
Utilities	80,656.02	92,523.56
Telephone/Internet	14,430.73	8,090.48
Prop Tax	-	-
Additional Lodging Costs (overflow)	60,953.01	
Consulting & Purchased Svcs	190,694.11	93,879.12
Supplies	64,100.52	43,817.00
Hostel Food	25,255.51	720.28
Hostel Gasoline	932.77	721.04
Travel	99,005.61	21,624.00
Insurance	14,980.00	15,332.85
Dues & Subscriptions	27.00	-
Seminar & Training	1,786.85	234.00
Depreciation	163,566.12	163,566.12
Equip Purchases	795.59	-
Equip, Repairs & Maintenance	711.39	626.28
Maintenance & Service Contracts	3,983.43	-
105(I) Lease Restricted Reserve	733,321.00	757,374.00
Freight	245.68	4,874.00
Total Expense	2,584,287.15	1,245,500.09
Excess Rev over (under) Expenses	2,624,202.08	4,530,056.99

**NSHC WTC
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Wellness & Training Center**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	2,643,364.00	2,730,066.00
Patient Service Revenue-BHS	1,376,445.96	1,656,231.16
Patient Service Revenue-Day Shelter	-	0.00
Patient Service Revenue-Health Aide Training	780,297.00	780,296.96
Patient Service Revenue-Tribal Healing	65,000.00	65,000.00
Total Income	4,865,106.96	5,231,594.12
Expenses:		
Wages-BHS	2,649,462.15	1,772,017.56
Wages-Day Shelter	342,485.90	511,323.92
Wages-Health Aide Training	1,370,998.18	1,410,463.36
Wages-Tribal Healing	609,029.27	720,284.36
Lodging	138,908.04	145,601.84
Water & Sewer	8,521.23	18,222.04
Heating Fuel	75,778.92	94,587.08
Utilities	109,381.84	94,255.68
Telephone/Internet	1,849.00	1,805.92
Prop Tax	-	0.00
Consulting & Purchased Svcs	327,874.67	142,986.72
Supplies	199,053.22	153,634.36
Day Shelter/BHS Food	31,302.17	30,371.88
Day Shelter/BHS Gasoline	12,605.21	14,675.84
Travel	391,901.23	427,142.76
Dues & Subscriptions	30,184.00	1,700.00
Seminar & Training	29,763.35	47,360.00
BHS Advertising	2,703.00	10,404.00
Insurance	43,551.00	44,576.71
Depreciation	500,125.56	500,125.56
Equip Purchases	66,881.16	0.00
Equip, Repairs & Maintenance	5,250.13	3,640.16
Maintenance Service Contracts	6,259.30	0.00
105(I) Lease Restricted Reserve	2,643,364.00	2,730,066.00
Freight	41,764.62	10,570.68
Total Expense	9,638,997.15	8,885,816.43
Excess Rev over (under) Expenses	(4,773,890.19)	(3,654,222.31)

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-950

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**NSHC PATIENT HOSTEL BUILDING
704 EAST N. STREET
NOME, AK 99762**

LEASE AGREEMENT FOR
NSHC PATIENT HOSTEL BUILDING

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 9,924 square feet located at 704 East N. Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from October 1, 2023 through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated October 1, 2023, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$733,321 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 12/12/23
Angie Gorn Date
President/CEO
Norton Sound Health Corporation

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PATIENT HOSTEL BUILDING - 9,924 SF
704 EAST N. STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-950: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
Sub-Total		\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 733,320.83
FY24 Appraisal 9,924 SF * \$73.893600 per SF per Year		\$ 733,320.83
Compensation Amount		\$ 733,320.83
Adjusted Compensation Amount (Rounded)		\$ 733,321

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-949

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**NSHC WELLNESS AND TRAINING CENTER
706 EAST N. STREET
NOME, AK 99762**

LEASE AGREEMENT FOR
NSHC WELLNESS AND TRAINING CENTER

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

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1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 25,330 square feet located at 706 East N. Street, Nome, AK 99762.
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3. **TERM:** The term for this lease will be from October 1, 2023 through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated October 1, 2023, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$2,643,364 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 12/12/23
Angie Gorn
President/CEO
Norton Sound Health Corporation
Date

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC WELLNESS AND TRAINING CENTER - 25,330 SF
706 EAST N. STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-949: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 2,643,363.85
	FY24 Appraisal 25,330 SF * \$104.357000 per SF per Year	\$ 2,643,363.85
	Compensation Amount	\$ 2,643,363.85
	Adjusted Compensation Amount (Rounded)	\$ 2,643,364

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-948

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**NOME OPERATIONS BUILDING
705 K STREET
NOME, AK 99762**

**LEASE AGREEMENT FOR
NOME OPERATIONS BUILDING**

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 15,675 square feet located at 705 K Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from October 1, 2023 through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated October 1, 2023, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$1,714,969 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 12/12/23
Angie Gorn
President/CEO
Norton Sound Health Corporation
Date

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NOME OPERATIONS BUILDING - 15,675 SF
705 K STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-948: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,714,968.83
	FY24 Appraisal 15,675 SF * \$109.407900 per SF per Ye	\$ 1,714,968.83
	Compensation Amount	\$ 1,714,968.83
	Adjusted Compensation Amount (Rounded)	\$ 1,714,969

LEASE MODIFICATION

LEASE MODIFICATION NO. LEASE NO.

FY2025 - Mod 1

IHS-NSHC-2024-950

EFFECTIVE DATE

10/1/2024

PAGE

1 of 1

ADDRESS OF PREMISES

NSHC Patient Hostel Building, 704 East N. Street, Nome, AK 99762

SIZE (SF)

9,924

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

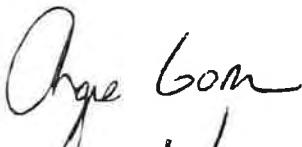
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-950 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$757,374, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher A. Poole
Digitally signed by Christopher A. Poole -S
Date: 2025.01.02 14:52:44 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PATIENT HOSTEL BUILDING - 9,924 SF
704 EAST N. STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-950: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 757,373.65
	FY24 Appraisal - FY25 3.28% CPI 9,924 SF * \$76.317300 per SF per Year	\$ 757,373.65
	Compensation Amount	\$ 757,373.65
	Adjusted Compensation Amount (Rounded)	\$ 757,374

LEASE MODIFICATION

LEASE MODIFICATION NO. LEASE NO.

FY2025 - Mod 1

IHS-NSHC-2024-949

EFFECTIVE DATE

10/1/2024

PAGE

1 of 1

ADDRESS OF PREMISES

NSHC Wellness and Training Center, 706 East N. Street, Nome, AK 99762

SIZE (SF)

25,330

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

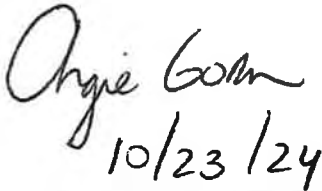
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-949 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$2,730,066, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:52:44 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC WELLNESS AND TRAINING CENTER - 25,330 SF
706 EAST N. STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-949: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 2,730,065.94
	FY24 Appraisal - FY25 3.28% CPI 25,330 SF * \$107.779900 per SF per Ye	\$ 2,730,065.94
	Compensation Amount	\$ 2,730,065.94
	Adjusted Compensation Amount (Rounded)	\$ 2,730,066

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 1	LEASE NO. IHS-NSHC-2024-948	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES Nome Operations Building, 705 K Street, Nome, AK 99762			SIZE (SF) 15,675

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

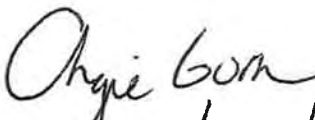
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-948 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,771,220, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S
Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:52:44 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NOME OPERATIONS BUILDING - 15,675 SF
705 K STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-948: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,771,220.14
	FY24 Appraisal - FY25 3.28% CPI 15,675 SF * \$112.996500 per SF per Ye \$ 1,771,220.14	
	Compensation Amount	\$ 1,771,220.14
	Adjusted Compensation Amount (Rounded)	\$ 1,771,220

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. **2023 Tax Exemption.** NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. **Refund of Taxes.** The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk

2024 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORP
PO BOX 966
NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2024 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2024.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
704 E N ST	001.115.01	3/20/2024	4/19/2024

Property Information

Lot Size: 287123 SF; Lot: 1A; BLK: 116; Subdivision: NOME TOWNSITE; Plat#: 2017-21; District: Nome - 201

Current Assessment

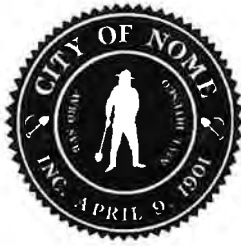
	Land	Improvement	Total Assessment
Assessment	\$1,105,400	\$43,278,300	\$44,383,700
Adjustments			
NP - Hospital	-\$1,105,400	-\$43,278,300	-\$44,383,700
Taxable Value	\$0	\$0	\$0

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone: 907-443-5555 Fax: 907-443-5645



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#: 001.115.01		Land Value:	\$ 1,105,400.00
Location: 704 E. N. ST.		Improvements:	\$ 43,278,300.00
Legal Description NSHC HOSTEL BUILDING and re		Assessed Value:	\$ 44,383,700.00
Block: 116		Exemption:	\$ 44,383,700.00
Lot: 1A		Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
		2024 Tax Amount Due:	.00
		Total Amount Due:	.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.115.01

Please check for address corrections and indicate change(s) above

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.115.01

Please check for address corrections and indicate change(s) above

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

**V. Block 118, Lot 7, 001.118.07 (Duplex)
Attachments**

RECEIVED
FEB 25 2025 
CITY OF NOME
CLERKS DEPARTMENT

**FUNDING AGREEMENT
BETWEEN
THE NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FISCAL YEARS 2022-2024**

Amendment Effective November 17, 2022

In accordance with Section 14.1 of the Norton Sound Health Corporation (NSHC) FYs 2022-2024 Multi-Year Funding Agreement (MYFA), as amended, Sections 3.2.4 and 3.4.7 of the MYFA are hereby amended as follows:

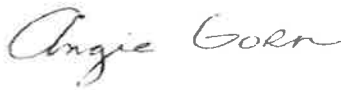
1. Section 3.2.4 is amended by adding the underlined language:

3.2.4 Medevac/air and/or ground ambulance services;

2. Section 3.4.7 is amended by adding the underlined language:

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air and/or ground ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

Norton Sound Health Corporation - on Behalf of Itself and Certain Alaska Native Tribes Identified in Exhibit A of the Compact



12/5/22

By: _____
Angie Gorn, President/CEO

Date

**United States of America
Secretary of Department of Health and Human Services**

By: _____
Alaska Area Director, Indian Health Service

1/5/23

Date

**NSHC NOME DUPLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Nome Duplex 19513**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	-	90,588.00
Rental Income	-	
Total Income	-	90,588.00
Expenses:		
Heating Fuel		1,889.24
Utilities	880.92	6,211.36
Telephone/Internet	185.00	-
Prop Tax	5,125.69	-
Consulting & Purchased Svcs	612.00	5,520.00
Supplies	120.00	4,009.12
Insurance	513.00	1,923.44
Depreciation	26,271.18	26,271.18
Equip Purchases	2,550.00	-
Equip, Repairs & Maintenance	-	-
105(I) Lease Restricted Reserve	-	90,588.00
Freight	-	-
Total Expense	36,257.79	136,412.34
Excess Rev over (under) Expenses	<u>(36,257.79)</u>	<u>(45,824.34)</u>

**NSHC NOME DUPLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Nome Duplex 19513**

**As of 02.24.25
FY25**

Income:

105(I) Lease Revenue	18,117.60
Rental Income	495.12
Total Income	18,612.72

Expenses:

Heating Fuel	1,654.47
Utilities	2,108.32
Telephone/Internet	-
Prop Tax	-
Consulting & Purchased Svcs	1,380.00
Supplies	1,137.92
Insurance	588.26
Depreciation	5,254.24
Equip Purchases	-
Equip, Repairs & Maintenance	-
105(I) Lease Restricted Reserve	18,117.60
Freight	-
Total Expense	30,240.81

Excess Rev over (under) Expenses	(11,628.09)
----------------------------------	-------------

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022
Open to Public
Inspection**A** For the 2022 calendar year, or tax year beginning **10/01/22**, and ending **09/30/23**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization NORTON SOUND HEALTH CORPORATION		D Employer identification number 92-0041488
	Doing business as		E Telephone number 907-443-3311
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite		
	P.O. BOX 966		
	City or town, state or province, country, and ZIP or foreign postal code		G Gross receipts \$ 246,536,630
NOME AK 99762			
F Name and address of principal officer ANGELA GORN P.O. BOX 966 NOME AK 99762			
H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions			
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG			
H(c) Group exemption number			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			
L Year of formation: 1970 M State of legal domicile: AK			

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3 Number of voting members of the governing body (Part VI, line 1a)	3	22	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	21	
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	992	
Revenue	6 Total number of volunteers (estimate if necessary)	6	0	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0	
	b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0	
	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year	
	9 Program service revenue (Part VIII, line 2g)	109,003,392	148,138,221	
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	92,050,839	89,835,659	
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,239,577	6,565,674	
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,216,581	1,802,408	
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	203,510,389	246,341,962	
	Expenses	14 Benefits paid to or for members (Part IX, column (A), line 4)	1,077,046	1,222,393
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)			0	
16a Professional fundraising fees (Part IX, column (A), line 11e)		114,344,592	127,064,862	
b Total fundraising expenses (Part IX, column (D), line 25)			0	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		65,652,228	73,133,296	
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		181,073,866	201,420,551	
19 Revenue less expenses. Subtract line 18 from line 12		22,436,523	44,921,411	
Net Assets or Fund Balances		20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
		21 Total liabilities (Part X, line 26)	468,101,447	514,895,339
		22 Net assets or fund balances. Subtract line 21 from line 20	61,776,338	61,757,075
		406,325,109	453,138,264	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer CHRISTOPHER BOLTON		Date CHIEF OPERATING OFR	
	Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if PTIN
	ROBERT L. REHFELD	ROBERT L. REHFELD	08/16/24	self-employed P00104959
	Firm's name	Firm's EIN		
	ELGEE REHFELD, LLC	92-0127098		
	Firm's address	Phone no.		
	9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300	907-789-3178		

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992	2b	X	
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b				X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a				X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b				
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a				X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a				X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b				X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c				
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a				X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b				
7	Organizations that may receive deductible contributions under section 170(c).					
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a				X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b				
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c				X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e				X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f				X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g				
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h				
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8				
9	Sponsoring organizations maintaining donor advised funds.					
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a				
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b				
10	Section 501(c)(7) organizations. Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	Section 501(c)(12) organizations. Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a				
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	Section 501(c)(29) qualified nonprofit health insurance issuers.					
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a				X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b				
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15				X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16				X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17				

LEASE AGREEMENT
Lease No. IHS-NSHC-2025-1312

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**ITINERANT PROVIDER HOUSING
700 EAST K STREET
NOME, AK 99762**

**LEASE AGREEMENT FOR
ITINERANT PROVIDER HOUSING**

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 2,484 square feet located at 700 East K Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from December 5, 2024, through September 30, 2025, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated December 5, 2024, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay Lessor compensation of \$90,588 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
1000 GREG KRUSCHECK AVE
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Dr. Chris Poole, DHA, LCSW
105(l) Agency Lead Negotiator
Indian Health Service
Email: Chris.Poole@ihs.gov
Telephone: (218) 444-0475

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.com
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 1/15/25
Angie Gorn Date
President/CEO
Norton Sound Health Corporation

UNITED STATES OF AMERICA

By: _____
Dr. Chris Poole, DHA, LCSW
105(l) Agency Lead Negotiator
Indian Health Service

12/5/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
ITINERANT PROVIDER HOUSING - 2,484 SF
700 EAST K STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2025-1312 - FMR: FY2025 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 128,214.89
	2025 Appraisal 2,484 SF * \$51.616300 per SF per Year	\$ 128,214.89
	Compensation Amount	\$ 128,214.89
	Rental Income Offset	\$ -18,000.00
	Adjusted Compensation Amount (Rounded)	\$ 110,215
	Lease term: 12/5/2024 to 9/30/2025 - Compensation prorated to 300 days	\$ 90,588

III. Block 33, Lot 19, 001.131.01A (Kusqii House)
Attachments

RECEIVED

FEB 25 2025



CITY OF NOME
CLERKS DEPARTMENT

**NSHC KUSQII HOUSE
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Kusqii House 19556**

	FY23	FY24	PROJECTED FY25
Income:			
105(I) Lease Revenue	35,677.00	101,318.00	104,641.00
Rental Income	-	-	
Total Income	35,677.00	101,318.00	104,641.00
Expenses:			
Heating Fuel	6,251.20	7,328.58	9,309.72
Utilities	8,164.93	6,387.32	7,165.84
Telephone/Internet	5,579.37	1,077.54	1,001.00
Prop Tax	5,418.00	-	-
Consulting & Purchased Svcs	-	3,619.00	
Supplies	1,405.22	1,643.53	35,579.48
Insurance	649.68	719.00	736.20
Depreciation	-	-	-
Equip Purchases	-	-	33,263.88
Equip, Repairs & Maintenance	19.26	27.00	-
105(I) Lease Restricted Reserve	35,677.00	101,318.00	104,641.00
Freight	-	-	-
Total Expense	63,164.66	122,119.97	191,697.12
Excess Rev over (under) Expenses	(27,487.66)	(20,801.97)	(87,056.12)

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2024 - Mod 1	LEASE NO. IHS-NSHC-2023-810	EFFECTIVE DATE 10/1/2023	PAGE 1 of 1
ADDRESS OF PREMISES Kusqi House (2), 711 East 3rd Avenue, Nome, AK 99762			SIZE (SF) 2,560

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-810 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$101,318, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE



12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
KUSQI HOUSE (2) - 2,560 SF
711 EAST 3RD AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-810: FY2024 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 101,318.14
	FY23 Appraisal - FY24 8.15% CPI 2,560 SF * \$39.577400 per SF per Year \$ 101,318.14	
	Compensation Amount	\$ 101,318.14
	Adjusted Compensation Amount (Rounded)	\$ 101,318

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 2	LEASE NO. IHS-NSHC-2023-810	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES Kusqi House (2), 711 East 3rd Avenue, Nome, AK 99762			SIZE (SF) 2,560

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

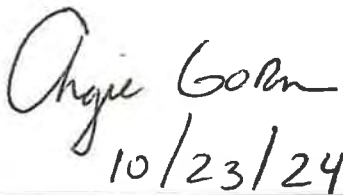
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-810 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$104,641, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:54:01 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
KUSQI HOUSE (2) - 2,560 SF
711 EAST 3RD AVENUE
NOME, AK 99762

LEASE NO. IHS-NSHC-2023-810: FY2025 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 104,641.28
	FY23 Appraisal - FY25 3.28% CPI 2,560 SF * \$40.875500 per SF per Year \$ 104,641.28	
	Compensation Amount	\$ 104,641.28
	Adjusted Compensation Amount (Rounded)	\$ 104,641

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. **2023 Tax Exemption.** NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. **Refund of Taxes.** The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#:	001.131.01A	Land Value:	\$ 27,200.00
Location:	711 A,B,C E. 3RD AVE.	Improvements:	\$ 488,800.00
Legal Description		Assessed Value:	\$ 516,000.00
Block:	33	Exemption:	\$ 516,000.00
Lot:	19	Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
2024 Tax Amount Due:			.00
Total Amount Due:			.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP.
COUPON P.O BOX 966
NOME AK 99762

TAX ID #: 001.131.01A

Please check for address corrections and indicate change(s) above.

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O BOX 966
NOME AK 99762

TAX ID #: 001.131.01A

Please check for address corrections and indicate change(s) above.

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

**VIII. Block 127, Lot 7A, 001.201.05 (West Campus)
Attachments**

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT

A handwritten signature in blue ink, consisting of a stylized 'D' followed by a flourish.

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-1039

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**WEST CAMPUS STORAGE BUILDINGS – 4
NSA WEST 6TH AVENUE,
NOME, AK 99762**

LEASE AGREEMENT FOR
WEST CAMPUS STORAGE BUILDINGS - 4

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: Four buildings (Storage, Material Management, Maintenance Shop and Medical Records Storage) with a combined size of 12,448 square feet located at NSA West 6th Avenue, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from March 19, 2024, through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated March 19, 2024, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$137,942 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 3/26/24
Angie Gorn Date
President/CEO
Norton Sound Health Corporation

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

3/19/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY

NORTON SOUND HEALTH CORPORATION - TITLE V
 WEST CAMPUS STORAGE BUILDINGS-4 - 12,448 SF
 NSA WEST 6TH AVENUE
 NOME, AK 99762

LEASE NO. IHS-NSHC-2024-1039: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 257,586.46
	2024 Appraisal - 4 Storage Buildings 12,448 SF * \$20.693000 per SF per Year \$ 257,586.46	
	Compensation Amount	\$ 257,586.46
	Adjusted Compensation Amount (Rounded)	\$ 257,586
	Pro-Rated Amount based on lease effective date of 3/19/2024 (Total 196 days)	\$ 137,942

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 1	LEASE NO. IHS-NSHC-2024-1039	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES West Campus Storage Buildings-4, NSA West 6th Avenue, Nome, AK 99762			SIZE (SF) 12,448

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

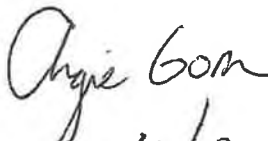
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-1039 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$266,035, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S
Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
15:13:30 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
WEST CAMPUS STORAGE BUILDINGS-4 - 12,448 SF
NSA WEST 6TH AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-1039: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 266,034.92
	2024 Appraisal - FY25 3.28% CPI 12,448 SF * \$21.371700 per SF per Year \$	266,034.92
	Compensation Amount	\$ 266,034.92
	Adjusted Compensation Amount (Rounded)	\$ 266,035

**FUNDING AGREEMENT
BETWEEN
THE NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FISCAL YEARS 2022-2024**

EFFECTIVE DATE: JULY 5, 2024

In accordance with Section 14.1 of the FYs 2022-2024 Funding Agreement made and entered into by Norton Sound Health Corporation (NSHC) and the Secretary of the Department of Health and Human Services of the United States of America, effective October 1, 2021, the Funding Agreement, as amended, is hereby further amended as follows:

Appendices: The following appendix is incorporated by reference and attached:

Appendix B – FY 2024 Facility List (July 5, 2024)

Norton Sound Health Corporation - on Behalf of Itself and Certain Alaska Native Tribes Identified in Exhibit A of the Compact

By: Angie Gorn
Angie Gorn, President/CEO

9/3/24
Date

**United States of America
Secretary of
Department of Health and Human Services**

By: _____
Alaska Area Director, Indian Health Service

Date

Norton Sound Health Corporation Funding Agreement - Appendix B

Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
1000 Greg Kruschek Ave, Nome, AK 99762	NSHC Hospital	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
1100 Greg Kruschek Ave, Nome, AK 99762	Quyanna Care Center	Section 3.2.8
706 East N. Street Nome, AK 99762	NSHC Wellness and Training Center	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
704 East N. Street Nome, AK 99762	NHSC Patient Hostel Building	Section 3.2.14; Section 3.4.8.1; Section 3.5
711 East 3 rd Avenue Nome, AK 99762	Kusqi House (2)	Section 3.2.14; 3.5
607 Division Street Nome, AK 99762	Pre-Maternal Home	Section 3.2.14; Section 3.4.8.1; Section 3.5
117 West 5th Ave, Nome, AK 99762	Lawyers Apartments (7)	Section 3.5
990 Greg Kruschek Avenue, Nome, AK 99762	NSHC Plex Housing (20)	Section 3.5
700 East K Street Nome, AK 99762	Nome Duplex	Section 3.5

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

85058 Clarence Road Brevig Mission, AK 99785	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
200 Walrus Way Diomedes, AK 99762	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
69 Moses Point Road Elim, AK 99739	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
110 Clinic Road Gambell, AK 99742	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
62039 Daquamaaq Rd, Golovin, AK 99762	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
5 Amaktoolik Street Golovin, AK 99762	Golovin House	Section 3.5
East 2 nd Avenue, Koyuk, AK 99753	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Lot 6, Block 16 (US Survey 8892, Plat 84- 19) Koyuk, AK	Koyuk House	Section 3.5
Bald Street St. Michael, AK 99659	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
100 Pioneer Drive St. Michael, AK 99659	St. Michael Triplex	Section 3.5
2 Airport Road Savoonga, AK 99769	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
2 Airport Road Savoonga, AK 99769	Savoonga Duplex	Section 3.5
1 st Main Street Shaktoolik, AK 99659	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
40 Runway Drive Shishmaref, AK 99772	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
123 Oceanview Shishmaref, AK 99772	Shishmaref Duplex	Section 3.5
50 School Blvd. Stebbins, AK 99671	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
545 Tundra Street	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective July 5, 2024

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Teller, AK 99778		
189 Airport Road Unalakleet, AK 99684	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.2.13; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
270 Martha Anagick Aarons Subdivision Unalakleet, AK 99684	Ikayuyuti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Airport Junction Road Wales, AK 99783	Wales Health Clinic and Morgue	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.4.19; Section 3.7; Section 3.8
1 Scow John Road, White Mtn, AK 99784	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
	staff housing owned/rented	Section 3.5
NSA West 6 th Avenue Nome, AK 99762	West Campus (4 Storage Buildings)	Section 3.5
705 East K Street Nome, AK 99762	Nome Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
Airport Junction Road Wales, AK 99783	NSHC Tri-Plex Provider Housing	Section 3.5
Mile 20 Nome-Council Hwy	Nuuk Cabins	Section 3.3.2, 3.3.7
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19
All Villages	Washeterias	Section 3.4.9

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. 2023 Tax Exemption. NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. Refund of Taxes. The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#: 001.201.05		Land Value:	\$ 288,400.00
Location: W. 6TH AVE. (127 7A)		Improvements:	\$ 1,204,600.00
Legal Description		Assessed Value:	\$ 1,493,000.00
Block: 127		Exemption:	\$ 1,493,000.00
Lot: 7A		Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
2024 Tax Amount Due:			.00
Total Amount Due:			.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.201.05

Please check for address corrections and indicate change(s) above

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.201.05

Please check for address corrections and indicate change(s) above

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

**VII. Block 110, Lot 1-2, 001.211.03A (Patient Hostel West, Pre-Maternal Home, old BHS)
Attachments**

RECEIVED

FEB 25 2025



CITY OF NOME
CLERKS DEPARTMENT

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

2022

Open to Public
Inspection

A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/
terminated
☐ Amended return
☐ Application pending

C Name of organization

NORTON SOUND HEALTH CORPORATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

P.O. BOX 966

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NOME

AK 99762

D Employer identification number

92-0041488

E Telephone number

907-443-3311

G Gross receipts \$ 246,536,630

F Name and address of principal officer:

ANGELA GORN

P.O. BOX 966

NOME

AK 99762

H(a) Is this a group return for subordinates? ☐ Yes ☒ NoH(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG

H(c) Group exemption number

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1970

M State of legal domicile: AK

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:

COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE
HIGHEST QUALITY HEALTH CARE POSSIBLE.2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)

3 22

4 Number of independent voting members of the governing body (Part VI, line 1b)

4 21

5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)

5 992

6 Total number of volunteers (estimate if necessary)

6 0

7a Total unrelated business revenue from Part VIII, column (C), line 12

7a 0

b Net unrelated business taxable income from Form 990-T, Part I, line 11

7b 0

Revenue

8 Contributions and grants (Part VIII, line 1h)

Prior Year	Current Year
109,003,392	148,138,221

9 Program service revenue (Part VIII, line 2g)

92,050,839	89,835,659
------------	------------

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

1,239,577	6,565,674
-----------	-----------

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)

1,216,581	1,802,408
-----------	-----------

12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)

203,510,389	246,341,962
-------------	-------------

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)

1,077,046	1,222,393
-----------	-----------

14 Benefits paid to or for members (Part IX, column (A), line 4)

	0
--	---

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)

114,344,592	127,064,862
-------------	-------------

16a Professional fundraising fees (Part IX, column (A), line 11e)

	0
--	---

b Total fundraising expenses (Part IX, column (D), line 25)

0

17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)

65,652,228	73,133,296
------------	------------

18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)

181,073,866	201,420,551
-------------	-------------

19 Revenue less expenses. Subtract line 18 from line 12

22,436,523	44,921,411
------------	------------

Net Assets or Fund Balances

20 Total assets (Part X, line 16)

Beginning of Current Year	End of Year
468,101,447	514,895,339

21 Total liabilities (Part X, line 26)

61,776,338	61,757,075
------------	------------

22 Net assets or fund balances. Subtract line 21 from line 20

406,325,109	453,138,264
-------------	-------------

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign
Here

Signature of officer

Date

CHRISTOPHER BOLTON

CHIEF OPERATING OFR

Type or print name and title

Paid
Preparer
Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if PTIN

ROBERT L. REHFELD

ROBERT L. REHFELD

08/16/24

self-employed

P00104959

Firm's name

ELGEE REHFELD, LLC

Firm's EIN

92-0127098

Firm's address

9309 GLACIER HWY STE B200
JUNEAU, AK 99801-9300

Phone no.

907-789-3178

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2022)

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X		
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X	
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b				
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X	
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X	
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X	
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c				
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X	
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b				
7	Organizations that may receive deductible contributions under section 170(c).					
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b				
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X	
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g				
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h				
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8				
9	Sponsoring organizations maintaining donor advised funds.					
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a				
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b				
10	Section 501(c)(7) organizations. Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	Section 501(c)(12) organizations. Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a				
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	Section 501(c)(29) qualified nonprofit health insurance issuers.					
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X	
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b				
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X	
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17				

**NSHC PRE-MATERNAL HOME
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Pre-Maternal Home 19557**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	128,920.00	1,249,550.00
Patient Service Revnue	-	-
Total Income	128,920.00	1,249,550.00
Expenses:		
Wages	13,521.43	469,675.36
Heating Fuel	2,749.79	36,281.28
Utilities	-	-
Telephone/Internet	-	10,945.68
Prop Tax	21,897.15	-
Consulting & Purchased Svcs	500.00	-
Supplies	6,020.83	40,402.12
Insurance	7,192.00	7,361.64
Depreciation	452,212.68	452,212.68
Equip Purchases	-	-
Equip, Repairs & Maintenance	27.00	-
105(I) Lease Restricted Reserve	128,920.00	1,249,550.00
Freight	-	-
Total Expense	619,519.45	1,796,753.40
Excess Rev over (under) Expenses	(490,599.45)	(547,203.40)

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-1145

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**NSHC PRE-MATERNAL HOME
6077 DIVISION STREET
NOME, AK 99762**

LEASE AGREEMENT FOR
NSHC PRE-MATERNAL HOME

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(f) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(f) (previously 25 U.S.C. § 450j(f)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 10,080 square feet located at 607 Division Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from August 23, 2024, through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(f), 25 U.S.C. § 5324(f) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated August 23, 2024, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$128,920 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(f) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Dr. Chris Poole, DHA, LCSW
Director, (Acting)
Office of Direct Service and Contracting Tribes
Mail Stop: 08E17
5600 Fishers Lane
Rockville, MD 20857
Email: Chris.Poole@ihs.gov
Telephone: (218) 444-0475

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 9/19/24
Angie Gorn
President/CEO
Norton Sound Health Corporation
Date

UNITED STATES OF AMERICA

By: Christopher A. Poole -S Digitally signed by
Christopher A. Poole -S
Date: 2024.09.30 13:38:41
-05'00'
Dr. Chris Poole, DHA, LCSW
Director, (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

8/23/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PRE-MATERNAL HOME - 10,080 SF
607 DIVISION STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-1145: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
Sub-Total		\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,209,867.31
2024 Appraisal 10,080 SF * \$120.026400 per SF per Ye		\$ 1,209,867.31
Compensation Amount		\$ 1,209,867.31
Adjusted Compensation Amount (Rounded)		\$ 1,209,867
Lease term: 8/23/2024 to 9/30/2024 - Compensation prorated to 39 days		\$ 128,920

LEASE MODIFICATIONLEASE MODIFICATION NO.
FY2025 - Mod 1LEASE NO.
IHS-NSHC-2024-1145EFFECTIVE DATE
10/1/2024PAGE
1 of 1ADDRESS OF PREMISES
NSHC Pre-Maternal Home, 607 Division Street, Nome, AK 99762SIZE (SF)
10,080

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

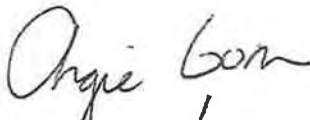
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-1145 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,249,550, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
15:10:50 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PRE-MATERNAL HOME - 10,080 SF
607 DIVISION STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-1145: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,249,550.30
	2024 Appraisal - FY25 3.28% CPI 10,080 SF * \$123.963200 per SF per Ye	\$ 1,249,550.30
	Compensation Amount	\$ 1,249,550.30
	Adjusted Compensation Amount (Rounded)	\$ 1,249,550

**FUNDING AGREEMENT
BETWEEN
THE NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FISCAL YEARS 2022-2024**

EFFECTIVE DATE: SEPTEMBER 30, 2024

In accordance with Section 14.1 of the FYs 2022-2024 Funding Agreement made and entered into by Norton Sound Health Corporation (NSHC) and the Secretary of the Department of Health and Human Services of the United States of America, effective October 1, 2021, the Funding Agreement, as amended, is hereby further amended as follows:

1. **Section 9.2** is amended as follows:

9.2 Section 105(l) Leases. To facilitate IHS review of a Co-Signer's proposal for any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed, for any facilities leased under Section 105(l) of the Act to IHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), Section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic; 2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak "Dagumaaq" Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrueq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) White Mountain Clinic (Natchirsvik Health Clinic); 14) Nome Operations Building; 15) NSHC Wellness & Training Center; 16) Diomedea Clinic; 17) NSHC Patient Hostel Building; 18) Quyanra Care Center; 19) NSHC Hospital; 20) Golovin House; 21) St. Michael Triplex; 22) Savoonga Duplex; 23) Lawyers Apartments; 24) Kusqui House; 25) NSHC Plex Housing; 26) Shishmaref Duplex; 27) Koyuk House; 28) West Campus (4 Storage Buildings); 29) Wales Health Clinic and Morgue; 30) NSHC Tri-Plex Provider Housing; 31) Nuuk Cabins; 32) Pre-Maternal Home.

Norton Sound Health Corporation - on Behalf of Itself and Certain Alaska Native Tribes Identified in Exhibit A of the Compact

By: Angie Gorn
Angie Gorn, President/CEO

11/6/24
Date

**United States of America
Secretary of
Department of Health and Human Services**

By: Evangelyn L. Castagna -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Castagna -S
Date: 2024.12.23 15:19:37 -09'00'

Date

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. **2023 Tax Exemption.** NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. **Refund of Taxes.** The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk

**I. Block 91, Lot 3 & 4, 001.221.05A (7-Plex)
Attachments**

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT



LEASE MODIFICATION

LEASE MODIFICATION NO.	LEASE NO.	EFFECTIVE DATE	PAGE
FY2024 - Mod 1	IHS-NSHC-2023-809	10/1/2023	1 of 1
ADDRESS OF PREMISES	SIZE (SF)		
Lawyer's Apartments (7), 117 West 5th Avenue, Nome, AK 99762	8,675		

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-809 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$166,423, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE



12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023 -

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
LAWYER'S APARTMENTS (7) - 8,675 SF
117 WEST 5TH AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-809: FY2024 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 239,062.18
	FY23 Appraisal - FY24 8.15% CPI 8,675 SF * \$27.557600 per SF per Year \$ 239,062.18	
	Compensation Amount	\$ 239,062.18
	Rental Income Offset	\$ -72,639.00
	Adjusted Compensation Amount (Rounded)	\$ 166,423

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 2	LEASE NO. IHS-NSHC-2023-809	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES Lawyer's Apartments (7), 117 West 5th Avenue, Nome, AK 99762			SIZE (SF) 8,675

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

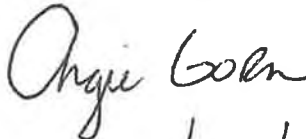
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-809 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$194,516, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:55:12 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
LAWYER'S APARTMENTS (7) - 8,675 SF
117 WEST 5TH AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-809: FY2025 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 246,903.51
	FY23 Appraisal - FY25 3.28% CPI 8,675 SF * \$28.461500 per SF per Year \$ 246,903.51	
	Compensation Amount	\$ 246,903.51
	Rental Income Offset	\$ -52,388.00
	Adjusted Compensation Amount (Rounded)	\$ 194,516

**NSHC 7-PLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
7-Plex 19516**

	PROJECTED		
	FY23	FY24	FY25
Income:			
105(l) Lease Revenue	58,395.00	166,423.00	194,516.00
Rental Income	72,639.04	50,699.42	37,998.96
Total Income	131,034.04	217,122.42	232,514.96
Expenses:			
Heating Fuel	18,057.42	13,967.27	20,052.40
Utilities	14,201.15	1,466.07	6,379.92
Telephone/Internet	6,930.25	15,540.00	15,540.00
Prop Tax	10,735.20	11,757.60	
Consulting & Purchased Svcs	4,225.00	600.00	14,166.00
Supplies	3,410.33	10,374.00	6,244.36
Insurance	13,180.00	6,313.00	6,794.04
Depreciation	27,467.80	27,467.80	27,467.80
Equip Purchases			0.00
Equip, Repairs & Maintenance	766.16	609.31	0.00
105(l) Lease Restricted Reserve	58,395.00	166,423.00	194,516.00
Freight	805.21	1,411.29	0.00
Total Expense	158,173.52	255,929.34	291,160.52
Excess Rev over (under) Expenses	(27,139.48)	(38,806.92)	(58,645.56)

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.**2022**
Open to Public Inspection**A** For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization NORTON SOUND HEALTH CORPORATION		D Employer identification number 92-0041488
	Doing business as		E Telephone number 907-443-3311
	Number and street (or P.O. box if mail is not delivered to street address) P.O. BOX 966		Room/suite
	City or town, state or province, country, and ZIP or foreign postal code NOME AK 99762		G Gross receipts \$ 246,536,630
	F Name and address of principal officer ANGELA GORN P.O. BOX 966 NOME AK 99762		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions. H(c) Group exemption number
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1970	M State of legal domicile: AK

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	
	6	Total number of volunteers (estimate if necessary)	
Revenue	7a	Total unrelated business revenue from Part VIII, column (C), line 12	
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	
Expenses	8	Contributions and grants (Part VIII, line 1h)	
	9	Program service revenue (Part VIII, line 2g)	
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	
	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	
	14	Benefits paid to or for members (Part IX, column (A), line 4)	
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	
	16b	Total fundraising expenses (Part IX, column (D), line 25)	
Net Assets or Fund Balances	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	
	19	Revenue less expenses. Subtract line 18 from line 12	
	20	Total assets (Part X, line 16)	
	21	Total liabilities (Part X, line 26)	
	22	Net assets or fund balances. Subtract line 21 from line 20	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer CHRISTOPHER BOLTON		Date 08/16/24	
	Type or print name and title CHIEF OPERATING OFR			
Paid Preparer Use Only	Print/Type preparer's name ROBERT L. REHFELD	Preparer's signature ROBERT L. REHFELD	Date 08/16/24	Check <input type="checkbox"/> if self-employed PTIN P00104959
	Firm's name ELGEE REHFELD, LLC	Firm's EIN 92-0127098		
	Firm's address 9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300	Phone no. 907-789-3178		

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

**IX. Tract A, 190.1.059 (Hospital)
Attachments**

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2024 - Mod 2	LEASE NO. IHS-NSHC-2022-570	EFFECTIVE DATE 10/1/2023	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Hospital, 1000 Greg Krushek Avenue, Nome, AK 99762			SIZE (SF) 149,156

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2022-570 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$19,274,252, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE

 12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

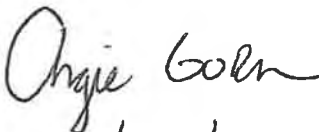
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC HOSPITAL - 149,156 SF
1000 GREG KRUSHEK AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2022-570: FY2024 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
Sub-Total		\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 19,274,251.55
FY22 Appraisal - FY24 8.15% CPI 149,156 SF * \$129.222100 per SF per Y		\$ 19,274,251.55
Compensation Amount		\$ 19,274,251.55
Adjusted Compensation Amount (Rounded)		\$ 19,274,252

LEASE MODIFICATION			
LEASE MODIFICATION NO. FY2025 - Mod 3	LEASE NO. IHS-NSHC-2022-570	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Hospital, 1000 Greg Krushek Avenue, Nome, AK 99762			SIZE (SF) 149,156
<p>THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:</p> <p>WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <ol style="list-style-type: none">1. The term of the Lease is extended for a period of one (1) year for said premises.2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2022-570 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$19,906,449, as shown in Attachment A, dated 10/1/2024. <p>EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.</p> <p>IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date</p>			
FOR THE NORTON SOUND HEALTH CORPORATION			
SIGNATURE & DATE  10/23/24		NAME & TITLE OF SIGNER Angie Gorn President/CEO Norton Sound Health Corporation	
FOR THE UNITED STATES OF AMERICA			
SIGNATURE & DATE Christopher A. Poole -S Digitally signed by Christopher A. Poole -S Date: 2025.01.02 14:56:26 -06'00'		NAME & TITLE OF SIGNER Dr. Chris Poole, DHA, LCSW Director (Acting) Office of Direct Service and Contracting Tribes Indian Health Service	

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V

NSHC HOSPITAL - 149,156 SF
1000 GREG KRUSHEK AVENUE
NOME, AK 99762

LEASE NO. IHS-NSHC-2022-570: FY2025 - MOD 3

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 19,906,449.25
	FY22 Appraisal - FY25 3.28% CPI 149,156 SF * \$133.460600 per SF per Y	\$ 19,906,449.25
	Compensation Amount	\$ 19,906,449.25
	Adjusted Compensation Amount (Rounded)	\$ 19,906,449

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.**2022****Open to Public
Inspection****A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/
terminated
☐ Amended return
☐ Application pending

C Name of organization**NORTON SOUND HEALTH CORPORATION**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

P.O. BOX 966

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NOME**AK 99762****D** Employer identification number**92-0041488****E** Telephone number**907-443-3311****G** Gross receipts \$ **246,536,630****F** Name and address of principal officer**ANGELA GORN
P.O. BOX 966
NOME****AK 99762****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **HTTP://WWW.NORTONSOUNDHEALTH.ORG****H(c)** Group exemption number**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **1970****M** State of legal domicile: **AK****Part I Summary**

Activities & Governance		Revenue		Expenses		Net Assets or Fund Balances	
1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.							
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.							
3 Number of voting members of the governing body (Part VI, line 1a)		3	22				
4 Number of independent voting members of the governing body (Part VI, line 1b)		4	21				
5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)		5	992				
6 Total number of volunteers (estimate if necessary)		6	0				
7a Total unrelated business revenue from Part VIII, column (C), line 12		7a	0				
b Net unrelated business taxable income from Form 990-T, Part I, line 11		7b	0				
		Prior Year		Current Year			
8 Contributions and grants (Part VIII, line 1h)		109,003,392		148,138,221			
9 Program service revenue (Part VIII, line 2g)		92,050,839		89,835,659			
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		1,239,577		6,565,674			
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		1,216,581		1,802,408			
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		203,510,389		246,341,962			
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		1,077,046		1,222,393			
14 Benefits paid to or for members (Part IX, column (A), line 4)				0			
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		114,344,592		127,064,862			
16a Professional fundraising fees (Part IX, column (A), line 11e)				0			
b Total fundraising expenses (Part IX, column (D), line 25)		0					
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		65,652,228		73,133,296			
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		181,073,866		201,420,551			
19 Revenue less expenses. Subtract line 18 from line 12		22,436,523		44,921,411			
		Beginning of Current Year		End of Year			
20 Total assets (Part X, line 16)		468,101,447		514,895,339			
21 Total liabilities (Part X, line 26)		61,776,338		61,757,075			
22 Net assets or fund balances. Subtract line 21 from line 20		406,325,109		453,138,264			

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date
	CHRISTOPHER BOLTON Type or print name and title CHIEF OPERATING OFR	
Prepared	Print/Type preparer's name ROBERT L. REHFELD	Preparer's signature ROBERT L. REHFELD
Preparer Use Only	Firm's name ELGEE REHFELD, LLC Firm's address 9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300	Date 08/16/24 Check <input type="checkbox"/> if PTIN self-employed P00104959 Firm's EIN 92-0127098 Phone no. 907-789-3178

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

2024 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORP
PO BOX 966
NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2024 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2024.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
1000 E 7TH AVE	190.1.059	3/20/2024	4/19/2024

Property Information

Lot Size: 38.85 AC; Tract: A; Subdivision: NSHC NOME HOSPITAL PARCEL; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$43,100	\$76,366,700	\$76,409,800
Adjustments			
NP - Hospital	-\$43,100	-\$76,366,700	-\$76,409,800
Taxable Value	\$0	\$0	\$0

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 151 Nome AK 99762
Phone # 907-443-6000 Fax# 907-443-6346



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#: 190.1.059		Land Value:	\$ 43,100.00
Location: 1000 E. 7TH AVE.		Improvements:	\$ 76,366,700.00
Legal Description (FUTURE HOSPITAL SITE) COM		Assessed Value:	\$ 76,409,800.00
Block: TRACT A		Exemption:	\$ 76,409,800.00
Lot:		Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
		2024 Tax Amount Due:	.00
		Total Amount Due:	.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 190.1.059

Please check for address corrections and indicate change(s) above

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

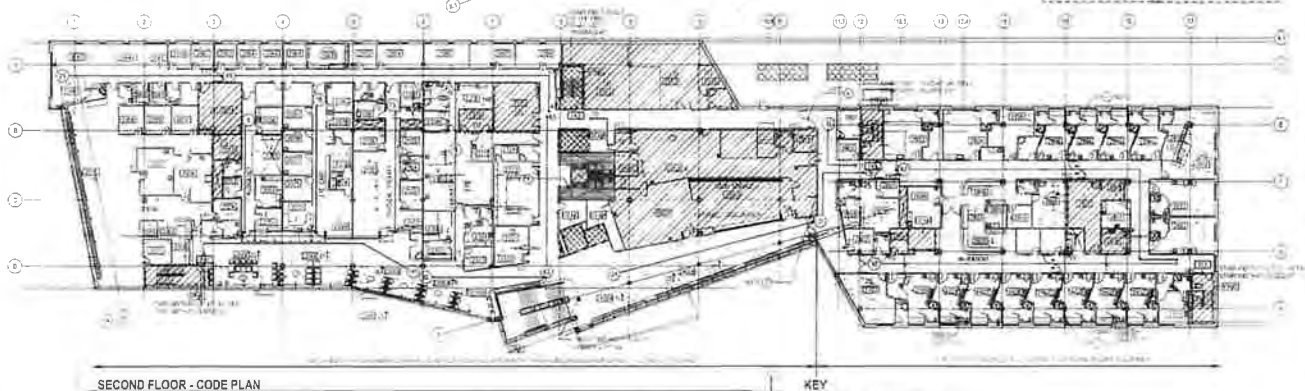
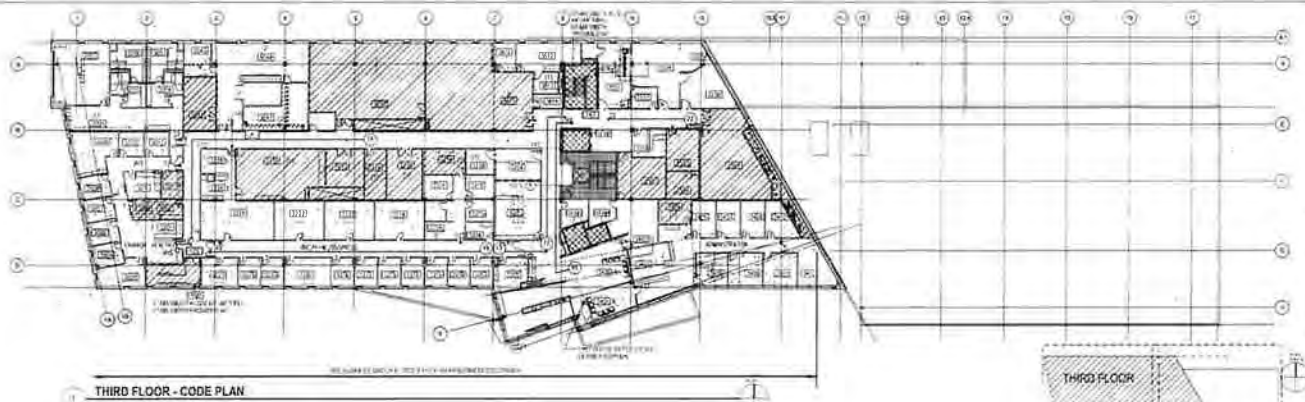
TAX ID #: 190.1.059

Please check for address corrections and indicate change(s) above

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

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NSHC

U.S. DEPARTMENT OF
HEALTH AND HUMAN SERVICES

NATIONAL SURVEILLANCE
CENTERS FOR INFECTION CONTROL
AND DISEASE PREVENTION

1600 CLINTON DRIVE
ATLANTA, GEORGIA 30333

(404) 625-7800

G-015
RECORD DRAWING

RECORD DRAWING

II. Block MS 1298, 192.1.085 (20-Plex)
Attachments

RECEIVED

FEB 25 75



CITY OF NOME
CLERKS DEPARTMENT

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2024 - Mod 1	LEASE NO. IHS-NSHC-2023-808	EFFECTIVE DATE 10/1/2023	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Plex Housing (20), 990 Greg Kruscheck Avenue, Nome, AK 99762			SIZE (SF) 20,892

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-808 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,239,339, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE



12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PLEX HOUSING (20) - 20,892 SF
990 GREG KRUSCHEK AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-808: FY2024 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,461,403.76
	FY23 Appraisal - FY24 8.15% CPI 20,892 SF * \$69.950400 per SF per Year	\$ 1,461,403.76
	Compensation Amount	\$ 1,461,403.76
	Rental Income Offset	\$ -222,065.00
	Adjusted Compensation Amount (Rounded)	\$ 1,239,339

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 2	LEASE NO. IHS-NSHC-2023-808	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Plex Housing (20), 990 Greg Kruschek Avenue, Nome, AK 99762			SIZE (SF) 20,892

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

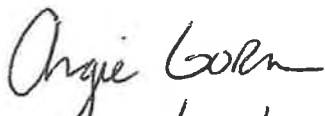
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-808 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,292,818, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
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NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PLEX HOUSING (20) - 20,892 SF
990 GREG KRUSCHEK AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-808: FY2025 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,509,338.36
	FY23 Appraisal - FY25 3.28% CPI 20,892 SF * \$72.244800 per SF per Year	\$ 1,509,338.36
	Compensation Amount	\$ 1,509,338.36
	Rental Income Offset	\$ -216,520.00
	Adjusted Compensation Amount (Rounded)	\$ 1,292,818

**NSHC 20-PLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
20-Plex 19515**

	FY23	FY24	PROJECTED FY25
Income:			
105(I) Lease Revenue	431,299.00	1,239,339.00	1,292,818.00
Rental Income	166,548.73	209,473.90	185,310.52
Total Income	597,847.73	1,448,812.90	1,478,128.52
Expenses:			
Heating Fuel	22,071.02	15,363.28	33,062.12
Utilities	-	24,801.74	60,933.88
Telephone/Internet	44,400.00	44,400.00	44,400.00
Prop Tax	49,430.85	54,138.55	-
Consulting & Purchased Svcs	-	81,268.00	74,498.00
Supplies	13,898.73	35,091.74	24,940.00
Insurance	21,273.99	17,060.04	17,461.44
Depreciation	283,706.25	283,706.25	283,706.25
Equip Purchases	2,763.35	755.51	-
Equip, Repairs & Maintenance	38,509.05	18,900.78	-
105(I) Lease Restricted Reserve	431,299.00	1,239,339.00	1,292,818.00
Freight	-	7,485.90	-
Total Expense	907,352.24	1,822,310.79	1,831,819.69
Excess Rev over (under) Expenses	(309,504.51)	(373,497.89)	(353,691.17)

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.**2022****Open to Public
Inspection****A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23****B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/
terminated
☐ Amended return
☐ Application pending

C Name of organization**NORTON SOUND HEALTH CORPORATION**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

P.O. BOX 966

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NOME**AK 99762****D** Employer identification number**92-0041488****E** Telephone number**907-443-3311****G** Gross receipts \$ **246,536,630****F** Name and address of principal officer:**ANGELA GORN****P.O. BOX 966****NOME****AK 99762****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **HTTP://WWW.NORTONSOUNDHEALTH.ORG****H(c)** Group exemption number**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **1970** **M** State of legal domicile: **AK****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.	
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3	Number of voting members of the governing body (Part VI, line 1a)	22
	4	Number of independent voting members of the governing body (Part VI, line 1b)	21
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	992
	6	Total number of volunteers (estimate if necessary)	0
Revenue	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0
	8	Contributions and grants (Part VIII, line 1h)	109,003,392
	9	Program service revenue (Part VIII, line 2g)	148,138,221
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	92,050,839
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	89,835,659
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,239,577
	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	6,565,674
	14	Benefits paid to or for members (Part IX, column (A), line 4)	1,216,581
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,802,408
Expenses	16a	Professional fundraising fees (Part IX, column (A), line 11e)	203,510,389
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	246,341,962
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,077,046
	19	Revenue less expenses. Subtract line 18 from line 12	1,222,393
	20	Total assets (Part X, line 16)	0
	21	Total liabilities (Part X, line 26)	114,344,592
Net Assets or Fund Balances	22	Net assets or fund balances. Subtract line 21 from line 20	127,064,862
	23	Beginning of Current Year	0
	24	End of Year	0
Revenue	25	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	65,652,228
	26	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	73,133,296
	27	Total expenses. Add lines 25-26 (must equal Part IX, column (A), line 25)	181,073,866
	28	Revenue less expenses. Subtract line 27 from line 12	201,420,551
Net Assets or Fund Balances	29	Beginning of Current Year	22,436,523
	30	End of Year	44,921,411
	31	Net assets or fund balances. Subtract line 30 from line 29	468,101,447
Net Assets or Fund Balances	32	Beginning of Current Year	61,776,338
	33	End of Year	61,757,075
	34	Net assets or fund balances. Subtract line 33 from line 32	406,325,109
Net Assets or Fund Balances	35	Beginning of Current Year	453,138,264
	36	End of Year	453,138,264
	37	Net assets or fund balances. Subtract line 36 from line 35	453,138,264

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date		
	CHRISTOPHER BOLTON Type or print name and title	CHIEF OPERATING OFR		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if PTIN
	ROBERT L. REHFELD	ROBERT L. REHFELD	08/16/24	self-employed P00104959
	Firm's name	Firm's EIN	92-0127098	
	ELGEE REHFELD, LLC 9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300	907-789-3178		

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X		
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X	
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b				
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X	
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X	
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X	
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c				
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X	
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b				
7	Organizations that may receive deductible contributions under section 170(c).					
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b				
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X	
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g				
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h				
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8				
9	Sponsoring organizations maintaining donor advised funds.					
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a				
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b				
10	Section 501(c)(7) organizations. Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	Section 501(c)(12) organizations. Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a				
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	Section 501(c)(29) qualified nonprofit health insurance issuers.					
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X	
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b				
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X	
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17				

DATE: 02/19/25 @ 0954 USER: FIN DP				Norton Sound Health - Live - GL DETAIL TRIAL BALANCE				PAGE 1			
OCT 23 - SEP 24 FINAL										Round Money: 0.01	
FROM ACCOUNT 19515653				THRU ACCOUNT 19515653							
ACCOUNT	JOURNAL	DATE	BCH ENTRY	DEBITS	CREDITS	DESCRIPTION	OPEN	TOTAL DEBITS	TOTAL CREDITS	NET CHANGE	CLOSE
19515653 - 20 PLEX CONSULTING/PURCHASED SVCS							0.00	81,268.00		81,268.00	81,268.00
	PAYABLES	01/16/24	1 33	11,435.00		V# V0105761 I# INV-0000277489 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	01/31/24	1 54	7,716.50		V# V0105761 I# INV-0000278091 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	02/13/24	3 24	4,806.00		V# V0105761 I# INV-0000278923 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	02/23/24	2 33	10,016.50		V# V0105761 I# INV-0000279119 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/03/24	1 98	7,208.50		V# V0105761 I# INV-0000282479 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/04/24	1 246	10,685.00		V# V0105761 I# INV-000028471 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/08/24	1 155	8,122.50		V# V0105761 I# INV-0000280368 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/08/24	1 178	681.50		V# V0105761 I# INV-0000276095 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/08/24	1 179	2,131.00		V# V0105761 I# INV-0000276558 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/18/24	1 122	6,494.00		V# V0105761 I# INV-0000284189 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	05/13/24	3 5	6,596.50		V# V0105761 I# INV-0000287502 F# SYSTEM R# 050724-1415 Vendor: STAMPEDE VENTURES					
	PAYABLES	07/10/24	2 5	5,375.00		V# V0105761 I# INV-0000290526 F# SYSTEM R# 070924-1523 Vendor: STAMPEDE VENTURES					
				81,268.00							
GRAND TOTALS							0.00	81,268.00	0.00	81,268.00	81,268.00

**FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024**

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The "Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC's technical issue, OIT's support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-Signer through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-signer through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF. NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621f;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quynna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff:

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services:

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as "Summercise" programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy.

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing:

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/PS in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education: socialization: health screening: growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 **Generally.** This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 **Non-IHS Funding.** NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 **FTCA.** The Federal Tort Claims Act applies to NSHC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement. The Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandates associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC's signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic:

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrueq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomed Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession. NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

14.2.1.1 require a change to Section 3 [Tribal Programs and Budget];

14.2.1.2 require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

14.2.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

14.2.2.1 Program/Area/HQ Mandatories;

14.2.2.2 Program/Area/HQ End-of-Year Distributions;

14.2.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;

14.2.2.4 PRC Deferred Services;

14.2.2.5 Routine Maintenance & Improvement; or

14.2.2.6 Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1.** 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2.** 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3.** 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4.** 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5.** 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6.** 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7.** 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8.** 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9.** 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

United States of America
Secretary of Department of Health and Human
Services

By: _____
Alaska Area Director, Indian Health Service

Date: 11/4/22 _____

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**

A handwritten signature in black ink that reads "Angie Gorn". The signature is written in a cursive, flowing style.

By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____



917

Montana Fraction Block

USMS 1263

USMS 1298 RECORD OF SURVEY (2007-11)

Lucky Two Ranch

Donna's Ranch

NSHC HOME HOSP

East 1st

(115)

East 1st

Truck

GREG KRUMHOLTZ AVE



NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. 2. EXISTING GROUND CONTOURS FOR THE PROJECT SITE ARE BASED ON AN 8/6/03 AERIAL LIDAR SURVEY AND ADJUSTED TO A LOCAL COORDINATE SYSTEM. THE LOCAL COORDINATE SYSTEM IS BASED ON A SURVEY CONTROL BY BRISTOL CONSTRUCTION SERVICES DATED NOVEMBER 2013 THAT IS ATTACHED AS A REFERENCE DOCUMENT TO THESE PLANS. 3. THE EXISTING GROUND CONTOURS PREDATE THE EXISTING APARTMENT BUILDING AND ASSOCIATED PAD. CONNECTION TO THE EXISTING PAD AND GREG KRUSCHKE AVE. ARE BASED ON ASSUMED ELEVATIONS. THE CONTRACTOR SHALL VERIFY PAD ELEVATIONS DURING CONSTRUCTION STAGING. IF THE CONNECTION ELEVATIONS DO NOT MATCH THE ASSUMED ELEVATION IN THE DESIGN DRAWINGS, NOTIFY THE OWNER AND ENGINEER. 4. THE PROPERTY LINES ARE BASED ON EXISTING CITY OF NOME MAPS AND WERE ADJUSTED TO THE LOCAL COORDINATE SYSTEM REFERENCED IN THE DRAWINGS. THE CONTRACTOR SHALL LOCATE ALL PROPERTY CORNERS AND BOUNDARIES. CONTRACTOR SHALL VERIFY SLOPE LIMITS DO NOT CROSS THE PROPERTY LINES. NOTIFY THE OWNER AND ENGINEER OF LOCATIONS WHERE THE TOP OF THE FILL SLOPE IS WITHIN 10 FEET OF THE PROPERTY LINE. ADDITIONAL PLAT INFORMATION IS AVAILABLE UPON REQUEST. 5. GEOTECHNICAL RECOMMENDATIONS ARE BASED UPON EXPLORATION DATA FROM REPORT TITLED FINAL GEOTECHNICAL ENGINEERING REPORT DATED 02/26/24 BY DOWL. 6. ALL CONSTRUCTION SURVEYING SHALL BE CONDUCTED BY THE CONTRACTOR. 7. THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH A REDLINED SET OF CONSTRUCTION PLANS, REFLECTING AS-BUILT CONDITIONS. 8. ANY PRIVATE OR PUBLIC PROPERTY DISTURBED OUTSIDE OF THE PROJECT LIMITS SHALL BE REPLACED TO ORIGINAL CONDITION EXISTING DRAINAGE PATTERNS SHALL BE RESTORED BY THE CONTRACTOR AFTER CONSTRUCTION OF THE IMPROVEMENTS. 9. PROTECT EXISTING SURVEY MONUMENTATION. IF DISTURBED BY CONSTRUCTION ACTIVITIES, MONUMENTS SHALL BE RE-SET BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA. 10. UNLESS OTHERWISE INDICATED, ALL SPOT ELEVATIONS ARE TO FINISHED GRADE, TOP OF GRAVEL SURFACE. 11. ALL UNUSABLE AND UNSUITABLE EXCAVATION MATERIAL (I.E., ORGANICS, DEBRIS, MUD, ETC.) SHALL BE LEGALLY DISPOSED OF AT A CONTRACTOR FURNISHED DISPOSAL SITE. 12. THE VERTICAL DATUM WAS ADJUSTED 3.48' HIGHER TO MATCH EXISTING GROUND IN THE FIELD. ALL E.G., F.G., ETC. ELEVATIONS LISTED OR NOT WERE RAISED 3.48' IN THE FIELD. I.E. LISTED F.G. ELEV = 100.00, ACTUAL FIELD ELEV = 103.48.



LOCATION MAP
NTS



VICINITY MAP
NTS

INDEX OF SHEETS	
SHEET NO.	TITLE
C-001	LOCATION AND VICINITY MAPS, ABBREVIATIONS, LEGEND, AND GENERAL NOTES
C-100	EXISTING CONDITIONS PLAN
C-101	SITE PLAN
C-102-201A	GRADING PLAN
C-202-204	PAD SECTIONS
C-205	CULVERT DETAILS
REFERENCE	SURVEY CONTROL

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
2. EXISTING GROUND CONTOURS FOR THE PROJECT SITE ARE BASED ON AN 8/6/03 AERIAL LIDAR SURVEY AND ADJUSTED TO A LOCAL COORDINATE SYSTEM. THE LOCAL COORDINATE SYSTEM IS BASED ON A SURVEY CONTROL BY BRISTOL CONSTRUCTION SERVICES DATED NOVEMBER 2013 THAT IS ATTACHED AS A REFERENCE DOCUMENT TO THESE PLANS.
3. THE EXISTING GROUND CONTOURS PREDATE THE EXISTING APARTMENT BUILDING AND ASSOCIATED PAD. CONNECTION TO THE EXISTING PAD AND GREG KRUSCHKE AVE. ARE BASED ON ASSUMED ELEVATIONS. THE CONTRACTOR SHALL VERIFY PAD ELEVATIONS DURING CONSTRUCTION STAGING. IF THE CONNECTION ELEVATIONS DO NOT MATCH THE ASSUMED ELEVATION IN THE DESIGN DRAWINGS, NOTIFY THE OWNER AND ENGINEER.
4. THE PROPERTY LINES ARE BASED ON EXISTING CITY OF NOME MAPS AND WERE ADJUSTED TO THE LOCAL COORDINATE SYSTEM REFERENCED IN THE DRAWINGS. THE CONTRACTOR SHALL LOCATE ALL PROPERTY CORNERS AND BOUNDARIES. CONTRACTOR SHALL VERIFY SLOPE LIMITS DO NOT CROSS THE PROPERTY LINES. NOTIFY THE OWNER AND ENGINEER OF LOCATIONS WHERE THE TOP OF THE FILL SLOPE IS WITHIN 10 FEET OF THE PROPERTY LINE. ADDITIONAL PLAT INFORMATION IS AVAILABLE UPON REQUEST.
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6. ALL CONSTRUCTION SURVEYING SHALL BE CONDUCTED BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH A REDLINED SET OF CONSTRUCTION PLANS, REFLECTING AS-BUILT CONDITIONS.
8. ANY PRIVATE OR PUBLIC PROPERTY DISTURBED OUTSIDE OF THE PROJECT LIMITS SHALL BE REPLACED TO ORIGINAL CONDITION EXISTING DRAINAGE PATTERNS SHALL BE RESTORED BY THE CONTRACTOR AFTER CONSTRUCTION OF THE IMPROVEMENTS.
9. PROTECT EXISTING SURVEY MONUMENTATION. IF DISTURBED BY CONSTRUCTION ACTIVITIES, MONUMENTS SHALL BE RE-SET BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA.
10. UNLESS OTHERWISE INDICATED, ALL SPOT ELEVATIONS ARE TO FINISHED GRADE, TOP OF GRAVEL SURFACE.
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LEGEND

	EXISTING	PROPOSED
WATER LINE	---	---
SEWER LINE	---	---
STORM DRAIN	---	---
OVERHEAD ELECTRIC	---	---
UNDERGROUND ELECTRIC	---	---
WATER VALVE	⊗	⊗
HYDRANT	⊗	⊗
SEWER MANHOLE	⊗	⊗
STORM DRAIN CATCH BASIN MANHOLE	⊗	⊗
GUY WIRE	---	---
POWER POLE	⊗	⊗
PROPERTY MONUMENT	⊗	⊗
CONTOURS	---	---
TOE OF FILL	---	---
CULVERT	---	---
COORDINATE POINT	⊗	⊗
BRUSH/VEG	---	---
LIGHT POLE	⊗	⊗
PROPERTY LINE	---	---
BUILDING	---	---
GRADE BREAK	---	---
CULVERT CALLOUT (SEE SHEET C-205)	---	---

ABBREVIATIONS

APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
BLDG	BUILDING
CONT	CONTINUATION
CY	CUBIC YARD
DIA. #	DIAMETER
DIM	DIMENSION
E	EAST/EASTING
EG	EXISTING GROUND
ELEC	ELECTRICAL
EL. ELEV	ELEVATION
EXIST	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
GR	GRADE
GND	GROUND
HORIZ	HORIZONTAL
INSUL	INSULATION
INVERT	INVERT
LT	LEFT
M E	MATCH EXISTING
MDD	MAXIMUM DRY DENSITY
MAX	MAXIMUM
MIN	MINIMUM
N	NORTH/NORTHING
NO	NUMBER
N/A	NOT APPLICABLE
NAD	NORTH AMERICAN DATUM
NFS	NON-FROST SUSCEPTIBLE
NJUS	NOME JOINT UTILITY SYSTEM
O C	ON CENTER
OD	OUTSIDE DIAMETER
R	RADIUS
ROW	RIGHT-OF-WAY
S	SOUTH
STA	STATION
SVC	SERVICE
VB	VAULT BOX
VERT	VERTICAL
N	NORTH

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE DIMENSIONS AS SHOWN IN THE PROJECT. DIMENSIONS ARE IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: CENTRAL ENGINEERING INC.
DRAWING REVISION BY: DAVID SQUIER DATE: JANUARY 2025

BETTSWORTH NORTH

NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE
NOME, ALASKA

PROJECT NO: 20132
DATE: 02/01/24
DRAWN BY: DTS
CHECKED BY: JUB

LOCATION AND VICINITY MAPS
ABBREVIATIONS, LEGEND, AND
GENERAL NOTES
C-001

BETTISWORTH NORTH



NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

NOME, ALASKA



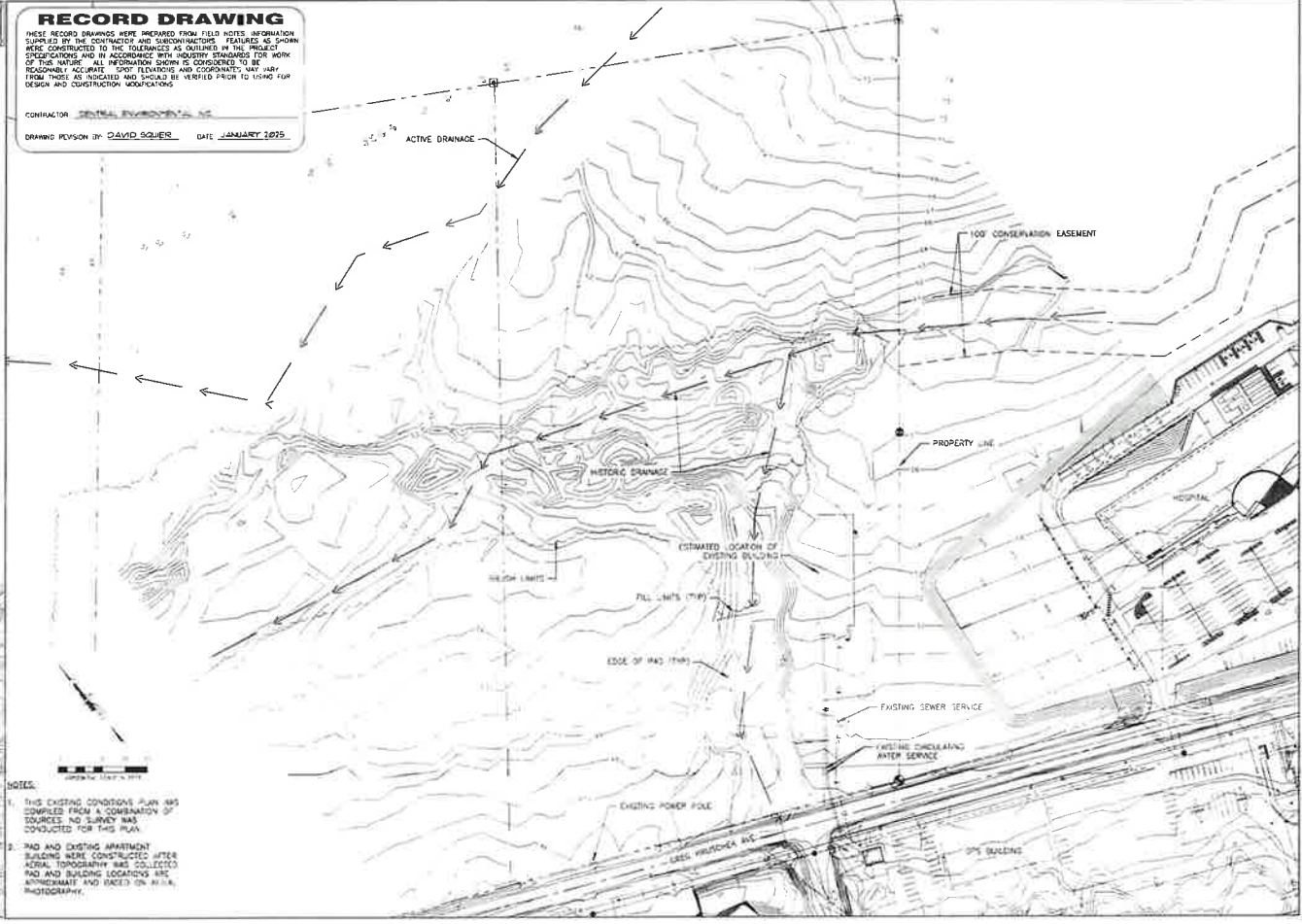
PROJECT NO.	220524
DATE	2024-07-25
DRAWN BY	DES
CHECKED BY	AJD

EXISTING CONDITIONS
PLAN
C-100

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS, FEATURES AS SHOWN WERE CONSTRUCTED TO THE TOLERANCES AS OUTLINED IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES WERE OBTAINED FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: BETTISWORTH NORTH
DRAWING PERSON BY: DAVID SQUIER DATE: JANUARY 2025



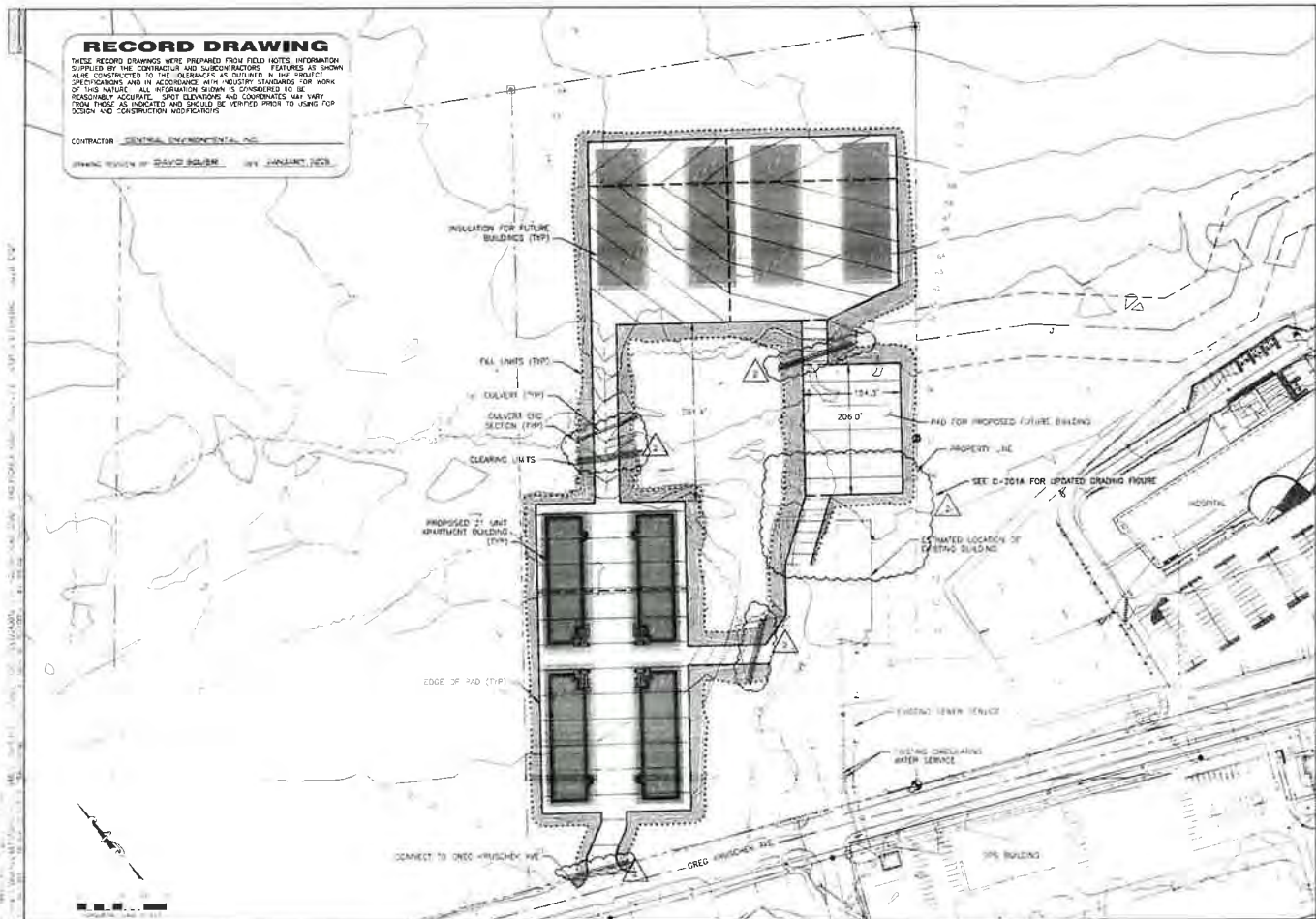
NOTES:
1. THIS EXISTING CONDITIONS PLAN WAS COMPILED FROM A COMBINATION OF SOURCES AND SURVEY HAS CONDUCTED FOR THIS PLAN.
2. PAD AND EXISTING APARTMENT BUILDING WERE CONSTRUCTED AFTER AERIAL PHOTOGRAPHY WAS COLLECTED. PAD AND BUILDING LOCATIONS AND DIMENSIONS WERE BASED ON AERIAL PHOTOGRAPHY.

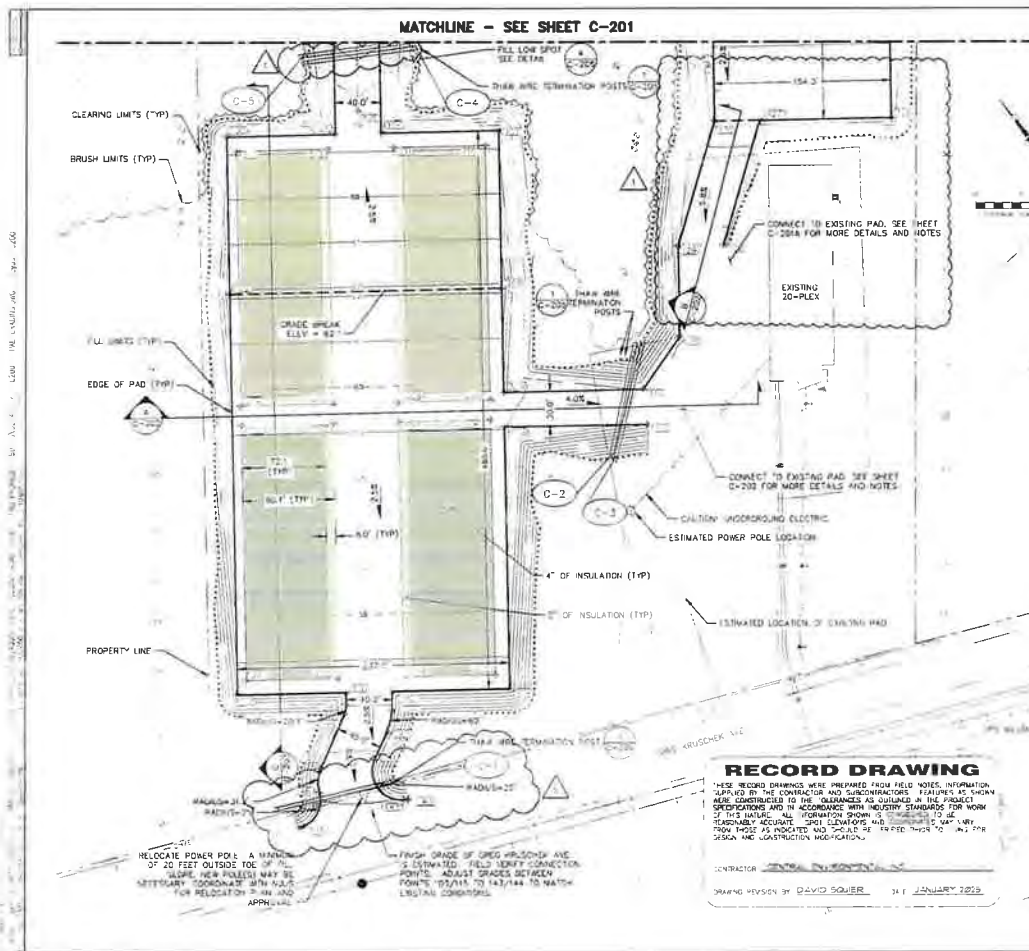


PROJECT NO.	100130
DATE	2/25/2015
DRAWN BY	DBK
CHECKED BY	DBK

ITER 1/11

C-101





GRADING POINTS

Point #	Northing	Easting	Description	Elevation
100	111555.39	112746.31	GRADING	53.3
101	111214.93	112672.93	GRADING	53.3
102	111486.78	112833.39	GRADING	52.1
103	111488.88	112980.32	GRADING	58.6
104	111534.49	113053.77	GRADING	58.6
105	111537.35	113081.84	GRADING	58.6
106	111509.22	113084.79	GRADING	58.6
107	111444.85	113164.39	GRADING	58.6
108	111337.47	113077.46	GRADING	52.1
109	111268.53	113119.53	GRADING	58.6
110	111189.35	113115.10	GRADING	54.8
111	111203.95	113189.46	GRADING	54.8
112	111183.84	113087.54	GRADING	54.8
113	111243.23	113001.03	GRADING	59.0
114	111055.64	112857.00	GRADING	53.3
115	111322.12	112772.23	GRADING	53.3
116	111235.88	113433.72	GRADING	61.3
117	111302.58	113345.58	GRADING	61.3
118	111245.24	113250.38	MATCHEXISTING	55.1
119	111265.44	113219.31	MATCHEXISTING	54.9
120	111328.19	113344.01	GRADING	61.3
121	111117.20	112766.26	GRADING	52.9
122	111106.00	112750.74	GRADING	52.4
123	111094.25	112722.22	GRADING	51.8
124	111057.01	112723.92	MATCHEXISTING	50.9
125	111049.34	112727.84	MATCHEXISTING	50.8
126	111091.34	112638.72	MATCHEXISTING	60.5
127	111088.81	112642.89	MATCHEXISTING	50.6
128	111023.44	112672.31	GRADING	51.1
129	111118.81	112688.46	GRADING	51.6
130	111147.85	112732.99	GRADING	52.8
131	111181.72	112739.54	GRADING	53.0

INSULATION POINTS

Point #	Northing	Easting	Description
200	111168.74	112748.93	2INCH-INSULATION
201	111219.21	112686.70	2INCH-INSULATION
202	111392.51	112977.23	2INCH-INSULATION
203	111342.43	112889.49	2INCH-INSULATION
204	111132.93	112993.00	2INCH-INSULATION
205	111057.01	112780.23	2INCH-INSULATION
206	111023.44	112749.79	2INCH-INSULATION
207	111026.28	112633.85	2INCH-INSULATION
208	111319.54	112944.31	2INCH-INSULATION
209	111269.19	113006.62	2INCH-INSULATION
210	111442.84	113197.09	2INCH-INSULATION
211	111442.84	113044.65	2INCH-INSULATION
212	111528.38	113040.38	2INCH-INSULATION
213	111578.68	112978.55	2INCH-INSULATION
214	111465.76	113038.03	2INCH-INSULATION
215	111555.29	112900.23	2INCH-INSULATION

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE DIMENSIONS AS SHOWN IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS BELIEVED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND DIMENSIONS MAY VARY FROM THOSE AS INDICATED AND LOCATED HEREIN DUE TO THE DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: **DAVID SQUER**

DRAWING REVISION BY: **DAVID SQUER** DATE: **JANUARY 2019**

BETTISWORTH NORTH

NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

Bristol

PROJECT NO: **2019-01**
DATE: **2019-01-21**
DRAWN BY: **DS**
CHECKED BY: **DS**

C-200

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE TOLERANCES AS OUTLINED IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: **DAVID SQUIER INC.**

DRAWING REVISION BY: **DAVID SQUIER** DATE: **JANUARY 2020**

HORIZONTAL SCALE: 1" = 100'

GRADING POINTS				
Point #	Northing	Easting	Description	Elevation
116	111752.97	113230.98	GRADING	66.8
117	111789.59	113285.79	GRADING	68.0
118	111978.21	113413.68	GRADING	69.3
119	111839.65	113594.53	GRADING	73.2
120	111871.78	113791.50	GRADING	75.3
121	111483.14	113646.83	GRADING	72.8
122	111488.13	113640.95	GRADING	72.8
123	111518.64	113516.80	GRADING	70.9
124	111483.02	113474.85	GRADING	66.7
125	111392.88	113552.48	GRADING	66.7
131	111488.80	113444.35	GRADING	66.7
132	111543.68	113488.78	GRADING	70.7
133	111814.40	113401.84	GRADING	70.7
134	111727.78	113263.04	GRADING	67.4
135	111724.85	113223.92	GRADING	67.2
136	111823.86	113369.57	GRADING	71.3
137	111785.29	113540.44	GRADING	74.6
138	111817.41	113747.42	GRADING	78.0

INSULATION POINTS				
Point #	Northing	Easting	Description	
228	111548.79	113572.50	2INCH-INSULATION	
229	111700.61	113382.76	2INCH-INSULATION	
230	111723.08	113713.05	2INCH-INSULATION	
231	111689.62	113775.28	4INCH-INSULATION	
232	111788.55	113774.88	2INCH-INSULATION	
233	111961.36	113415.43	4INCH-INSULATION	
234	111910.88	113477.68	2INCH-INSULATION	
235	111737.58	113337.11	2INCH-INSULATION	
236	111673.01	113523.32	2INCH-INSULATION	
237	111922.42	113585.54	4INCH-INSULATION	
238	111803.18	113445.03	2INCH-INSULATION	
239	111834.24	113464.81	2INCH-INSULATION	
240	111807.54	113465.17	4INCH-INSULATION	
241	111757.37	113467.43	2INCH-INSULATION	
242	111583.77	113529.84	2INCH-INSULATION	
243	111488.32	113634.73	2INCH-INSULATION	

MATCHLINE - SEE SHEET C-200

BETTSWORTH NORTH



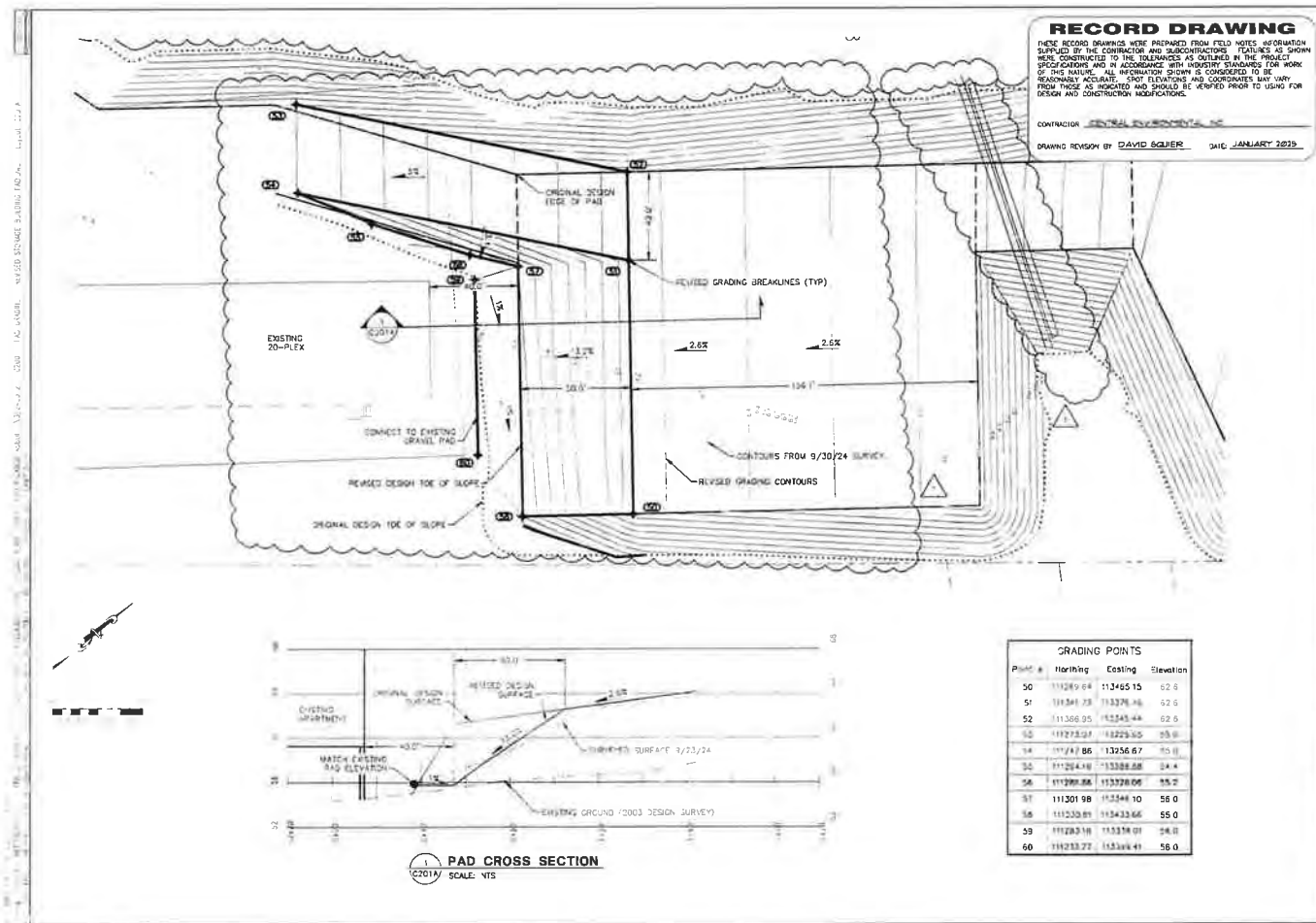
NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

NOME, ALASKA

Bristol
ENGINEERING
SERVICES COMPANY LLC

PROJECT NO.	254743
DATE	02/25/2020
DRAWN BY	DES
CHECKED BY	DES

C-201



RECORD DRAWING
 THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONFORMED TO THE DIMENSIONS AS OUTLINED IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. PAID ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: **GENERAL DEVELOPMENT, INC.**
 DRAWING REVISION BY: **DAVID SQUIER** DATE: **JANUARY 2025**

GRADING POINTS			
Point #	Northing	Easting	Elevation
50	111289.64	113465.15	62.6
51	111341.23	113326.46	62.6
52	111366.25	113245.44	62.6
53	111273.01	113229.65	55.9
54	111247.86	113256.67	55.9
55	111264.18	113388.88	54.4
56	111289.88	113326.06	55.2
57	111301.98	113246.10	56.0
58	111230.81	113433.66	55.0
59	111283.18	113358.01	56.0
60	111253.22	113346.41	56.0

PAD CROSS SECTION
 SCALE: VTS

BETTISWORTH NORTH

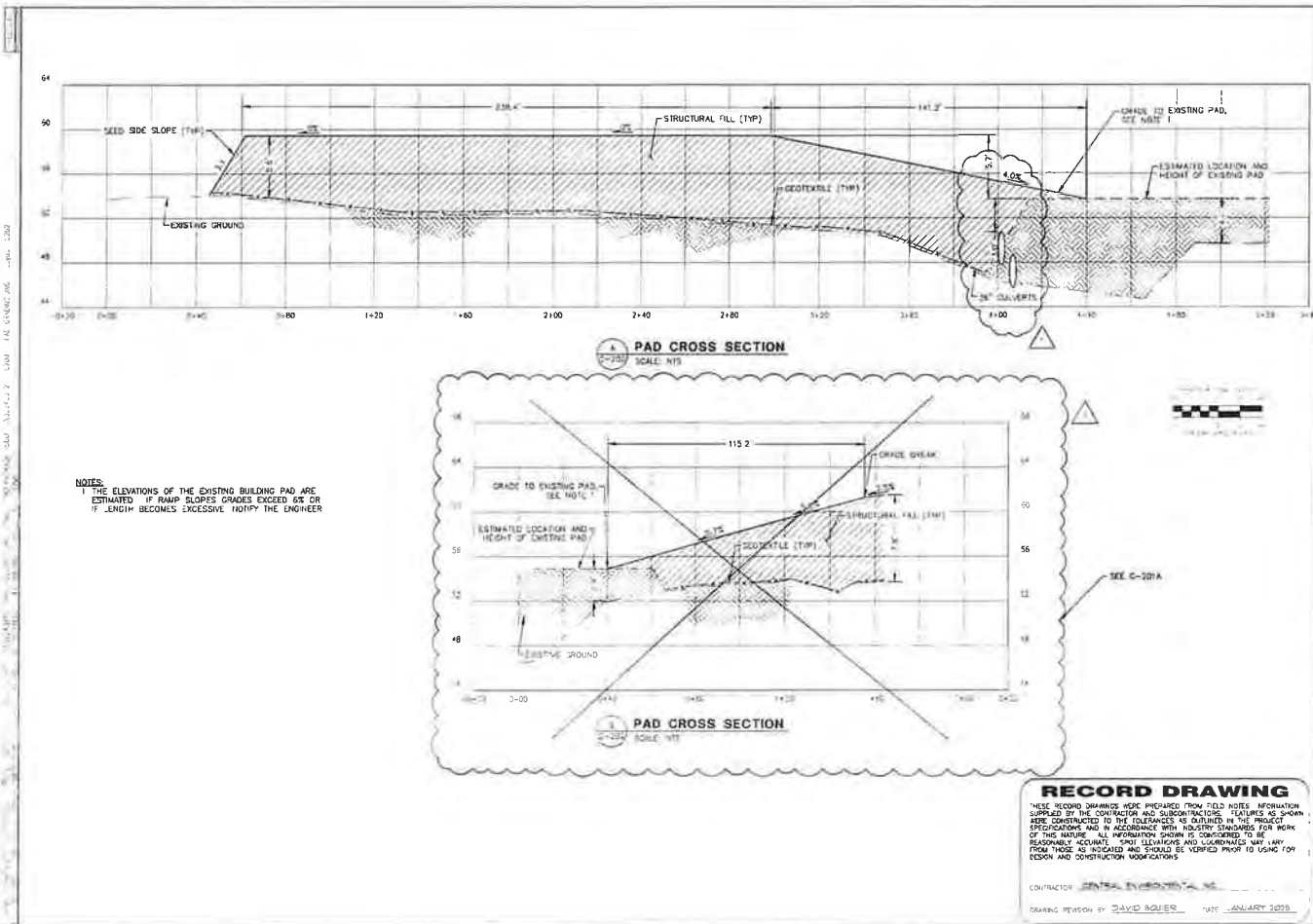
NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

NOME, ALASKA

Bristol
 ENGINEERING
 SERVICES COMPANY

PROJECT NO: 22-132
 DATE: 10/5-01-23
 DRAWN BY: DES
 CHECKED BY: JGB

REVISED STORAGE PAD
 GRADING PLAN
C-201A



BETTISWORTH NORTH

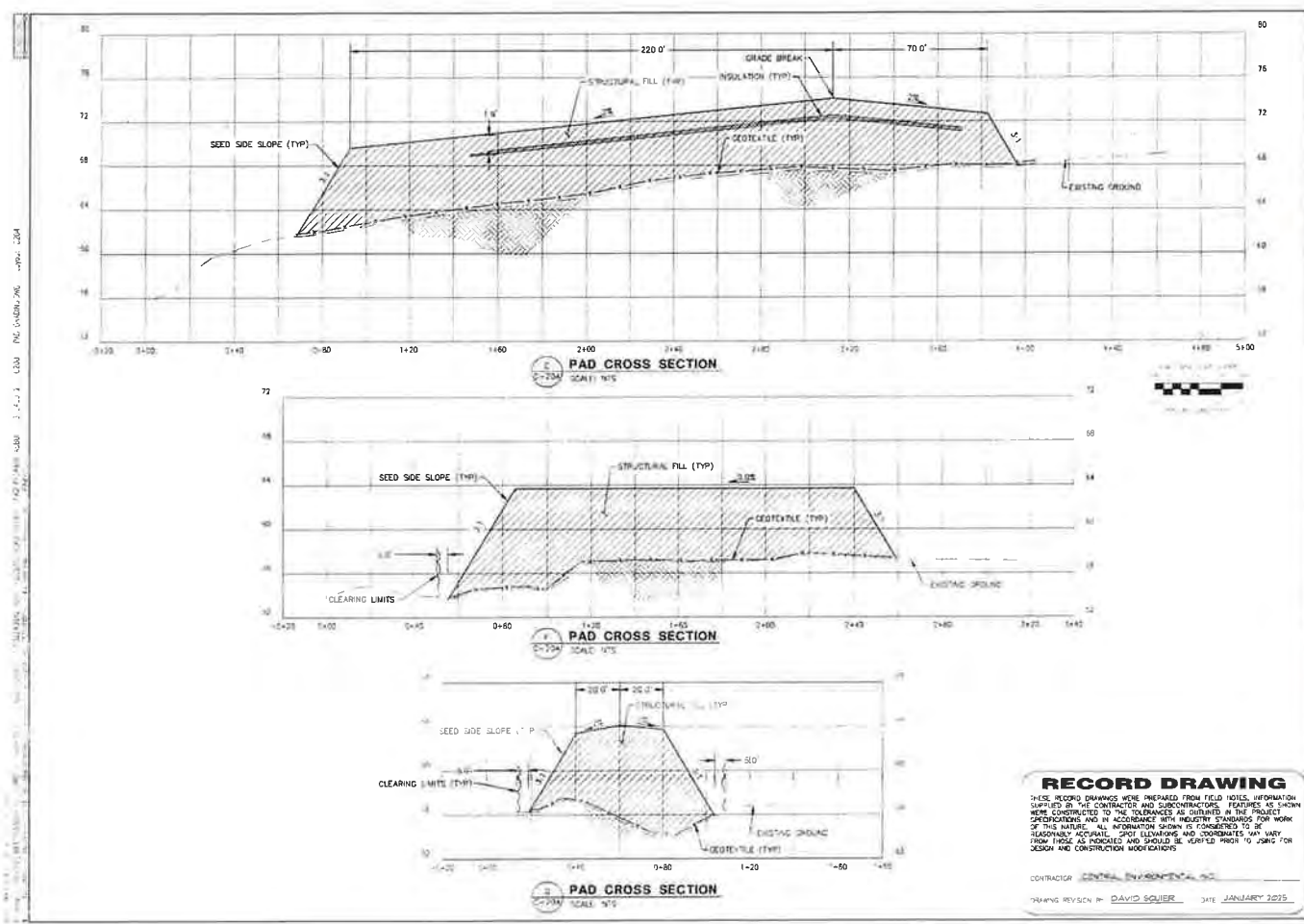


NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE
NOME, ALASKA

Bristol
ENGINEERS
CONSULTANTS

PROJECT NO.	18-011
CITY	NOME
DRAWN BY	DAVID BOUES
CHECKED BY	DAVID BOUES

C-202



RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE TOLERANCES AS OBSERVED IN THE PROJECT. CHANGES AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE, ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION WORK.

CONTRACTOR: **CENTRAL ENGINEERING, INC.**

DRAWING REVISION BY: **DAVID SQUIER** DATE: **JANUARY 2015**

BETTISWORTH NORTH

NORTON SOUND HEALTH CORPORATION

STAFF HOUSING - PAD PACKAGE

NOME, ALASKA

Bristol
ENGINEERS
SURVEYORS COMPANY

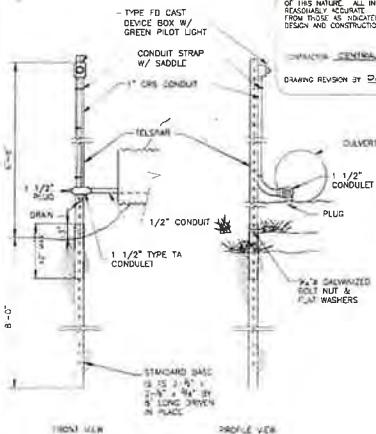
PAD SECTIONS

C-204

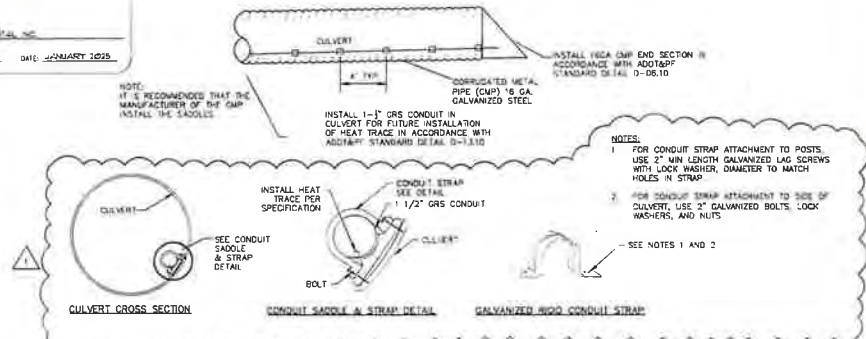
RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE DIMENSIONS AS SHOWN IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

DRAWING REVISION BY DAVID SQUIER DATE: JANUARY 2025



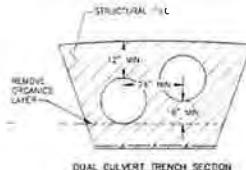
1 TERMINATION POST DETAIL
SCALE: NTS



2 TYPICAL CULVERT SECTION
SCALE: NTS

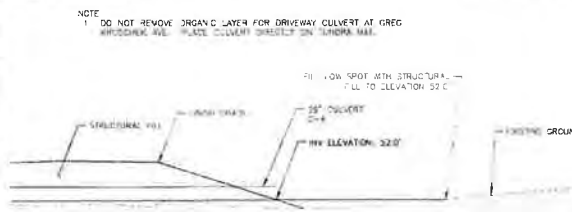


3 TYPICAL CULVERT BEDDING SECTION
SCALE: NTS



DUAL CULVERT TRENCH SECTION

PIPE NO.	SHEET NO.	SIZE	LENGTH	SLOPE	START NV	END NV	END HC	PIPE BEARING	REMARKS
C-1	C-200	36"	10'	0.37%	N 111070.5061 E 12725.4285	44.9	N 111116.1001 E 12835.4376	N63 07 31°W	DAYLIGHT 30TH SOLES TO EXISTING GROUND
C-2	C-200	36"	20'	0.96%	N 111224.9151 E 13136.0111	47.4	N 111163.7463 E 13057.0140	252' 4' 56°W	INVERTS SHOULD BE 1.5' ABOVE C-3
C-3	C-200	36"	30'	1.07%	N 11218.0534 E 13158.3535	45.2	N 111158.7211 E 13058.3712	553' 38' 0°W	DAYLIGHT BOTH SIDES TO EXISTING GROUND
C-4	C-200	36"	100'	0.14%	N 111546.4660 E 13156.3284	53.5	N 111600.7968 E 13072.1533	N57 06 35°W	DAYLIGHT BOTH SIDES TO EXISTING GROUND SEE DETAIL 4, C-200
C-5	C-200	36"	100'	0.08%	N 111550.5006 E 13161.1270	52.4	N 111604.9949 E 13077.0665	N67 05 15°W	INVERTS SHOULD BE 1.5' ABOVE C-4
C-6	C-20	36"	0'	0.58%	N 111594.8239 E 13192.1418	53.3	N 111628.8373 E 13097.3304	N70 15 53°W	DAYLIGHT 30TH SOLES TO EXISTING GROUND
C-7	C-20	36"	120'	1.00%	N 111465.8495 E 13227.3900	56.0	N 111510.1684 E 13415.6098	N46 25 00°W	INVERTS SHOULD BE 1.5' ABOVE C-8
C-8	C-20	36"	21'	0.84%	N 111462.1332 E 13225.7923	55.6	N 111506.4780 E 13413.1167	N58 28 25°W	DAYLIGHT 30TH SOLES TO EXISTING GROUND



4 FILL LOW SPOT DETAIL
SCALE: NTS

BETTISWORTH NORTH



NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

NOME, ALASKA

Bristol

PROJECT NO.	DATE
DRAWN BY	CHECKED BY

CULVERT DETAILS

C-205

CAPE NOME RECORDING DISTRICT

After Recording, Return To:

Cape Nome Recording District
3700 Airport Way
Fairbanks, AK 99709-4699

DEED RESTRICTION

THIS DEED RESTRICTION is made this 27th day of September, 2024, by **Norton Sound Health Corporation (NSHC)**, a tribally owned and operated, independent, not-for-profit organization, (hereinafter "Grantor"), whose address is 1000 Greg Kruschek Avenue, P.O. Box 966, Nome, Alaska 99762, for good and valuable consideration, in hand received, the receipt of which is hereby acknowledged.

WHEREAS, the real property subject to this deed restriction (the "Protected Property") is an undeveloped natural area within the City of Nome that contains valuable wetlands and possesses natural, ecological, habitat and open space values (together the aforesaid wetlands and values are hereinafter referred to as the "Conservation Values"); and

WHEREAS, Grantor is the owner in fee simple of the property being impacted by the protected area subject to this deed restriction, which is legally described as;

**MINERAL SURVEY NO 1298 (JUANITA BENCH PLACER PARCEL),
SURVEYED SEPTEMBER 25 THROUGH SEPTEMBER 27, 1920**

The Protected Property within the above-described property is more particularly described as follows:

The Basis of Bearing for this easement is the record plat for NSHC NOME HOSPITAL PARCEL SUBDIVISION, filed as plat number 2008-94, Cape Nome Recording District, Second Judicial District, State of Alaska.

Commencing at Corner 2 Jaunita Bench Placer parcel, thence S40°02'11"W along east property line a distance of 502.85 feet; thence departing said east property line N49°57'49"W a distance of 214.97 feet to the TRUE POINT OF BEGINNING of this Description; thence S38°13'09"W a distance of 105.22 feet; thence S38°46'29"W a distance of 124.33 feet; thence S56°30'52"W a distance of 82.21 feet; thence

Deed Restriction

Page 1 of 6

S42°01'36"W a distance of 102.42 feet; thence S68°56'36"W a distance of 36.66 feet; thence N52°51'10"W a distance of 78.72 feet; thence N35°15'45"E a distance of 120.95 feet; thence N41°53'42"E a distance of 102.21 feet; thence N48°57'52"W a distance of 106.39 feet; thence N36°32'56"E a distance of 87.87 feet; thence N39°31'35"E a distance of 144.63 feet; thence S40°00'59"E a distance of 36.29 feet; thence S52°33'06"E a distance of 148.54 feet; thence S38°36'36"E a distance of 53.82 feet to the True Point of Beginning of this description.

EXCEPTING and reserving therefrom a utility easement 10 feet in width for helical pier installation for aboveground utilities the placement of which is shown on the attached figure. Any future use of this easement area is restricted to aboveground installation.

The above described Protected Property contains approximately 78,790 square feet, more or less, as defined in Figure 2, attached hereto as page 6 of 6.

SUBJECT, however, to any easements, rights, and reservations, covenants, plat notations, patent reservations and rights-of-way, conditions, restrictions and limitations of record.

The NSHC shall be entitled to enforce, on a nonexclusive basis, the terms of the following restrictive covenants as the fee simple owner of the Protected Property:

1. **PURPOSE.** The purpose of the Deed restriction is to preserve and protect the Conservation Values of the Protected Property in perpetuity, and in the event of the degradation or destruction of the Conservation Values, to provide for the enhancement and restoration of such Conservation Values. It is further the specific purpose of this Deed restriction to prevent any use of the Protected Property that would significantly impair or interfere with its wetland functions and values, open space and significant natural habitat values, character, use or utility. In achieving these purposes, it is the intent of this Deed restriction to permit the continuation of such uses of the Protected Property as may be conducted consistent with the Conservation Values protected herein. In addition, the parties acknowledge and agree that the Protected Property and the Deed restriction are subject to the terms of that certain Army Permit No. POA-2023-00565, issued by the U.S. Army Corps of Engineers (the "Permit").

2. **GRANT OF DEED RESTRICTION.** Grantor hereby unconditionally and absolutely grants, in perpetuity, a Deed restriction in gross with respect to the Protected Property, as more particularly set forth herein for the purposes of preserving and protecting the Conservation Values of the Protected Property.

3. **RESTRICTED ACTIVITIES.** The activities listed below are restricted and only authorized personnel or an entity authorized by NSHC may engage in functions necessary to protect the natural resources or public safety, or to manage and maintain the

Protected Property in perpetuity in its natural and undeveloped state for conservation purposes:

- a. constructing or placing improvements including, but not limited to, buildings, fixed or improved camping accommodations, mobile homes, roads, hard trails, playgrounds, fences, billboards, or signs other than those signs necessary for boundary, trespass, direction, or general information concerning the Protected Property;
- b. changing the topography of the Protected Property in any manner;
- c. manipulating or altering natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity on the Protected Property; and
- d. operating motorized vehicles.

Notwithstanding the above, activities related to the removal of invasive species required under the Permit shall be permissible.

4. **PROHIBITED ACTIVITIES.** The following listed activities on the Protected Property by any person or entity are prohibited:

- a. introducing fish, wildlife, or plants not indigenous to the mitigation area, including, but not limited to, the grazing of domestic animals; and
- b. dumping, releasing, storing, or placing trash, garbage, Hazardous Substances or other unsightly or offensive material. Hazardous Substances as used herein means any chemical, substance, material, or waste which is defined, classified, listed or designated as hazardous, toxic or radioactive, or any other similar term, by any applicable federal, state or local environmental statute, regulation, or ordinance, including, but not limited to, all those substances identified in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767, as such may be amended and supplemented ("CERCLA"), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*, or AS 46.03.826(5).

5. **AUTHORIZED ACTIVITIES.** Notwithstanding the restrictions set forth in Section 3 (Restricted Activities) of this Deed restriction, NSHC may:

- a. undertake measures to protect, restore, or enhance the wetlands on the Protected Property;
- b. maintain existing utilities, if any, crossing the Protected Property;

c. allow recreational, educational, and scientific uses of the Protected Property, limited to low-intensity, non-motorized forms of recreations, such as hiking, bird-watching and photography; and

d. other uses not inconsistent with this Deed restriction.

6. GENERAL PROVISIONS.

a. Nothing herein is intended nor shall it be deemed to create in any third party the right to enforce these covenants.

b. The Deed restriction and restrictive covenants herein shall run with, are appurtenant to, and benefit and burden the Protected Property and the respective parties in interest, subsequent successor parties in interest, and transferees of the Protected Property.

c. Nothing in this Deed restriction is intended to relieve the fee simple owner of the Protected Property from liability for injuries occurring on, and resulting from their activities on the Protected Property, if any, for which it would otherwise ordinarily be liable, subject, however, to provisions of Alaska Statutes § 09.65.200 and Alaska Statutes § 34.17.055, as such may be amended from time to time, or other applicable law.

d. To the best of Grantor's knowledge, Grantor represents and warrants to that the Protected Property has not been wasted, nor the topography or waterways on the Protected Property been altered, nor have other actions or activities been conducted on the Protected Property which have had a negative impact on the natural resources on the Protected Property and the Protected Property is in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use.

e. Nothing in this Deed restriction shall relieve the Grantor from liability for the costs associated with the cleanup of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and similar federal and State laws, if any, for which they would otherwise be legally responsible.

f. The Corps of Engineers must be notified a minimum of 60-days prior to any action to modify the management plan, long-term protection mechanism, transfer of title to, or establishment of any other legal claims over, the above described lots.

IN WITNESS WHEREOF Grantor has executed this document on the date stated at the beginning of this document.

Grantor:
Norton Sound Health Corporation

By: Angela F. Gorn
Its: President / CEO

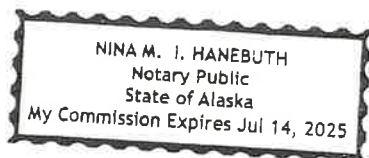
ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
Second JUDICIAL DISTRICT)

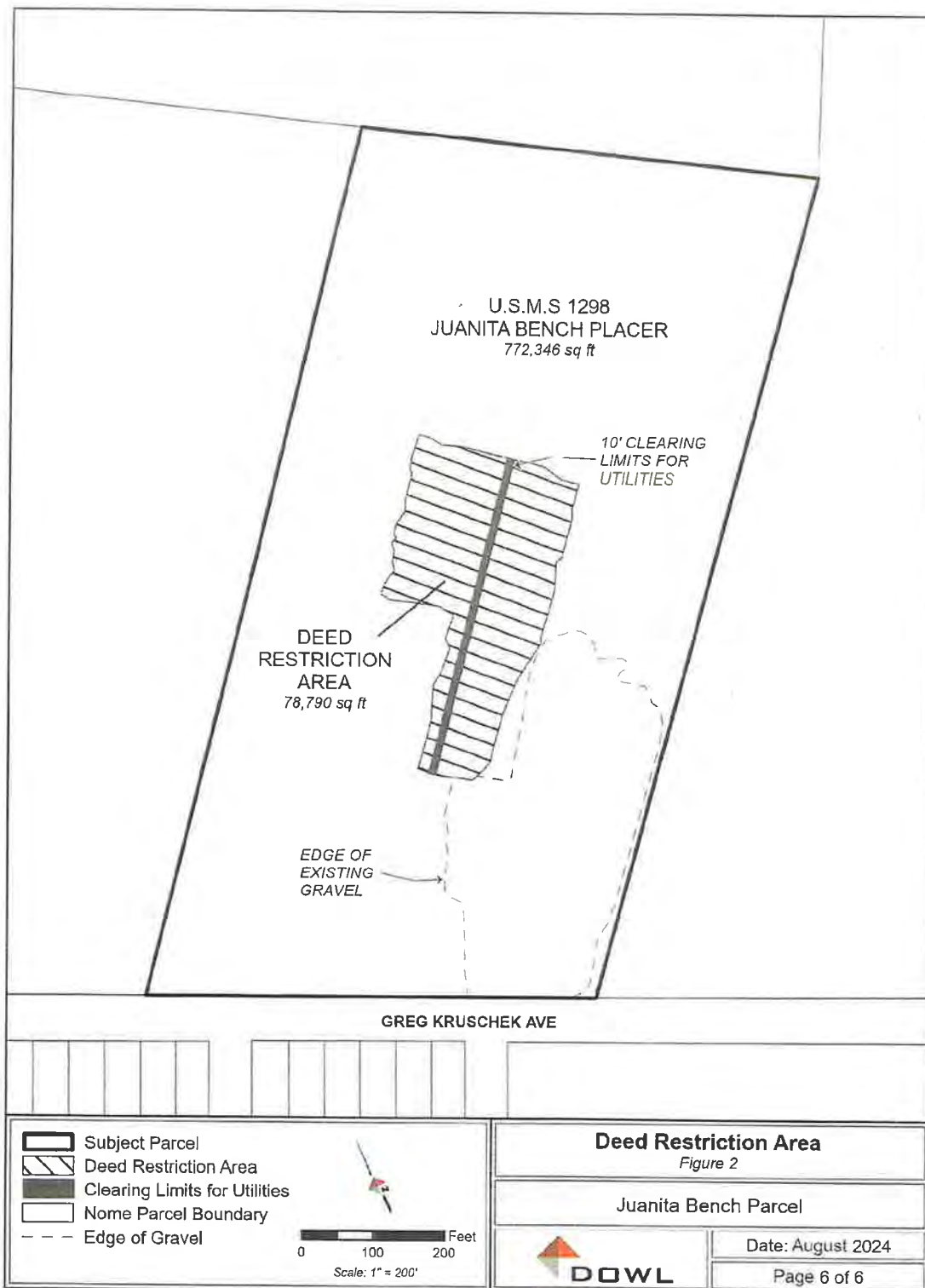
On this 27th day of September, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Angela Gorn, the President / CEO of **Norton Sound Health Corporation**, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me they executed the same as the free and voluntary act of said entity, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]



Nina M. I. Hanebuth
Notary Public in and for the State of Alaska
My Commission Expires: 07/14/2025



VI. Block 110, Lot 3A, 001.211.03B (HAT)
Attachments

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT



**FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024**

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The "Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC's technical issue, OIT's support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS. and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621i;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as "Summercise" programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy.

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/PS in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandates associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC's signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrueq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomed Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1.** 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2.** 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3.** 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4.** 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5.** 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6.** 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7.** 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8.** 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9.** 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

United States of America
Secretary of Department of Health and Human
Services

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**

A handwritten signature in black ink that reads "Angie Gorn". The signature is written in a cursive, flowing style.

By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____



**NORTON SOUND
HEALTH CORPORATION**

*Providing quality health services and promoting
wellness within our people and environment.*

February 25, 2025

City of Nome
Office of the City Clerk
PO Box 281
Nome, AK 99762

Re: 2025 Applications for Property Tax Exemptions – Proof of Eligibility

Hand Delivered

To Whom it May Concern:

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT

In response to your request for Proof of Eligibility Letter to the Norton Sound Health Corporation (NSHC), dated February 5, 2025, NSHC offers the following responses. For each of the requests, NSHC generally reserves any and all available objections notwithstanding either its providing responses thereto or its statement of specific objections.

I. Block 91, Lot 3 & 4, 001.221.05A (7-Plex)

1. There was no third-party use of the 7-Plex during 2024 and for 2025 through the date of this response. NSHC uses the 7-Plex for its own purposes to provide housing to contractors and employees working at the hospital. All tenants during 2024 and for 2025 through the date of this response were or are contractors or employees of NSHC. *See attached* Affidavit of Dan Pardee (“Affidavit”). To the extent that this question seeks copies of agreements or the names of such contractors or employees, the request is irrelevant under the Alaska Superior Court decisions holding this property exempt for the 2022 and 2023 tax year, unnecessarily requires sensitive and personal data, and is unduly burdensome. *See* Memorandum Decision, *Norton Sound Health Corp. v. City of Nome*, No. 2NO-22-00095CI (July 18, 2023) (2022 tax year) (the “*NSHC I*” decision); Memorandum and Decision, *Norton Sound Health Corp. v. City of Nome*, No. 2NO-23-00156CI (Jan. 16, 2025) (the “*NSHC II*” decision).
2. The names of tenants, and identification of whether they are an employee or contractor, is irrelevant under *NSHC II*, unnecessarily requests sensitive and personal data, and is unduly burdensome. There is no private business use of the 7-Plex. *See attached* Affidavit. Notwithstanding the foregoing, as of the date of this letter, 28.57% of the 7-Plex is being used for new hires and Medical Students, 42.86% of the 7-Plex is being used for Contract Labor, and 28.57% is being used for Physicians. *See attached* Affidavit.
3. *See attached* FY24 & FY25 ISDEAA Section 105(l) (“105(l)”) Lease Agreements between NSHC and the Indian Health Service for the 7-Plex.
4. *See attached* financial analysis (including 2025 income projection). Revenue generation is irrelevant per *NSHC II*. NSHC has no profit motive for the operation of this property.

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

See attached Affidavit. All rental income is related to NSHC's exempt purposes and NSHC's exempt use of the 7-Plex. See attached IRS Form 990, Line 7b (2022) (showing rental income is not reported as "unrelated" business income).

5. The depreciation amount is set based on GAAP principles and the appropriate Depreciation Schedule. Revenue generation is irrelevant per *NSHC II*. See answer to #I.4.
6. The 105(I) Lease Restricted Reserve is set based on the 105(I) lease with the Indian Health Service. The purpose of a 105(I) lease is to contribute to the overall Operation of the facility. NSHC places these funds in a reserve account for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, leveling etc.). See attached Affidavit. Revenue generation is irrelevant per *NSHC II*. See answer to #I.4.
7. N/A. There is no nonexempt use of the property.
8. N/A.

II. Block MS 1298, 192.1.085 (20-Plex)

1. There was no third-party use of the 20-Plex during 2024 and for 2025 through the date of this response. See also *NSHC II* (holding entirety of 20-Plex, including one unit with a non-NSHC-affiliated tenant exempt under federal preemption). NSHC uses the 20-Plex for its own purposes to provide housing to contractors and employees working at the hospital. All tenants during 2024 and for 2025 through the date of this response are contractors or employees of NSHC. See attached Affidavit. To the extent that this question seeks copies of agreements or the names of such contractors or employees, the request is irrelevant under the Alaska Superior Court decisions holding the similarly used 7-Plex exempt for the 2022 tax year and the 20-Plex and 7-Plex exempt for the 2023 tax year. unnecessarily requires sensitive and personal data, and is unduly burdensome. *NSHC I, NSHC II*.
2. The names of tenants, and identification of whether they are an employee or contractor, is irrelevant under *NSHC II*, unnecessarily requests sensitive and personal data, and is unduly burdensome. There is no private business use of the 7-Plex. See attached Affidavit. Notwithstanding the foregoing, as of the date of this letter, 15% of the 20-Plex is being used for new hires, 10% is being used for Village Based Provider Rotations, 65% is being used for Physicians/Pharmacists, and 10% is being used for contractors.
3. See attached FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the 20-Plex.
4. See attached financial analysis (including 2025 income projection). Revenue generation is irrelevant per *NSHC II*. NSHC has no profit motive for the operation of this property. See attached Affidavit. All rental income is related to NSHC's exempt purposes and NSHC's exempt use of the 20-Plex. See attached IRS Form 990, Line 7b (2022) (showing rental income is not reported as "unrelated" business income).
5. The Consulting and Purchased Services amount for FY24 totaling \$81,268 was for sanding & snow removal services for the 20-Plex, contracted and paid to Stampede Ventures. Revenue generation is irrelevant per *NSHC II*. See attached Affidavit; see also answer to #II.4.

6. The depreciation amount is set based on GAAP principles and the appropriate Depreciation Schedule. Revenue generation is irrelevant per *NSHC II*. See answer to #II.4.
7. The 105(l) Lease Restricted Reserve is set based on the 105(l) lease with the Indian Health Service. The purpose of a 105(l) lease is to contribute to the overall Operation of the facility. NSHC places these funds in a reserve account for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators etc.). Revenue generation is irrelevant per *NSHC II*. See attached Affidavit; see also answer to #II.4.
8. N/A. There is no nonexempt use of the property. While the existing 20-Plex composes 2.6 of the 17.7 acres on the parcel (see below), NSHC is actively engaged in construction on the previously undeveloped portions of the parcel for its use to provide housing for contractors and employees. This construction fulfills NSHC's obligations under its compact with the Indian Health Service entered by the parties under the authority of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301–5423 (“ISDEAA”). See attached FYs 2022–2024 Funding Agreement § 3.6 (“**Capital Projects**”). Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC.”).

The previously undeveloped portions of this parcel have been developed, with driveways and building pads completed in the fall of 2024. Vertical construction is scheduled for June 2025. The attached aerial photo, based on the City of Nome GIS database, taken in the late summer of 2024, does not show the now fully completed building pad work; showing instead about 75% completion. The attached Photo #2, taken from an airplane in late November 2024, shows that the building pad has been completed.

- Existing 20-Plex Developed Area: 2.6 Acres (113,256 SF)
- Nome Housing Project Developed Area: 9.6 Acres (417,588 SF)
- Deed Restriction Conservation Easement Area: 1.8 Acres (78,790 SF)
- Undeveloped Area for water mitigation & drainage: 3.7 Acres (161,172 SF)
- Total Area based on attached Deed Restriction: 17.7 Acres (772,346 SF)

9. N/A.

III. Block 33, Lot 19, 001.131.01A (Kusqii House)

1. N/A. There are no agreements between NSHC and patients staying at the Kusqii House for NSHC's provision of transitional house to the patients. Patients staying at the property must be enrolled and attending their required services with NSHC. Further, there was no third-party use of the Kusqii House during 2024 and for 2025 through the date of this response. NSHC uses the Kusqii House for its own purposes to provide transitional housing as part of its Health Services. The Financial Analysis (see attached) confirms no rental income is generated from patients. Further, this question is irrelevant per *NSHC II*.
2. Kusqii House was used for patients enrolled in services with NSHC for the entirety of 2024 and NSHC anticipates no other use in 2025.

3. See attached FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Kusqii House.
4. The 105(I) Lease Restricted Reserve is set based on the 105(I) lease with the Indian Health Service. The purpose of a 105(I) lease is to contribute to the overall Operation of the facility. NSHC places these funds in a reserve account for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, leveling etc.). See attached Affidavit.
5. N/A. There is no nonexempt use of the property.
6. See attached City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the Kusqii House.

IV. Block 116, Lot 1A, 001.115.01 (Hostel, Wellness and Operations)

1. N/A. These properties are not operated for profit purposes and are consistent with NSHC charitable and hospital purposes and NSHC's exempt use of the Hostel, Wellness and Operations building. See NSHC I (holding property exempt). NSHC has no profit motive for the operation of this property. See attached Affidavit. This question is irrelevant per NSHC II. See also attached financial analyses for the wellness ("WTC") and operations buildings. The operations building generates no revenue.
2. N/A. There are no non-exempt uses of this property.
3. See attached:
 - a. IRS Form 990, Line 7b (2022) (showing no "unrelated" business income).
 - b. FY24 & FY25 105(I) Lease Agreements with the Indian Health Service for the Patient Hostel, Wellness & Training Center and Nome Operations Building.
 - c. City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the Hostel, Wellness and Operations property.
 - d. 2024 Assessment Notice showing taxable value of zero.

V. Block 118, Lot 7, 001.118.07 (Duplex)

1. There was no third-party use of the Duplex during 2024 and for 2025 through the date of this response. NSHC uses the Duplex for its own purposes to provide housing to its contractors and employees. All tenants during 2024 (beginning on or about September 1, 2024, when the property was placed into served) and for 2025 through the date of this response are contractors or employees of NSHC. See attached Affidavit. To the extent that this question seeks copies of agreements or the names of such contractors or employees, the request is irrelevant under the Alaska Superior Court decisions holding the similarly used 7-Plex exempt for the 2022 and the 7-Plex and 20-Plex exempt for the 2023 tax year, unnecessarily requires sensitive and personal data, and is unduly burdensome. NSHC I, NSHC II.
2. The names of tenants, and identification of whether they are an employee or contractor, is irrelevant under NSHC II, unnecessarily requests sensitive and personal data, and is unduly burdensome. There is no private business use of the Duplex. See attached Affidavit. Notwithstanding the foregoing, as of the date of this letter, 50% of the Duplex is being used for new hires, and the remaining 50% is being used for Contract Labor. See

unduly burdensome. There is no private business use of the Duplex. *See attached Affidavit.* Notwithstanding the foregoing, as of the date of this letter, 50% of the Duplex is being used for new hires, and the remaining 50% is being used for Contract Labor. *See attached Affidavit.* Based on the close proximity of this facility to the hospital, all tenants are part of our Ground & Air Ambulance Department.

3. *See attached Financial Analyses.* NSHC collects no rent from employees and contractors staying at the property. Further, revenue generation is irrelevant per *NSHC II*. NSHC has no profit motive for the operation of the property. *See attached Affidavit.* All revenue is related to NSHC's exempt purposes and NSHC's exempt use of the Duplex. *See attached IRS Form 990 (2022), Line 7b (showing revenue is not reported as "unrelated" business income); see attached Amendment to FYs 2022–2024 Funding Agreement (effective Nov. 17, 2022) (amending Section 3.4.7 of the Funding Agreement to include "air and/or ground ambulance services").*
4. *See attached FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Nome Duplex.* NSHC has no profit motive for the operation of the property. *See attached Affidavit.*
5. The depreciation amount is set based on GAAP principles and the appropriate Depreciation Schedule. Revenue generation is irrelevant per *NSHC II*. *See answer to #V.3.*
6. N/A. There is no nonexempt use of the property.

NSHC also submits that its delivery of ground and air ambulance services has resulted in significant savings to the City and clearly lessened the burdens on the local government. This fact further supports exemption under the charitable purposes exemption of AS 29.45.030(a)(3) and federal preemption. *See, e.g., NSHC I* at p. 23 n.141 ("Additionally, this Court notes that the City has made no effort to provide healthcare services to the Bering Strait Region, and as such, should be precluded from imposing an additional burden on the tribally owned and operated organization that was created to provide this healthcare." (citing *Ramah Navajo Sch. Bd., Inc. v. Bur. of Rev. of N.M.*, 458 U.S. 832, 843 (1982)); *NSHC II* at p. 18 ("the Court must weigh the City of Nome's interest against the broad policies of tribal sovereignty, economic development, and [NSHC's] providing health services to the *entire* [Bering Strait] region.") (emphasis in original).

VI. Block 110, Lot 3A, 001.211.03B (HAT)

1. NSHC has engaged design/architect firms to design and develop a suitable layout for this property to facilitate additional patient lodging needs, which is an exempt use of property under *NSHC I*. *See attached Affidavit.* The current facility layout is "medical clinic," which is not conducive for patient lodging as is. NSHC has not yet obtained a building permit for the renovation.
2. *See attached FYs 2022–2024 Funding Agreement § 3.6 ("Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC."); § 3.2.14 (contracted Hospital and Clinic Services include "[p]rovid[ing] lodging for patients, family members of patients, and/or their escorts").* A property undergoing a temporary period of

renovation between two periods of exempt use for hospital and charitable purposes is exempt under *NSHC II*. See also *NSHC II* (holding NSHC's use of HAT building to lease to State of Alaska for public health nursing was exempt); *NSHC I* (holding buildings used for patient housing exempt).

3. N/A. There is no nonexempt use of this property.
4. N/A.

VII. Block 110, Lot 1-2, 001.211.03A (Patient Hostel West, Pre-Maternal Home, formerly BHS)

1. The Patient Hostel West/Pre-Maternal Home is fully operational as of August 22, 2024. The facility is used for Patient Lodging. See *NSHC I* (holding similarly used Patient Hostel exempt). NSHC has no profit motive for the operation of the property. See attached Affidavit. The facility is operated consistent with NSHC's charitable and hospital purposes. See attached IRS Form 990, Line 7b (2022) (showing no "unrelated" business income). Patients are not charged rent to stay at the property, but NSHC bills Medicaid and Private Insurance. Further, revenue generation is not applicable per *NSHC II*. Notwithstanding the above, see attached Financial Analysis.
2. N/A. Patient Lodging is the sole use of this facility. The Pre-Maternal Home portion of the facility can be used for longer patient stays due to room layout and amenities.
3. N/A/. There is no nonexempt use of this facility.
4. See attached:
 - a. FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Pre-Maternal Home, and related amendment to Funding Agreement.
 - b. City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the similarly used Patient Hostel.

VIII. Block 127, Lot 7A, 001.201.05 (West Campus)

1. NSHC has entered into a FY 2025 105(I) lease with the Indian Health Service for the West Campus. See attached FY24 & FY25 105(I) Lease Agreements. See attached IHS Funding Agreement, Appx. B – Facilities List (July 5, 2024) (including "West Campus (4 Storage Buildings)"). The purpose of a 105(I) lease is to contribute to the overall Operation of the facility. The 105(I) leasing program is a Congressionally designed funding stream and is not a "lease" in the traditional sense because it does not provide a possessory or use right to the federal government.
2. N/A. The facility is used to store essential equipment and supplies for the operation of the hospital; this use does not generate revenue other than from the 105(I) lease. NSHC has no profit motive for the operation of the property. See attached Affidavit. Further, revenue generation is irrelevant under *NSHC II*.
3. N/A. There is no nonexempt use of this property.

4. *See attached* City of Nome Resolution R-24-02-01, granting Exemption from 2023 Real Property Taxes for Certain NSHC Properties, including the West Campus.

IX. Tract A, 190.1.059 (Hospital)

1. Gross cafeteria sales are as follows:
 - FY24: \$597,523.13
 - FY25: \$213,648.73 (October 2024 – January 2025)
2. NSHC is the only entity occupying and performing services inside the Hospital.
3. N/A. There is no nonexempt use. Further, under *NSHC II*, the entirety of the cafeteria space is exempt under federal preemption. Notwithstanding the foregoing, *see attached* spreadsheet showing square footage of cafeteria open to general public (showing 346 square feet for the cafeteria servery and 882 square feet for the dining room, for a total of 1,228 square feet – which represents 0.823% of the entire hospital, which is 149,156 square feet total).
4. See attached:
 - a. FY24 & FY25 105(I) Lease Agreements between NSHC and the Indian Health Service for the Hospital.
 - b. IRS Form 990, Line 7b (2022) (showing no “unrelated” business income).
 - c. 2024 Assessment Notice showing taxable value of zero for the entirety of the Hospital.

Direct all future correspondence for the above listed properties regarding 2025 Municipal Property Tax Exemptions to Dan Pardee, (907) 443-3337 or via email dpardee@nshcorp.org

Regards,



Dan Pardee, CFO

Affidavit of D. Pardee in Support of NSHC's Responses to
City of Nome's February 5, 2025 Letter Regarding
NSHC's 2025 Applications for Property Tax Exemptions – Proof of Eligibility

1. All tenants of the 7-Plex during 2024 and for 2025 through the date of this affidavit were contractors or employees who work at the hospital.
2. There is no private business use of the 7-Plex.
3. As of the date of this affidavit, 28.57% of the 7-Plex is being used for new hires and Medical Students, 42.86% of the 7-Plex is being used for Contract Labor, and 28.57% is being used for Physicians.
4. NSHC does not have a profit motive in operating the 7-Plex.
5. NSHC places funds into the 105(I) Lease Restricted Reserve for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators, etc.) for the 7-Plex.
6. All tenants of the 20-Plex during 2024 and for 2025 through the date of this affidavit were contractors or employees who work at the hospital.
7. There is no private business use of the 20-Plex.
8. As of the date of this affidavit, 15% of the 20-Plex is being used for new hires, 10% is being used for Village Based Provider Rotations, 65% is being used for Physicians/Pharmacists, and 10% is being used for contractors.
9. NSHC does not have a profit motive in operating the 20-Plex.
10. In fiscal year (FY) 2024, NSHC paid \$81,268 to Stampede Ventures for Consulting and Purchased Services (sanding & snow removal services) for the 20-Plex.
11. NSHC places funds into the 105(I) Lease Restricted Reserve for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators, etc.) for the 20-Plex.
12. NSHC places funds into the 105(I) Lease Restricted Reserve for future facility needs (including, e.g., new roof, new siding, remodel, replacing boilers, replacing elevators, etc.) for the Kusqii House.
13. NSHC does not have a profit motive in operating the Hostel, Wellness and Operations property.
14. All tenants of the Duplex during 2024 (beginning on or about September 1, 2024, when the property was placed into service) and for 2025 through the date of this affidavit were NSHC contractors or employees.
15. There is no private business use of the Duplex.
16. As of the date of this affidavit, 50% of the Duplex is being used for new hires, and 50% is being used for contract labor.
17. NSHC does not have a profit motive in operating the Duplex.
18. NSHC has engaged design/architect firms to design and develop a suitable layout for the HAT building to facilitate additional patient lodging needs.
19. NSHC does not have a profit motive in operating the Patient Hostel West, Pre-Maternal Home (formerly BHS).
20. NSHC does not have a profit motive in operating the West Campus.

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT

I attest that the above information is true and correct to the best of my knowledge and belief.

Dated: February 25, 2025



Dan Pardee, Chief Financial Officer, NSHC

**IV. Block 116, Lot 1A, 001.115.01 (Hostel, Wellness and Operations)
Attachments**

RECEIVED
FEB 25 2025
CITY OF NOME
CLERKS DEPARTMENT



Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending		C Name of organization <div style="text-align: center;">NORTON SOUND HEALTH CORPORATION</div> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite P.O. BOX 966 City or town, state or province, country, and ZIP or foreign postal code NONE AK 99762		D Employer identification number 92-0041488 E Telephone number 907-443-3311 G Gross receipts \$ 246,536,630	
F Name and address of principal officer: ANGELA GORN P.O. BOX 966 NONE AK 99762		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions			
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(c) Group exemption number			
J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG					
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1970		M State of legal domicile: AK	

Part I Summary

Activities & Governance			
1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.			
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
3 Number of voting members of the governing body (Part VI, line 1a)		3	22
4 Number of independent voting members of the governing body (Part VI, line 1b)		4	21
5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)		5	992
6 Total number of volunteers (estimate if necessary)		6	0
7a Total unrelated business revenue from Part VIII, column (C), line 12		7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11		7b	0
Revenue		Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)		109,003,392	148,138,221
9 Program service revenue (Part VIII, line 2g)		92,050,839	89,835,659
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		1,239,577	6,565,674
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		1,216,581	1,802,408
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)		203,510,389	246,341,962
Expenses		Prior Year	Current Year
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		1,077,046	1,222,393
14 Benefits paid to or for members (Part IX, column (A), line 4)			0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		114,344,592	127,064,862
16a Professional fundraising fees (Part IX, column (A), line 11e)			0
b Total fundraising expenses (Part IX, column (D), line 25)		0	
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)		65,652,228	73,133,296
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)		181,073,866	201,420,551
19 Revenue less expenses. Subtract line 18 from line 12		22,436,523	44,921,411
Net Assets or Fund Balances		Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)		468,101,447	514,895,339
21 Total liabilities (Part X, line 26)		61,776,338	61,757,075
22 Net assets or fund balances. Subtract line 21 from line 20		406,325,109	453,138,264

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date	
	CHRISTOPHER BOLTON		CHIEF OPERATING OFR	
Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if PTIN
	ROBERT L. REHFELD	ROBERT L. REHFELD	08/16/24	self-employed P00104959
	Firm's name	Firm's EIN		
ELGEE REHFELD, LLC		92-0127098		
9309 GLACIER HWY STE B200		Firm's address		
JUNEAU, AK 99801-9300		Phone no.		907-789-3178

May the IRS discuss this return with the preparer shown above? See instructions

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

DAA

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X		
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X	
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b				
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X	
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X	
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X	
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c				
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X	
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b				
7	Organizations that may receive deductible contributions under section 170(c).					
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b				
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X	
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g				
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h				
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8				
9	Sponsoring organizations maintaining donor advised funds.					
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a				
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b				
10	Section 501(c)(7) organizations. Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	Section 501(c)(12) organizations. Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a				
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	Section 501(c)(29) qualified nonprofit health insurance issuers.					
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X	
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b				
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X	
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17				

**NSHC PATIENT HOSTEL
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Patient Hostel 19760**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	733,321.00	757,374.00
Patient Service Revenue	4,475,168.23	5,018,183.08
Total Income	5,208,489.23	5,775,557.08
Expenses:		
Wages	1,089,730.76	1,059,444.52
Heating Fuel	39,111.05	42,117.36
Utilities	80,656.02	92,523.56
Telephone/Internet	14,430.73	8,090.48
Prop Tax	-	-
Additional Lodging Costs (overflow)	60,953.01	
Consulting & Purchased Svcs	190,694.11	93,879.12
Supplies	64,100.52	43,817.00
Hostel Food	25,255.51	720.28
Hostel Gasoline	932.77	721.04
Travel	99,005.61	21,624.00
Insurance	14,980.00	15,332.85
Dues & Subscriptions	27.00	-
Seminar & Training	1,786.85	234.00
Depreciation	163,566.12	163,566.12
Equip Purchases	795.59	-
Equip, Repairs & Maintenance	711.39	626.28
Maintenance & Service Contracts	3,983.43	-
105(I) Lease Restricted Reserve	733,321.00	757,374.00
Freight	245.68	4,874.00
Total Expense	2,584,287.15	1,245,500.09
Excess Rev over (under) Expenses	2,624,202.08	4,530,056.99

**NSHC WTC
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Wellness & Training Center**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	2,643,364.00	2,730,066.00
Patient Service Revenue-BHS	1,376,445.96	1,656,231.16
Patient Service Revenue-Day Shelter	-	0.00
Patient Service Revenue-Health Aide Training	780,297.00	780,296.96
Patient Service Revenue-Tribal Healing	65,000.00	65,000.00
Total Income	4,865,106.96	5,231,594.12
Expenses:		
Wages-BHS	2,649,462.15	1,772,017.56
Wages-Day Shelter	342,485.90	511,323.92
Wages-Health Aide Training	1,370,998.18	1,410,463.36
Wages-Tribal Healing	609,029.27	720,284.36
Lodging	138,908.04	145,601.84
Water & Sewer	8,521.23	18,222.04
Heating Fuel	75,778.92	94,587.08
Utilities	109,381.84	94,255.68
Telephone/Internet	1,849.00	1,805.92
Prop Tax	-	0.00
Consulting & Purchased Svcs	327,874.67	142,986.72
Supplies	199,053.22	153,634.36
Day Shelter/BHS Food	31,302.17	30,371.88
Day Shelter/BHS Gasoline	12,605.21	14,675.84
Travel	391,901.23	427,142.76
Dues & Subscriptions	30,184.00	1,700.00
Seminar & Training	29,763.35	47,360.00
BHS Advertising	2,703.00	10,404.00
Insurance	43,551.00	44,576.71
Depreciation	500,125.56	500,125.56
Equip Purchases	66,881.16	0.00
Equip, Repairs & Maintenance	5,250.13	3,640.16
Maintenance Service Contracts	6,259.30	0.00
105(I) Lease Restricted Reserve	2,643,364.00	2,730,066.00
Freight	41,764.62	10,570.68
Total Expense	9,638,997.15	8,885,816.43
Excess Rev over (under) Expenses	(4,773,890.19)	(3,654,222.31)

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-950

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**NSHC PATIENT HOSTEL BUILDING
704 EAST N. STREET
NOME, AK 99762**

LEASE AGREEMENT FOR
NSHC PATIENT HOSTEL BUILDING

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 9,924 square feet located at 704 East N. Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from October 1, 2023 through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated October 1, 2023, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$733,321 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 12/12/23
Angie Gorn Date
President/CEO
Norton Sound Health Corporation

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PATIENT HOSTEL BUILDING - 9,924 SF
704 EAST N. STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-950: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
Sub-Total		\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 733,320.83
FY24 Appraisal 9,924 SF * \$73.893600 per SF per Year		\$ 733,320.83
Compensation Amount		\$ 733,320.83
Adjusted Compensation Amount (Rounded)		\$ 733,321

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-949

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**NSHC WELLNESS AND TRAINING CENTER
706 EAST N. STREET
NOME, AK 99762**

LEASE AGREEMENT FOR
NSHC WELLNESS AND TRAINING CENTER

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 25,330 square feet located at 706 East N. Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from October 1, 2023 through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated October 1, 2023, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$2,643,364 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 12/12/23
Angie Gorn
President/CEO
Norton Sound Health Corporation
Date

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC WELLNESS AND TRAINING CENTER - 25,330 SF
706 EAST N. STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-949: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 2,643,363.85
	FY24 Appraisal 25,330 SF * \$104.357000 per SF per Year	\$ 2,643,363.85
	Compensation Amount	\$ 2,643,363.85
	Adjusted Compensation Amount (Rounded)	\$ 2,643,364

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-948

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE

Lessee

Lease of Space for the

NOME OPERATIONS BUILDING
705 K STREET
NOME, AK 99762

**LEASE AGREEMENT FOR
NOME OPERATIONS BUILDING**

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 15,675 square feet located at 705 K Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from October 1, 2023 through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated October 1, 2023, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$1,714,969 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 12/12/23
Angie Gorn
President/CEO
Norton Sound Health Corporation
Date

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NOME OPERATIONS BUILDING - 15,675 SF
705 K STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-948: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
Sub-Total		\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,714,968.83
FY24 Appraisal 15,675 SF * \$109.407900 per SF per Ye		\$ 1,714,968.83
Compensation Amount		\$ 1,714,968.83
Adjusted Compensation Amount (Rounded)		\$ 1,714,969

LEASE MODIFICATION

LEASE MODIFICATION NO. LEASE NO.

FY2025 - Mod 1

IHS-NSHC-2024-950

EFFECTIVE DATE

10/1/2024

PAGE

1 of 1

ADDRESS OF PREMISES

NSHC Patient Hostel Building, 704 East N. Street, Nome, AK 99762

SIZE (SF)

9,924

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

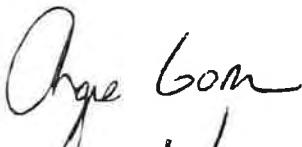
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-950 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$757,374, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher A. Poole
Digitally signed by Christopher A. Poole -S
Date: 2025.01.02 14:52:44 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PATIENT HOSTEL BUILDING - 9,924 SF
704 EAST N. STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-950: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 757,373.65
	FY24 Appraisal - FY25 3.28% CPI 9,924 SF * \$76.317300 per SF per Year	\$ 757,373.65
	Compensation Amount	\$ 757,373.65
	Adjusted Compensation Amount (Rounded)	\$ 757,374

LEASE MODIFICATION

LEASE MODIFICATION NO. LEASE NO.

FY2025 - Mod 1

IHS-NSHC-2024-949

EFFECTIVE DATE

10/1/2024

PAGE

1 of 1

ADDRESS OF PREMISES

NSHC Wellness and Training Center, 706 East N. Street, Nome, AK 99762

SIZE (SF)

25,330

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

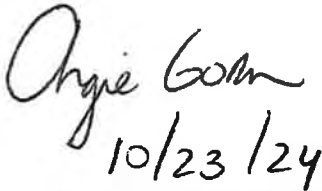
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-949 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$2,730,066, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S
Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:52:44 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC WELLNESS AND TRAINING CENTER - 25,330 SF
706 EAST N. STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-949: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 2,730,065.94
	FY24 Appraisal - FY25 3.28% CPI 25,330 SF * \$107.779900 per SF per Ye	\$ 2,730,065.94
	Compensation Amount	\$ 2,730,065.94
	Adjusted Compensation Amount (Rounded)	\$ 2,730,066

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 1	LEASE NO. IHS-NSHC-2024-948	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES Nome Operations Building, 705 K Street, Nome, AK 99762			SIZE (SF) 15,675

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

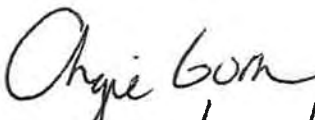
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-948 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,771,220, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S
Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:52:44 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NOME OPERATIONS BUILDING - 15,675 SF
705 K STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-948: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,771,220.14
	FY24 Appraisal - FY25 3.28% CPI 15,675 SF * \$112.996500 per SF per Ye \$ 1,771,220.14	
	Compensation Amount	\$ 1,771,220.14
	Adjusted Compensation Amount (Rounded)	\$ 1,771,220

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. **2023 Tax Exemption.** NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. **Refund of Taxes.** The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk

2024 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORP
PO BOX 966
NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2024 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2024.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
704 E N ST	001.115.01	3/20/2024	4/19/2024

Property Information

Lot Size: 287123 SF; Lot: 1A; BLK: 116; Subdivision: NOME TOWNSITE; Plat#: 2017-21; District: Nome - 201

Current Assessment

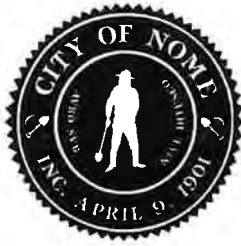
	Land	Improvement	Total Assessment
Assessment	\$1,105,400	\$43,278,300	\$44,383,700
Adjustments			
NP - Hospital	-\$1,105,400	-\$43,278,300	-\$44,383,700
Taxable Value	\$0	\$0	\$0

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone: 907-443-5555 Fax: 907-443-5645



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#: 001.115.01		Land Value:	\$ 1,105,400.00
Location: 704 E. N. ST.		Improvements:	\$ 43,278,300.00
Legal Description NSHC HOSTEL BUILDING and re		Assessed Value:	\$ 44,383,700.00
Block: 116		Exemption:	\$ 44,383,700.00
Lot: 1A		Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
		2024 Tax Amount Due:	.00
		Total Amount Due:	.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.115.01

Please check for address corrections and indicate change(s) above

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.115.01

Please check for address corrections and indicate change(s) above

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

**V. Block 118, Lot 7, 001.118.07 (Duplex)
Attachments**

RECEIVED
FEB 25 2025 
CITY OF NOME
CLERKS DEPARTMENT

**FUNDING AGREEMENT
BETWEEN
THE NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FISCAL YEARS 2022-2024**

Amendment Effective November 17, 2022

In accordance with Section 14.1 of the Norton Sound Health Corporation (NSHC) FYs 2022-2024 Multi-Year Funding Agreement (MYFA), as amended, Sections 3.2.4 and 3.4.7 of the MYFA are hereby amended as follows:

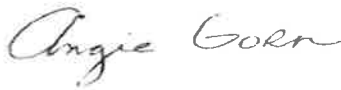
1. Section 3.2.4 is amended by adding the underlined language:

3.2.4 Medevac/air and/or ground ambulance services;

2. Section 3.4.7 is amended by adding the underlined language:

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air and/or ground ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

Norton Sound Health Corporation - on Behalf of Itself and Certain Alaska Native Tribes Identified in Exhibit A of the Compact



12/5/22

By: _____
Angie Gorn, President/CEO

Date

**United States of America
Secretary of Department of Health and Human Services**

By: _____
Alaska Area Director, Indian Health Service

1/5/23

Date

**NSHC NOME DUPLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Nome Duplex 19513**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	-	90,588.00
Rental Income	-	
Total Income	-	90,588.00
Expenses:		
Heating Fuel		1,889.24
Utilities	880.92	6,211.36
Telephone/Internet	185.00	-
Prop Tax	5,125.69	-
Consulting & Purchased Svcs	612.00	5,520.00
Supplies	120.00	4,009.12
Insurance	513.00	1,923.44
Depreciation	26,271.18	26,271.18
Equip Purchases	2,550.00	-
Equip, Repairs & Maintenance	-	-
105(I) Lease Restricted Reserve	-	90,588.00
Freight	-	-
Total Expense	36,257.79	136,412.34
Excess Rev over (under) Expenses	(36,257.79)	(45,824.34)

**NSHC NOME DUPLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Nome Duplex 19513**

**As of 02.24.25
FY25**

Income:

105(I) Lease Revenue	18,117.60
Rental Income	495.12
Total Income	18,612.72

Expenses:

Heating Fuel	1,654.47
Utilities	2,108.32
Telephone/Internet	-
Prop Tax	-
Consulting & Purchased Svcs	1,380.00
Supplies	1,137.92
Insurance	588.26
Depreciation	5,254.24
Equip Purchases	-
Equip, Repairs & Maintenance	-
105(I) Lease Restricted Reserve	18,117.60
Freight	-
Total Expense	30,240.81

Excess Rev over (under) Expenses	(11,628.09)
----------------------------------	-------------

Form **990**Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022**Open to Public
Inspection****A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization NORTON SOUND HEALTH CORPORATION		D Employer identification number 92-0041488
	Doing business as		E Telephone number 907-443-3311
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite		
	P.O. BOX 966		
	City or town, state or province, country, and ZIP or foreign postal code		G Gross receipts \$ 246,536,630
NOME AK 99762			
F Name and address of principal officer			
ANGELA GORN			
P.O. BOX 966			
NOME AK 99762			
H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If "No," attach a list. See instructions			
H(c) Group exemption number			
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			
L Year of formation: 1970 M State of legal domicile: AK			

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3 Number of voting members of the governing body (Part VI, line 1a)	3	22	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	21	
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	992	
	6 Total number of volunteers (estimate if necessary)	6	0	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0	
b Net unrelated business taxable income from Form 990-T, Part I, line 11			7b	0
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year	
	9 Program service revenue (Part VIII, line 2g)	109,003,392	148,138,221	
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	92,050,839	89,835,659	
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,239,577	6,565,674	
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,216,581	1,802,408	
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	203,510,389	246,341,962	
	14 Benefits paid to or for members (Part IX, column (A), line 4)	1,077,046	1,222,393	
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		0	
	16a Professional fundraising fees (Part IX, column (A), line 11e)	114,344,592	127,064,862	
	b Total fundraising expenses (Part IX, column (D), line 25)		0	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	65,652,228	73,133,296	
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	181,073,866	201,420,551	
19 Revenue less expenses. Subtract line 18 from line 12	22,436,523	44,921,411		
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year	
	21 Total liabilities (Part X, line 26)	468,101,447	514,895,339	
	22 Net assets or fund balances. Subtract line 21 from line 20	61,776,338	61,757,075	
		406,325,109	453,138,264	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date	
	CHRISTOPHER BOLTON			
	Type or print name and title			
	CHIEF OPERATING OFR			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if PTIN
	ROBERT L. REHFELD	ROBERT L. REHFELD	08/16/24	self-employed <input type="checkbox"/> P00104959
	Firm's name	Firm's EIN		
	ELGEE REHFELD, LLC		92-0127098	
	Firm's address		Phone no.	
	9309 GLACIER HWY STE B200		907-789-3178	
	JUNEAU, AK 99801-9300			

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

DAA

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992	2b	X	
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b				X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a				X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b				
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a				X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a				X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b				X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c				
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a				X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b				
7	Organizations that may receive deductible contributions under section 170(c).					
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a				X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b				
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c				X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e				X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f				X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g				
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h				
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8				
9	Sponsoring organizations maintaining donor advised funds.					
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a				
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b				
10	Section 501(c)(7) organizations. Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	Section 501(c)(12) organizations. Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a				
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	Section 501(c)(29) qualified nonprofit health insurance issuers.					
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a				X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b				
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15				X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16				X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17				

LEASE AGREEMENT
Lease No. IHS-NSHC-2025-1312

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**ITINERANT PROVIDER HOUSING
700 EAST K STREET
NOME, AK 99762**

**LEASE AGREEMENT FOR
ITINERANT PROVIDER HOUSING**

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 2,484 square feet located at 700 East K Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from December 5, 2024, through September 30, 2025, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated December 5, 2024, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay Lessor compensation of \$90,588 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
1000 GREG KRUSCHECK AVE
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Dr. Chris Poole, DHA, LCSW
105(l) Agency Lead Negotiator
Indian Health Service
Email: Chris.Poole@ihs.gov
Telephone: (218) 444-0475

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.com
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 1/15/25
Angie Gorn Date
President/CEO
Norton Sound Health Corporation

UNITED STATES OF AMERICA

By: _____
Dr. Chris Poole, DHA, LCSW
105(l) Agency Lead Negotiator
Indian Health Service

12/5/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
ITINERANT PROVIDER HOUSING - 2,484 SF
700 EAST K STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2025-1312 - FMR: FY2025 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 128,214.89
	2025 Appraisal 2,484 SF * \$51.616300 per SF per Year	\$ 128,214.89
	Compensation Amount	\$ 128,214.89
	Rental Income Offset	\$ -18,000.00
	Adjusted Compensation Amount (Rounded)	\$ 110,215
	Lease term: 12/5/2024 to 9/30/2025 - Compensation prorated to 300 days	\$ 90,588

III. Block 33, Lot 19, 001.131.01A (Kusqii House)
Attachments

RECEIVED

FEB 25 2025



CITY OF NOME
CLERKS DEPARTMENT

**NSHC KUSQII HOUSE
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Kusqii House 19556**

	FY23	FY24	PROJECTED FY25
Income:			
105(I) Lease Revenue	35,677.00	101,318.00	104,641.00
Rental Income	-	-	
Total Income	35,677.00	101,318.00	104,641.00
Expenses:			
Heating Fuel	6,251.20	7,328.58	9,309.72
Utilities	8,164.93	6,387.32	7,165.84
Telephone/Internet	5,579.37	1,077.54	1,001.00
Prop Tax	5,418.00	-	-
Consulting & Purchased Svcs	-	3,619.00	
Supplies	1,405.22	1,643.53	35,579.48
Insurance	649.68	719.00	736.20
Depreciation	-	-	-
Equip Purchases	-	-	33,263.88
Equip, Repairs & Maintenance	19.26	27.00	-
105(I) Lease Restricted Reserve	35,677.00	101,318.00	104,641.00
Freight	-	-	-
Total Expense	63,164.66	122,119.97	191,697.12
Excess Rev over (under) Expenses	(27,487.66)	(20,801.97)	(87,056.12)

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2024 - Mod 1	LEASE NO. IHS-NSHC-2023-810	EFFECTIVE DATE 10/1/2023	PAGE 1 of 1
ADDRESS OF PREMISES Kusqi House (2), 711 East 3rd Avenue, Nome, AK 99762			SIZE (SF) 2,560

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-810 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$101,318, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE



12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
KUSQI HOUSE (2) - 2,560 SF
711 EAST 3RD AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-810: FY2024 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 101,318.14
	FY23 Appraisal - FY24 8.15% CPI 2,560 SF * \$39.577400 per SF per Year \$ 101,318.14	
	Compensation Amount	\$ 101,318.14
	Adjusted Compensation Amount (Rounded)	\$ 101,318

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 2	LEASE NO. IHS-NSHC-2023-810	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES Kusqi House (2), 711 East 3rd Avenue, Nome, AK 99762			SIZE (SF) 2,560

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

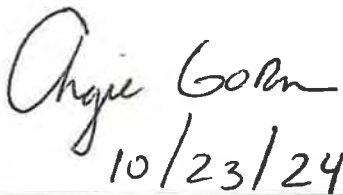
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-810 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$104,641, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:54:01 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
KUSQI HOUSE (2) - 2,560 SF
711 EAST 3RD AVENUE
NOME, AK 99762

LEASE NO. IHS-NSHC-2023-810: FY2025 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 104,641.28
	FY23 Appraisal - FY25 3.28% CPI 2,560 SF * \$40.875500 per SF per Year \$ 104,641.28	
	Compensation Amount	\$ 104,641.28
	Adjusted Compensation Amount (Rounded)	\$ 104,641

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. **2023 Tax Exemption.** NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. **Refund of Taxes.** The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#:	001.131.01A	Land Value:	\$ 27,200.00
Location:	711 A,B,C E. 3RD AVE.	Improvements:	\$ 488,800.00
Legal Description		Assessed Value:	\$ 516,000.00
Block:	33	Exemption:	\$ 516,000.00
Lot:	19	Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
2024 Tax Amount Due:			.00
Total Amount Due:			.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP.
COUPON P.O BOX 966
NOME AK 99762

TAX ID #: 001.131.01A

Please check for address corrections and indicate change(s) above.

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O BOX 966
NOME AK 99762

TAX ID #: 001.131.01A

Please check for address corrections and indicate change(s) above.

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

**VIII. Block 127, Lot 7A, 001.201.05 (West Campus)
Attachments**

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT

A handwritten signature in blue ink, consisting of a stylized 'D' followed by a flourish.

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-1039

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**WEST CAMPUS STORAGE BUILDINGS – 4
NSA WEST 6TH AVENUE,
NOME, AK 99762**

LEASE AGREEMENT FOR
WEST CAMPUS STORAGE BUILDINGS - 4

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(l) (previously 25 U.S.C. § 450j(l)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: Four buildings (Storage, Material Management, Maintenance Shop and Medical Records Storage) with a combined size of 12,448 square feet located at NSA West 6th Avenue, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from March 19, 2024, through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(l), 25 U.S.C. § 5324(l) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated March 19, 2024, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$137,942 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(l) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to: **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering, Indian Health Service
1301 Young Street, Suite 106-840
Dallas, TX 75202
Email: Michael.Weaver@ihs.gov
Telephone: (206) 615-2460

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 3/26/24
Angie Gorn Date
President/CEO
Norton Sound Health Corporation

UNITED STATES OF AMERICA

By: _____
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services
Office of Environmental Health and Engineering
Indian Health Service

3/19/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY

NORTON SOUND HEALTH CORPORATION - TITLE V
 WEST CAMPUS STORAGE BUILDINGS-4 - 12,448 SF
 NSA WEST 6TH AVENUE
 NOME, AK 99762

LEASE NO. IHS-NSHC-2024-1039: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 257,586.46
	2024 Appraisal - 4 Storage Buildings 12,448 SF * \$20.693000 per SF per Year \$ 257,586.46	
	Compensation Amount	\$ 257,586.46
	Adjusted Compensation Amount (Rounded)	\$ 257,586
	Pro-Rated Amount based on lease effective date of 3/19/2024 (Total 196 days)	\$ 137,942

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 1	LEASE NO. IHS-NSHC-2024-1039	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES West Campus Storage Buildings-4, NSA West 6th Avenue, Nome, AK 99762			SIZE (SF) 12,448

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-1039 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$266,035, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE

Angie Gorn
10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S
Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
15:13:30 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
WEST CAMPUS STORAGE BUILDINGS-4 - 12,448 SF
NSA WEST 6TH AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-1039: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 266,034.92
	2024 Appraisal - FY25 3.28% CPI 12,448 SF * \$21.371700 per SF per Year \$	266,034.92
	Compensation Amount	\$ 266,034.92
	Adjusted Compensation Amount (Rounded)	\$ 266,035

**FUNDING AGREEMENT
BETWEEN
THE NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FISCAL YEARS 2022-2024**

EFFECTIVE DATE: JULY 5, 2024

In accordance with Section 14.1 of the FYs 2022-2024 Funding Agreement made and entered into by Norton Sound Health Corporation (NSHC) and the Secretary of the Department of Health and Human Services of the United States of America, effective October 1, 2021, the Funding Agreement, as amended, is hereby further amended as follows:

Appendices: The following appendix is incorporated by reference and attached:

Appendix B – FY 2024 Facility List (July 5, 2024)

Norton Sound Health Corporation - on Behalf of Itself and Certain Alaska Native Tribes Identified in Exhibit A of the Compact

By: Angie Gorn
Angie Gorn, President/CEO

9/3/24
Date

**United States of America
Secretary of
Department of Health and Human Services**

By: _____
Alaska Area Director, Indian Health Service

Date

Norton Sound Health Corporation Funding Agreement - Appendix B

Fiscal Years 2022-2024

This non-exhaustive list of Tribal Facilities and Locations identifies the sites where Norton Sound Health Corporation owns, leases, occupies, or otherwise used real property to carry out its responsibilities under the Alaska Tribal Health Compact and its Funding Agreement. Each description of facilities and locations is intended to include surrounding and adjacent grounds.

Additionally, the cross references to specific PSFAs are not intended to limit the scope of PSFAs that may be performed at a facility or for which a facility may be used; rather, cross references are intended as an example of the type of PSFA that may be performed at the facility or of the manner in which a facility may be utilized. Cross references are not exhaustive and may not be construed to be exclusory of other PSFAs that may be performed at a facility or of the uses of the facility.

LOCATION	FACILITY NAME	TRIBAL PROGRAMS (including but not limited to)
1000 Greg Kruschek Ave, Nome, AK 99762	NSHC Hospital	Section 3.1; Sections 3.2.1-3.2.7; Sections 3.2.9-3.2.13; Section 3.2.15; Section 3.2.16; Section 3.3.6; Sections 3.4.1-3.4.4; Sections 3.4.6-3.4.8; Sections 3.4.12-3.4.15; Section 3.5; Section 3.6; Section 3.7; Section 3.8.
1100 Greg Kruschek Ave, Nome, AK 99762	Quyanna Care Center	Section 3.2.8
706 East N. Street Nome, AK 99762	NSHC Wellness and Training Center	Sections 3.2.11-3.2.13; Sections 3.3.1-3.3.3; Sections 3.3.5-3.3.7; Sections 3.4.4-3.4.7; Section 3.4.11; Section 3.4.13; Section 3.4.16; Section 3.8
704 East N. Street Nome, AK 99762	NHSC Patient Hostel Building	Section 3.2.14; Section 3.4.8.1; Section 3.5
711 East 3 rd Avenue Nome, AK 99762	Kusqi House (2)	Section 3.2.14; 3.5
607 Division Street Nome, AK 99762	Pre-Maternal Home	Section 3.2.14; Section 3.4.8.1; Section 3.5
117 West 5th Ave, Nome, AK 99762	Lawyers Apartments (7)	Section 3.5
990 Greg Kruschek Avenue, Nome, AK 99762	NSHC Plex Housing (20)	Section 3.5
700 East K Street Nome, AK 99762	Nome Duplex	Section 3.5

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

85058 Clarence Road Brevig Mission, AK 99785	Brevig Mission Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
200 Walrus Way Diomedes, AK 99762	Diomedes Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
69 Moses Point Road Elim, AK 99739	Elim Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
110 Clinic Road Gambell, AK 99742	Gambell Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
62039 Daquamaaq Rd, Golovin, AK 99762	Golovin Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
5 Amaktoolik Street Golovin, AK 99762	Golovin House	Section 3.5
East 2 nd Avenue, Koyuk, AK 99753	Koyuk Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
Lot 6, Block 16 (US Survey 8892, Plat 84- 19) Koyuk, AK	Koyuk House	Section 3.5
Bald Street St. Michael, AK 99659	St. Michael Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
100 Pioneer Drive St. Michael, AK 99659	St. Michael Triplex	Section 3.5
2 Airport Road Savoonga, AK 99769	Savoonga Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
2 Airport Road Savoonga, AK 99769	Savoonga Duplex	Section 3.5
1 st Main Street Shaktoolik, AK 99659	Shaktoolik Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
40 Runway Drive Shishmaref, AK 99772	Shishmaref Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
123 Oceanview Shishmaref, AK 99772	Shishmaref Duplex	Section 3.5
50 School Blvd. Stebbins, AK 99671	Stebbins Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
545 Tundra Street	Teller Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8

Amended and Restated effective July 5, 2024

Norton Sound Health Corporation Funding Agreement - Appendix B
Fiscal Years 2022-2024

Teller, AK 99778		
189 Airport Road Unalakleet, AK 99684	Unalakleet Sub-regional Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.2.13; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
270 Martha Anagick Aarons Subdivision Unalakleet, AK 99684	Ikayuyuti (Assisted Living Facility)	Section 3.2.8; Section 3.4.13
Airport Junction Road Wales, AK 99783	Wales Health Clinic and Morgue	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.4.19; Section 3.7; Section 3.8
1 Scow John Road, White Mtn, AK 99784	White Mountain Clinic	Section 3.2.5, 3.2.10, 3.2.11; Section 3.3.1-3.3.3; Section 3.4.1-3.4.4, 3.4.13; Section 3.7; Section 3.8
	staff housing owned/rented	Section 3.5
NSA West 6 th Avenue Nome, AK 99762	West Campus (4 Storage Buildings)	Section 3.5
705 East K Street Nome, AK 99762	Nome Operations Building	Section 3.4.9; Section 3.4.10; Section 3.5
Airport Junction Road Wales, AK 99783	NSHC Tri-Plex Provider Housing	Section 3.5
Mile 20 Nome-Council Hwy	Nuuk Cabins	Section 3.3.2, 3.3.7
All Villages	Village-Based Counselor Office Space	Section 3.3
All Villages	Village Based Morgues	Section 3.4.19
All Villages	Washeterias	Section 3.4.9

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. **2023 Tax Exemption.** NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. **Refund of Taxes.** The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#: 001.201.05		Land Value:	\$ 288,400.00
Location: W. 6TH AVE. (127 7A)		Improvements:	\$ 1,204,600.00
Legal Description		Assessed Value:	\$ 1,493,000.00
Block: 127		Exemption:	\$ 1,493,000.00
Lot: 7A		Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
2024 Tax Amount Due:			.00
Total Amount Due:			.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.201.05

Please check for address corrections and indicate change(s) above

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 001.201.05

Please check for address corrections and indicate change(s) above

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

**VII. Block 110, Lot 1-2, 001.211.03A (Patient Hostel West, Pre-Maternal Home, old BHS)
Attachments**

RECEIVED

FEB 25 2025



CITY OF NOME
CLERKS DEPARTMENT

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

2022

Open to Public
Inspection

A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/
terminated
☐ Amended return
☐ Application pending

C Name of organization

NORTON SOUND HEALTH CORPORATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

P.O. BOX 966

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NOME

AK 99762

D Employer identification number

92-0041488

E Telephone number

907-443-3311

G Gross receipts \$ 246,536,630

F Name and address of principal officer:

ANGELA GORN

P.O. BOX 966

NOME

AK 99762

H(a) Is this a group return for subordinates? ☐ Yes ☒ NoH(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG

H(c) Group exemption number

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1970 M State of legal domicile: AK

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:

COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE
HIGHEST QUALITY HEALTH CARE POSSIBLE.2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)

3 22

4 Number of independent voting members of the governing body (Part VI, line 1b)

4 21

5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)

5 992

6 Total number of volunteers (estimate if necessary)

6 0

7a Total unrelated business revenue from Part VIII, column (C), line 12

7a 0

b Net unrelated business taxable income from Form 990-T, Part I, line 11

7b 0

Revenue

8 Contributions and grants (Part VIII, line 1h)

Prior Year	Current Year
109,003,392	148,138,221

9 Program service revenue (Part VIII, line 2g)

92,050,839 89,835,659

10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)

1,239,577 6,565,674

11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)

1,216,581 1,802,408

12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)

203,510,389 246,341,962

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)

1,077,046 1,222,393

14 Benefits paid to or for members (Part IX, column (A), line 4)

0

15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)

114,344,592 127,064,862

16a Professional fundraising fees (Part IX, column (A), line 11e)

0

b Total fundraising expenses (Part IX, column (D), line 25)

0

17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)

65,652,228 73,133,296

18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)

181,073,866 201,420,551

19 Revenue less expenses. Subtract line 18 from line 12

22,436,523 44,921,411

Net Assets or Fund Balances

20 Total assets (Part X, line 16)

Beginning of Current Year	End of Year
468,101,447	514,895,339

21 Total liabilities (Part X, line 26)

61,776,338 61,757,075

22 Net assets or fund balances. Subtract line 21 from line 20

406,325,109 453,138,264

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign
Here

Signature of officer

Date

CHRISTOPHER BOLTON

CHIEF OPERATING OFR

Type or print name and title

Paid
Preparer
Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if PTIN

ROBERT L. REHFELD

ROBERT L. REHFELD

08/16/24

self-employed

P00104959

Firm's name

ELGEE REHFELD, LLC

Firm's EIN

92-0127098

Firm's address

9309 GLACIER HWY STE B200
JUNEAU, AK 99801-9300

Phone no.

907-789-3178

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2022)

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X		
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X	
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b				
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X	
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X	
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X	
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c				
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X	
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b				
7	Organizations that may receive deductible contributions under section 170(c).					
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b				
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X	
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g				
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h				
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8				
9	Sponsoring organizations maintaining donor advised funds.					
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a				
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b				
10	Section 501(c)(7) organizations. Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	Section 501(c)(12) organizations. Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a				
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	Section 501(c)(29) qualified nonprofit health insurance issuers.					
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X	
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b				
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X	
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17				

**NSHC PRE-MATERNAL HOME
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
Pre-Maternal Home 19557**

	FY24	PROJECTED FY25
Income:		
105(I) Lease Revenue	128,920.00	1,249,550.00
Patient Service Revnue	-	-
Total Income	128,920.00	1,249,550.00
Expenses:		
Wages	13,521.43	469,675.36
Heating Fuel	2,749.79	36,281.28
Utilities	-	-
Telephone/Internet	-	10,945.68
Prop Tax	21,897.15	-
Consulting & Purchased Svcs	500.00	-
Supplies	6,020.83	40,402.12
Insurance	7,192.00	7,361.64
Depreciation	452,212.68	452,212.68
Equip Purchases	-	-
Equip, Repairs & Maintenance	27.00	-
105(I) Lease Restricted Reserve	128,920.00	1,249,550.00
Freight	-	-
Total Expense	619,519.45	1,796,753.40
Excess Rev over (under) Expenses	(490,599.45)	(547,203.40)

LEASE AGREEMENT
Lease No. IHS-NSHC-2024-1145

Between

NORTON SOUND HEALTH CORPORATION

Lessor

and

**UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
INDIAN HEALTH SERVICE**

Lessee

Lease of Space for the

**NSHC PRE-MATERNAL HOME
6077 DIVISION STREET
NOME, AK 99762**

LEASE AGREEMENT FOR
NSHC PRE-MATERNAL HOME

THIS Lease Agreement is entered into by the **NORTON SOUND HEALTH CORPORATION** ("Lessor") and the **UNITED STATES OF AMERICA, DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE** ("IHS" or "Lessee"), collectively "the parties," under the authority of Section 105(f) of the Indian Self-Determination and Education Assistance Act (ISDEAA) at 25 U.S.C. § 5324(f) (previously 25 U.S.C. § 450j(f)) and the regulations at 25 C.F.R. Part 900, Subpart H.

The parties, for the considerations mentioned in the paragraphs below, covenant and agree as follows:

1. **FACILITY:** The Lessor hereby leases to the IHS the following described premises: A building consisting of 10,080 square feet located at 607 Division Street, Nome, AK 99762.
2. **PURPOSE:** By agreement with the IHS, this facility will be used by the Lessor for the administration and delivery of health care pursuant to the ISDEAA, 25 U.S.C. § 5301 et seq., and the compact and funding agreement between the Secretary of Health and Human Services and the Lessor.
3. **TERM:** The term for this lease will be from August 23, 2024, through September 30, 2024, subject to termination and renewal rights as stated in paragraphs 6 and 7.
4. **TYPE OF LEASE - 25 C.F.R. § 900.74(a):** The parties agree that the compensation under this lease was negotiated using comparable full cost fair market lease properties. The Lessee shall pay only the rent identified herein. The rent rate includes all costs authorized under section 105(f), 25 U.S.C. § 5324(f) and 25 C.F.R. § 900.70 (a)-(h), as reflected in Attachment A dated August 23, 2024, incorporated by reference herein.
5. **COMPENSATION PAYMENT & OFFSET:** The IHS shall pay the Lessor the compensation of \$128,920 for the term of this lease, in accordance with paragraph 3. Based on information provided by the Lessor, the parties agree that this fair market rental lease amount is reasonable and non-duplicative under 25 U.S.C. § 5324(f) and 25 C.F.R. Part 900, Subpart H, §§ 900.69 through 900.74.

The total lease compensation amount shall be paid as a lump sum to the Lessor under this lease agreement, contingent upon the availability of appropriated funds from which payment of lease purposes can be made. No legal liability on the part of the Government for any payment may arise until and unless such funds are made available to the IHS.

Payments shall be made to **NORTON SOUND HEALTH CORPORATION**
P. O. BOX 966
NOME, AK 99762

6. **Renewal:**

The Lessor shall provide:

- a. Notice of intent to the Lessee to renew this lease at least 60 days in advance of the expiration date of the lease term.
- b. A written proposal to the Lessee for compensation consistent with 25 C.F.R. Part 900, Subpart H at least 30 days in advance of the expiration date of the lease term.
- c. Supporting documentation to the Lessee's point of contact identified in this lease no later than 90 days from the close of the fiscal year (September 30).

The Lessee shall:

- a. Initiate negotiations for the renewed lease no later than 30 days after Lessee's receipt of Lessor's proposal.

7. **Termination:** This lease will be terminated if the Lessor fails to use the facility to provide ISDEAA programs, services, functions or activities agreed to in its funding agreement.

8. **Points of Contact:** All correspondence including submission in accordance with paragraphs 6 and 7 of this lease shall be sent to the following:

Dr. Chris Poole, DHA, LCSW
Director, (Acting)
Office of Direct Service and Contracting Tribes
Mail Stop: 08E17
5600 Fishers Lane
Rockville, MD 20857
Email: Chris.Poole@ihs.gov
Telephone: (218) 444-0475

Angie Gorn, President/CEO
Norton Sound Health Corporation
P. O. Box 966
Nome, AK 99762
Email: AGorn@nshcorp.org
Telephone: (907) 443-3311

This lease is effective upon signature of both parties for the term specified in paragraph 3.

LESSOR

By: Angie Gorn 9/19/24
Angie Gorn
President/CEO
Norton Sound Health Corporation
Date

UNITED STATES OF AMERICA

By: Christopher A. Poole -S Digitally signed by
Christopher A. Poole -S
Date: 2024.09.30 13:38:41
-05'00'
Dr. Chris Poole, DHA, LCSW
Director, (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

8/23/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PRE-MATERNAL HOME - 10,080 SF
607 DIVISION STREET
NOME, AK 99762

LEASE NO. IHS-NSHC-2024-1145: FY2024 - NEW

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
Sub-Total		\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,209,867.31
2024 Appraisal 10,080 SF * \$120.026400 per SF per Ye		\$ 1,209,867.31
Compensation Amount		\$ 1,209,867.31
Adjusted Compensation Amount (Rounded)		\$ 1,209,867
Lease term: 8/23/2024 to 9/30/2024 - Compensation prorated to 39 days		\$ 128,920

LEASE MODIFICATIONLEASE MODIFICATION NO.
FY2025 - Mod 1LEASE NO.
IHS-NSHC-2024-1145EFFECTIVE DATE
10/1/2024PAGE
1 of 1ADDRESS OF PREMISES
NSHC Pre-Maternal Home, 607 Division Street, Nome, AK 99762SIZE (SF)
10,080

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

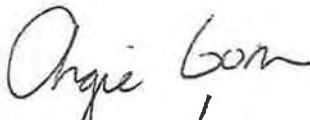
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2024-1145 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,249,550, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
15:10:50 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PRE-MATERNAL HOME - 10,080 SF
607 DIVISION STREET
NOME, AK 99762
LEASE NO. IHS-NSHC-2024-1145: FY2025 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,249,550.30
	2024 Appraisal - FY25 3.28% CPI 10,080 SF * \$123.963200 per SF per Ye	\$ 1,249,550.30
	Compensation Amount	\$ 1,249,550.30
	Adjusted Compensation Amount (Rounded)	\$ 1,249,550

**FUNDING AGREEMENT
BETWEEN
THE NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
FISCAL YEARS 2022-2024**

EFFECTIVE DATE: SEPTEMBER 30, 2024

In accordance with Section 14.1 of the FYs 2022-2024 Funding Agreement made and entered into by Norton Sound Health Corporation (NSHC) and the Secretary of the Department of Health and Human Services of the United States of America, effective October 1, 2021, the Funding Agreement, as amended, is hereby further amended as follows:

1. **Section 9.2** is amended as follows:

9.2 Section 105(l) Leases. To facilitate IHS review of a Co-Signer's proposal for any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed, for any facilities leased under Section 105(l) of the Act to IHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), Section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic; 2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak "Dagumaaq" Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrueq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) White Mountain Clinic (Natchirsvik Health Clinic); 14) Nome Operations Building; 15) NSHC Wellness & Training Center; 16) Diomedea Clinic; 17) NSHC Patient Hostel Building; 18) Quyanna Care Center; 19) NSHC Hospital; 20) Golovin House; 21) St. Michael Triplex; 22) Savoonga Duplex; 23) Lawyers Apartments; 24) Kusqui House; 25) NSHC Plex Housing; 26) Shishmaref Duplex; 27) Koyuk House; 28) West Campus (4 Storage Buildings); 29) Wales Health Clinic and Morgue; 30) NSHC Tri-Plex Provider Housing; 31) Nuuk Cabins; 32) Pre-Maternal Home.

Norton Sound Health Corporation - on Behalf of Itself and Certain Alaska Native Tribes Identified in Exhibit A of the Compact

By: Angie Gorn
Angie Gorn, President/CEO

11/6/24
Date

**United States of America
Secretary of
Department of Health and Human Services**

By: Evangelyn L. Castagna -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Castagna -S
Date: 2024.12.23 15:19:37 -09'00'

Date

Presented by:
City Manager
Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-02-01

**A RESOLUTION GRANTING EXEMPTION FROM 2023 REAL PROPERTY TAXES
FOR CERTAIN NSHC PROPERTIES**

WHEREAS, Norton Sound Health Corporation ("NSHC") appealed to the Nome Board of Equalization ("BOE") the assessor's denial of 2023 exemption for eleven properties owned by NSHC;

WHEREAS, the BOE affirmed, in whole or in part, the assessor's denial of exemption for each property as set forth in the BOE's Findings of Fact and Conclusions of law dated June 8, 2023;

WHEREAS, several of the NSHC properties for which the BOE denied exemption were also denied exemption for the 2022 tax year;

WHEREAS, NSHC appealed the 2022 denial of exemptions to the Superior Court in the case captioned *NSHC v. City of Nome*, 2NO-22-0095 CI;

WHEREAS, on July 18, 2023, the Superior Court determined that four NSHC properties are entitled to exemption from the City's 2022 property taxes, specifically Property 1 (7-Plex), Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

WHEREAS, the City appealed to the Alaska Supreme Court, with such appeal pending, the Superior Court's determination that Property 1 (7-Plex) is entitled to exemption from the City's 2022 real property tax;

WHEREAS, under AS 29.45.500, a municipality should grant exemption if it becomes obvious to the governing body that the property should be exempt from real property taxation;

WHEREAS, the Superior Court's determination that NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building) are exempt from the City's 2022 property taxes has not been appealed; and

WHEREAS, applying the Superior Court's July 18, 2023 decision, except as to the matter pending before the Alaska Supreme Court, to the 2023 tax year, exemption from 2023 City real property taxes should be granted for NSHC Property 2 (West Campus Storage and Maintenance), Property 3 (Kusqii House), and Property 4 (Patient Hostel & Operations Building);

NOW, THEREFORE, BE IT RESOLVED by the Nome Common Council that:

1. **2023 Tax Exemption.** NSHC Property 2 (Tax Lot #001.201.05)(West Campus Storage and Maintenance), Property 3 (Tax Lot #001.131.01A)(Kusqii House), and Property 4 (Tax Lot #001.115.01)(Patient Hostel & Operations Building) are hereby granted exemption from City of Nome 2023 real property taxes.

2. **Refund of Taxes.** The manager is authorized to refund to NSHC 2023 real property taxes paid by NSHC for the properties for which exemption has been granted together with interest thereon from the date the City received payment of the taxes.

APPROVED and SIGNED this 1st day of February 2024.


JOHN K. HANDELAND, Mayor

ATTEST:


JEREMY JACOBSON – Deputy City Clerk

**I. Block 91, Lot 3 & 4, 001.221.05A (7-Plex)
Attachments**

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT



LEASE MODIFICATION

LEASE MODIFICATION NO.	LEASE NO.	EFFECTIVE DATE	PAGE
FY2024 - Mod 1	IHS-NSHC-2023-809	10/1/2023	1 of 1
ADDRESS OF PREMISES	SIZE (SF)		
Lawyer's Apartments (7), 117 West 5th Avenue, Nome, AK 99762	8,675		

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-809 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$166,423, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE



12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023 -

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
LAWYER'S APARTMENTS (7) - 8,675 SF
117 WEST 5TH AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-809: FY2024 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 239,062.18
	FY23 Appraisal - FY24 8.15% CPI 8,675 SF * \$27.557600 per SF per Year \$ 239,062.18	
	Compensation Amount	\$ 239,062.18
	Rental Income Offset	\$ -72,639.00
	Adjusted Compensation Amount (Rounded)	\$ 166,423

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 2	LEASE NO. IHS-NSHC-2023-809	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES Lawyer's Apartments (7), 117 West 5th Avenue, Nome, AK 99762			SIZE (SF) 8,675

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

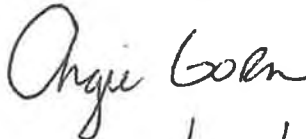
1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-809 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$194,516, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE


10/23/24

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

Christopher
A. Poole -S

Digitally signed by
Christopher A. Poole -S
Date: 2025.01.02
14:55:12 -06'00'

NAME & TITLE OF SIGNER

Dr. Chris Poole, DHA, LCSW
Director (Acting)
Office of Direct Service and Contracting Tribes
Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
LAWYER'S APARTMENTS (7) - 8,675 SF
117 WEST 5TH AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-809: FY2025 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 246,903.51
	FY23 Appraisal - FY25 3.28% CPI 8,675 SF * \$28.461500 per SF per Year \$ 246,903.51	
	Compensation Amount	\$ 246,903.51
	Rental Income Offset	\$ -52,388.00
	Adjusted Compensation Amount (Rounded)	\$ 194,516

**NSHC 7-PLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
7-Plex 19516**

	PROJECTED		
	FY23	FY24	FY25
Income:			
105(l) Lease Revenue	58,395.00	166,423.00	194,516.00
Rental Income	72,639.04	50,699.42	37,998.96
Total Income	131,034.04	217,122.42	232,514.96
Expenses:			
Heating Fuel	18,057.42	13,967.27	20,052.40
Utilities	14,201.15	1,466.07	6,379.92
Telephone/Internet	6,930.25	15,540.00	15,540.00
Prop Tax	10,735.20	11,757.60	
Consulting & Purchased Svcs	4,225.00	600.00	14,166.00
Supplies	3,410.33	10,374.00	6,244.36
Insurance	13,180.00	6,313.00	6,794.04
Depreciation	27,467.80	27,467.80	27,467.80
Equip Purchases			0.00
Equip, Repairs & Maintenance	766.16	609.31	0.00
105(l) Lease Restricted Reserve	58,395.00	166,423.00	194,516.00
Freight	805.21	1,411.29	0.00
Total Expense	158,173.52	255,929.34	291,160.52
Excess Rev over (under) Expenses	(27,139.48)	(38,806.92)	(58,645.56)

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.**2022**
Open to Public Inspection**A** For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization NORTON SOUND HEALTH CORPORATION		D Employer identification number 92-0041488
	Doing business as		E Telephone number 907-443-3311
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite P.O. BOX 966		
	City or town, state or province, country, and ZIP or foreign postal code NOME AK 99762		G Gross receipts 246,536,630
	F Name and address of principal officer ANGELA GORN P.O. BOX 966 NOME AK 99762		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions. H(c) Group exemption number
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1970	M State of legal domicile: AK

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	
	6	Total number of volunteers (estimate if necessary)	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	
Revenue	8	Prior Year	Current Year
	9	109,003,392	148,138,221
	10	92,050,839	89,835,659
	11	1,239,577	6,565,674
	12	1,216,581	1,802,408
	12	203,510,389	246,341,962
Expenses	13	1,077,046	1,222,393
	14		0
	15	114,344,592	127,064,862
	16a		0
	17	65,652,228	73,133,296
	18	181,073,866	201,420,551
Net Assets or Fund Balances	19	22,436,523	44,921,411
	20	468,101,447	514,895,339
	21	61,776,338	61,757,075
	22	406,325,109	453,138,264

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer CHRISTOPHER BOLTON Type or print name and title		Date CHIEF OPERATING OFR	
	Print/Type preparer's name ROBERT L. REHFELD		Preparer's signature ROBERT L. REHFELD	Date 08/16/24
Paid Preparer Use Only	Check <input type="checkbox"/> if self-employed	PTIN P00104959	Firm's EIN 92-0127098	Phone no. 907-789-3178
	Firm's name ELGEE REHFELD, LLC		Firm's EIN 92-0127098	
	Firm's address 9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300		Phone no. 907-789-3178	

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

**IX. Tract A, 190.1.059 (Hospital)
Attachments**

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2024 - Mod 2	LEASE NO. IHS-NSHC-2022-570	EFFECTIVE DATE 10/1/2023	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Hospital, 1000 Greg Krushek Avenue, Nome, AK 99762			SIZE (SF) 149,156

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2022-570 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$19,274,252, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE



12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

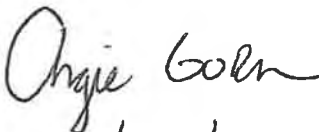
Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC HOSPITAL - 149,156 SF
1000 GREG KRUSHEK AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2022-570: FY2024 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e) OPERATIONS & MAINTENANCE EXPENSES		
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6) CUSTODIAL AND CUSTODIAL SUPPLIES		
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11) MONITORING AND PREVENTIVE MAINTENANCE		
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16) OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS		
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
Sub-Total		\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 19,274,251.55
FY22 Appraisal - FY24 8.15% CPI 149,156 SF * \$129.222100 per SF per Y		\$ 19,274,251.55
Compensation Amount		\$ 19,274,251.55
Adjusted Compensation Amount (Rounded)		\$ 19,274,252

LEASE MODIFICATION			
LEASE MODIFICATION NO. FY2025 - Mod 3	LEASE NO. IHS-NSHC-2022-570	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Hospital, 1000 Greg Krushek Avenue, Nome, AK 99762			SIZE (SF) 149,156
<p>THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:</p> <p>WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <ol style="list-style-type: none">1. The term of the Lease is extended for a period of one (1) year for said premises.2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2022-570 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$19,906,449, as shown in Attachment A, dated 10/1/2024. <p>EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.</p> <p>IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date</p>			
FOR THE NORTON SOUND HEALTH CORPORATION			
SIGNATURE & DATE  10/23/24		NAME & TITLE OF SIGNER Angie Gorn President/CEO Norton Sound Health Corporation	
FOR THE UNITED STATES OF AMERICA			
SIGNATURE & DATE Christopher A. Poole -S Digitally signed by Christopher A. Poole -S Date: 2025.01.02 14:56:26 -06'00'		NAME & TITLE OF SIGNER Dr. Chris Poole, DHA, LCSW Director (Acting) Office of Direct Service and Contracting Tribes Indian Health Service	

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V

NSHC HOSPITAL - 149,156 SF
1000 GREG KRUSHEK AVENUE
NOME, AK 99762

LEASE NO. IHS-NSHC-2022-570: FY2025 - MOD 3

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 19,906,449.25
	FY22 Appraisal - FY25 3.28% CPI 149,156 SF * \$133.460600 per SF per Y	\$ 19,906,449.25
	Compensation Amount	\$ 19,906,449.25
	Adjusted Compensation Amount (Rounded)	\$ 19,906,449

Department of the Treasury
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022**Open to Public
Inspection****A** For the 2022 calendar year, or tax year beginning **10/01/22**, and ending **09/30/23****B** Check if applicable:

- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization**NORTON SOUND HEALTH CORPORATION**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

P.O. BOX 966

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

NOME**AK 99762****D** Employer identification number**92-0041488****E** Telephone number**907-443-3311****G** Gross receipts \$ **246,536,630****F** Name and address of principal officer**ANGELA GORN
P.O. BOX 966****NOME****AK 99762****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **HTTP://WWW.NORTONSOUNDHEALTH.ORG****H(c)** Group exemption number**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **1970****M** State of legal domicile: **AK****Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)		
	4	Number of independent voting members of the governing body (Part VI, line 1b)		
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)		
	6	Total number of volunteers (estimate if necessary)		
Revenue	7a	Total unrelated business revenue from Part VIII, column (C), line 12		
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11		
		Prior Year	Current Year	
	8	109,003,392	148,138,221	
	9	92,050,839	89,835,659	
	10	1,239,577	6,565,674	
	11	1,216,581	1,802,408	
	12	203,510,389	246,341,962	
	Expenses	13	1,077,046	1,222,393
		14		0
15		114,344,592	127,064,862	
16a			0	
b			0	
17		65,652,228	73,133,296	
18		181,073,866	201,420,551	
19		22,436,523	44,921,411	
Net Assets or Fund Balances		20	468,101,447	514,895,339
		21	61,776,338	61,757,075
	22	406,325,109	453,138,264	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date	
	CHRISTOPHER BOLTON		CHIEF OPERATING OFR	
Preparer Use Only	Print/Type preparer's name		Preparer's signature	Date
	ROBERT L. REHFELD		ROBERT L. REHFELD	08/16/24
	Firm's name		Firm's EIN	PTIN
	ELGEE REHFELD, LLC		92-0127098	P00104959
	Firm's address		Phone no.	
	9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300		907-789-3178	

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2022)

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

2024 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORP
PO BOX 966
NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2024 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2024.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
1000 E 7TH AVE	190.1.059	3/20/2024	4/19/2024

Property Information

Lot Size: 38.85 AC; Tract: A; Subdivision: NSHC NOME HOSPITAL PARCEL; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$43,100	\$76,366,700	\$76,409,800
Adjustments			
NP - Hospital	-\$43,100	-\$76,366,700	-\$76,409,800
Taxable Value	\$0	\$0	\$0

For tax year 2023 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet May 3, 4 & 5 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to bhammond@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 151 Nome AK 99762
Phone # 907-443-6000 Fax# 907-443-6346



CITY OF NOME
102 Division Street / PO Box 281
Nome, Alaska 99762
Phone: 907-443-6663
Fax: 907-443-5345

Official 2024 Tax Bill

NORTON SOUND HEALTH CORP.
P.O. BOX 966
NOME AK 99762

The City of Nome makes every reasonable attempt to assure that property owners receive their assessment notices and tax bills timely. It is however, the responsibility of the property owner to make sure the City has the most current information available.

FAILURE TO RECEIVE A TAX NOTICE DOES NOT RELIEVE THE TAXPAYER FROM PAYING THEIR TAXES ON TIME.

The first half payment is due at City Hall by 7/31/24 and the second half payment is due at City Hall by 10/31/24. Attached below are "COUPONS" for your use.

NO FURTHER BILLS WILL BE SENT UNLESS YOUR TAX ACCOUNT BECOMES DELINQUENT.

If an installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent. Penalty of 8% and interest of 8% per annum shall accrue on the unpaid balance of the delinquent taxes from the due date until paid in full.

Payment may be made online at: www.nomealaska.org. Follow the link "Online Payments" from the homepage.

If you pay a monthly mortgage, CHECK WITH YOUR LENDER to ensure correct payment is made on your behalf.

Property Information		Property Value Assessments	
Tax Lot#: 190.1.059		Land Value:	\$ 43,100.00
Location: 1000 E. 7TH AVE.		Improvements:	\$ 76,366,700.00
Legal Description (FUTURE HOSPITAL SITE) COM		Assessed Value:	\$ 76,409,800.00
Block: TRACT A		Exemption:	\$ 76,409,800.00
Lot:		Taxable Value:	\$ 0.00
NOME TOWNSITE			
Description		Mill Rate	Amount Due
Previous Tax Balance			.00
12/31/2024 Real Property Taxes	7/31/2024	11.5	.00
12/31/2024 Real Property Taxes	10/31/2024	11.5	.00
		2024 Tax Amount Due:	.00
		Total Amount Due:	.00

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

1st HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 190.1.059

Please check for address corrections and indicate change(s) above

1st Half Tax Due 7/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

Please detach coupon and return this portion with your payment

Make Checks Payable to: **CITY OF NOME**

2nd HALF NORTON SOUND HEALTH CORP.
COUPON P.O. BOX 966
NOME AK 99762

TAX ID #: 190.1.059

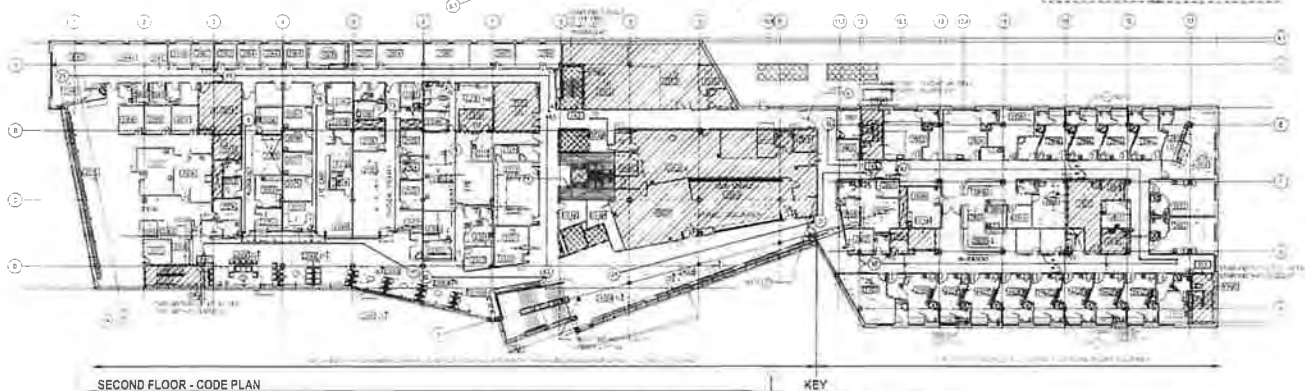
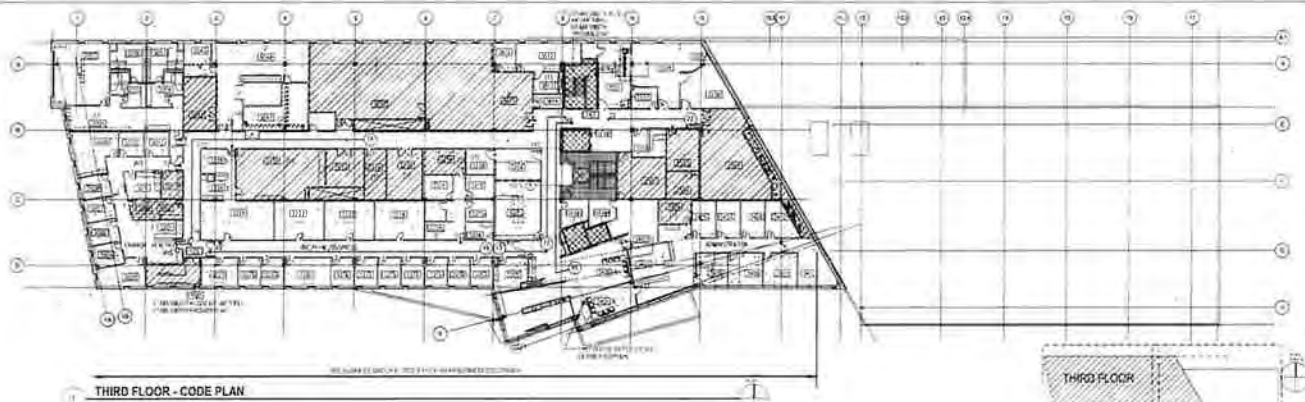
Please check for address corrections and indicate change(s) above

2nd Half Tax Due 10/31/2024
.00

Payment must be received by 5:00 p.m. at city hall to avoid penalty and interest

[illegible]

G-012

[illegible]

KEY

1. **Background**
 2. **Methods**
 3. **Results**
 4. **Conclusions**
 5. **References**
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ASSOCIATES, INC.
147-1571 • 147-1571 • 147-1571
147-1571 • 147-1571 • 147-1571

mahlum

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Suite 100
Pittsburg, CA 95767

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Suite 100
Pittsburg, CA 95767

www.mahlum.com

END



NSMHC



U.S. DEPARTMENT OF
HEALTH AND HUMAN SERVICES
HHS
NATIONAL HEALTH SERVICE
BUREAU OF ENGINEERING SERVICES
CR/100 / 200005

G-015
RECORD DRAWING

RECORD DRAWING

II. Block MS 1298, 192.1.085 (20-Plex)
Attachments

RECEIVED

FEB 25 75



CITY OF NOME
CLERKS DEPARTMENT

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2024 - Mod 1	LEASE NO. IHS-NSHC-2023-808	EFFECTIVE DATE 10/1/2023	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Plex Housing (20), 990 Greg Kruscheck Avenue, Nome, AK 99762			SIZE (SF) 20,892

THIS AGREEMENT, made and entered into this date by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2023 and end on 9/30/2024.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-808 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,239,339, as shown in Attachment A, dated 10/1/2023.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE



12/12/23

NAME & TITLE OF SIGNER

Angie Gorn
President/CEO
Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE

NAME & TITLE OF SIGNER

Michael R. Weaver, P.E., BCEE
Director, Division of Engineering Services,
Office of Environmental Health and Engineering
Indian Health Service

10/1/2023

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PLEX HOUSING (20) - 20,892 SF
990 GREG KRUSCHEK AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-808: FY2024 - MOD 1

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,461,403.76
	FY23 Appraisal - FY24 8.15% CPI 20,892 SF * \$69.950400 per SF per Year	\$ 1,461,403.76
	Compensation Amount	\$ 1,461,403.76
	Rental Income Offset	\$ -222,065.00
	Adjusted Compensation Amount (Rounded)	\$ 1,239,339

LEASE MODIFICATION

LEASE MODIFICATION NO. FY2025 - Mod 2	LEASE NO. IHS-NSHC-2023-808	EFFECTIVE DATE 10/1/2024	PAGE 1 of 1
ADDRESS OF PREMISES NSHC Plex Housing (20), 990 Greg Kruschek Avenue, Nome, AK 99762			SIZE (SF) 20,892

THIS AGREEMENT, made and entered into by and between the NORTON SOUND HEALTH CORPORATION, whose address is: 1000 Greg Kruscheck Ave, Nome, AK 99762, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called Government or LESSEE:

WHEREAS, the LESSOR and LESSEE have agreed to renew the above Lease for an additional one (1) year under the same terms and conditions as the original lease and any modifications thereto.

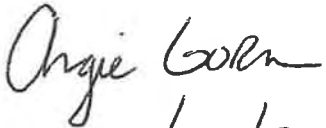
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

1. The term of the Lease is extended for a period of one (1) year for said premises.
2. The lease term period shall commence on 10/1/2024 and end on 9/30/2025.
3. The compensation as identified in paragraph 4 of Lease No. IHS-NSHC-2023-808 will be adjusted with this modification for the above lease term period. The annual lease amount shall be \$1,292,818, as shown in Attachment A, dated 10/1/2024.

EXCEPT as specifically modified in this Modification, all terms and conditions of the original Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Modification conflict with any terms and conditions of the Lease, the terms and conditions shall remain at the determination and control of the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date

FOR THE NORTON SOUND HEALTH CORPORATION

SIGNATURE & DATE	NAME & TITLE OF SIGNER
 10/23/24	Angie Gorn President/CEO Norton Sound Health Corporation

FOR THE UNITED STATES OF AMERICA

SIGNATURE & DATE	NAME & TITLE OF SIGNER
Christopher A. Poole -S Digitally signed by Christopher A. Poole -S Date: 2025.01.02 14:55:50 -06'00'	Dr. Chris Poole, DHA, LCSW Director (Acting) Office of Direct Service and Contracting Tribes Indian Health Service

10/1/2024

ATTACHMENT A

900.70 - IHS COMPENSATION SUMMARY
NORTON SOUND HEALTH CORPORATION - TITLE V
NSHC PLEX HOUSING (20) - 20,892 SF
990 GREG KRUSCHEK AVENUE
NOME, AK 99762
LEASE NO. IHS-NSHC-2023-808: FY2025 - MOD 2

900.70	COMPENSATION ELEMENTS	AMOUNTS
(a)	RENT	\$ -
(b)	DEPRECIATION	\$ -
(c)	CONTRIBUTIONS TO A RESERVE	\$ -
(d)	PRINCIPAL AND INTEREST	\$ -
(e)	OPERATIONS & MAINTENANCE EXPENSES	
(e)(1)	WATER/SEWAGE	\$ -
(e)(2)	UTILITIES (ELECTRIC)	\$ -
(e)(3)	FUEL	\$ -
(e)(4)	INSURANCE	\$ -
(e)(5)	BUILDING MANAGEMENT SUPERVISION & CUSTODIAL SERVICES	\$ -
(e)(6)	CUSTODIAL AND CUSTODIAL SUPPLIES	
(e)(6)(i)	JANITORIAL SALARY	\$ -
(e)(6)(ii)	JANITORIAL SUPPLIES	\$ -
(e)(7)	PEST CONTROL	\$ -
(e)(8)	SITE MAINTENANCE (SNOW REMOVAL)	\$ -
(e)(9)	TRASH AND WASTE REMOVAL	\$ -
(e)(10)	FIRE PROTECTION/FIRE FIGHTING SERVICES & EQUIPMENT	\$ -
(e)(11)	MONITORING AND PREVENTIVE MAINTENANCE	
(e)(11)(i)	HEATING/VENTILATION	\$ -
(e)(11)(ii)	PLUMBING	\$ -
(e)(11)(iii)	ELECTRICAL	\$ -
(e)(11)(iv)	ELEVATOR	\$ -
(e)(11)(v)	BOILERS	\$ -
(e)(11)(vi)	FIRE SAFETY SYSTEM	\$ -
(e)(11)(vii)	SECURITY SYSTEM	\$ -
(e)(11)(viii)	ROOF, FOUNDATION, WALLS, FLOORS	\$ -
(e)(12)	UNSCHEDULED MAINTENANCE	\$ -
(e)(13)	SCHEDULED MAINTENANCE (SALARY & MATERIALS)	\$ -
(e)(14)	SECURITY SERVICES	\$ -
(e)(15)	MANAGEMENT FEES (i.e., Operations & Maintenance Expenses)	\$ -
(e)(16)	OTHER REASONABLE & NECESSARY OPERATION OR MAINTENANCE COSTS	
(e)(16)(i)	MAINTENANCE SALARY/FRINGE	\$ -
(e)(16)(ii)	MAINTENANCE MATERIALS	\$ -
(f)	REPAIRS BUILDINGS AND EQUIPMENT	\$ -
(g)	ALTERATIONS NEEDED TO MEET CONTRACT REQUIREMENTS	\$ -
(h)	OTHER REASONABLE EXPENSES	\$ -
	Sub-Total	\$ 0.00
(i)	FAIR MARKET RENTAL FOR BUILDINGS OR PORTIONS OF BUILDINGS AND LAND	\$ 1,509,338.36
	FY23 Appraisal - FY25 3.28% CPI 20,892 SF * \$72.244800 per SF per Year	\$ 1,509,338.36
	Compensation Amount	\$ 1,509,338.36
	Rental Income Offset	\$ -216,520.00
	Adjusted Compensation Amount (Rounded)	\$ 1,292,818

**NSHC 20-PLEX
FINANCIAL ANALYSIS**

**Norton Sound Health Corp.
20-Plex 19515**

	FY23	FY24	PROJECTED FY25
Income:			
105(I) Lease Revenue	431,299.00	1,239,339.00	1,292,818.00
Rental Income	166,548.73	209,473.90	185,310.52
Total Income	597,847.73	1,448,812.90	1,478,128.52
Expenses:			
Heating Fuel	22,071.02	15,363.28	33,062.12
Utilities	-	24,801.74	60,933.88
Telephone/Internet	44,400.00	44,400.00	44,400.00
Prop Tax	49,430.85	54,138.55	-
Consulting & Purchased Svcs	-	81,268.00	74,498.00
Supplies	13,898.73	35,091.74	24,940.00
Insurance	21,273.99	17,060.04	17,461.44
Depreciation	283,706.25	283,706.25	283,706.25
Equip Purchases	2,763.35	755.51	-
Equip, Repairs & Maintenance	38,509.05	18,900.78	-
105(I) Lease Restricted Reserve	431,299.00	1,239,339.00	1,292,818.00
Freight	-	7,485.90	-
Total Expense	907,352.24	1,822,310.79	1,831,819.69
Excess Rev over (under) Expenses	(309,504.51)	(373,497.89)	(353,691.17)

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.**2022**
Open to Public Inspection**A For the 2022 calendar year, or tax year beginning 10/01/22, and ending 09/30/23**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization NORTON SOUND HEALTH CORPORATION		D Employer identification number 92-0041488
	Doing business as		E Telephone number
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite P.O. BOX 966		907-443-3311
	City or town, state or province, country, and ZIP or foreign postal code NOME AK 99762		G Gross receipts \$ 246,536,630
	F Name and address of principal officer: ANGELA GORN P.O. BOX 966 NOME AK 99762		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(c) Group exemption number	
J Website: HTTP://WWW.NORTONSOUNDHEALTH.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1970	M State of legal domicile: AK

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: COMMITMENT TO PROVIDING THE NATIVE PEOPLE OF NORTON SOUND REGION WITH THE HIGHEST QUALITY HEALTH CARE POSSIBLE.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	22	
	4	21	
	5	992	
	6	0	
Revenue	7a	0	
	b Net unrelated business taxable income from Form 990-T, Part I, line 11 0		
Expenses	8	109,003,392	
	9	148,138,221	
	10	92,050,839	
	11	89,835,659	
	12	1,239,577	
	13	6,565,674	
	14	1,216,581	
	15	1,802,408	
	16	203,510,389	
	17	246,341,962	
Net Assets or Fund Balances	18	1,077,046	
	19	1,222,393	
	20	0	
	21	114,344,592	
	22	127,064,862	
	23	0	
	24	65,652,228	
	25	73,133,296	
	26	181,073,866	
	27	201,420,551	
28	22,436,523		
29	44,921,411		
30	468,101,447		
31	514,895,339		
32	61,776,338		
33	61,757,075		
34	406,325,109		
35	453,138,264		

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer CHRISTOPHER BOLTON Type or print name and title		Date CHIEF OPERATING OFR	
	Print/Type preparer's name ROBERT L. REHFELD		Preparer's signature ROBERT L. REHFELD	Date 08/16/24
Paid Preparer Use Only	Check <input type="checkbox"/> if PTIN	Check <input type="checkbox"/> if self-employed	PTIN P00104959	
	Firm's name ELGEE REHFELD, LLC		Firm's EIN 92-0127098	
	Firm's address 9309 GLACIER HWY STE B200 JUNEAU, AK 99801-9300		Phone no. 907-789-3178	

May the IRS discuss this return with the preparer shown above? See instructions

☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	992			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X		
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X	
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b				
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X	
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X	
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X	
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c				
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X	
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b				
7	Organizations that may receive deductible contributions under section 170(c).					
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b				
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X	
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X	
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X	
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g				
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h				
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8				
9	Sponsoring organizations maintaining donor advised funds.					
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a				
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b				
10	Section 501(c)(7) organizations. Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	Section 501(c)(12) organizations. Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a				
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	Section 501(c)(29) qualified nonprofit health insurance issuers.					
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X	
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b				
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X	
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17				

DATE: 02/19/25 @ 0954 USER: FIN DP				Norton Sound Health - Live - GL DETAIL TRIAL BALANCE				PAGE 1			
OCT 23 - SEP 24 FINAL										Round Money: 0.01	
FROM ACCOUNT 19515653				THRU ACCOUNT 19515653							
ACCOUNT	JOURNAL	DATE	BCH ENTRY	DEBITS	CREDITS	DESCRIPTION	OPEN	TOTAL DEBITS	TOTAL CREDITS	NET CHANGE	CLOSE
19515653 - 20 PLEX CONSULTING/PURCHASED SVCS							0.00	81,268.00		81,268.00	81,268.00
	PAYABLES	01/16/24	1 33	11,435.00		V# V0105761 I# INV-0000277489 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	01/31/24	1 54	7,716.50		V# V0105761 I# INV-0000278091 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	02/13/24	3 24	4,806.00		V# V0105761 I# INV-0000278923 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	02/23/24	2 33	10,016.50		V# V0105761 I# INV-0000279119 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/03/24	1 98	7,208.50		V# V0105761 I# INV-0000282479 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/04/24	1 246	10,685.00		V# V0105761 I# INV-000028471 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/08/24	1 155	8,122.50		V# V0105761 I# INV-0000280368 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/08/24	1 178	681.50		V# V0105761 I# INV-0000276095 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/08/24	1 179	2,131.00		V# V0105761 I# INV-0000276558 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	04/18/24	1 122	6,494.00		V# V0105761 I# INV-0000284189 F# SYSTEM Vendor: STAMPEDE VENTURES					
	PAYABLES	05/13/24	3 5	6,596.50		V# V0105761 I# INV-0000287502 F# SYSTEM R# 050724-1415 Vendor: STAMPEDE VENTURES					
	PAYABLES	07/10/24	2 5	5,375.00		V# V0105761 I# INV-0000290526 F# SYSTEM R# 070924-1523 Vendor: STAMPEDE VENTURES					
				81,268.00							
GRAND TOTALS							0.00	81,268.00	0.00	81,268.00	81,268.00

**FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024**

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The "Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC's technical issue, OIT's support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-Signer through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Co-signer through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF. NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS, and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621f;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quynna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff:

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services:

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment:

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as "Summercise" programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services:

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy.

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing:

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/PS in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education: socialization: health screening: growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement. The Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandates associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to “Adjustments Due to Congressional Actions” as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC’s signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC’s FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC’s diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year’s U of O formula allocation to Alaska is designated as “routine” funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated “non-routine” funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC’s statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic:

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrueq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomed Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession. NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

14.2.1.1 require a change to Section 3 [Tribal Programs and Budget];

14.2.1.2 require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or

14.2.1.3 reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

14.2.2.1 Program/Area/HQ Mandatories;

14.2.2.2 Program/Area/HQ End-of-Year Distributions;

14.2.2.3 CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;

14.2.2.4 PRC Deferred Services;

14.2.2.5 Routine Maintenance & Improvement; or

14.2.2.6 Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1.** 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2.** 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3.** 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4.** 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5.** 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6.** 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7.** 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8.** 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9.** 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCIA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

United States of America
Secretary of Department of Health and Human
Services

By: _____
Alaska Area Director, Indian Health Service

Date: 11/4/22 _____

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**

A handwritten signature in black ink that reads "Angie Gorn". The signature is written in a cursive, flowing style.

By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____





NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. 2. EXISTING GROUND CONTOURS FOR THE PROJECT SITE ARE BASED ON AN 8/6/03 AERIAL LIDAR SURVEY AND ADJUSTED TO A LOCAL COORDINATE SYSTEM. THE LOCAL COORDINATE SYSTEM IS BASED ON A SURVEY CONTROL BY BRISTOL CONSTRUCTION SERVICES DATED NOVEMBER 2013 THAT IS ATTACHED AS A REFERENCE DOCUMENT TO THESE PLANS. 3. THE EXISTING GROUND CONTOURS PREDATE THE EXISTING APARTMENT BUILDING AND ASSOCIATED PAD. CONNECTION TO THE EXISTING PAD AND GREG KRUSCHKE AVE. ARE BASED ON ASSUMED ELEVATIONS. THE CONTRACTOR SHALL VERIFY PAD ELEVATIONS DURING CONSTRUCTION STAGING. IF THE CONNECTION ELEVATIONS DO NOT MATCH THE ASSUMED ELEVATION IN THE DESIGN DRAWINGS, NOTIFY THE OWNER AND ENGINEER. 4. THE PROPERTY LINES ARE BASED ON EXISTING CITY OF NOME MAPPING AND WERE ADJUSTED TO THE LOCAL COORDINATE SYSTEM REFERENCED IN THE DRAWINGS. THE CONTRACTOR SHALL LOCATE ALL PROPERTY CORNERS AND BOUNDARIES. CONTRACTOR SHALL VERIFY SLOPE LIMITS DO NOT CROSS THE PROPERTY LINES. NOTIFY THE OWNER AND ENGINEER OF LOCATIONS WHERE THE TOP OF THE FILL SLOPE IS WITHIN 10 FEET OF THE PROPERTY LINE. ADDITIONAL PLAT INFORMATION IS AVAILABLE UPON REQUEST. 5. GEOTECHNICAL RECOMMENDATIONS ARE BASED UPON EXPLORATION DATA FROM REPORT TITLED FINAL GEOTECHNICAL ENGINEERING REPORT DATED 02/26/24 BY DOWL. 6. ALL CONSTRUCTION SURVEYING SHALL BE CONDUCTED BY THE CONTRACTOR. 7. THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH A REDLINED SET OF CONSTRUCTION PLANS, REFLECTING AS-BUILT CONDITIONS. 8. ANY PRIVATE OR PUBLIC PROPERTY DISTURBED OUTSIDE OF THE PROJECT LIMITS SHALL BE REPLACED TO ORIGINAL CONDITION EXISTING DRAINAGE PATTERNS SHALL BE RESTORED BY THE CONTRACTOR AFTER CONSTRUCTION OF THE IMPROVEMENTS. 9. PROTECT EXISTING SURVEY MONUMENTATION. IF DISTURBED BY CONSTRUCTION ACTIVITIES, MONUMENTS SHALL BE RE-SET BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA. 10. UNLESS OTHERWISE INDICATED, ALL SPOT ELEVATIONS ARE TO FINISHED GRADE, TOP OF GRAVEL SURFACE. 11. ALL UNUSABLE AND UNSUITABLE EXCAVATION MATERIAL (I.E., ORGANICS, DEBRIS, MUD, ETC.) SHALL BE LEGALLY DISPOSED OF AT A CONTRACTOR FURNISHED DISPOSAL SITE. 12. THE VERTICAL DATUM WAS ADJUSTED 3.48' HIGHER TO MATCH EXISTING GROUND IN THE FIELD. ALL E.G., F.G., ETC. ELEVATIONS LISTED OR NOT WERE RAISED 3.48' IN THE FIELD. I.E. LISTED F.G. ELEV = 100.00; ACTUAL FIELD ELEV = 103.48.



LOCATION MAP
NTS



VICINITY MAP
NTS

INDEX OF SHEETS	
SHEET NO.	TITLE
C-001	LOCATION AND VICINITY MAPS, ABBREVIATIONS, LEGEND, AND GENERAL NOTES
C-100	EXISTING CONDITIONS PLAN
C-101	SITE PLAN
C-100-201A	GRADING PLAN
C-202-204	PAD SECTIONS
C-205	CULVERT DETAILS
REFERENCE	SURVEY CONTROL

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
2. EXISTING GROUND CONTOURS FOR THE PROJECT SITE ARE BASED ON AN 8/6/03 AERIAL LIDAR SURVEY AND ADJUSTED TO A LOCAL COORDINATE SYSTEM. THE LOCAL COORDINATE SYSTEM IS BASED ON A SURVEY CONTROL BY BRISTOL CONSTRUCTION SERVICES DATED NOVEMBER 2013 THAT IS ATTACHED AS A REFERENCE DOCUMENT TO THESE PLANS.
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4. THE PROPERTY LINES ARE BASED ON EXISTING CITY OF NOME MAPPING AND WERE ADJUSTED TO THE LOCAL COORDINATE SYSTEM REFERENCED IN THE DRAWINGS. THE CONTRACTOR SHALL LOCATE ALL PROPERTY CORNERS AND BOUNDARIES. CONTRACTOR SHALL VERIFY SLOPE LIMITS DO NOT CROSS THE PROPERTY LINES. NOTIFY THE OWNER AND ENGINEER OF LOCATIONS WHERE THE TOP OF THE FILL SLOPE IS WITHIN 10 FEET OF THE PROPERTY LINE. ADDITIONAL PLAT INFORMATION IS AVAILABLE UPON REQUEST.
5. GEOTECHNICAL RECOMMENDATIONS ARE BASED UPON EXPLORATION DATA FROM REPORT TITLED FINAL GEOTECHNICAL ENGINEERING REPORT DATED 02/26/24 BY DOWL.
6. ALL CONSTRUCTION SURVEYING SHALL BE CONDUCTED BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH A REDLINED SET OF CONSTRUCTION PLANS, REFLECTING AS-BUILT CONDITIONS.
8. ANY PRIVATE OR PUBLIC PROPERTY DISTURBED OUTSIDE OF THE PROJECT LIMITS SHALL BE REPLACED TO ORIGINAL CONDITION EXISTING DRAINAGE PATTERNS SHALL BE RESTORED BY THE CONTRACTOR AFTER CONSTRUCTION OF THE IMPROVEMENTS.
9. PROTECT EXISTING SURVEY MONUMENTATION. IF DISTURBED BY CONSTRUCTION ACTIVITIES, MONUMENTS SHALL BE RE-SET BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA.
10. UNLESS OTHERWISE INDICATED, ALL SPOT ELEVATIONS ARE TO FINISHED GRADE, TOP OF GRAVEL SURFACE.
11. ALL UNUSABLE AND UNSUITABLE EXCAVATION MATERIAL (I.E., ORGANICS, DEBRIS, MUD, ETC.) SHALL BE LEGALLY DISPOSED OF AT A CONTRACTOR FURNISHED DISPOSAL SITE.
12. THE VERTICAL DATUM WAS ADJUSTED 3.48' HIGHER TO MATCH EXISTING GROUND IN THE FIELD. ALL E.G., F.G., ETC. ELEVATIONS LISTED OR NOT WERE RAISED 3.48' IN THE FIELD. I.E. LISTED F.G. ELEV = 100.00; ACTUAL FIELD ELEV = 103.48.

LEGEND

	EXISTING	PROPOSED
WATER LINE	---	---
SEWER LINE	---	---
STORM DRAIN	---	---
OVERHEAD ELECTRIC	---	---
UNDERGROUND ELECTRIC	---	---
WATER VALVE	---	---
HYDRANT	---	---
SEWER MANHOLE	---	---
STORM DRAIN CATCH BASIN MANHOLE	---	---
GUY WIRE	---	---
POWER POLE	---	---
PROPERTY MONUMENT	---	---
CONTOURS	---	---
TOE OF FILL	---	---
CULVERT	---	---
COORDINATE POINT	---	---
BRUSH/VEG	---	---
LIGHT POLE	---	---
PROPERTY LINE	---	---
BUILDING	---	---
GRADE BREAK	---	---
CULVERT CALLOUT (SEE SHEET C-205)	---	---
DD	---	---

ABBREVIATIONS

APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
BLDG	BUILDING
CONT	CONTINUATION
CY	CUBIC YARD
DIA. #	DIAMETER
DIM	DIMENSION
E	EAST/EASTING
EG	EXISTING GROUND
ELEC	ELECTRICAL
EL. ELEV	ELEVATION
EXIST	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
GR	GRADE
GND	GROUND
HORIZ	HORIZONTAL
INSUL	INSULATION
INVERT	INVERT
LT	LEFT
M E	MATCH EXISTING
MDD	MAXIMUM DRY DENSITY
MAX	MAXIMUM
MIN	MINIMUM
N	NORTH/NORTHING
NO	NUMBER
N/A	NOT APPLICABLE
NAD	NORTH AMERICAN DATUM
NFS	NON-FROST SUSCEPTIBLE
NJUS	NOME JOINT UTILITY SYSTEM
O C	ON CENTER
OD	OUTSIDE DIAMETER
R	RADIUS
ROW	RIGHT-OF-WAY
S	SOUTH
STA	STATION
SVC	SERVICE
VB	VAULT BOX
VERT	VERTICAL
N	NORTH

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE DIMENSIONS AS SHOWN IN THE PROJECT. VARIATIONS ARE IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: CENTRAL ENGINEERING INC.
DRAWING REVISION BY: DAVID SQUIER DATE: JANUARY 2025

BETTSWORTH NORTH

NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE
NOME, ALASKA

PROJECT NO: 20132
DATE: 02/01/24
DRAWN BY: DTS
CHECKED BY: JUB

LOCATION AND VICINITY MAPS
ABBREVIATIONS, LEGEND, AND
GENERAL NOTES
C-001

BETTISWORTH NORTH



NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

NOME, ALASKA



PROJECT NO.	220524
DATE	2024-07-25
DRAWN BY	DES
CHECKED BY	ASB

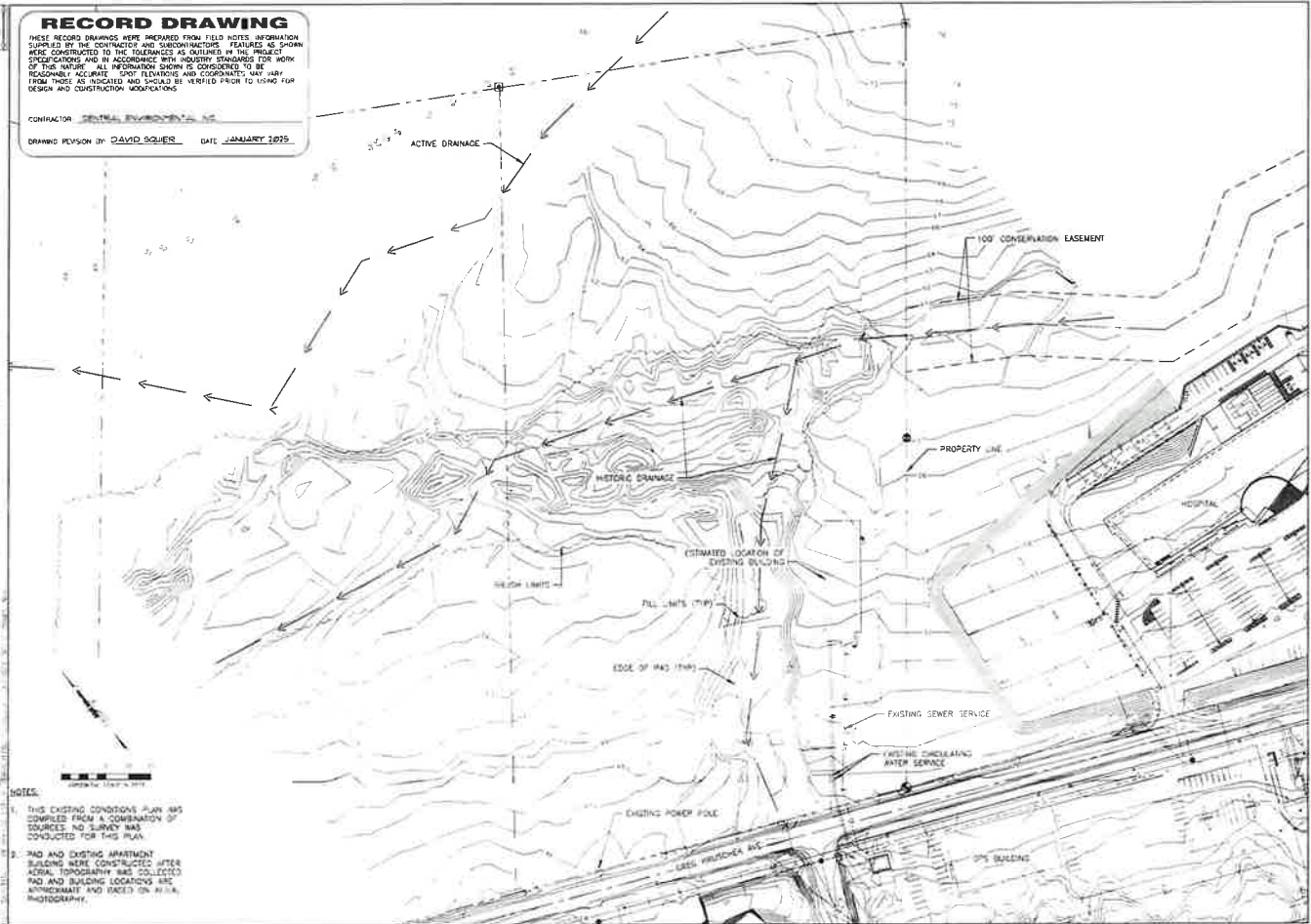
EXISTING CONDITIONS
PLAN

C-100

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS, FEATURES AS SHOWN WERE CONSTRUCTED TO THE TOLERANCES AS OUTLINED IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES WERE OBTAINED FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: BETTISWORTH NORTH
DRAWING PERSON BY: DAVID SQUIER DATE: JANUARY 2025



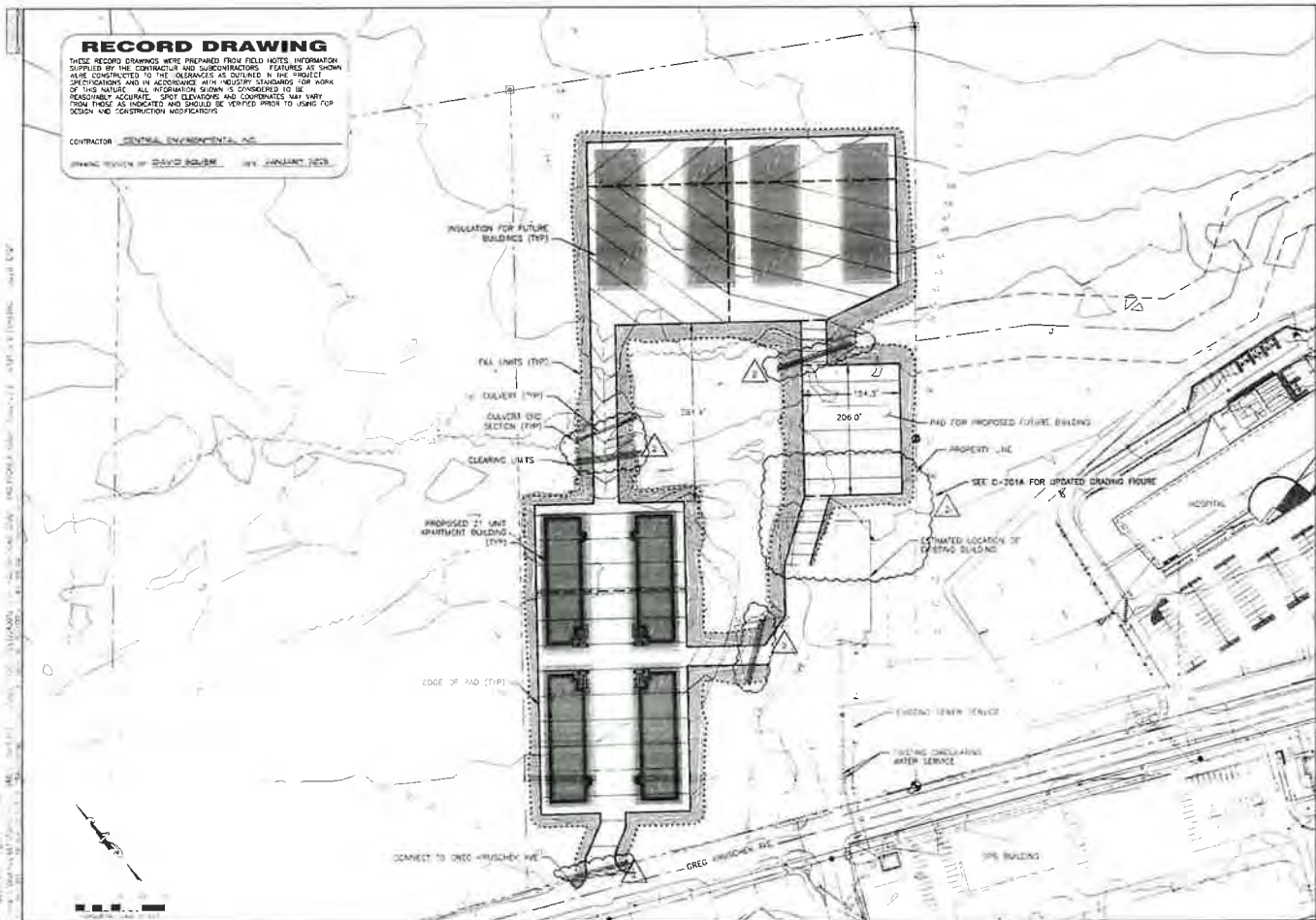
NOTES:
1. THIS EXISTING CONDITIONS PLAN WAS COMPILED FROM A COMBINATION OF SOURCES AND SURVEY HAS CONDUCTED FOR THIS PLAN.
2. PAD AND EXISTING APARTMENT BUILDING WERE CONSTRUCTED AFTER AERIAL PHOTOGRAPHY WAS COLLECTED. PAD AND BUILDING LOCATIONS AND DIMENSIONS WERE BASED ON AERIAL PHOTOGRAPHY.

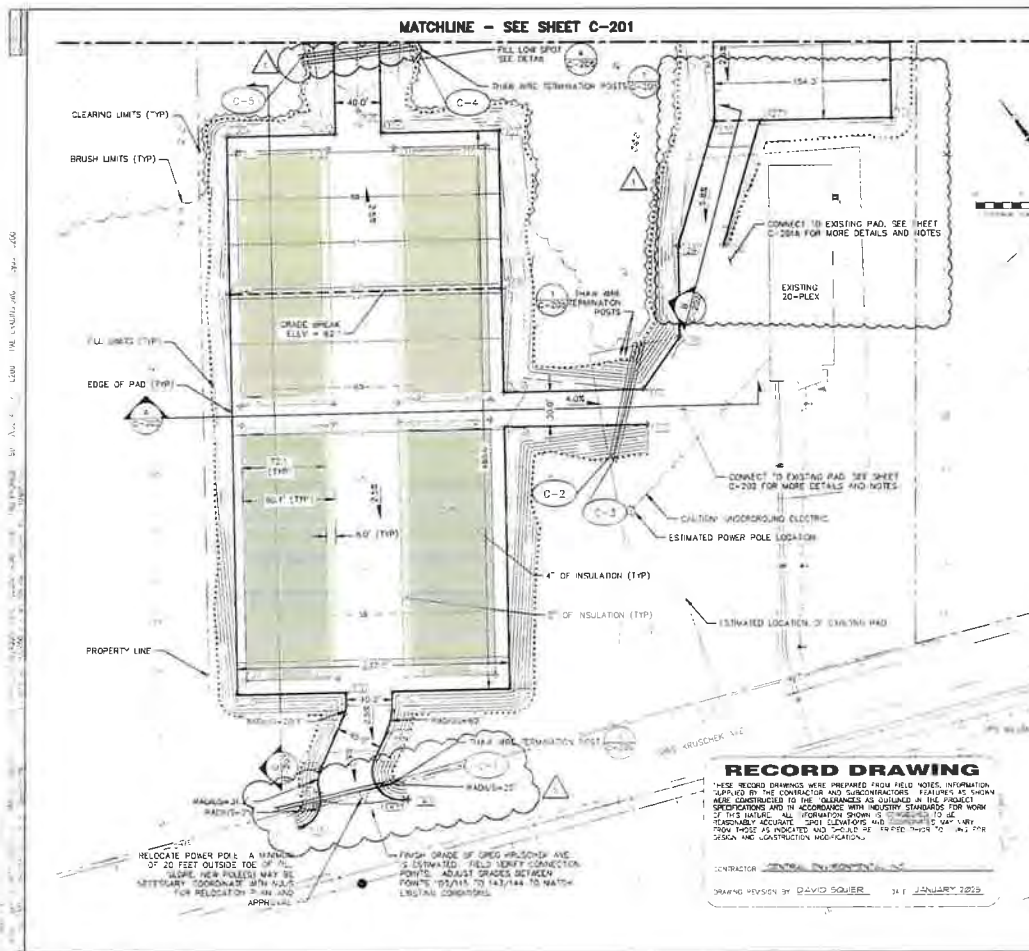


PROJECT NO.	100130
DATE	2/25/2015
DRAWN BY	DBK
CHECKED BY	DBK

ITER 1/11

C-101





GRADING POINTS

Point #	Northing	Easting	Description	Elevation
100	111555.39	112746.31	GRADING	53.3
101	111214.93	112672.93	GRADING	53.2
102	111486.78	112833.39	GRADING	52.1
103	111488.88	112980.32	GRADING	58.6
104	111534.49	113053.77	GRADING	58.6
105	111537.35	113081.84	GRADING	58.6
106	111509.22	113084.79	GRADING	58.6
107	111444.85	113164.39	GRADING	58.6
108	111337.47	113077.46	GRADING	52.1
109	111268.53	113318.53	GRADING	58.6
110	111189.35	113115.10	GRADING	54.8
111	111203.95	113188.46	GRADING	54.8
112	111183.84	113087.54	GRADING	54.0
113	111243.23	113001.03	GRADING	59.0
114	111055.64	112857.00	GRADING	53.3
115	111322.12	112772.23	GRADING	53.3
116	111235.88	113433.72	GRADING	61.3
117	111302.58	113345.58	GRADING	61.3
118	111245.24	113250.38	MATCHEXISTING	55.1
119	111265.44	113219.31	MATCHEXISTING	54.9
120	111328.19	113344.01	GRADING	61.3
121	111117.20	112766.26	GRADING	52.9
122	111106.00	112750.74	GRADING	52.4
123	111094.25	112722.22	GRADING	51.8
124	111057.01	112723.92	MATCHEXISTING	50.9
125	111049.34	112727.84	MATCHEXISTING	50.8
126	111091.34	112638.72	MATCHEXISTING	60.5
127	111088.81	112642.89	MATCHEXISTING	50.6
128	111023.44	112672.31	GRADING	51.1
129	111118.81	112688.46	GRADING	51.6
130	111147.85	112732.99	GRADING	52.8
131	111181.72	112739.54	GRADING	53.0

INSULATION POINTS

Point #	Northing	Easting	Description
200	111168.74	112748.93	2INCH-INSULATION
201	111219.21	112686.70	4INCH-INSULATION
202	111392.51	112977.23	2INCH-INSULATION
203	111342.43	112889.48	4INCH-INSULATION
204	111132.93	112793.00	2INCH-INSULATION
205	111057.01	112780.23	4INCH-INSULATION
206	111023.44	112749.79	2INCH-INSULATION
207	111026.28	112633.85	2INCH-INSULATION
208	111319.54	112944.31	2INCH-INSULATION
209	111269.19	113006.62	4INCH-INSULATION
210	111442.84	113147.09	4INCH-INSULATION
211	111442.84	113044.65	2INCH-INSULATION
212	111528.38	113040.38	4INCH-INSULATION
213	111578.68	112978.55	4INCH-INSULATION
214	111465.76	113038.03	2INCH-INSULATION
215	111555.29	112900.23	2INCH-INSULATION

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN HAVE BEEN CONSTRUCTED TO THE DIMENSIONS AND STANDARDS IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS BELIEVED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND DIMENSIONS MAY VARY FROM THOSE AS INDICATED AND LOCATED HEREIN DUE TO THE DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: **DAVID SQUER**

DRAWING REVISION BY: **DAVID SQUER** DATE: **JANUARY 2019**

BETTISWORTH NORTH

NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

Bristol
ENGINEERS & ARCHITECTS

PROJECT NO: **2019-01**
DATE: **2019-01-21**
DRAWN BY: **DS**
CHECKED BY: **DS**

C-200

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE TOLERANCES AS OUTLINED IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: **DAVID SQUIER INC.**

DRAWING REVISION BY: **DAVID SQUIER** DATE: **JANUARY 2020**

HORIZONTAL SCALE: 1" = 100'

GRADING POINTS				
Point #	Northing	Easting	Description	Elevation
116	111752.97	113230.98	GRADING	66.8
117	111789.59	113285.79	GRADING	68.0
118	111978.21	113413.68	GRADING	69.3
119	111839.65	113594.53	GRADING	73.2
120	111871.78	113791.50	GRADING	75.3
121	111483.14	113646.83	GRADING	72.8
122	111488.13	113640.95	GRADING	72.8
123	111518.64	113516.80	GRADING	70.9
124	111483.02	113474.85	GRADING	66.7
125	111392.88	113552.48	GRADING	66.7
131	111488.80	113444.35	GRADING	66.7
132	111543.68	113488.78	GRADING	70.7
133	111814.40	113401.84	GRADING	70.7
134	111727.78	113263.04	GRADING	67.4
135	111724.85	113223.92	GRADING	67.2
136	111823.86	113369.57	GRADING	71.3
137	111785.29	113540.44	GRADING	74.6
138	111817.41	113747.42	GRADING	78.0

INSULATION POINTS				
Point #	Northing	Easting	Description	
228	111548.79	113572.50	2INCH-INSULATION	
229	111700.61	113382.76	2INCH-INSULATION	
230	111723.08	113713.05	2INCH-INSULATION	
231	111689.62	113775.28	4INCH-INSULATION	
232	111788.55	113774.88	2INCH-INSULATION	
233	111961.36	113415.43	4INCH-INSULATION	
234	111910.88	113477.68	2INCH-INSULATION	
235	111737.58	113337.11	2INCH-INSULATION	
236	111673.01	113523.32	2INCH-INSULATION	
237	111922.42	113585.54	4INCH-INSULATION	
238	111803.18	113445.03	2INCH-INSULATION	
239	111834.24	113464.81	2INCH-INSULATION	
240	111807.54	113465.17	4INCH-INSULATION	
241	111757.37	113467.43	2INCH-INSULATION	
242	111583.77	113529.84	2INCH-INSULATION	
243	111488.32	113634.73	2INCH-INSULATION	

MATCHLINE - SEE SHEET C-200

BETTSWORTH NORTH



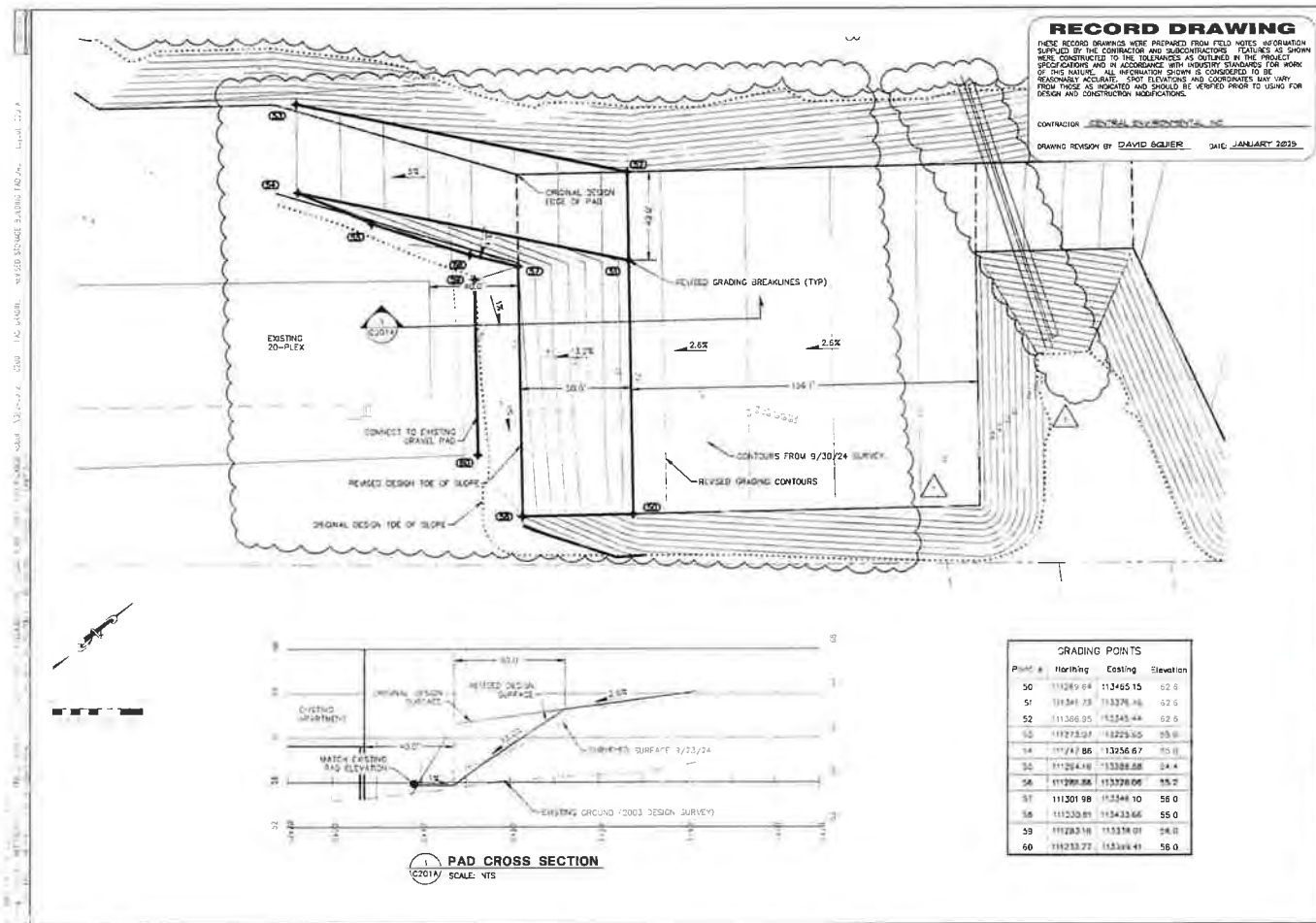
NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

NOME, ALASKA

Bristol
ENGINEERING
SERVICES COMPANY LLC

PROJECT NO.	254743
DATE	02/25/2020
DRAWN BY	DES
CHECKED BY	DES

C-201



RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONFORMED TO THE DIMENSIONS AS OUTLINED IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: **GENERAL DEVELOPMENT, INC.**

DRAWING REVISION BY: **DAVID SQUIER** DATE: **JANUARY 2025**

GRADING POINTS			
Point #	Northing	Easting	Elevation
50	111289.64	113465.15	62.6
51	111341.23	113326.46	62.6
52	111366.25	113245.44	62.6
53	111273.01	113229.65	55.9
54	111247.86	113256.67	55.9
55	111264.18	113388.88	54.4
56	111289.88	113326.06	55.2
57	111301.98	113246.10	56.0
58	111230.81	113433.66	55.0
59	111283.18	113358.01	56.0
60	111253.22	113346.41	56.0

1 PAD CROSS SECTION
SCALE: VTS

BETTISWORTH NORTH

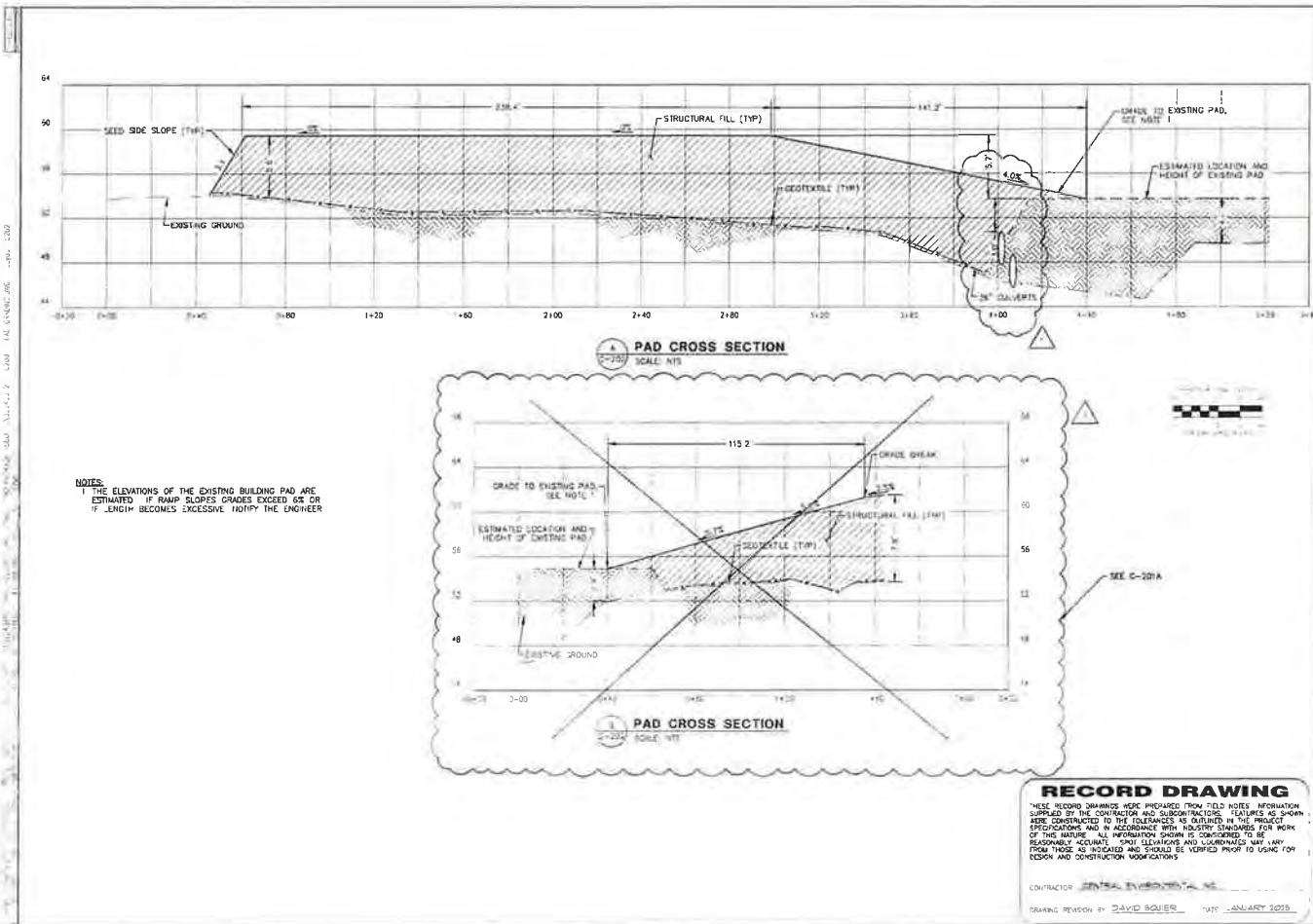
NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

NOME, ALASKA

Bristol
ENGINEERING
SERVICES COMPANY

PROJECT NO: 22-132
DATE: 10/5-01-25
DRAWN BY: DES
CHECKED BY: JGB

REVISED STORAGE PAD
GRADING PLAN
C-201A



BETTISWORTH NORTH



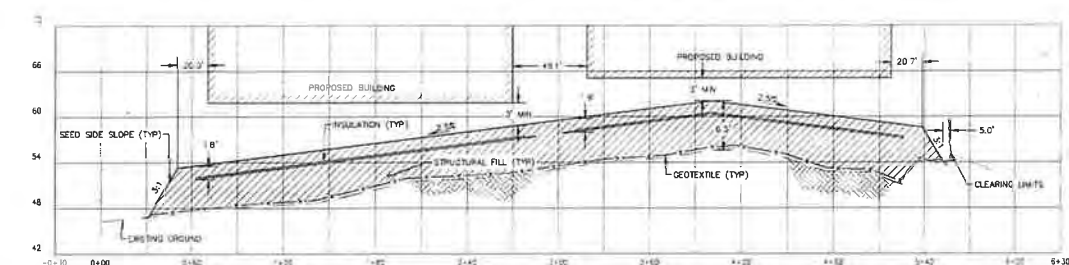
NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE
NOME, ALASKA

Bristol
ENGINEERS
CONSULTANTS

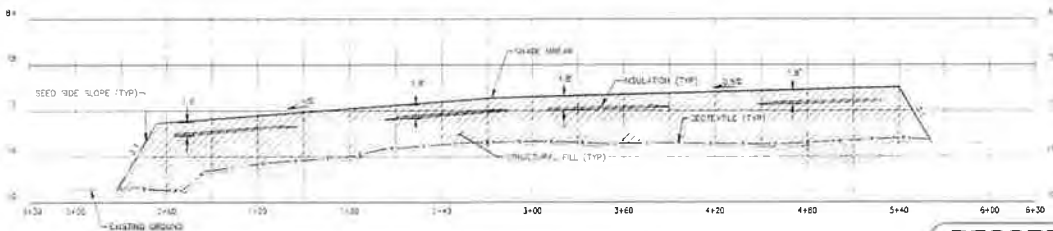
PROJECT NO.	18-011
CITY	NOME
DRAWN BY	DAVID BOUES
CHECKED BY	DAVID BOUES

C-202

100' 0" 200' 0" 300' 0" 400' 0" 500' 0" 600' 0" 700' 0" 800' 0" 900' 0" 1000' 0" 1100' 0" 1200' 0" 1300' 0" 1400' 0" 1500' 0" 1600' 0" 1700' 0" 1800' 0" 1900' 0" 2000' 0" 2100' 0" 2200' 0" 2300' 0" 2400' 0" 2500' 0" 2600' 0" 2700' 0" 2800' 0" 2900' 0" 3000' 0" 3100' 0" 3200' 0" 3300' 0" 3400' 0" 3500' 0" 3600' 0" 3700' 0" 3800' 0" 3900' 0" 4000' 0" 4100' 0" 4200' 0" 4300' 0" 4400' 0" 4500' 0" 4600' 0" 4700' 0" 4800' 0" 4900' 0" 5000' 0" 5100' 0" 5200' 0" 5300' 0" 5400' 0" 5500' 0" 5600' 0" 5700' 0" 5800' 0" 5900' 0" 6000' 0" 6100' 0" 6200' 0" 6300' 0" 6400' 0" 6500' 0" 6600' 0" 6700' 0" 6800' 0" 6900' 0" 7000' 0" 7100' 0" 7200' 0" 7300' 0" 7400' 0" 7500' 0" 7600' 0" 7700' 0" 7800' 0" 7900' 0" 8000' 0" 8100' 0" 8200' 0" 8300' 0" 8400' 0" 8500' 0" 8600' 0" 8700' 0" 8800' 0" 8900' 0" 9000' 0" 9100' 0" 9200' 0" 9300' 0" 9400' 0" 9500' 0" 9600' 0" 9700' 0" 9800' 0" 9900' 0" 10000' 0"



C-203
PAD CROSS SECTION
SCALE: HTS.



D C-203
PAD CROSS SECTION
SCALE: HTS.

RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FIELD NOTES AS SHOWN WERE CONSTRUCTED TO THE TOLERANCES AS OUTLINED IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

CONTRACTOR: **GENCO INCORPORATED**
DESIGNED BY: **DAVE SQUIRE** DATE: **JANUARY 2015**

BETTISWORTH NORTH



NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE

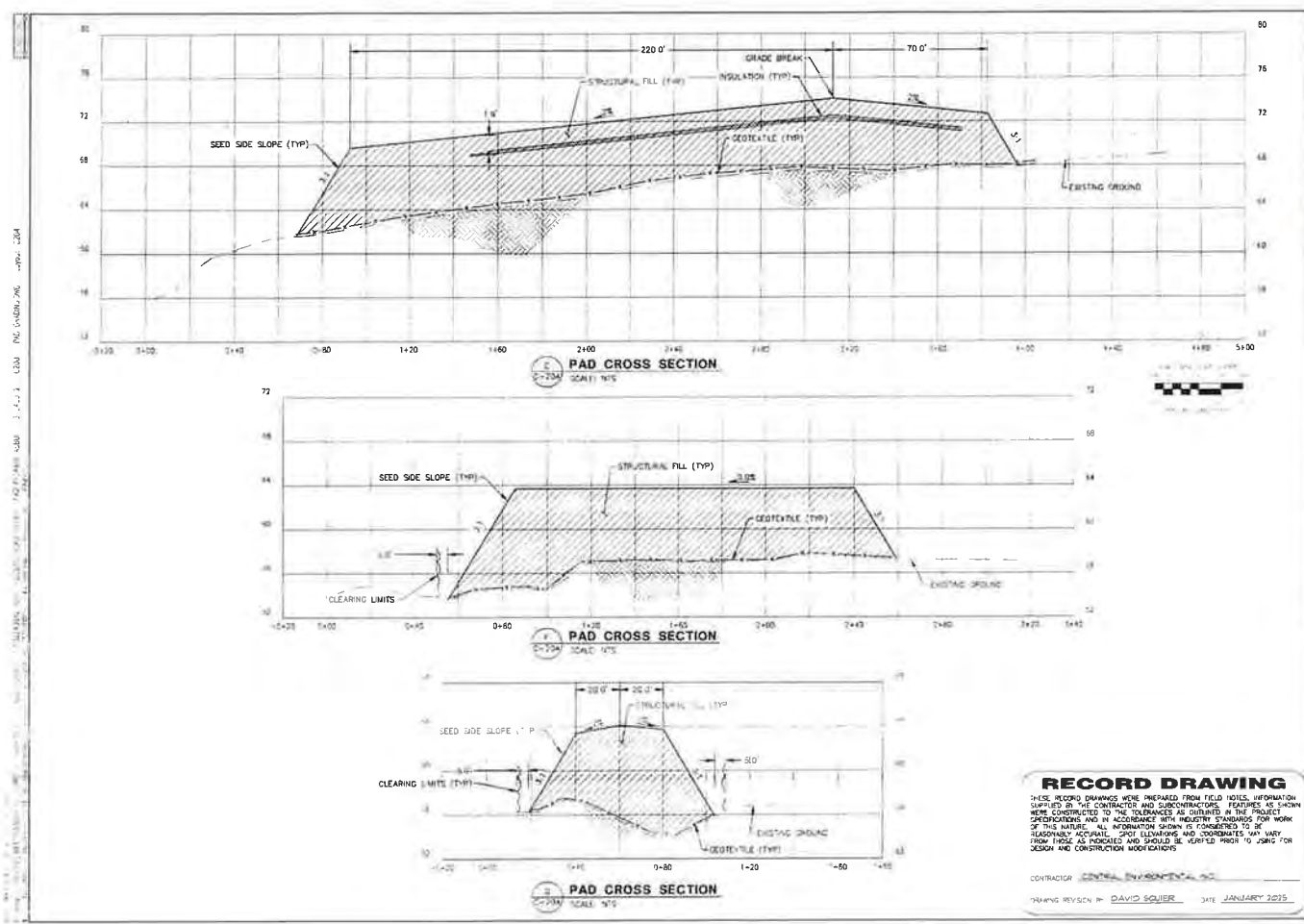
NOME, ALASKA

Bristol
ENGINEERING
CONSULTANTS COMPANY

PROJECT NO.	22-11
DATE	10-25-15
DRAWN BY	DSQ
CHECKED BY	DSQ
DATE	10/25/15

PAD SECTIONS

C-203



RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE TOLERANCES AS OBSERVED IN THE PROJECT. CHANGES AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE, ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION WORK KAAPES

CONTRACTOR: **CENTRA ENGINEERING, LLC**

DRAWING REVISION BY: **DAVID SQUIER** DATE: **JANUARY 2015**

BETTISWORTH NORTH

NORTON SOUND HEALTH CORPORATION

STAFF HOUSING - PAD PACKAGE

NOME, ALASKA

Bristol
ENGINEERS
SURVEYORS COMPANY

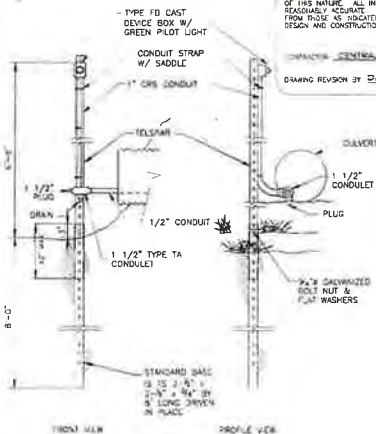
PAD SECTIONS

C-204

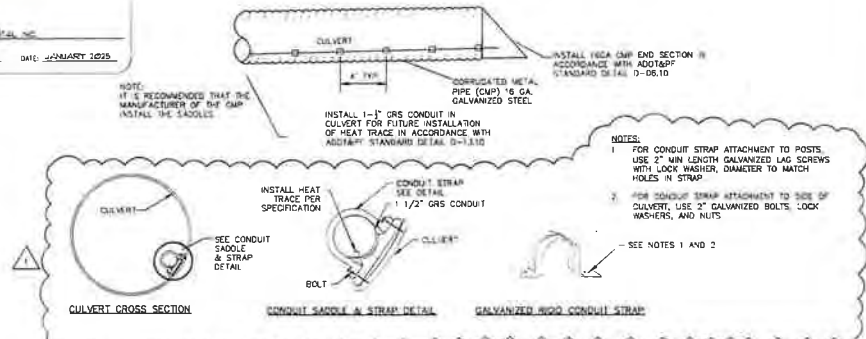
RECORD DRAWING

THESE RECORD DRAWINGS WERE PREPARED FROM FIELD NOTES, INFORMATION SUPPLIED BY THE CONTRACTOR AND SUBCONTRACTORS. FEATURES AS SHOWN WERE CONSTRUCTED TO THE DIMENSIONS AS SHOWN IN THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR WORK OF THIS NATURE. ALL INFORMATION SHOWN IS CONSIDERED TO BE REASONABLY ACCURATE. SPOT ELEVATIONS AND COORDINATES MAY VARY FROM THOSE AS INDICATED AND SHOULD BE VERIFIED PRIOR TO USING FOR DESIGN AND CONSTRUCTION MODIFICATIONS.

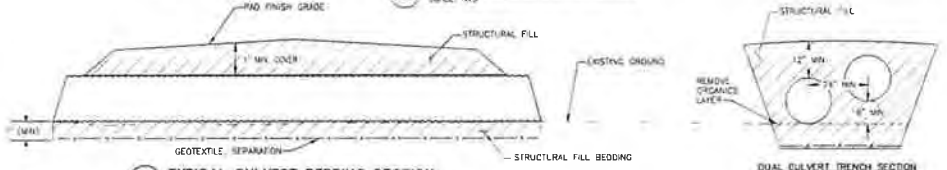
DRAWING REVISION BY **DAVID SQUIER** DATE: **JANUARY 2025**



1 TERMINATION POST DETAIL
SCALE: NTS

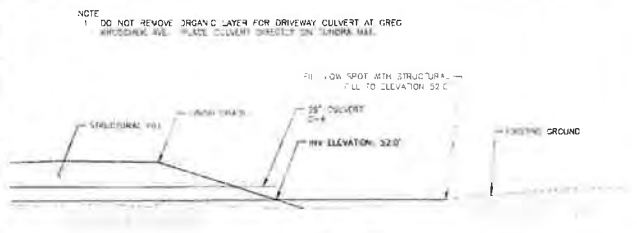


2 TYPICAL CULVERT SECTION
SCALE: NTS



3 TYPICAL CULVERT BEDDING SECTION
SCALE: NTS

PIPE NO.	SHEET NO.	SIZE	LENGTH	SLOPE	START NV	END NV	END HC	PIPE BEARING	REMARKS
C-1	C-200	36"	10'	0.37%	N 111070.5061 E 12725.4285	N 111116.1001 E 12835.4376	N63 07 31°W	DAYLIGHT BOTH SIDES TO EXISTING GROUND	
C-2	C-200	36"	20'	0.96%	N 111224.9151 E 13136.0111	N 111163.7463 E 13057.0140	252' 4' 56°W	INVERTS SHOULD BE 1.5' ABOVE C-3	
C-3	C-200	36"	30'	1.07%	N 11218.0534 E 13158.3535	N 111158.7211 E 13058.3712	553' 38' 0°W	DAYLIGHT BOTH SIDES TO EXISTING GROUND	
C-4	C-200	36"	100'	0.14%	N 111546.4660 E 13158.3284	N 111600.7968 E 13072.1533	N57 06 35°W	DAYLIGHT BOTH SIDES TO EXISTING GROUND	
C-5	C-200	36"	100'	0.08%	N 111550.5006 E 13161.1270	N 111604.9949 E 13077.0665	N67 05 15°W	INVERTS SHOULD BE 1.5' ABOVE C-4	
C-6	C-20	36"	0'	0.58%	N 111594.8239 E 13192.1418	N 111628.8373 E 13097.3304	N70 15 53°W	DAYLIGHT BOTH SIDES TO EXISTING GROUND	
C-7	C-20	36"	120'	1.00%	N 111465.8495 E 13227.3900	N 111510.1404 E 13415.6098	N46 25 00°W	INVERTS SHOULD BE 1.5' ABOVE C-8	
C-8	C-20	36"	21'	0.84%	N 111462.1532 E 13225.7913	N 111508.4780 E 13413.1167	N58 28 25°W	DAYLIGHT BOTH SIDES TO EXISTING GROUND	



4 FILL LOW SPOT DETAIL
SCALE: NTS

BETTISWORTH NORTH



**NORTON SOUND HEALTH CORPORATION
STAFF HOUSING - PAD PACKAGE**

NOME, ALASKA

Bristol

PROJECT NO.	DATE
DRAWN BY	CHECKED BY

CULVERT DETAILS

C-205

CAPE NOME RECORDING DISTRICT

After Recording, Return To:

Cape Nome Recording District
3700 Airport Way
Fairbanks, AK 99709-4699

DEED RESTRICTION

THIS DEED RESTRICTION is made this 27th day of September, 2024, by **Norton Sound Health Corporation (NSHC)**, a tribally owned and operated, independent, not-for-profit organization, (hereinafter "Grantor"), whose address is 1000 Greg Kruschek Avenue, P.O. Box 966, Nome, Alaska 99762, for good and valuable consideration, in hand received, the receipt of which is hereby acknowledged.

WHEREAS, the real property subject to this deed restriction (the "Protected Property") is an undeveloped natural area within the City of Nome that contains valuable wetlands and possesses natural, ecological, habitat and open space values (together the aforesaid wetlands and values are hereinafter referred to as the "Conservation Values"); and

WHEREAS, Grantor is the owner in fee simple of the property being impacted by the protected area subject to this deed restriction, which is legally described as;

**MINERAL SURVEY NO 1298 (JUANITA BENCH PLACER PARCEL),
SURVEYED SEPTEMBER 25 THROUGH SEPTEMBER 27, 1920**

The Protected Property within the above-described property is more particularly described as follows:

The Basis of Bearing for this easement is the record plat for NSHC NOME HOSPITAL PARCEL SUBDIVISION, filed as plat number 2008-94, Cape Nome Recording District, Second Judicial District, State of Alaska.

Commencing at Corner 2 Jaunita Bench Placer parcel, thence S40°02'11"W along east property line a distance of 502.85 feet; thence departing said east property line N49°57'49"W a distance of 214.97 feet to the TRUE POINT OF BEGINNING of this Description; thence S38°13'09"W a distance of 105.22 feet; thence S38°46'29"W a distance of 124.33 feet; thence S56°30'52"W a distance of 82.21 feet; thence

Deed Restriction

Page 1 of 6

S42°01'36"W a distance of 102.42 feet; thence S68°56'36"W a distance of 36.66 feet; thence N52°51'10"W a distance of 78.72 feet; thence N35°15'45"E a distance of 120.95 feet; thence N41°53'42"E a distance of 102.21 feet; thence N48°57'52"W a distance of 106.39 feet; thence N36°32'56"E a distance of 87.87 feet; thence N39°31'35"E a distance of 144.63 feet; thence S40°00'59"E a distance of 36.29 feet; thence S52°33'06"E a distance of 148.54 feet; thence S38°36'36"E a distance of 53.82 feet to the True Point of Beginning of this description.

EXCEPTING and reserving therefrom a utility easement 10 feet in width for helical pier installation for aboveground utilities the placement of which is shown on the attached figure. Any future use of this easement area is restricted to aboveground installation.

The above described Protected Property contains approximately 78,790 square feet, more or less, as defined in Figure 2, attached hereto as page 6 of 6.

SUBJECT, however, to any easements, rights, and reservations, covenants, plat notations, patent reservations and rights-of-way, conditions, restrictions and limitations of record.

The NSHC shall be entitled to enforce, on a nonexclusive basis, the terms of the following restrictive covenants as the fee simple owner of the Protected Property:

1. **PURPOSE.** The purpose of the Deed restriction is to preserve and protect the Conservation Values of the Protected Property in perpetuity, and in the event of the degradation or destruction of the Conservation Values, to provide for the enhancement and restoration of such Conservation Values. It is further the specific purpose of this Deed restriction to prevent any use of the Protected Property that would significantly impair or interfere with its wetland functions and values, open space and significant natural habitat values, character, use or utility. In achieving these purposes, it is the intent of this Deed restriction to permit the continuation of such uses of the Protected Property as may be conducted consistent with the Conservation Values protected herein. In addition, the parties acknowledge and agree that the Protected Property and the Deed restriction are subject to the terms of that certain Army Permit No. POA-2023-00565, issued by the U.S. Army Corps of Engineers (the "Permit").

2. **GRANT OF DEED RESTRICTION.** Grantor hereby unconditionally and absolutely grants, in perpetuity, a Deed restriction in gross with respect to the Protected Property, as more particularly set forth herein for the purposes of preserving and protecting the Conservation Values of the Protected Property.

3. **RESTRICTED ACTIVITIES.** The activities listed below are restricted and only authorized personnel or an entity authorized by NSHC may engage in functions necessary to protect the natural resources or public safety, or to manage and maintain the

Protected Property in perpetuity in its natural and undeveloped state for conservation purposes:

- a. constructing or placing improvements including, but not limited to, buildings, fixed or improved camping accommodations, mobile homes, roads, hard trails, playgrounds, fences, billboards, or signs other than those signs necessary for boundary, trespass, direction, or general information concerning the Protected Property;
- b. changing the topography of the Protected Property in any manner;
- c. manipulating or altering natural water courses, shores, marshes or other water bodies or activities or uses detrimental to water purity on the Protected Property; and
- d. operating motorized vehicles.

Notwithstanding the above, activities related to the removal of invasive species required under the Permit shall be permissible.

4. **PROHIBITED ACTIVITIES.** The following listed activities on the Protected Property by any person or entity are prohibited:

- a. introducing fish, wildlife, or plants not indigenous to the mitigation area, including, but not limited to, the grazing of domestic animals; and
- b. dumping, releasing, storing, or placing trash, garbage, Hazardous Substances or other unsightly or offensive material. Hazardous Substances as used herein means any chemical, substance, material, or waste which is defined, classified, listed or designated as hazardous, toxic or radioactive, or any other similar term, by any applicable federal, state or local environmental statute, regulation, or ordinance, including, but not limited to, all those substances identified in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767, as such may be amended and supplemented ("CERCLA"), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*, or AS 46.03.826(5).

5. **AUTHORIZED ACTIVITIES.** Notwithstanding the restrictions set forth in Section 3 (Restricted Activities) of this Deed restriction, NSHC may:

- a. undertake measures to protect, restore, or enhance the wetlands on the Protected Property;
- b. maintain existing utilities, if any, crossing the Protected Property;

c. allow recreational, educational, and scientific uses of the Protected Property, limited to low-intensity, non-motorized forms of recreations, such as hiking, bird-watching and photography; and

d. other uses not inconsistent with this Deed restriction.

6. GENERAL PROVISIONS.

a. Nothing herein is intended nor shall it be deemed to create in any third party the right to enforce these covenants.

b. The Deed restriction and restrictive covenants herein shall run with, are appurtenant to, and benefit and burden the Protected Property and the respective parties in interest, subsequent successor parties in interest, and transferees of the Protected Property.

c. Nothing in this Deed restriction is intended to relieve the fee simple owner of the Protected Property from liability for injuries occurring on, and resulting from their activities on the Protected Property, if any, for which it would otherwise ordinarily be liable, subject, however, to provisions of Alaska Statutes § 09.65.200 and Alaska Statutes § 34.17.055, as such may be amended from time to time, or other applicable law.

d. To the best of Grantor's knowledge, Grantor represents and warrants to that the Protected Property has not been wasted, nor the topography or waterways on the Protected Property been altered, nor have other actions or activities been conducted on the Protected Property which have had a negative impact on the natural resources on the Protected Property and the Protected Property is in full compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use.

e. Nothing in this Deed restriction shall relieve the Grantor from liability for the costs associated with the cleanup of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and similar federal and State laws, if any, for which they would otherwise be legally responsible.

f. The Corps of Engineers must be notified a minimum of 60-days prior to any action to modify the management plan, long-term protection mechanism, transfer of title to, or establishment of any other legal claims over, the above described lots.

IN WITNESS WHEREOF Grantor has executed this document on the date stated at the beginning of this document.

Grantor:
Norton Sound Health Corporation

By: Angela F. Gorn
Its: President / CEO

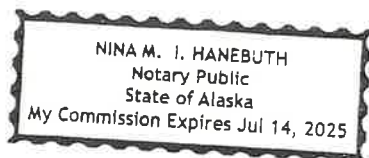
ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
Second JUDICIAL DISTRICT)

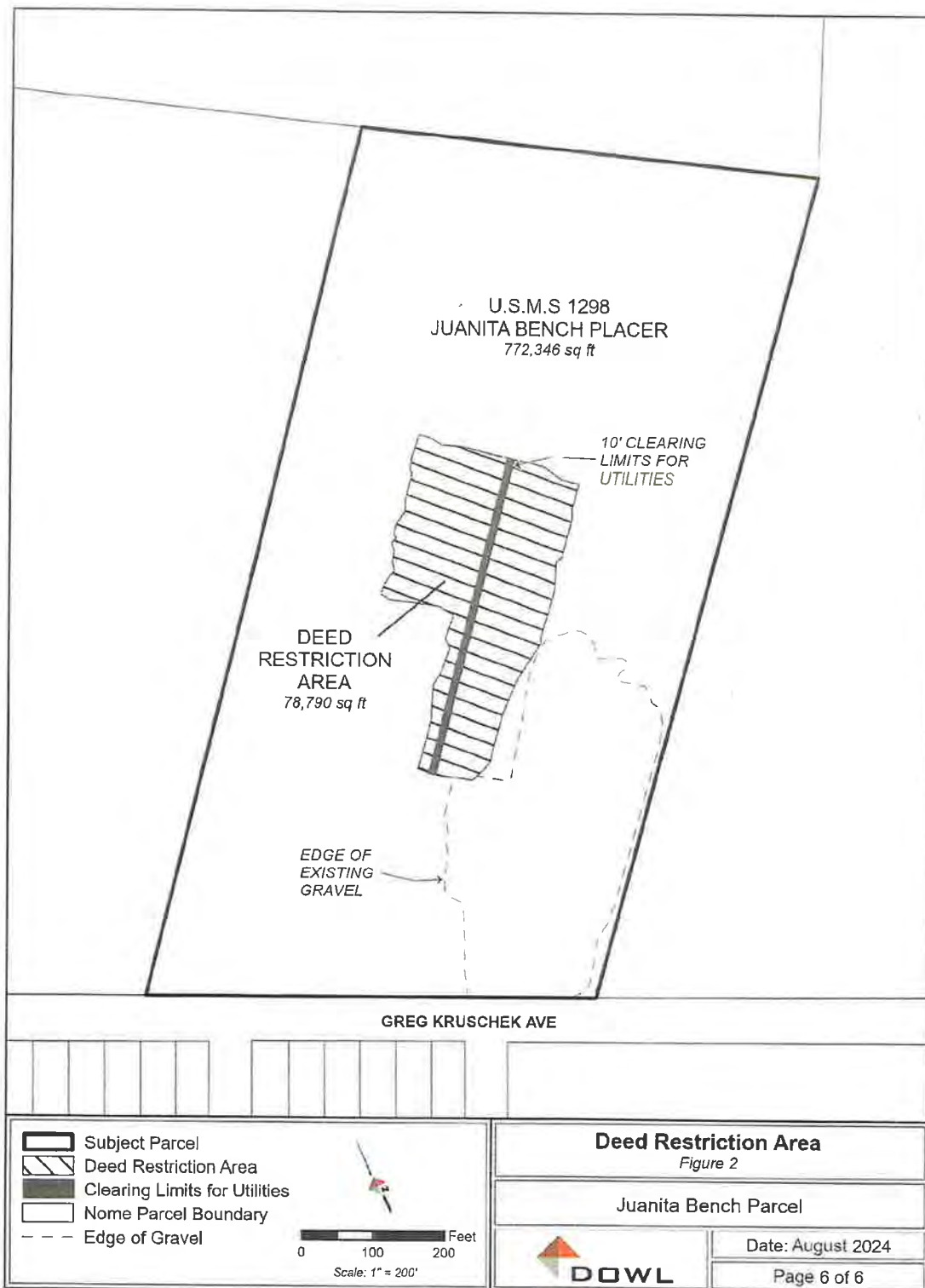
On this 27th day of September, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Angela Gorn, the President / CEO of **Norton Sound Health Corporation**, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me they executed the same as the free and voluntary act of said entity, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]



Nina M. I. Hanebuth
Notary Public in and for the State of Alaska
My Commission Expires: 07/14/2025



VI. Block 110, Lot 3A, 001.211.03B (HAT)
Attachments

RECEIVED

FEB 25 2025

CITY OF NOME
CLERKS DEPARTMENT



**FUNDING AGREEMENT
BETWEEN CERTAIN ALASKA NATIVE TRIBES
SERVED BY THE
NORTON SOUND HEALTH CORPORATION
AND
THE SECRETARY OF HEALTH AND HUMAN SERVICES
OF THE
UNITED STATES OF AMERICA
FISCAL YEARS 2022-2024**

This Funding Agreement is entered into by and between certain Alaska Native Tribes in the Bering Straits region of the Norton Sound Service Unit, as identified on the signature page herein, and the Secretary of the Department of Health and Human Services. These Tribes have authorized the Norton Sound Health Corporation to sign this Funding Agreement for them and to be responsible for and carry out the terms of this Funding Agreement.

Section 1 – Obligations of the IHS.

1.1 Generally. Under the authority of Section 325 of P.L. 105-83, and P.L. 93-638 as amended, non-residual programs, services, functions and activities (PSFAs) of the Alaska Area Office and the Alaska Native Medical Center (ANMC) have been transferred to tribal management.

Delivery of PSFAs shall be consistent with each Co-Signer's Funding Agreement (FA). The Indian Health Service (IHS) shall remain responsible for performing all federal residual PSFAs. The IHS shall remain responsible for negotiating assurances with the Alaska Native Tribal Health Consortium (ANTHC) and Southcentral Foundation (SCF) on behalf of Alaska Natives and American Indians to the effect that Co-Signers continue to receive non-residual PSFAs from the ANMC and Area Office and provided by ANTHC and SCF at a minimum at the level that such PSFAs were provided by the IHS as of October 1, 1997, to the extent permitted by Section 325 of P.L. 105-83. To the extent authorized by federal law, the IHS will respond to written Co-Signer concerns about the extent with which such assurances have not been complied and take appropriate action. IHS shall further be responsible for performing its special trust responsibilities and legal obligations as provided in the Indian Health Care Improvement Act, the Indian Self-Determination and Education Assistance Act, and other applicable provisions of federal law.

This FA obligates the IHS to provide funding and services identified herein and as provided in the Alaska Tribal Health Compact (ATHC) between the Norton Sound Health Corporation (NSHC) and certain other Co-Signers thereof and the United States in Fiscal Years 2022-2024.

The "Memorandum of Agreement Describing the Continuing Services of the IHS, Alaska Area Native Health Service" among the Co-Signers and the Alaska Area Native Health Service (AANHS) reflects the understanding of the parties regarding services to be provided by the AANHS to Co-Signers. This document, attached as Appendix C, is hereby incorporated by

reference.¹

In addition, although funds are provided from Headquarters and Area Office in support of this ATHC, the IHS will agree to continue to make available to NSHC PSFAs from both Area Office and Headquarters unless 100 percent of the tribal shares for these PSFAs have been specifically included in this FA. In cases where a portion of tribal shares has been transferred, there may be some diminishment in the level of PSFAs provided by IHS. Furthermore, the IHS will reorganize both Headquarters and the Area Office to continue to provide the remaining PSFAs which have not been included in this FA, in the most effective and efficient manner possible, provided that the decisions about the array and level of PSFAs to be offered by the IHS shall be made in consultation with Alaska Tribes. The IHS PSFAs not negotiated into or listed in Appendix A are the responsibility of the IHS.

Unless funds are specifically provided from Headquarters, Headquarters retains all PSFAs and NSHC will not be denied access to, or services from, Headquarters. Specifically, NSHC will receive the following services from IHS Headquarters:

1.1.1 Information Services. IHS will provide the full range of Office of Information Technology (OIT) national support to ANTHC and ANMC OIT will provide specified services directly to NSHC. In addition, OIT will provide support to ANTHC to assist it to carry out its responsibility to provide day-to-day technical support, user support, distribution of software and files and other typical information technology support to Co-Signers as defined in the Assurances Appendix to the ANTHC FA. Upon request of ANTHC, after good faith efforts to resolve NSHC's technical issue, OIT's support of NSHC will include technical support needed on-site by NSHC. A list of the services due under this paragraph, with identification of the method of delivery, is shown below.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
National Database Services			
100% Data Center Services	X		
Process Data exports into National Database		X	
Evaluate, correct, convert site data for National Database		X	
Telecommunications Management Services			
100% Telecommunications Management Services	X		
Maintain IHS to Alaska connection		X	
Email transfer and global address listing		X	
SMTP Gateway		X	
Intranet and Internet Access (to available bandwidth)		X	
Antivirus Software			X
Software Development and Maintenance			
100% Software Development and Maintenance	X		
Use of IHS contract vehicles		X	

¹ All references to Appendix A and Appendix C in this FA are to the Appendix for the applicable fiscal year.

Office of Information Technology Provides:	Directly to ANTHC	Directly to Co-Signer	Indirectly to Cosigner through ANTHC
RPMS Integrated Commercial-Off-The-Shelf packages (Average Wholesale Prices, CPT, ICD-9, Immunization Algorithm) licenses (This does not include licenses for stand-alone or interfaced commercial software.)			X
RPMS Package Support/Installation			X
System Support and Training			
100% System Support and Training	X		
Nationally Available OIT Training instruction (as available)		X	
Alaska On-site training instruction (four annual classes)			X
Hardware and Operating System Support			X
Cache Upgrade (initial installations)			X
National Patient File (2000) conversion			X
Envoy (WebMD) installation			X
Additional Services - Fee for Service	X	X	X

1.1.2 Access to Training and Technical Assistance. To the extent funds are identified by the IHS, NSHC shall have access to training, continuing education, and technical assistance in the manner and to the same extent NSHC would have received such services if it were not a Self-Governance Co-Signer.

1.1.3 Intellectual Property.

IHS, through contracts, grants, sub-grants, license agreements, or other agreements may have acquired rights or entered into license agreements directed to copyrighted material. NSHC may use, reproduce, publish, or allow others to use, reproduce, or publish such material only to the extent that IHS's contracts, grants, sub-grants, license agreements, or other agreements provide that IHS has the right to allow a tribe to do so and IHS determines that it will extend its rights to NSHC. NSHC use of any such copyrighted material and licenses is limited to the scope of use defined in the agreements.

1.1.4 HIPAA Compliance. IHS retains the responsibility for complying with the Health Insurance Portability and Accountability Act of 1996 for retained IHS health care component activities.

1.2 Historical PSFAs. NSHC has historically received certain PSFAs from ANMC and AANHS. Responsibility for these PSFAs has been transferred to ANTHC by ANMC and AANHS prior to the transfer of management to ANTHC and SCF, NSHC attached to its FY 2002 FA Addendum I entitled "Memorialization of Historical Level of PSFAs provided by ANMC and AANHS." The PSFAs listed in this addendum are taken from NSHC's FY 1999 Annual FA. The addendum was attached to the FY 2002 FA only for the purpose of identifying historical levels of PSFAs received by the NSHC from ANMC and AANHS. and is specifically not made part of this FA.

1.3 Community Health Aide Program Certification. The IHS retains the responsibility, pursuant to Section 119 of the Indian Health Care Improvement Act, as amended, to maintain the

IHS Community Health Aide Program Certification Board (CHAPCB), which was established by and is under the direct control and supervision of IHS, to accredit training for and to certify community health aides, which includes community health aides/practitioners, dental health aides, and behavioral health aides/practitioners.

Section 2 – Obligations of the Co-Signer.

2.1 Generally. This FA obligates NSHC to be responsible for and to provide health PSFAs identified in Section 3 [Tribal Programs and Budget], utilizing the resources transferred under this FA and other funds as they may become available to NSHC. This FA further authorizes NSHC to consolidate and redesign PSFAs as provided in the Act and the ATHC. Whether providing, purchasing, or authorizing health care services described in the Compact and this Funding Agreement, in accordance with Section 2901(b) of Pub. L. 111-148, the Affordable Care Act, and as otherwise provided in law, NSHC shall be the payer of last resort. NSHC is committed to and will strive to provide quality health services and will strive to meet standards NSHC believes to be appropriate and applicable to the delivery of those health services.

2.2 Tribal Facilities and Locations. NSHC operates the programs described in this FA out of more than one facility or location. These include, but are not limited to the facilities and locations listed in Appendix B, which will be submitted prior to the effective date of this FA, and will be incorporated by reference herein. The Area Division of Planning Evaluation and Health Statistics shall compile from this Appendix a list of all health facilities identified in the Appendix and forward that list annually to the Headquarters' Office of Program Statistics, which shall include each of these facilities and locations in the annual list it must provide to the Centers for Medicare and Medicaid Services (CMS) (formerly Health Care Financing Administration) pursuant to the Memorandum of Agreement between the Health Care Financing Administration and the IHS (December 19, 1996).

Section 3 – Tribal Programs and Budget.

The NSHC agrees to be responsible for the health PSFAs identified below in accordance with the ATHC and this FA, including administration of the Norton Sound Service Unit of the IHS, a tribally operated Service Unit of the IHS. NSHC provides and facilitates a range of services directly, and in cooperation with ANMC, ANTHC, SCF and other Co-signers, through field clinics, referrals to ANMC, and other arrangements with tribal health organizations. Any PSFA described in this section 3 [Tribal Programs and Budget] may be performed by any organizational unit of NSHC at NSHC's discretion. For the purposes of this FA, the NSHC's General Budget Categories consolidate related health PSFAs as listed below.

3.1 Executive Leadership. NSHC through its Board of Directors and administration provides policy and administrative/executive/legal direction and oversight for all PSFAs in this FA. Board members, officers, General Counsel, and staff represent NSHC on the local, regional, state and national committees and boards to provide for advocacy, negotiations, coordination, consultation, development of new programs and information activities.

3.2 Hospital and Clinic Services. NSHC is committed to providing quality patient care achieved through maintaining qualified staff, physical plant, and adequate supply of medical provisions. Under a comprehensive health care delivery plan NSHC provides the following direct

patient care services:

3.2.1 Acute patient care swing-bed;

3.2.2 Twenty-four hour emergency services, including those associated with being a Level IV trauma center;

3.2.3 Ambulatory care services, including after-hour nursing phone triage service;

3.2.4 Medevac/air ambulance services;

3.2.5 Referral/transport system from the villages and/or Nome to and from the next higher level of care (e.g. travel coordination and authorization, patient transport vehicle, medivac transport and patient transportation, including adult escort, health professional and other escort as NSHC deems appropriate and emergency or non-emergency air transportation where ground transportation is not feasible and transportation by private vehicle where no other means is available, including specially-equipped vehicle and ambulance) subject to available funding. NSHC also provides ambulance ground transport to and from the sobering center. NSHC may provide the above described patient transportation services in accordance with Section 213 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1621i;

3.2.6 Specialty clinic support;

3.2.7 Sexual Assault Response Team (SART), including forensic exams and counseling of victims;

3.2.8 Comprehensive health care nursing services for the elderly, disabled and others needing long term health care services as defined by Section 205(a)(4) of the Indian Health Care Improvement Act, as amended, and in accordance with Section 205(c) of such Act. Such services will include but not be limited to the nursing facility services of Quyanna Care Center;

3.2.9 Emergency surgery, and minor and other outpatient day surgery, within the scope of qualified Medical Practitioners;

3.2.10 Services associated with training medical students, residents, physician assistant students, nursing students, and allied health provider students from accredited institutions, under supervision of appropriate staff;

3.2.10.1 Physician coverage for services provided in the hospital and villages in person and through daily contact by telephone and/or video telemedicine equipment as needed with the physician assistants and/or Community Health Aides/Practitioners in the villages, and for teleradiology services;

3.2.11 Comprehensive, well person, emergency, acute and chronic care and preventive services at the subregional/community health centers and surrounding village clinics. These services include, but are not limited to, Early Periodic Screening, Diagnosis and Treatment (EPSDT), immunizations, maternal and child health services including family planning, prenatal care and case management of care provided to children and other high-risk individuals; urgent care services 24 hours a day; and specialty clinics, dental services, optometry services, diagnostic imaging services, laboratory services, and telemedicine, telehealth, telepharmacy, teleradiology, telepsychiatry services, dialysis, and mammography, colonoscopy and other cancer screenings, and cancer treatment;

3.2.12 Diabetes prevention program, including community exercise and activity programs, such as "Summercise" programs, community health fairs, and water aerobics. As authorized under Section 204(d) of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621c, NSHC provides dialysis services and is committed to and shall provide quality dialysis services that will at all times meet standards applicable to such services;

3.2.13 Ancillary services will be maintained at levels sufficient to support medical diagnosis, including but not limited to physical therapy, smoking cessation, respiratory therapy.

diagnostic imaging, laboratory, pharmacy, social services, nutrition services, and point of care testing;

3.2.14 Provide lodging for patients, family members of patients, and/or their escorts, including but not limited to housing at the patient hostel, and elder housing;

3.2.15 Coordination with, support of, and assistance to tribal and non-profit entities with their provision of health and social services; and

3.2.16 Provides training and continuing education for NSHC employees and NSHC beneficiaries, and, subject to availability of funding, provides limited financial support for NSHC beneficiaries to assist them to be prepared to pursue health related careers. NSHC also provides a nursing educational program.

3.3 Behavioral Health Services. Provides behavioral health services including, but not limited to:

3.3.1 Substance Abuse Services. Provide services to reduce and prevent substance abuse and associated problems through in/outpatient services, prevention/education, referral services, transitional/residential care services, outreach services, and community involvement, diagnostic and primary alcoholism and drug abuse treatment services, including individual assessment and referrals, individual and group counseling, sobering center and social detoxification services, case management, and substance abuse education classes and Alcoholics Anonymous and/or Narcotics Anonymous meeting sponsorship.

3.3.2 Mental Health Service. Provides professional and paraprofessional staff that travel within the Norton Sound Service Unit, and provides family, child, adolescent and community mental health programs. As needed, a psychiatrist provides mental health services in the hospital. Services include but are not limited to assessment and diagnostic services, individual and group therapy, crisis intervention services, suicide prevention and psychological testing, and telebehavioral health.

3.3.3 Village Based Counseling Program. Provides supportive counseling to identified clients, including abused children, children with behavioral health problems, families in crisis, adults and adolescents with substance abuse and/or mental health issues, and the chronically mentally ill. This program works in conjunction with the substance abuse and mental health program and includes the services of behavioral health aides.

3.3.4 Developmental Disability Program. Provides services to clients with developmental disabilities. The program assists clients to remain in their homes and communities by developing skills to increase self-control and participation in the community. When this is not possible, the program assists families to find appropriate treatment and services outside the home for the client.

3.3.5 Transitional Living Services. Provides transitional living services, including residential programs, to assist clients in maintaining sobriety while attending outpatient substance abuse treatment, and after completion of treatment until the client is ready to return to his/her home community.

3.3.6 Fetal Alcohol Spectrum Disorder Prevention Services. Provides education and assistance regarding Fetal Alcohol Spectrum Disorder, targeting pregnant women

with substance abuse issues to educate them about the effects of substance abuse on children and families.

3.3.7 Children's Services. Provides intensive outpatient behavioral health services to high risk clients with severe emotional problems ages 9-20 and their families. The program aims to help youth succeed at school, home and in the community while eliminating the need to send them elsewhere. Children's services also may include a full array of behavioral health prevention, early intervention, and treatment programs, including recreational and activity programs and residential and day camps. Providing culturally relevant services involving the community in the treatment process.

3.4 Other Health Services. Provides other health services, including but not limited to:

3.4.1 Dental Services. Provides services at the hospital and in field clinics to raise dental health and lower the incidence of dental disease. The field dental program offers visits to all the villages. Dental services may include dental health aide and dental health aide therapist, training, supervision, and services under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.2 Audiology. Audiology Services will be delivered, both at the hospital and through field clinics throughout the Norton Sound Service Unit.

3.4.3 Optometry Services. Optometry Services will be provided consistent with the needs of the patients, both in Nome and through field clinics throughout the region.

3.4.4 Village Health Services. Provides training, supervision and services of Community Health Aides/Practitioners (CHA/Ps) and the Clinic Travel Clerks who act as support staff to the village clinics. The Community Health Aide Program will be carried out under the Standards and Procedures approved by the IHS Community Health Aide Program Certification Board.

3.4.5 Health Aide Training. Provides Community Health Aide Program training to trainees from throughout Alaska.

3.4.6 Traditional and Alternative Medicine. Provides traditional healing services in coordination with existing western medicine services; and alternative healing practices only upon a referral from a provider credentialed in accord with the standards cited in Section 8 of this FA. These services will be provided in accordance with Section 831 of the Indian Health Care Improvement Act, amended at 25 U.S.C. § 1680u.

3.4.7 Emergency Medical Services. NSHC will maintain Emergency Medical Services (EMS) to lower the incidence of death and disability by providing air ambulance services. The NSHC departments also provide various levels of EMS and injury prevention training for staff and community members throughout the region. NSHC participates in EMS delivery in cooperative with community fire departments, other emergency response, and rescue services throughout the region.

3.4.8 Maternal and Child Health Program. Provides:

3.4.8.1 Prematernal home care for village women awaiting delivery in Norton Sound Regional Hospital;

3.4.8.2 Prenatal, family planning and newborn patient education; and

3.4.8.3 Assistance in risk screening and coordination of prenatal care.

3.4.9 Office of Environmental Health. Provides inspections of the hospital and clinics; water testing laboratory; washeterias; technical assistance, training and research to help protect the public from illness and injury related to problems with water, waste, food, air, pests, safety, hazardous waste sites and bioterrorism. Technical assistance is provided to local, state and federal officials as necessary to assist with funding processes and the development of local environmental programs.

3.4.10 Sanitation Engineering Services. Provides sanitation engineering services, technical assistance and support for the local community utility assistance program, and training to regional water/wastewater operators and utility managers as needed to ensure safe operation and management of environmental systems.

3.4.11 Public Health Nursing. Provides public health nursing services, including but not limited to consultation to CHA/PS in the villages, child health and developmental screening, prenatal care, EPSDT, school screenings, immunizations, and tuberculosis and other infectious disease screening and monitoring.

3.4.12 Research and Prevention. Participate in research activities to determine whether genetic factors predispose Alaska Natives to disease.

3.4.13 Home Care and Other Community Based Services. Through a combination of western methods and traditional modalities, provides home care and other community based services, which includes but is not limited to assistance with activities of daily living such as bathing, dressing, laundry, light housekeeping, cooking, vital signs, and medication reminders. These services are provided to all individuals throughout the Bering Straits region who are unable to perform their activities of daily living on their own, or when the families are unable to meet their needs. Home and Community Based Services also provides palliative care and other end-of-life services, such as hospice care, respite, chore, nutrition, transportation, and other supportive services including various senior programs and activities. Such services may also include Assisted Living Services. NSHC will provide home and community based services, hospice and assisted living in accordance with the requirements at § 205 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621d.

3.4.14 Nutrition Services for Women, Young Children, and Infants. Provides supplemental foods, and nutritional education, counseling and other services to women, infants and young children who are at nutritional risk.

3.4.15 Infant and Young Child Developmental Program. Provides services that promote growth and development of infants and young children. Children who qualify for services may have been born prematurely, have delays in their development, or have a diagnosed disability such as Down's syndrome or cerebral palsy. Other child development and family services include, but are not limited to, health-oriented education; socialization; health screening; growth and

nutritional assessment; individualized culturally-appropriate child development services; family services; and family involvement.

3.4.16 Injury Prevention Services. Provides services to lower the incidence of death and disability, including but not limited to, the provision of safety information, equipment, and training.

3.4.17 HIV Services. Provides testing, referrals, data collection, and training and education.

3.4.18 Purchased/Referred Care Services. Purchases services, which are not otherwise available or accessible to eligible beneficiaries, on a contractual or open-market basis within funds available. NSHC agrees to be bound by 42 C.F.R. Part 136, subpart I, in the administration and provision of Purchased/Referred Care (PRC) services carried out under this Agreement. Accordingly, NSHC has opted to pay at Medicare Like Rates for PRC in accordance with that subpart of the regulations.

3.4.19 Morgue. Provides morgue services in each village.

3.5 Support Services. Support services required to support the provision of health services, including, but not limited, to plant operations, biomedical services, housekeeping and linen/laundry services, security (for patients and staff), human resources, information systems, administration and board support, corporate planner, grant management, compliance officer and performance improvement, material management (procurement, receiving, processing and distribution), central sterile supply, infection control/employee health, and financial, including business office functions, coding and medical records, planning and implementation of an electronic health records system, patient benefits coordinator, the provision of staff housing, and fleet vehicle maintenance including oversight of fleet vehicle operations, scheduling, and performance of maintenance, and managing vehicle-related procurement. Child Care: to enhance their access to health care, patients may be offered child care services.

3.6 Capital Projects. Provides technical assistance, planning, design, engineering, management and general contracting for construction, maintenance and operation of all facilities used by NSHC, including both federal facilities and those leased or owned by NSHC. This program also provides technical assistance and construction related services to other tribes and tribal organizations inside and outside NSHC's service area.

3.7 Village Built Clinic (VBC) Lease Program. Provides funds to eligible entities to support the rental of CHA/P clinic space. NSHC will operate this program directly with all VBC lessees, who so elect, including the provision of support services and technical assistance. NSHC will ensure that each lessee is in compliance with the standards referenced in the VBC lease.

3.8 Public Health and Epidemiology. Directly and/or through ANTHC, including its Epidemiology Center,² NSHC carries out public health, epidemiology and health research functions. These activities include, but are not limited to: collecting and receiving personally

² The ANTHC Epidemiology Center was previously operated by the Alaska Native Health Board.

identifiable health information for the purpose of

3.8.1 preventing or controlling disease, injury, or disability;

3.8.2 reporting disease, injury, and vital events such as birth and death; and

3.8.3 the conduct of public health and epidemiological investigations, surveillance, and interventions, including the maintenance of disease and injury registries.

3.9 Other Programs/Services Funded.

3.9.1 Generally. This FA includes programs, functions, services and activities resulting from tribal redesign, or consolidation, reallocation or redirection of funds, including its own funds or funds from other sources, provided that such consolidation, redesign, or reallocation or redirection of funds results in carrying out programs, functions, services and activities that may be included in the FA pursuant to section 505 of Title V and Article III, Section 6 [Consolidation with Other Programs] of the ATHC. This includes any other new health care programs, including, but not limited to, those identified in the Indian Health Care Improvement Act funded during the fiscal years.

3.9.2 Non-IHS Funding. NSHC will complement and supplement the PSFAs described throughout Section 3 [Tribal Programs and Budget] with funding from sources other than the IHS through this Funding Agreement, subject to the availability of such other funding sources. Consistent with Article III, Section 5 [Reallocation], 6 [Merging with Other Programs], and 7 [Program Income] of the ATHC, non-IHS funds will be added to or merged with funds provided by the IHS through this FA.

3.10 FTCA. The Federal Tort Claims Act applies to NSHC's PSFAs under this FA as provided in Section 516(a) of Title V (which incorporates Section 102(d) of Title I of the Act and Section 314 of P.L. 101-512). The extent of Federal Tort Claims Act coverage is described more particularly in 25 C.F.R. Sections §§ 900-180-900.210.

Section 4 – Amounts Available During the Term of the FA

4.1 The following amounts shall be available to NSHC pursuant to the ATHC and Title V of the Act and are subject to reductions only in accordance with Section 508(d) of Title V and Section 106 of Title I of the Act.³

Recurring Base: Inclusive of all recurring funding, including recurring contract support funds and Village Built Clinic Funds of \$460,572. ⁴	\$49,830,988
Non-recurring funds: inclusive of all non-recurring contract support funds and such other funding which may be added to the contract. ⁵	\$14,131,206

³ A breakout of these funds is shown in Appendix A, which cites the source document used to determine the amount. These amounts are subject to change under the Act and as provided in this FA. For other fiscal years to which this FA may be applicable, the replacement Appendix A will be negotiated between IHS and NSHC for the respective year and amended to this FA and incorporated by reference, accordingly.

⁴ A breakout of these recurring costs is found in Appendix A, fully incorporated herein and citing the actual documents used to determine the amount. See Footnote 3.

⁵ These non-recurring funds include contract support costs and routine Maintenance and Improvement funds

Subtotal: (This amount is subject to amendments in accordance with Section 14 [Amendment or Modification of this FA]) ⁶	\$63,962,194
Area “Tribal” share to include funding identified from the Area Office and identified in Appendix A to this Agreement. ⁷	\$1,049,412
Headquarters-tribal share: “Tribal Size Adjustment Pool,” including all funds identified in Appendix A. The amount identified is exclusive of funds for which distribution amount has not been determined. The final amount due shall be determined as set forth in this FA or Appendix A. ⁸	\$735,846
Headquarters-Tribal share: “Program Formula Pool” – to include all funds identified in Appendix A, and such additional funds which the IHS may make available on a program formula basis during the year based on the programs accepted for this allocation in Appendix A.	\$0
Subtotal – Tribal Shares ⁹	\$1,785,258
TOTAL ATHC FUNDING	\$65,505,309

These amounts are subject to additions for other reimbursements, and for new funds received during the term of this Agreement including amounts that have historically been distributed as non-recurring funds under the Act. Any amounts remaining unspent under the prior FA, after adjustments and services, as of the previous fiscal year, shall be included and spent under this FA.

Of the amount shown above for Headquarters Tribal Share “Program Formula,” \$176,509 are for Equipment Replacement, the Equipment Replacement amount paid as part of the lump sum due NSHC was determined by multiplying the FY 2021 Equipment Replacement amount paid to NSHC by 90%. The final Equipment Replacement amounts paid in FYs 2022-

available at the beginning of the fiscal year. See Footnote 3.

⁶ The Radiologist Consultation funds in the amount of \$195,131 and Biomed funds in the amount of \$67,102 are not included in this amount (neither of these amounts include any adjustments for mandatory increases). These recurring funds and any mandates associated with them are in the ANTHC FA and will be negotiated annually as a flow-thru from the ANTHC, in accordance with the interpretation of Section 325 of P.L. 105-83 by the IHS.

⁷ Funds from the Alaska Area were distributed according to methods agreed upon in a caucus open to all Alaska Tribes and tribal organizations. The specific methodology is identified in Appendix A.

⁸ Headquarters tribal shares were allocated according to the following process, which was adopted in a caucus open to all Alaska tribal organizations: The Alaska Area Tribal shares of Headquarters was first defined using the national IHS recommended methodology. The total Alaska Area Tribal shares was then reallocated to each Co-Signer according to the agreed upon Alaska Area methodology, which is identified specifically for each line in Appendix A.

⁹ The subtotal of Tribal shares does not include certain Headquarters for which the amount or availability has not been determined. This amount will be adjusted to make available all Tribal shares for which NSHC is eligible. IHS will pay mandatory increases on some Headquarters Tribal shares, subject to appropriations.

2024 will be based on the final FYs 2022-2024 Equipment Replacement allocations. If the final Equipment Replacement amounts, as determined by the final FYs 2022-2024 Equipment Replacement allocations, is less than the 90% calculation, NSHC will return the difference to the IHS. See also Appendix A, footnote to line 22 on page 6.

The Recurring Base amount shown above includes \$291,158 that NSHC received, recurring in FY 2006 for Congressionally earmarked alcohol funds. Such funds are subject to "Adjustments Due to Congressional Actions" as described herein in Section 6 as well as any conditions on those funds that may be described in the FYs 2022-2024 Interior Appropriations Acts (Act) or Congressional Reports. After each Act is passed into law, such conditions, including Congressionally-directed reporting requirements, will be added by amendment not requiring NSHC's signature as described in Section 14 [Amendment or Modification of this FA].

The parties agree Section 505(b)(2) of Title V provides, among other things, that grants administered by the Department of Health and Human Services through the IHS may be added to NSHC's FA after award of such grants. In accordance with this provision of Title V and its implementing regulations, the Secretary will add NSHC's diabetes grants and any other statutorily mandated grant(s) administered by the Department through the IHS to this FA after such grant(s) have been awarded. Grant funds will be paid to NSHC as a lump sum advance payment through the PMS grants payment system as soon as practicable after award of the grant. NSHC will use interest earned on such funds to enhance the purposes of the grant including allowable administrative costs. NSHC will comply with all terms and conditions of the grant award, including reporting requirements, and will not reallocate grant funds nor redesign the grant program, except as provided in the implementing regulations or the terms of the grant.

4.1.1 M&I, Routine Payments, Non-Routine Pool Methodologies and Process for Opting In/Out of Non-Routine Pool Methodologies.

The amount of IHS Maintenance and Improvement (M&I) funds allocated to eligible health care facilities in Alaska, including for the competitive pool, is determined by a methodology called the University of Oklahoma (U of O) formula. By agreement with ANTHC and other Co-Signers to the Compact, including NSHC, two-thirds of each year's U of O formula allocation to Alaska is designated as "routine" funding and is paid directly by IHS to each respective Co-Signer managing M&I eligible facilities and one-third is Designated "non-routine" funding for distribution through construction project agreements and/or subawards. Specific projects are identified and recommended via ANTHC's statewide M&I program, currently through the Competitive project pool methodologies overseen by its statewide Maintenance and Improvement Resource Allocation Committee (MIRAC), an advisory committee of the ANTHC Board of Directors.

The routine M&I amount identified in Appendix A will be paid directly to NSHC as a part of the lump sum due. The amount is determined by multiplying the FY 2021 Routine M&I amount paid to the Co-Signer by 90%. The final routine M&I amount paid in FY 2022 will be based on the final FY 2022 Routine M&I allocation. If the final Routine M&I amount, as determined by the final FY 2022 Routine M&I allocation, is less than the 90% calculation, NSHC will return the difference to the IHS. NSHC and IHS have agreed that NSHC may base budget M&I funds determined to be eligible for base budget, including the amount of the two-thirds routine portion of the U of O formula funds payable to NSHC in the federal fiscal year that precedes the start of the base budget period.

For Co-Signers that have not opted out, additional non-routine funding that may be available for the maintenance and improvement of eligible facilities, such as funding for the Backlog of Essential Maintenance, Alteration and Repair (BEMAR), is distributed through construction project agreements and/or subawards to Co-Signers, with specific projects being identified and recommended via ANTHC's M&I program, for approval by IHS, currently through the BEMAR Pool methodologies.

NSHC may also opt out of participating in one or more of the nonroutine pool methodologies for its M&I eligible facilities,¹⁰ as provided in Appendix M of ANTHC's Funding Agreement, "ANTHC M&I Pools Opt In/Opt Out Process."

If NSHC elects to opt out from participation in the M&I competitive pool, it must opt out for all of its tribally owned facilities, and IHS will directly pay as "routine" M&I funds the U of O determined one-third project pool amount. NSHC shall enter into a Competitive Project Pool support agreement with ANTHC, as described in the Appendix M to ANTHC's FA. The M&I eligible federally owned facilities operated by NSHC shall continue to be eligible for Competitive Project Pool funding.

If NSHC elects to opt out from participation in the BEMAR pool, it must opt out for all of its tribally and federally owned facilities and NSHC may receive a negotiated BEMAR amount through a negotiated Construction Project Agreement with IHS. The amount of funds that may be available from the BEMAR Pool for a Co-Signer that is opting out is calculated based on the average of its percentage of U of O formula funds allocated to the Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities and the percentage of BEMAR funds (FEDS¹¹ deficiencies) allocated to Alaska Area as a result of the Co-Signer's eligible tribally and federally owned facilities.

A federal facility's eligibility for other funding is not affected by a Co-Signer's decision to opt in or out of the Competitive Pool or the BEMAR Pool.

NSHC understands and agrees that even if it opts out of the Competitive Project Pool for tribally owned facilities, or the BEMAR Pool for any of its facilities, and that it must use funds that it receives in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for the applicable Fiscal Year or any comparable Act of Congress that contains the subject appropriation. NSHC acknowledges that opting back in to the nonroutine M&I project pool methodologies is contingent on meeting the conditions described in Appendix M of ANTHC's Funding Agreement.

4.2 Contract Support Costs. Contract support costs (CSC) will be paid in accordance with 25 U.S.C. § 5325 and § 5388(c). The parties agree that, according to the best data available as of the date of execution of this agreement, the amount to be paid under FY 2022, which represents the parties' estimate of the Tribe's full CSC requirement pursuant to 25 U.S.C. § 5325, is \$17,177,246, including \$4,678,902 for direct CSC and \$12,498,344 for indirect or indirect-like

¹⁰ M&I eligible federally owned facilities operated by NSHC continue to be eligible to access non-routine funds through the Competitive pool.

¹¹ "FEDS" refers to the Facilities Engineering Deficiency System of which the Backlog of Essential Maintenance Alteration and Repair (BEMAR) is a subset.

CSC.¹² This estimate shall be recalculated as necessary as additional data becomes available including information regarding the direct cost base, pass throughs and exclusions, and the indirect cost rates to reflect the full CSC required under 25 U.S.C. § 5325. The parties will cooperate in updating the relevant data to make any agreed upon adjustments. In the event the parties disagree on the CSC amounts estimated and paid pursuant to this paragraph and the Tribe's full CSC requirement under the ISDEAA, the parties may pursue any remedies available to them under the ISDEAA, the Compact, and the Contract Disputes Act, 41 U.S.C. §7101 et seq.

4.3 Base Budgets.

4.3.1 Categories and Base Year. At the end of the first period of the base budget option, the IHS and Co-Signers agreed to extend the three year (FY1998-FY2000) base budgets implemented for the ATHC for an additional two years (FY2001-FY2002). IHS and NSHC have subsequently agreed to additional extensions through FY 2009. The IHS and Co-Signers have agreed to further extend the base budget period at the Co-Signer's option. The following categories are subject to base budgeting for the base year period and the period, as noted below.

Category of Funding	Base Period for Base Funding	Extended through:
Headquarters TSA amounts ¹³	FY 97	FY 2022
Equipment Replacement Funding	Not Included	N/A
Area Tribal Share	Not Included	N/A

4.3.2 Adjustments. Adjustments to base funding shall be permitted in direct proportion to changes in appropriated amounts (by sub-activity), as provided under Section 6.1 of this FA titled "Adjustments, Due to Congressional Actions." Adjustments shall also be permitted for the addition of new Co-Signers to the ATHC and when current Co-Signers add or retrocede PSFAs, as provided in Section 14.4 [Due to Addition of New Programs].¹⁴ Adjustments also shall be permitted when Co-Signer chooses to restrict or un-restrict previously "restricted" or "un-restricted" categories, provided that restrictions shall be changed only during annual negotiations. NSHC shall also be eligible for funding for new service increases, mandatories, specific Congressional appropriation for population growth, health services priority system, contract support costs and other increases in resources on the same basis as all other Tribes. Adjustments for changes required when a Tribe joins or withdraws from a Tribal consortium shall also be permitted, as provided under Section 10.3 [Withdrawal Procedures] of this FA. Co-Signers shall also remain eligible for the distribution of additional Tribal shares for Assessments, Workers Compensation, Emergency Reserve, Management Initiatives, and other PSFAs from Headquarters.

¹² For other fiscal years to which this FA is applicable, the CSC estimates will be negotiated between the IHS and NSHC for the respective year and amended to this FA in Appendix A.

¹³ ATHC base budgets for TSA amounts shall be considered as a whole (entire ATHC amount) and shall be subject to adjustment of the internal allocation subject to ATHC agreements.

¹⁴ This includes addition of new facilities when the addition of these facilities includes an increase in equipment funds identified for the new facilities.

Section 5 – Methods of Payment.

5.1 Payment Schedule. Except as provided in subsection 5.2 [Availability of Tribal Shares], 5.3 [Buyback/Withholding], and 5.4 [Periodic Payments] of this Section, all funds identified in Section 4 [Amounts Available During the Term of the FA] of this FA shall be paid to NSHC, in accordance with Article II, Section 4(a) [Payment Schedule] of the ATHC; payment to NSHC to be made as follows: One annual lump sum payment to be made in advance.

5.2 Availability of Tribal Shares. NSHC will be paid 100 percent of Headquarters and Area Tribal Shares in its initial lump sum payment, as negotiated in this FA, for each year under the term of this FA.

5.3 Buyback/Withholding. NSHC may carry out its responsibility to provide certain PSFAs included in this FA by using services or other resources of the Federal government under Article V, Section 22 [Purchases from the IHS] of the ATHC, as permitted by law. Except as provided herein, the cost of such services and the terms under which they may be available to NSHC are set forth in the Buyback/Withhold Agreement between the IHS and NSHC, which is attached as Appendix D to this FA and incorporated by reference herein. The administrative surcharge provided for in Section 2.2.4 of the Buyback/Withhold Agreement for FY 2022 shall be .285 percent. During the term of this FA, the Administrative surcharge rates will be negotiated annually. Notwithstanding Section 5 of the Buyback/Withhold Agreement, upon the request of the IHS or any Co-Signer, such FA will be negotiated for future fiscal years annually during negotiation of this FA.

5.4 Periodic Payments. Payment of funds otherwise due to NSHC under this FA, which are added or identified after the initial payment is made, shall be made promptly upon request of NSHC by check or wire transfer.

Section 6 – Adjustments.

6.1 Due to Congressional Actions. The parties to this FA recognize that the total amount of the funding in this FA is subject to adjustment due to Congressional action in appropriations Acts or other law affecting availability of funds to the IHS and the Department of Health and Human Services. Upon enactment of any such Act or law, the amount of funding provided to NSHC in this FA shall be adjusted as necessary, after NSHC has been notified of such pending action and subject to any rights which NSHC may have under this FA, the ATHC, or the law.

6.2 Proposals by Authorizing Tribes. Should any authorizing Tribe assume responsibility for PSFAs (or portions thereof) under a contract or annual FA pursuant to the Act, adjustment to funding amounts under this FA will be negotiated.

Section 7 – Records.

7.1 Incorporation of the Privacy Act. Pursuant to Section 506(d)(1) of Title V, records acquired, generated or maintained by NSHC shall not be treated as Federal records under chapter 5 of title 5 of the United States Code, except that:

7.1.1 Patient medical, financial records and personnel records may be disclosed only in accordance with 5 U.S.C § 552a(b); and

7.1.2 Medical records generated by NSHC shall be eligible for storage in Federal Records Centers at NSHC's option in accordance with Section 105(o) of Title I.

7.2 Confidentiality Standards. NSHC will seek to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including, but not limited to, privacy, security, transactions, and code set regulations, codified at 45 CFR Parts 160, 162, and 164. If a record is not subject to HIPAA, NSHC will maintain the confidentiality of its records in accordance with policies and procedures adopted by its Governing Body, which will be consistent with the purposes and guidelines of HIPAA and the Federal Privacy Act of 1974.

7.3 Quality Assurance Records. NSHC operates a medical quality assurance program and treats the records of such program as confidential and privileged in accordance with section 805 of the Indian Health Care Improvement Act as amended at 25 U.S.C. § 1674.

Section 8 – Program Rules.

NSHC in carrying out the PSFAs in this FA agrees to comply only with those guidelines, manuals, and policy directives that are listed below: Joint Commission (formerly known as JCAHO) standards, as applicable, and Community Health Aide/Practitioner certification standards.

Except as specifically set forth in this Section, pursuant to Section 517(e) of Title V, NSHC does not agree to be subject to any agency circular, policy, manual, guidance or rule adopted by the IHS, except for the eligibility provisions of Section 105(g) and the regulations promulgated under Section 517 of Title V, unless otherwise waived.

Section 9 - Real Property Reporting Requirements

9.1 Leases. The IHS must report on its federally leased facilities. NSHC agrees to notify the AANHS of changes of occupancy, size, use, and general condition of Village Built Clinic (VBC) leased facilities in locations where NSHC has bought back services from the IHS. IHS will annually, or upon renegotiation, provide to NSHC a copy of each VBC lease. No increase in the amount due to the lessor pursuant to a lease will be negotiated by IHS without advance notice to NSHC. In administering these leases, the IHS will work with NSHC to ensure that each lease is in compliance with the standards referenced in the VBC lease.

9.2 Section 105(l) Leases. To facilitate IHS Division of Engineering Services review of a Co-Signer's proposal to renew any Section 105(l) lease or leases, NSHC agrees to provide information, as might be needed to renew a lease for any facilities leased under Section 105(l) of the Act to the AANHS. Upon renegotiation of a Section 105(l) lease or leases, IHS will provide to NSHC a copy of each 105(l) lease executed by IHS and the Co-Signer.

Pursuant to 25 U.S.C. § 5385(d)(2)(B) and (D), section 105(l) leases for the following facilities are incorporated into this Funding Agreement and made a part thereof: 1) Brevig Mission Clinic;

2) Elim Clinic; 3) Gambell Clinic; 4) Golovin Clinic (Irene L. Aukongak “Dagumaaq” Health Clinic); 5) Koyuk Clinic (Ruth Quamiigan Henry Memorial Clinic); 6) Savoonga Clinic; 7) Shaktoolik Clinic; 8) Shishmaref Clinic (Katherine Miksrueq Olanna Memorial Clinic); 9) St. Michael Clinic (Kathleen L. Kobuk Memorial Clinic); 10) Stebbins Clinic (Taprarmiut Yungcarviat Clinic); 11) Teller Clinic; 12) Unalakleet Sub-Regional Clinic (Anikkan Inuit Iluaqutaat Sub-Regional Clinic); 13) Wales Clinic (Toby Anungazuk Sr. Memorial Health Clinic); 14) White Mountain Clinic (Natchirsvik Health Clinic); 15) NSHC Behavioral Health Services Facility/Clinic; 16) Nome Operations Building; 17) NSHC Wellness & Training Center; 18) Diomed Clinic

9.3 Maintenance and Improvement Funds. NSHC agrees to use maintenance and improvement funds received through this FA in accordance with the appropriation language for Indian Health Facilities in the Department of Interior and Related Agencies Appropriation Act for FYs 2022-2024 or any comparable Act of Congress that contains the subject appropriation and in accordance with 41 U.S.C. § 12 to the extent applicable.

Section 10 – Services to Non-Beneficiaries.

Section 813 of the Indian Health Care Improvement Act, as amended, 25 U.S.C. § 1680c, (Section 813), authorizes the governing body of a Tribal Organization carrying out health services of the IHS under the Indian Self-Determination and Education Assistance Act to determine whether health services should be provided under the Tribal Organization’s FA with the IHS “to individuals who are not eligible for such health services under any other subsection of this section or under any other provision of law”, 25 U.S.C. § 1680c(c). The NSHC Board of Directors has made such determination consistent with Section 813, and provides for its findings in Resolution No. 2010-16. Resolution No. 2010-16 is attached as Appendix E and incorporated by reference herein. NSHC may provide services under this FA to “non-beneficiaries” as described in Resolution No. 2010-16. In addition services may be provided to U.S. Public Health Service Commissioned Corps Officers and their dependents.

Section 11 – Retrocession and Discontinuance.

11.1 Retrocession. The retrocession provisions of Section 506(f) of the Act are herein adopted, except that the effective date from a retrocession request of the ATHC and FA, in whole or in part, shall be one year from the date of the request by an authorizing Tribe or Village, except as provided below. Retrocession may be effective with less than one years notice, providing the Tribe or Village requesting retrocession, NSHC and the IHS agree to an effective date of less than one year from the date of retrocession request.

11.2 Discontinuance. NSHC may discontinue its participation in the ATHC after written notice to each authorizing Tribe or Village and the IHS. Notice must be provided one year in advance of the effective date of the request except that the effective date of a request may be less than one year upon approval of all authorizing Tribes and Villages and the IHS.

11.3 Withdrawal Procedures.

11.3.1 Process. Unless prohibited by law and in accordance with § 506(g) of Title V, an Indian tribe may fully or partially withdraw from a participating inter-tribal consortium or

tribal organization its share of any program, function, service or activity (or portions thereof) included in the ATHC or FA, and any such withdrawal will become effective within the time frame specified in the resolution which authorized transfer to the participating inter-tribal consortium or tribal organization, provided that in the absence of a specific time frame being set forth in the resolution, such withdrawal shall become effective on -

11.3.1.1 The earlier of

11.3.1.1.1 One year after the date of submission of such request; or

11.3.1.1.2 The date on which the FA expires, or

11.3.1.2 Such date as may be mutually agreed upon by the Secretary, the withdrawing Indian tribe, and the participating tribal organization or inter-tribal consortium that has signed the ATHC or FA on behalf of the withdrawing Indian tribe, inter-tribal consortium, or tribal organization.

11.3.2 Distribution of Funds. In accordance with Sections 503(b) and 506(g) of the Act, when a tribe proposing to enter into a contract under Title I or a compact and FA under Title V fully or partially withdraws from a participating tribal organization, the withdrawing Tribe shall, upon written request, be entitled to be paid its tribal share of funds supporting those PSFAs (or portions thereof) which it will be carrying out under its own contract or compact and FA, and such funds shall be removed from the FA of the tribal organization and awarded to the Tribe upon approval of a Title I contract or compact and FA. The IHS shall retain any funds removed, but not awarded in a Title I contract or compact and FA.

Section 12 – Memorandum of Agreement with Member Village.

Funds provided under this FA may be allocated to and expended by an Alaska Native Village (“Village”) which is party to this FA in accordance with the terms of the ATHC, this FA and a Memorandum of Agreement (MOA) approved by NSHC and the Village. The Federal Tort Claims Act shall apply to PSFAs carried out by the Village under such MOA and to the Village and its employees to the same extent as if they had been carried out directly by NSHC. Such an MOA may include provisions for the assignment of federal employees under IPA assignment or Commissioned Corps detail. Such assignment shall be subject to the approval of the AANHS Director. NSHC shall be responsible for assuring compliance by the Village with the ATHC, this FA and the MOA.

Section 13 – Consolidation of Contract and Previous Annual FAs.

The contracts listed below and all previous Annual FAs shall be amended or terminated, as appropriate to transfer applicable contract funds into this FA for services, materials and activities, programs, functions and facilities provided to the Tribes represented by NSHC: Title I, P.L. 93-638 Contract #243-89-0011, as modified.

Section 14 – Amendment or Modification of this FA.

14.1 Form of Amendments. Except as otherwise provided by this FA, the ATHC, or by law, any modifications of this FA shall be in the form of a written amendment and shall require written consent of each of the signatory Tribes, acting directly or through NSHC as authorized by

resolution, the NSHC, and the United States. Participation or written consent of Tribes and Co-Signers not subject to the terms of this FA shall not be required.

14.2 Funding Increases.

14.2.1 Written consent of NSHC shall only be required for issuing amendments for those funds which:

- 14.2.1.1** require a change to Section 3 [Tribal Programs and Budget];
- 14.2.1.2** require a specific commitment by NSHC (*e.g.*, Maintenance & Improvement projects and prior fiscal year Sanitation Facility Construction projects); or
- 14.2.1.3** reduce funding other than changes in Congressional appropriations pursuant to Section 6.1 [Adjustments Due to Congressional Actions].

14.2.2 Amendments not requiring written consent may include, but are not limited to:

- 14.2.2.1** Program/Area/HQ Mandatories;
- 14.2.2.2** Program/Area/HQ End-of-Year Distributions;
- 14.2.2.3** CHEF, subject to the condition that if a case initially qualifying for reimbursement is paid (in whole or in part) by an alternate resource or cancels for any reason, NSHC will return the unused amount to the IHS CHEF account;
- 14.2.2.4** PRC Deferred Services;
- 14.2.2.5** Routine Maintenance & Improvement; or
- 14.2.2.6** Collections and reimbursements.

14.2.3 Amendments reflecting payment of these funds shall be provided to NSHC after any such funds are added to the FA. NSHC retains the right to reject the addition of such funds to the FA and return the funds to the IHS.

14.3 Services from IHS. Should NSHC determine that it wishes the IHS to provide PSFAs included in this FA for which funding has been identified but not provided, the parties shall negotiate an amendment to the FA to reflect the transfer of responsibilities from NSHC back to the IHS and the pro-rata share of funding for that program, services, function or activity shall be retained by the IHS. Unless otherwise negotiated, IHS will not transfer centrally paid expenses including but not limited to Workers Compensation to any ATHC Co-Signer.

14.4 Due to the Addition of New Programs. Should NSHC determine that it wishes to provide a program, service, function or activity of the IHS not included in this FA, NSHC shall submit a proposal to the IHS to provide such program, service, function or activity. The parties agree to negotiate such a proposal and, should the parties fail to reach agreement, NSHC may submit a final offer in accordance with the Title V procedures set forth in Sections 507(b)-(d) of Title V. A proposal submitted pursuant to this section shall be treated as a request for amendment to the FA and, once approved by the IHS, the Alaska Area Office shall prepare within 30 days an amendment to this FA and the amendment shall be executed through the Area Office and added to the FA.

14.5 Due to Availability of Additional Funding. NSHC shall be eligible for any increases in funding or funding for Medicaid, Medicare, maintenance and improvement, other reimbursements and new programs for which it would have been eligible had it been administering

programs under a self-determination contract, rather than under the ATHC and this FA, and for any other funds that are not restricted by appropriations language for which any Alaska Tribe or tribal organizations may be eligible, including any new funds appropriated for IHS Headquarters and funds passed to Alaska Area as recurring or non recurring funds, and this FA shall be amended to provide for timely payment of such new funds to NSHC. Such amendment shall be originated and prepared within 30 days by the Alaska Area Office and executed through the Area Office in consultation with the Co-Signer.

14.6 Other Adjustments. Upon written authorization by NSHC and agreed to by the IHS, the IHS may reallocate funds retained by the IHS, which are obligated to NSHC, for the purpose of reimbursing the IHS for services or equipment provided to NSHC to assist NSHC in carrying out the terms of the ATHC and this FA.

14.7 General Procedures for Amending or Modifying this FA. Amendments or modifications proposed by NSHC shall be submitted in writing to the IHS Alaska Area Director with a copy to the Office of Tribal Self Governance at IHS. Except as provided with respect to the incorporation of a provision of Title I under Article V, Section 21 [Applicability of Title I Provisions] of the ATHC, or as provided above in paragraphs .1, .2, .3, and .4 of this Section 14 [Amendment or Modification of this FA], a request to amend or modify this FA submitted by NSHC shall be processed in accordance with Sections 507(b)-(d) of Title V and all provisions of those identified sub-sections are incorporated herein for this purpose.

Section 15 – Third Party Recoveries.

Any funds recovered by NSHC through the filing, litigating, or settling a claim against a third party to require that third party to pay for services previously provided to IHS-eligible beneficiaries by NSHC, or for such services previously provided by the IHS in a PSFA now operated by NSHC, shall be the property of the Co-Signer and shall be considered program income to be utilized by NSHC as provided in Article III, Section 7 [Program Income] of the ATHC. Any prospective recovery of funds for such services shall likewise be considered program income to be utilized pursuant to Article III, Section 7 [Program Income] of the ATHC.

Section 16 – Severability.

This FA shall not be considered invalid, void or voidable if any section or provision of this FA is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. Should such a court make such a finding, the parties will seek agreement to amend, revise or delete any such invalid, unlawful or unenforceable section or provision, in accordance with the provisions of the ATHC.

Section 17 – Memorializing Disputes.

The parties to this FA may have failed to reach agreement on certain matters which remain unresolved and in dispute. Such matters may be addressed through the process set forth in Sections 507(b)-(d) of Title V, or, at the option of NSHC, may be set forth in Addendum II to this FA, which shall be identified as “Memorialization of Matters Remaining in Dispute.” This attachment shall not be considered a part of this FA but is attached for the purpose of recording matters in

dispute for future reference, discussion and resolution as appropriate. The NSHC does not waive any remedy it may have under the law with regard to these issues and any others not listed herein.

Section 18 – Title I Provisions Applicable to This FA. As authorized in 25 U.S.C. § 5396(b), NSHC exercises its option to include the following provisions of Title I of the Act as part of this FA, and these provisions shall have the force and effect as if they were set out in full in Title V of the Act.

- 18.1.** 25 U.S.C. § 5304(e) (definition of “Indian Tribe”);
- 18.2.** 25 U.S.C. § 5322(b) (related to grants for health facility construction and planning, training and evaluation);
- 18.3.** 25 U.S.C. § 5322(d)(1) (related to duty of IHS to provide technical assistance);
- 18.4.** 25 U.S.C. § 5324(a)(1) (exemption from Federal procurement and other contracting laws and regulations);
- 18.5.** 25 U.S.C. § 5328(b), (conflicting provisions of law);
- 18.6.** 25 U.S.C. § 5329(c), section 1(b)(8)(F) (screener identification);
- 18.7.** 25 U.S.C. § 5329(c), section 1(b)(9) (availability of funds);
- 18.8.** 25 U.S.C. § 5329(c), section 1(d)(1)(B) (construction of contract);
- 18.9.** 25 U.S.C. § 5329(c), section 1(d)(2) (good faith).

Section 19 – Exemption from Licensing Fees.

In accordance with Section 124 of the IHCA, as amended at 25 U.S.C. § 1616q, employees of the NSHC health programs shall be exempt from payment of licensing, registration, and any other fees imposed by a federal agency to the same extent that officers of the Public Health Service commissioned corps and other employees of the Indian Health Service are exempt from such fees.

Section 20 – Licensure.

Licensed NSHC health professionals will be licensed in accordance with section 221 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621t.

Section 21 – Purchase of Health Coverage.

NSHC may use federal funds for purchase of health care coverage in accordance with section 402 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1642.

Section 22 – Medicare & Medicaid Reimbursements.

22.1 Medicare & Medicaid. NSHC has elected to directly collect Medicare and Medicaid payments as provided in 25 U.S.C. § 1641, as amended. NSHC is obligated and entitled to directly collect and retain reimbursement for Medicare and Medicaid and any other third party payers for services provided under this Agreement in accordance with section 401 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1641 and section 206 of such Act, 25 U.S.C. § 1621e, as amended.

22.2 Recovery Right. NSHC has the right to recover reimbursement from certain third parties of the reasonable charges for health services in accordance with section 206 of the Indian Health Care Improvement Act, as amended at 25 U.S.C. § 1621e.

Section 23 – Federal Insurance. IHS will assist NSHC to obtain information about the coverage, rights and benefits available for its employees under chapters 87 and 89 of title 5, United States Code, the cost of such coverage, rights and benefits (including any options in coverage, rights and benefits that may be available), and the procedures by which NSHC may exercise its rights under Section 409 of the IHCIA, as amended, to have access to such Federal insurance for its employees.

Section 24 – Environmental and Cultural Resources. The National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and related provisions of law require the IHS to review and approve actions resulting in the use or commitment of IHS funds or that affect IHS property, and which may significantly impact the environment or cultural resources. Unless NSHC has assumed these responsibilities under a construction project agreement in accordance with Section 509 of Title V and 42 C.F.R. §§ 137.285-.312, the IHS must carry out these responsibilities and has elected to utilize Appendix H. Where NSHC plans to undertake an action, as described in Appendix H, on IHS owned real property or utilizing IHS funds received through this Funding Agreement, and NSHC has not assumed these responsibilities, NSHC will provide the IHS with a Project Summary Document (see Appendix F) and a completed Environmental Information and Documentation Form (see Appendix G) so that the IHS can accomplish these requirements, and issue a Determination Document (Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONSI)), as soon as possible. All documentation shall be submitted to the IHS as early as possible in the planning phase of the project to prevent delays in the action. No irreversible action can be taken by NSHC until the IHS completes its compliance responsibilities and so advises NSHC with a Determination Document. Pending resource availability, the IHS is available for education and consultation on NEPA, NHPA, and related provisions of law on an as needed basis.

Section 25 – Effective Date and Duration.

This Funding Agreement becomes effective on October 1, 2021, and will remain in effect through the 2024 Federal Fiscal Year or until a subsequent agreement is negotiated and becomes effective pursuant to Article II, Section 12 [Subsequent Funding Agreements] of the ATHC.

**United States of America
Secretary of Department of Health and Human
Services**

By: Evangelyn L. Dotomain -S
Alaska Area Director, Indian Health Service

Digitally signed by Evangelyn L.
Dotomain -S
Date: 2022.11.04 09:32:34 -08'00'

Date: 11/4/22

**Norton Sound Health Corporation On Behalf of
Itself and Certain Alaska Native Tribes,
Identified in Exhibit A of the Compact.**



By: _____
Angie Gorn
President/CEO

10/18/22
Date: _____

2025 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORP
PO BOX 966
NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2025 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2025.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
704 E N ST	001.115.01	3/26/2025	4/25/2025

Property Information

Lot Size: 287123 SF; Lot: 1A; BLK: 116; Subdivision: NOME TOWNSITE; Plat#: 2017-21; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$1,182,900	\$43,278,300	\$44,461,200
Adjustments			
NP - Hospital	-\$390,357	-\$14,281,839	-\$14,672,196
Taxable Value	\$792,543	\$28,996,461	\$29,789,004

For tax year 2025 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full.

A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet April 30 & May 1,2 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to clerksoffice@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone #: (907) 443-6663

Introduction

Properties are assessed so that the costs of schools, public safety, fire protection and other public services are borne in proportion to the value of each

2025 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORPORATION
1000 GREG KRUSCHEK AVE
NOME, AK 99762

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2025 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2025.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
700 E K ST APTS A & B	001.118.07	3/26/2025	4/25/2025

Property Information

Lot Size: 7000 SF; Lot: 7; BLK: 118; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$41,200	\$408,200	\$449,400
Adjustments			
Taxable Value	\$41,200	\$408,200	\$449,400

For tax year 2025 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full. A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet April 30 & May 1,2 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to clerksoffice@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone #: (907) 443-6663

Introduction

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PO BOX 966
NOME, AK 99762

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
711 E 3RD AVE APTS A-C	001.131.01A	3/26/2025	4/25/2025

Property Information

Lot Size: 4950 SF; Lot: 19; BLK: 33; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$29,200	\$512,600	\$541,800
Adjustments NP - Hospital	-\$27,200	-\$488,800	-\$516,000
Taxable Value	\$0	\$0	\$0

For tax year 2025 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full. A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet April 30 & May 1, 2 as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to clerksoffice@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone #: (907) 443-6663

Introduction

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
E 3RD AVE	001.121.32	3/26/2025	4/25/2025

Property Information

Lot Size: 4257 SF; Lot: 12 PTN; BLK: 48; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$25,000		\$25,000
Adjustments			
Taxable Value	\$25,000		\$25,000

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Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to clerksoffice@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone #: (907) 443-6663

Introduction

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2025 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORP

PO BOX 966
NOME, AK 99762

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.085	3/26/2025	4/25/2025

Property Information

Lot Size: 769313 SF; US Survey: MS 1298; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$330,800	\$4,515,400	\$4,846,200
Adjustments			
Taxable Value	\$330,800	\$4,515,400	\$4,846,200

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.130	3/26/2025	4/25/2025

Property Information

Lot Size: 20 AC; US Survey: MS 1800; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$34,200		\$34,200
Adjustments			
Taxable Value	\$34,200		\$34,200

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.125	3/26/2025	4/25/2025

Property Information

Lot Size: 8.5 AC; US Survey: MS 1800; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$18,200		\$18,200
Adjustments			
Taxable Value	\$18,200		\$18,200

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
	192.1.120	3/26/2025	4/25/2025

Property Information

Lot Size: 20 AC; US Survey: MS 1800; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$34,200		\$34,200
Adjustments			
Taxable Value	\$34,200		\$34,200

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
207 W 6TH AVE	001.211.03B	3/26/2025	4/25/2025

Property Information

Lot Size: 13993 SF; Lot: 3A; BLK: 110; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$82,400	\$682,800	\$765,200
Adjustments			
Taxable Value	\$82,400	\$682,800	\$765,200

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
117 W 5TH AVE APTS 101-201	001.221.05A	3/26/2025	4/25/2025

Property Information

Lot Size: 14000 SF; Lot: 3; BLK: 91; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$74,200	\$1,063,900	\$1,138,100
Adjustments			
Taxable Value	\$74,200	\$1,063,900	\$1,138,100

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
W 6TH AVE	001.201.05	3/26/2025	4/25/2025

Property Information

Lot Size: 52436 SF; Lot: 7A; BLK: 127; Subdivision: NOME TOWNSITE; Plat#: 96-02; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$308,800	\$1,204,600	\$1,513,400
Adjustments			
NP - Hospital	-\$288,400	-\$1,204,600	-\$1,493,000
Taxable Value	\$0	\$0	\$0

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
607 DIVISION ST	001.211.03A	3/26/2025	4/25/2025

Property Information

Lot Size: 14000 SF; Lot: 1; BLK: 110; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$82,500	\$2,207,900	\$2,290,400
Adjustments			
Taxable Value	\$82,500	\$2,207,900	\$2,290,400

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Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
1000 E 7TH AVE	190.1.059	3/26/2025	4/25/2025

Property Information

Lot Size: 38.85 AC; Tract: A; Subdivision: NSHC NOME HOSPITAL PARCEL; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$457,300	\$88,600,500	\$89,057,800
Adjustments NP - Hospital	-\$453,642	-\$87,891,696	-\$88,345,338
Taxable Value	\$3,658	\$708,804	\$712,462

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individual property. The property taxes you pay are based on your property's assessed value, as determined by the City Assessor. If you disagree with the Assessor's value, you can appeal that value. Properties are assessed based on constant research for significant facts (sales), which are analyzed to estimate the full and true (fair market) value of your property. Finding the full and true market value involves estimating the price most people would pay for it in the present condition. The Assessor does not create the value – people create value through their transactions in the marketplace. State law requires your property to be assessed at its full and true value each and every year. The Assessor has the legal responsibility to study those transactions and assess your property accordingly. **Values change in the marketplace, whether improvements are made to property or not.** The assessment process is done each year because the market value changes from one year to the next. This publication describes what you should do before you appeal the assessed value; the steps required to file and present a residential assessment appeal; and the role of the local Board of Equalization. If you have questions that are not answered here, you should contact your Assessor or the City Clerk. The information in this publication has been prepared by the Appraisal Company of Alaska which oversees the administration of The City of Nome property tax system. The Assessor's office does not control the total amount of taxes levied. The Assessor's primary responsibility is to determine the full and true value (fair market value) of your property, so that each property pays a proportionate share of the tax burden. A tax rate applied to your property's assessed value determines the amount of tax you pay. The tax rate is determined by the City Council.

Before You File an Appeal

Consult with the City Assessor First - You may not need to file a formal appeal if you talk with staff from the Assessor's office first. The Assessor can:

- Explain your property's assessed value
- Answer questions about the assessment
- Review any additional, pertinent information you may provide

If the Assessor discovers an error, they may be able to reduce your property's assessed value to correct that error. However, you should always submit a written appeal - complete an Administrative Review and Appeal Form. Your appeal must be submitted on a timely basis.

The Role of Board of Equalization (BOE)

The Board of Equalization consists of City Council members convened as an administrative review panel. The purpose of BOE is to settle disputes between the city Assessor and property owners. The Board of Equalization, with proper evidence, can reduce, raise, or confirm a property's assessed value. The Board of Equalization cannot:

- Reduce your property's assessed value simply because you are paying more taxes than your neighbor
- Reduce your taxes due to inability to pay
- Fix the tax rate, levy taxes, or change tax rates
- Grant or deny exemptions
- Extend filing periods
- Rehear an issue already ruled upon

Appeals and Their Filing Deadlines

To appeal the assessed value of your property, you must file an *Administrative Review and Appeal Form*. Appeals will be accepted only within a certain time period; late applications will not be accepted, unless evidence of unforeseen circumstances is provided and the BOE will review it. To be valid, appeals must be filed on the official form. To obtain the appeal form, contact the City Clerk. To be valid, your appeal must contain all the following information:

1. Applicant's Information: Property owner's name, mailing address, telephone number
2. Property Identification: Enter the applicable property identification information from your assessment notice
3. Value: You must enter the value for both the Assessor's value and your opinion of value
4. **Reasons for Filing an Appeal**
 - a. **Decline in Value** - the market value of your property has decreased and is no longer as high as the assessed value. **Reminder: your appeal must be based on your property's market value as of January 1 of the year in which you are appealing and is effective only for the year being appealed**
 - b. **Change in Ownership** - The market value of your property based upon a change in ownership is less than the Assessor's value.
 - c. **New Construction** - The market value of your property based upon completion of new construction is less than the Assessor's value, or the value of any construction in progress as of January 1 is incorrect.
 - d. **Calamity Reassessment** - The reduced value from the Assessor's reassessment of your property damaged by a misfortune or calamity is incorrect.
 - e. **Change in Inventory** - Incorrect value(s) on escaped property (property not originally assessed or those that were under assessed).
5. Reasons such as "Value is too high", "Nothing has been improved", "I just disagree", "Value changed too much in one year", "Taxes are too high", etc. are not reliable; all assertions must be supported by facts.
6. Written Findings of Facts: Provide Assessor with supporting facts and documents that support your reason for appealing the assessed value, for example photos if there is damage to the property, sales information, appraisal report, engineering report, etc.

Under Alaska State law, THE APPELLANT BEARS THE BURDEN OF PROOF. The only grounds for adjustment of assessment are proof of unequal, excessive, improper, or under valuation based on facts that are stated in a valid written appeal or proven at the appeal hearing. If a valuation is found to be too low, the Board of Equalization may raise the assessment. Alaska Statute 29.45.210(b)

Evidence to Support Your Opinion of Your Property's Value

There are three basic methods used by Assessors to determine the value of property: comparable sales of similar property approach; replacement cost less depreciation approach; and income approach. In most residential appeals, the most reliable type of evidence to support your opinion of "fair market value" is the sale of properties similar to yours. These are called "comparable properties." In a residential appeal the best evidence of market value is sale price, the sale price of the subject property, and of similar properties. Commercial properties may require rent rolls, leases, and income and expense information.

Before you begin to gather evidence about comparable properties, you should gather information about your own property. Determine the age, building size(s), lot size, and so forth for your property first, and then compare that information with the Assessor's information for your property. You can obtain information about your property by contacting the City Clerk.

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CORRECTED

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
711 E 3RD AVE APTS A-C	001.131.01A	3/26/2025	4/25/2025

Property Information

Lot Size: 4950 SF; Lot: 19; BLK: 33; Subdivision: NOME TOWNSITE; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$29,200	\$512,600	\$541,800
Adjustments			
Taxable Value	\$29,200	\$512,600	\$541,800

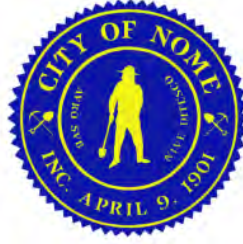
For tax year 2025 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full. A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet April 30 & May 1, 2, as needed.

Please submit your written appeal to the City Clerk's Office at City Hall or send to PO Box 281 Nome AK 99762 or send via email to

dgrimmer@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone #: (907) 443-6663 Fax#: (907) 443-5345

2025 ASSESSMENT NOTICE



NORTON SOUND HEALTH CORP
PO BOX 966
NOME, AK 99762

CORRECTED

This is NOT a Tax Bill.

It is a notification of the value of property pursuant to Alaska Statute 29.45.170, owned by you or in your control as of January 1, 2025 and subject to City property tax. Your bill will be determined by the mill rate, which is set by the City Council at their regular meeting on the fourth Monday of May 2025.

Property Address	Parcel Number	Date Of Mailing	Appeal Deadline
W 6TH AVE	001.201.05	3/26/2025	4/25/2025

Property Information

Lot Size: 52436 SF; Lot: 7A; BLK: 127; Subdivision: NOME TOWNSITE; Plat#: 96-02; District: Nome - 201

Current Assessment

	Land	Improvement	Total Assessment
Assessment	\$308,800	\$1,204,600	\$1,513,400
Adjustments			
Taxable Value	\$308,800	\$1,204,600	\$1,513,400

For tax year 2025 the first one-half installment of the tax is due on or before July 31 and will be delinquent on August 1. The second half installment of the tax is due on or before October 31 and will be delinquent on November 1. Payment must be received by the City of Nome on or prior to the due date to be considered timely. If the first installment is not paid in full by the due date, the unpaid balance of that installment becomes delinquent and penalty, interest and costs accrue. A penalty of 8% on the unpaid balance of the tax installment will be added to the delinquent balance. Interest at 8% per annum shall accrue on the unpaid balance of delinquent taxes from the due date until paid in full. A person whose name appears as the owner of record on the assessment notice or his agent or assigns may appeal to the Board of Equalization for relief from an alleged error in the above stated valuation. Written appeals must be submitted to and received at the City Clerk's Office within thirty (30) days after the date of this mailing. The final date for appeal is thirty (30) days after postmark of this notice. (NCO 17.20.050; AS 29.45.190). The Board of Equalization will meet April 30 & May 1, 2, as needed.

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dgrimmer@nomealaska.org. Please Contact the Clerk's Office with any questions.

City of Nome
PO Box 281 Nome, AK 99762
Phone #: (907) 443-6663 Fax#: (907) 443-5345

Presented By:
City Manager

Action Taken:
Yes _____
No _____
Abstain _____

CITY OF NOME, ALASKA

ORDINANCE NO. O-24-06-01 (Amended)

AN ORDINANCE TO ESTABLISH, APPROVE, AND ADOPT THE FY 2025 CITY OF NOME GENERAL FUND MUNICIPAL BUDGET AND EXERCISING THE POWER TO ASSESS AND AUTHORIZE THE LEVY OF A GENERAL PROPERTY TAX

SECTION 1.

This is a non-Code ordinance.

SECTION 2.

WHEREAS, the City Manager of Nome has submitted to the Nome Common Council a proposed budget for fiscal year 2024 pursuant to A.S.29.20.500(3); and,

WHEREAS, the Nome Common Council has reviewed said budget and determined that \$17,948,567.33 is a necessary and appropriate sum for the General Fund Municipal Budget; and

WHEREAS, it is in accordance with sound and efficient municipal management principles that the Nome Common Council should have the power to transfer funds from one fund to another, from one department to another, and from the Contingency Fund to any other fund or department by ordinance; and that the City Manager should have the power to transfer funds from one object code to another object code within a department and within a capital improvement project; and,

WHEREAS, the total sum of revenue obtainable from resources other than a municipal property tax or fund balance appropriation is \$10,694,443.74; and,

WHEREAS, a fund balance appropriation of \$2,255,600.97 is required to balance the FY 2025 budget; and,

WHEREAS, the Assessor has advised the City Manager of the total assessment valuation of all taxable property within the city, said total being \$380,363,400; and,

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

SECTION 1.

(A) The sum of \$17,813,567.33 is hereby approved and appropriated for the General Fund Municipal Budget for the City of Nome for Fiscal Year 2025.

SECTION 2.

- (A) The Nome Common Council shall have the power to transfer approved and appropriated budget money from one fund to another; from one department to another; and from the Contingency Fund to any other fund or department by ordinance.
- (B) The City Manager shall have the power to transfer from one object code to another object code within a department and within a capital improvement project.

SECTION 3.

- (A) General Fund Municipal Budget for the Fiscal Year 2025 shall rise by a levy of **11.5 mills** upon taxable real and personal property within the City of Nome.

APPROVED and SIGNED the 10th day of June, 2024.


JOHN K. HANDELAND
Mayor

ATTEST:


DAN GRIMMER
City Clerk

FY2025 Approved Budget General Fund Revenue		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
General Tax Collections									
11.3310.0001	Property Tax	4,027,149.15	3,814,426.49	4,133,654.70	3,754,767.08	4,031,398.35	3,904,881.75	4,374,179.10	Taxable Base post-BOE 380,363,400 / 11.5 mills (Compared to 2023 post-BOE @ 383,895,700)
11.3310.0002	Personal Property Tax	547,489.22	499,295.46	545,219.84	440,315.41	484,823.17	484,770.67	489,343.52	Taxable Base post-BOE 42,551,610 / 11.5 mills (Compared to 2023 post-BOE @ 46,168,635)
11.3310.0003	Deferred Prop Tax	(9,931.36)	(48,536.85)	(49,616.02)	-	-	-	-	Total 2024 Tax Base \$ 422,915,010; 1 mill is approx. \$422,915.01
11.3310.0004	Prop Tax Exempt Redempt	-	-	-	-	-	-	-	
11.3310.0005	Sales Tax	5,902,073.32	6,086,867.12	6,633,635.93	4,983,875.31	6,800,000.00	6,900,000.00	6,950,000.00	
11.3310.0006	Hotel/Motel Tax	118,588.80	185,671.47	208,717.96	173,562.61	175,000.00	220,000.00	220,000.00	
11.3310.0007	Sales Tax - Other	2,919.94	6,124.33	8,368.03	6,517.05	10,000.00	10,000.00	10,000.00	
11.3310.0008	Sales Tax - AK Remote Sellers		426,165.16	551,217.53	367,089.49	550,000.00	600,000.00	620,000.00	
Tax Penalties & Interest									
11.3319.0001	Real Property-Penalty	32,095.71	48,426.83	40,048.33	41,348.39	40,000.00	45,000.00	45,000.00	
11.3319.0002	Real Property-Interest	29,533.83	24,721.71	17,387.69	10,424.25	20,000.00	20,000.00	20,000.00	
11.3319.0003	Personal Property-Penalty	2,849.58	4,186.14	8,668.25	9,719.19	4,000.00	10,000.00	9,000.00	
11.3319.0004	Personal Property-Interest	1,561.90	1,741.16	2,386.10	4,922.10	2,000.00	4,000.00	4,000.00	
11.3319.0005	Sales Tax-Penalty	9,106.37	9,105.21	19,279.31	27,388.73	9,500.00	24,500.00	25,000.00	
11.3319.0006	Sales Tax-Interest	2,038.27	1,902.95	3,288.43	6,119.60	2,000.00	6,000.00	6,000.00	
11.3319.0007	Pers & Real Pen & Int Pr Yr	-	-	-	-	-	-	-	
Permits Licenses & Fees									
11.3320.0001	Vehicle/ATV License	35,752.12	34,033.56	36,346.44	18,930.84	32,500.00	35,000.00	35,000.00	
11.3320.0002	Chauffeur License	1,200.00	675.00	700.00	550.00	600.00	600.00	600.00	
11.3320.0003	Animal License/Clinic	5,185.00	4,090.00	2,785.00	7,645.00	5,000.00	4,000.00	6,000.00	
11.3320.0004	Election Candidate Fees	160.00	200.00	160.00	120.00	200.00	120.00	200.00	
11.3320.0005	Health & Sanitation Cert	260.00	260.00	188.75	209.75	270.00	270.00	270.00	27 @ \$10
11.3320.0006	Sales Tax Collection Lcns	-	25.00	-	100.00	-	50.00	-	
11.3320.0007	Business Lcns: Transient, Other	300.00	1,735.00	5.00	1,200.00	1,500.00	1,500.00	1,250.00	
11.3320.0008	Bed Tax Collection License	15.00	30.00	58.86	60.00	30.00	60.00	75.00	
11.3320.0009	Nome Landfill Maint Fees	328,370.51	322,207.78	324,758.70	247,206.69	325,000.00	325,000.00	325,000.00	
11.3320.0010	Correctional Facilty Permit	-	-	-	-	-	-	-	
11.3320.0011	Taxi Vehicle License Fee	1,600.00	600.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	6 @ \$100 Taxi, 5 @ \$100 Bus
11.3320.0012	Pull Tab Sales License	1,300.00	1,100.00	900.00	700.00	1,300.00	1,300.00	1,300.00	13 @ \$100
11.3320.0013	Resale Certificate	3,450.00	4,050.00	3,450.00	1,950.00	3,750.00	3,750.00	3,750.00	25 @ \$150
11.3320.0014	Moving, Land Use, Demo Permits	4,200.00	845.96	1,666.16	1,466.16	2,000.00	2,000.00	1,500.00	
11.3320.0015	Building Permits	37,880.91	16,801.70	26,279.60	32,334.99	4,000.00	40,000.00	12,000.00	\$600k-\$700k
11.3320.0016	Mechanical/Electric Permit	775.00	573.10	150.00	-	500.00	500.00	250.00	
11.3320.0017	Remodeling Permit	19,423.25	18,517.36	20,796.44	11,568.39	4,000.00	15,000.00	5,000.00	\$600k-\$700k
11.3320.0018	Excavation/Fill Permit	1,750.00	1,397.05	1,175.00	800.00	1,750.00	1,750.00	1,500.00	
11.3320.0019	Mining/Watershed Permit	-	-	-	-	-	-	-	
11.3320.0020	Cemetery Fees	6,500.00	7,600.00	8,700.00	4,500.00	7,000.00	7,000.00	7,000.00	
Shared Revenue/Municipal Assistance									
11.3335.0001	Dept Rev Liquor Licenses	-	19,400.00	5,850.00	-	15,000.00	15,000.00	10,000.00	F23 1st Half Pmt \$3,850
11.3335.0003	Dept Rev Raw Fish	-	-	-	-	-	-	-	
11.3335.0004	Dept Rev Amusement License	-	-	-	-	-	-	-	
11.3335.0005	Muni Assist - Rev Sharing	76,241.41	121,290.60	128,102.53	119,824.25	75,371.88	119,824.25	75,655.62	Estimated from the State
11.3335.0007	St Shared Revenue-Energy\$	-	-	-	-	-	-	-	
11.3335.0008	Federal / State Fiscal Relief	-	-	73,927.00	-	-	-	-	
11.3335.0009	Empl PERS On-Behalf Relief	317,952.07	318,634.64	130,545.32	-	-	-	-	

FY2025 Approved Budget General Fund Revenue		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.3335.0010	Empty Relief PSR Lifelns	-	-	-	-	-	-	-	
11.3335.0020	Dept Ed OWL Internet	2,400.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	2,040.00	
Payment in Lieu of Tax/Pilot									
11.3336.0003	NW College In Lieu of Taxes	-	-	-	-	-	-	-	
11.3336.0004	BLM In Lieu of Tax 198Acres	-	-	-	-	-	-	-	
11.3336.0005	PILT Unorganized Areas	508,874.10	523,215.18	515,069.92	542,616.16	515,000.00	542,616.16	550,000.00	
11.3336.0006	Nome Joint Utility PILT	250,000.00	250,000.00	250,000.00	125,000.00	250,000.00	250,000.00	250,000.00	
11.3336.0007	Port of Nome PILT	72,311.85	66,767.40	66,749.40	58,405.73	61,186.95	58,405.73	63,968.18	Assessed Value \$5,562,450 x Mill Rate
11.3336.0008	Nome School PILT	624.62	576.58	576.58	-	528.53	504.50	552.55	Assessed Value \$48,048 x Mill Rate
11.3336.0009	Nome Eskimo Comm PILT	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
11.3336.0010	Bering Vue PILT	22,490.15	24,140.12	15,814.31	-	24,000.00	18,000.00	18,000.00	
11.3336.0011	Bering Strts Reg Housing PILT	27,808.80	34,113.20	33,829.46	-	33,000.00	33,000.00	34,000.00	
Charge for Services									
11.3340.0001	Abatement/Foreclosure Fees	3,021.43	366.60	-	-	1,000.00	1,000.00	500.00	
11.3340.0002	Failure 2 Remove Snow Fee	-	-	-	-	-	-	-	
11.3340.0003	StAk Reimb Dog # Self Move	-	-	-	-	-	-	-	
11.3340.0004	Project Admin Fee	-	-	-	-	-	-	-	
Copies, Plat, Court Fees					-				
11.3341.0001	Maps,Copies,Apparel,Pubs	1,029.13	1,266.85	1,078.06	2,053.48	1,250.00	3,000.00	2,500.00	
11.3341.0002	Variance, Plats, Zoning,Vacant	1,250.00	775.00	325.00	1,100.00	1,000.00	1,600.00	1,500.00	
11.3341.0003	Banking/ NSF Check Fees	-	-	-	-	500.00	500.00	250.00	
11.3341.0004	Notary Fee	-	-	-	-	-	-	-	
11.3341.0005	Credit Card Service Fees	-	-	-	-	-	-	-	
11.3341.0006	Restitution	20.86	-	-	-	-	-	-	
11.3341.0007	Records Request Fee			-	385.25	-	250.00	500.00	
Public Safety Special Svs									
11.3342.0001	Police Services, Protective	5,250.00	250.00	60.00	-	1,500.00	1,000.00	500.00	
11.3342.0002	Nome Police Patches	-	-	-	-	-	-	-	
11.3342.0003	Prints,Photos,Reports	6,163.70	1,400.00	2,120.00	1,280.00	2,000.00	2,000.00	2,000.00	
11.3342.0004	Alarm Monitor User Fees	1,600.00	600.00	600.00	-	600.00	600.00	600.00	
11.3342.0005	Ambulance Fees/SEMT Funds	412,293.43	248,537.94	342,219.17	233,405.95	360,000.00	288,000.00	150,000.00	\$100k FY23 SEMT Reimb / Amb Fees from AR
11.3342.0006	Ambulance Accts - Contract Adj	(173,580.33)	(141,468.29)	(104,018.46)	(66,150.16)	(125,000.00)	(92,500.00)	(25,000.00)	
11.3342.0007	MOA Dispatch Trooper,Bldg Rent	-	-	-	-	-	-	-	
11.3342.0008	Sale of Police Weapons	-	-	-	-	-	-	-	
Recreation									
11.3347.0001	NRC Passes	41,701.72	68,318.77	82,491.64	65,764.03	80,000.00	80,000.00	80,000.00	
11.3347.0003	NRC Open Bowling	1,160.13	1,180.92	2,546.21	1,485.68	2,000.00	2,000.00	2,000.00	
11.3347.0004	NRC League Bowling	-	-	76.19	1,200.00	1,000.00	1,000.00	1,200.00	
11.3347.0005	NRC Shoe Rental	142.79	148.37	227.83	131.40	150.00	150.00	150.00	
11.3347.0006	NRC Admissions	15,458.53	40,903.01	59,177.85	39,710.94	42,000.00	50,000.00	50,000.00	
11.3347.0009	NRC Instructional Classes	-	-	-	-	-	-	-	
11.3347.0010	NRC Equipment Rent	814.51	1,882.81	6,152.43	3,394.83	4,500.00	4,500.00	4,500.00	
11.3347.0011	NRC Court & Gym Rental	7,829.98	34,051.58	48,614.97	54,970.28	35,000.00	47,500.00	55,000.00	
11.3347.0012	NRC Membership Fees	14,263.12	21,039.61	24,061.72	21,953.62	20,000.00	25,000.00	25,000.00	
11.3347.0013	NRC Locker Rental	1,519.54	3,040.94	3,693.54	3,015.14	6,000.00	3,500.00	3,500.00	
11.3347.0015	NRC Sponsor Fees	-	4,750.01	8,525.00	6,881.19	7,000.00	7,000.00	7,500.00	
11.3347.0016	NRC Player Fees	-	6,052.36	13,288.08	12,245.29	12,500.00	12,500.00	13,500.00	
11.3347.0017	NRC Youth Activity Fees	-	-	1,085.71	347.62	3,000.00	3,000.00	3,000.00	
11.3347.0018	NRC Resale - Food, Vending, Sp	4,351.59	12,642.69	18,686.37	17,163.91	16,000.00	18,000.00	18,000.00	
11.3347.0019	NRC Bowling Lane Rental	1,212.95	1,579.05	3,108.57	3,233.77	3,000.00	3,000.00	3,500.00	
11.3347.0020	NRC Bowling/Dining Fac Rental	-	5,400.00	3,300.00	866.67	6,000.00	3,300.00	3,000.00	

FY2025 Approved Budget General Fund Revenue		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Nome Swimming Pool									
11.3348.0001	Pool Passes	2,967.39	1,291.38	1,646.99	315.00	3,500.00	875.00	3,000.00	
11.3348.0006	Pool Admissions	409.94	6,717.78	5,791.78	-	3,500.00	875.00	6,500.00	
11.3348.0009	Pool Swim Programs/Lessons	-	3.80	-	-	1,750.00	437.50	1,750.00	
11.3348.0010	Pool Equipment Rental	106.18	388.57	295.24	-	500.00	125.00	400.00	
11.3348.0011	Pool Facility Rental	7,121.41	19,865.18	13,983.53	-	12,000.00	3,000.00	15,000.00	
11.3348.0013	Pool Locker Rental	-	442.85	314.28	-	500.00	125.00	500.00	
11.3348.0014	Pool Resale - Food, Equipment	726.76	1,030.61	863.81	-	1,250.00	312.50	1,250.00	
Museum & Library									
11.3350.0002	Library Use Fees, Copies	-	666.62	1,000.68	843.77	1,000.00	1,000.00	1,000.00	
11.3350.0004	Museum Admissions	-	410.00	553.05	10.00	1,500.00	1,500.00	-	Please see Museum donation line item
11.3350.0005	Museum Concessions	-	5,179.04	5,063.87	3,641.73	5,000.00	5,000.00	5,000.00	
11.3350.0006	Museum Memberships	-	-	-	-	-	-	-	
Fines & Forfeitures									
11.3351.0001	Police & Court Fines	1,476.20	1,871.00	656.90	1,144.50	2,000.00	2,000.00	1,500.00	
11.3351.0002	Animal Fine,Dispose,Adoption	325.00	-	150.00	230.00	500.00	500.00	500.00	
11.3351.0003	Library Fine, ILL Return Fee	-	-	-	83.92	500.00	500.00	250.00	
11.3351.0004	Bldg Mtnc Permit Fines	-	-	-	-	-	-	-	
Investment & Interest Earnings									
11.3361.0003	Interest Income	20,806.24	4,811.12	194,980.83	224,057.24	280,000.00	310,000.00	285,000.00	GF Sweep \$200,000; Investment Est @ 5% \$85,000
11.3361.0004	Interest Earn Sif Ins/Eq	16,695.83	763.48	10,214.31	45,908.59	39,500.00	39,500.00	43,450.00	
11.3361.0005	Interest Earn Mielke	-	-	-	-	-	-	-	
11.3361.0006	Interest Earnings - Leases	-	28,237.16	25,909.95	-	26,000.00	26,000.00	26,000.00	
11.3361.0009	Interest Earn Landfill \$\$	28,590.10	4,753.33	85,243.07	120,155.09	80,000.00	80,000.00	161,000.00	
11.3361.0010	Interest Earn School Loan	-	-	-	-	-	-	-	
11.3361.0013	Interest Earn PERS Reserve	12,548.47	831.95	12,516.46	30,902.97	35,000.00	35,000.00	44,700.00	
Building, Equipment, Land Lease Rents									
11.3363.0001	Equipment Rental/Use	118,409.78	275.00	19,337.60	-	1,000.00	40,000.00	25,000.00	
11.3363.0002	GGG Building/Space Rent	-	-	-	-	-	-	-	
11.3363.0003	Building Rental MCC	22,018.03	8,400.75	6,355.25	9,265.19	10,000.00	10,000.00	10,000.00	
11.3363.0004	Gold Hill Tutit Ininat	-	-	-	-	-	-	-	
11.3363.0005	Building Rental Old St Joe	596.75	6,437.52	7,849.19	9,647.69	10,000.00	10,000.00	10,000.00	
11.3363.0006	Atlas Tower 1	-	-	-	-	-	-	9,000.00	O-23-11-03
11.3363.0008	WM Caldwell Armory Lease	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
11.3363.0009	Nome Cablevision Lease	6,258.74	8,309.45	8,309.48	8,840.83	8,310.00	8,310.00	8,500.00	
11.3363.0011	Public Health Svs Lease	-	-	-	-	-	-	-	
11.3363.0012	FAA New Zealand Instru LS	1,806.39	1,806.39	1,806.39	1,806.39	1,806.39	1,806.39	1,806.39	
11.3363.0013	FAA Newton Peak Lease	125.00	125.00	125.00	125.00	125.00	125.00	125.00	
11.3363.0015	Recycle Center Royalty	-	2,495.16	-	-	-	-	-	
11.3363.0016	Animal Shelter Royalty	-	-	-	-	-	-	-	
11.3363.0017	Rent/Lease	122,049.92	121,363.44	139,308.44	144,902.26	126,500.00	135,000.00	150,000.00	\$120,500 RFB Rent, \$24,000 Officer Apartment, \$18,000 Warren PL GASB 87 (\$13,207)
Donations & Contributions									
11.3365.0001	Donations - C McLain Museum	1,000.00	1,332.00	3,456.50	4,772.00	2,500.00	7,500.00	6,000.00	
11.3365.0002	Donations - Library	3,000.00	7,500.00	8,000.15	9,000.00	4,000.00	6,000.00	6,000.00	
11.3365.0006	Contributions NJU Lobbyist	-	-	-	-	-	-	-	
11.3365.0007	Contribution NJU Energy Consul	-	-	-	-	-	-	-	
11.3365.0008	Contrib NVFD Equip,Fireworks	-	5,000.00	400.00	-	-	-	-	
11.3365.0011	Donations-Belmont Pt Cemetery	-	100.00	-	-	-	-	-	
11.3365.0012	Donations - Parks	-	-	-	-	-	-	-	
11.3365.0013	Donations - Visitor Info Cnter	-	-	-	-	-	-	-	
11.3365.0014	Donations - Public Safety, EMS	30,811.00	30,500.00	16,736.00	2,550.00	30,000.00	5,000.00	1,000.00	
11.3365.0015	Donations - Clerks Office	-	-	-	-	-	-	-	

FY2025 Approved Budget General Fund Revenue		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.3365.0016	Donations - Pub Wrks Bldg	-	-	-	-	-	-	-	
11.3365.0017	Donations - Recreation Ctr	-	-	5,450.00	-	-	-	-	
11.3365.0018	Donations - Animal Shelter	-	-	-	-	-	-	-	
11.3365.0019	Donations - Clean Up	1,000.00	-	2,000.00	1,000.00	2,000.00	2,000.00	2,000.00	
11.3365.0020	Donations - PWKS Roads	-	-	-	-	-	-	-	
11.3365.0021	Donations - Pool	-	-	-	-	-	-	-	
11.3365.0022	Donations - Housing Support	-	-	20.00	-	-	-	-	
Sale of General Fixed Assets									
11.3392.0001	Sale of Property/Easement	46,119.73	292,960.47	155,800.00	42,400.00	-	42,400.00	-	
11.3392.0002	Sale of Equipment, Supply,Ins	-	6,500.00	-	-	-	-	-	
11.3392.0003	Sale Equipment Police	-	-	-	1,250.00	-	1,250.00	-	
11.3392.0004	Sale Equipment Rec Center	-	-	-	-	-	-	-	
Transfers - Interfunds									
11.3888.8810	Transfers In - Debt Service	-	-	-	-	-	-	-	
11.3888.8820	Transfers In - Other Funds	-	-	-	-	-	-	-	
Proceeds from Issuance of a Lease/Insurance									
11.3393.0001	Proceeds: Issuance of Leases		48,254.17	-	-	48,500.00	48,500.00	48,500.00	GASB 87 Placeholder
11.3393.0002	Proceeds: Insurance				114,120.12		114,120.12	100,000.00	Estimated Public Works Insurance Proceeds split between General Fund and Capital Projects
Fund Balance Appropriation									
11.3999.9992	Fund Bal Approp Carry Forward		-	-	-	-	-	-	
11.3999.9993	Fund Bal Approp PERS Reserve	-	-	-	-	-	-	-	
11.3999.9994	Fund Bal Equip Rplc-NPD+Mayor	-	-	-	-	-	-	-	
11.3999.9995	School Constr Fund Approp	-	-	-	-	-	-	-	
11.3999.9996	Fund Bal Approp Port Loan	-	-	-	-	-	-	-	
11.3999.9997	Fund Bal Approp Landfill	-	-	-	-	-	-	-	
11.3999.9998	Fund Bal Approp Equip/Vehicle	-	-	-	-	185,000.00	357,000.00	188,900.00	
11.3999.9999	Fund Balance Appropriation	-	-	-	-	1,672,773.46	2,743,367.88	2,066,700.97	
Total Revenue:		13,184,272.46	13,767,858.85	15,027,040.18	12,187,289.35	16,574,364.73	18,214,073.45	17,813,567.33	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Legislative									
11.6110.1101	Salaries - Mayor & Council	4,500.00	4,450.00	4,500.00	3,750.00	4,500.00	4,500.00	4,500.00	1 Mayor, 6 Councilmen
11.6110.1421	Health Insurance-Mayor&Council	51,390.01	50,410.78	57,950.06	49,998.15	66,792.36	58,865.35	54,811.20	
11.6110.1431	Life Insurance-Mayor&Council	844.92	830.13	724.28	587.69	701.28	705.51	706.92	
11.6110.1441	FICA/Medicare- Mayor & Council	344.63	340.81	344.64	287.20	344.25	344.25	344.25	
11.6110.1461	PERS - Mayor & Council	632.96	503.52	257.02	165.00	198.00	198.00	198.00	
11.6110.1471	Workers' Comp Insurance	18.00	13.82	12.82	13.05	13.05	13.05	16.20	
	Subtotal Salaries & Benefits:	57,730.52	56,549.06	63,788.82	54,801.09	72,548.94	64,626.16	60,576.57	
11.6110.1520	Vehicle Insurance	909.00	-	-	-	-	-	-	
11.6110.1530	Property/Building Insurance	808.75	1,043.00	1,288.75	1,709.00	1,709.00	1,709.00	1,946.50	
11.6110.1540	Public Official Insurance/Bond	28,160.64	33,660.26	41,261.03	52,424.32	56,619.84	56,619.84	61,272.32	Shared Cost with Non-Dept.
11.6110.1850	Lobbying	18,750.00	21,750.00	21,250.00	37,450.00	36,250.00	37,450.00	37,450.00	LCIA \$17k x 5mo = \$85k @ 25%/ Windward \$5400k x12 mo = \$64800k @ 25%
11.6110.1870	Other Professional/Contract Sv	1,239.49	1,605.74	1,375.61	711.53	3,500.00	3,500.00	2,500.00	Canon \$825, Boynton \$160, PK Electric, GCSIT, ICE Help Desk \$2500.
11.6110.1930	Expense Account	-	-	-	480.00	500.00	500.00	500.00	Iditarod Banquet Tickets
11.6110.1940	Advertising	198.90	306.00	1,037.00	2,206.20	1,000.00	2,000.00	2,000.00	
11.6110.2010	Communications	385.99	859.40	458.24	314.89	450.00	450.00	450.00	NJUS Phone x1 / Internet x1 - Billed quarterly
11.6110.2012	Computer Network/Hardware/Soft	2,999.34	89.22	84.00	2,872.06	2,000.00	2,000.00	1,250.00	MSDSOnline \$110, Municode, ICE \$1000
11.6110.2020	Dues & Memberships	4,468.00	4,601.00	4,510.04	4,450.37	4,701.00	4,701.00	4,701.00	AML Member Dues \$4,351, Conf of Mayors \$100, NLC Affiliate Dues \$230
11.6110.2030	Travel & Training - Mayor	250.00	-	1,230.42	1,036.77	4,000.00	2,000.00	4,000.00	
11.6110.2031	Travel & Training - Council	800.00	650.00	4,908.61	125.00	4,000.00	2,000.00	4,000.00	NEO, AML Conference
11.6110.2070	Office Supplies	217.31	-	-	-	-	-	-	
11.6110.2071	Operating Supplies	1,785.88	1,388.47	1,628.83	1,921.26	1,800.00	1,700.00	1,800.00	4th of July Street Games \$500, Boynton Copy Fees \$500, Food Expenses - meetings/ws dinners
11.6110.3010	Sponsorship/Donation/Contrib	5,850.00	26,000.00	19,655.00	21,240.00	26,000.00	26,000.00	26,000.00	Facility Waivers, Tax Forgiveness
11.6110.4010	Gas & Oil Supplies	364.52	-	-	-	-	-	-	
11.6110.4020	Vehicle/Eq Parts & Supply	30.05	-	-	-	-	-	-	
11.6110.4030	Vehicle/Eq Maintenance	243.00	-	-	-	-	-	-	
11.6110.4040	Vehicle Regis & Permits	-	-	-	-	-	-	-	
11.6110.4050	Small Tools & Equipment	-	-	-	-	-	-	-	
11.6110.4060	Tools & Eq Repair & Maint	-	-	-	-	-	-	-	
11.6110.7001	Salaries - Legis (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6110.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6110.7005	Building Maint Contracts	160.32	476.25	51.87	228.39	150.00	300.00	300.00	Yukon Fire Annual Fire inspection \$75 , SOA Boiler Cert \$30
11.6110.7010	Bldg Maint Materials & Supply	665.10	1,694.04	7,994.17	461.83	2,500.00	1,000.00	3,000.00	Interior Changes during HVAC Project
11.6110.7011	Janitorial Services & Supplies	96.85	1,084.74	116.63	106.79	400.00	400.00	250.00	
11.6110.7020	Building Utilities 25%	-	-	-	-	-	-	-	
11.6110.7021	Utilities - Electric	4,591.69	5,534.10	6,472.80	4,450.11	6,500.00	6,000.00	5,800.00	
11.6110.7022	Utilities - Water	554.30	538.80	529.50	656.70	550.00	550.00	540.00	
11.6110.7023	Utilities - Sewer	264.19	245.55	234.36	453.94	250.00	250.00	240.00	
11.6110.7024	Utilities - Garbage	217.10	215.70	226.09	185.79	230.00	230.00	230.00	
11.6110.7025	Utilities - Heat	2,465.47	3,004.97	5,601.95	3,710.78	4,080.00	7,803.00	4,974.41	8,500 gal (8,500 x \$4.59 = \$39,015 x .51 = \$19,897.65 x 25%)
11.6110.8030	Machinery & Equipment	-	-	-	6,486.52	-	-	-	
	Total Legislative:	134,206.41	161,296.30	183,703.72	198,483.34	229,738.78	221,789.00	223,780.80	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Administration									
11.6210.1101	Salaries - City Manager, Asst City Manager	92,695.33	157,986.23	163,006.43	131,409.44	265,149.14	184,423.93	309,978.52	1 Manager - Exempt, 1 Asst. Manager Exempt
11.6210.1102	Salaries - Executive Asst, HR	44,031.64	144,937.27	148,367.44	126,120.12	173,568.32	179,858.26	283,934.00	1 Exec Assistant, 1 HR Manager, 1 Project Manager
11.6210.1103	Salaries - Finance	191,694.23	277,511.34	289,242.25	225,482.66	304,575.12	279,589.63	265,076.80	1 Fin Dir, 1 Asst Fin Dir, 1 Acctg Tech, 1 Acctg Clerk 50% FIN, 1 OM/Acctg Tech 50% FIN, 1 Acctg Tech II 20% FIN, 1 Acctg Tech 8Hr per week - shared with EMS (20% Cost Share with Port)
11.6210.1201	Salaries - Overtime	20,267.93	6,095.58	3,540.65	11,336.52	5,000.00	15,000.00	5,000.00	
11.6210.1411	Accrued Personal Lv Mgr	2,753.85	2,682.00	3,211.17	7,133.07	3,738.41	9,133.07	8,458.45	
11.6210.1412	Accrued Personal Lv Admin/HR	-	-	-	-	2,181.63	2,181.63	7,257.24	
11.6210.1413	Accrued Personal Lv Finance	733.93	6,347.18	6,584.45	31,914.21	9,599.87	29,980.76	8,763.81	
11.6210.1421	Health Insurance - Admin	56,678.64	117,386.95	140,794.29	92,869.71	187,180.47	125,482.14	155,426.40	
11.6210.1431	Life Insurance - Admin	558.77	736.79	366.95	705.42	989.05	785.73	1,038.31	
11.6210.1441	FICA/Medicare - Admin	26,959.69	45,489.84	46,211.29	40,269.40	57,244.38	53,008.38	65,712.67	
11.6210.1461	PERS - Admin	109,420.83	165,351.43	147,354.60	108,244.21	164,624.33	149,083.94	188,977.54	
11.6210.1471	Workers' Comp Ins - Admin	1,010.18	1,519.84	1,780.26	2,097.67	2,170.05	2,170.05	3,092.36	
	Subtotal Salaries & Benefits:	546,805.02	926,044.45	950,459.78	777,582.43	1,176,020.77	1,030,697.52	1,302,716.10	
11.6210.1520	Vehicle Insurance	874.00	909.00	1,737.09	957.00	957.00	957.00	2,500.00	2022 Ford Expedition, 316, 2024 Ford Expedition, 99 Sub
11.6210.1530	Property/Building Insurance	1,617.50	2,086.00	2,577.50	3,418.00	3,418.00	3,418.00	3,893.00	
11.6210.1540	Public Official Insurance/Bond	750.00	750.00	750.00	2,250.00	750.00	750.00	750.00	*F24 CM \$750 & Finance Dir for Grant \$1500
11.6210.1810	Audit/Accounting	27,471.73	29,462.54	38,595.08	32,219.75	31,700.00	31,700.00	36,625.00	Base Fee \$32875, GASB 87 & GASB 96 - Shared with Port
11.6210.1830	Legal Services	26,819.83	27,768.67	51,676.07	66,184.80	35,000.00	70,000.00	60,000.00	*NSHC
11.6210.1870	Other Professional/Contract Sv	13,463.83	14,588.90	18,988.77	18,875.93	20,000.00	19,000.00	39,660.00	Caselle \$8540, Canon \$3360, Pitney Bowes \$780, LocalGov Online Sales Tax Portal Shared with Clerk \$3978, Caselle Training \$3000, Public Information Officer \$20,000
11.6210.1940	Advertising	5,309.10	7,294.35	7,197.60	6,798.82	6,000.00	6,000.00	7,500.00	*Increase in RFP notices
11.6210.1945	Advertising - HR							4,000.00	Employment Ads
11.6210.1950	Buildings/Land Rental	8,400.00	6,065.99	10,254.22	7,227.15	8,500.00	7,500.00	27,000.00	2 City Apartment 12 mo - Rent Increase Jan 1 \$1050/\$1200
11.6210.2010	Communications	6,350.34	5,179.41	5,913.72	4,338.92	6,000.00	6,000.00	6,000.00	Fastwyre \$1600, NJUS \$1625, AT&T Cell \$1085, GCI LD \$1200, FD Data \$480
11.6210.2012	Computer Network/Hardware/Soft	852.36	2,936.29	6,572.02	8,149.65	1,500.00	2,200.00	6,500.00	Adobe Fee \$480, MSDS \$100, Zoom \$600, PC Replacements x3 \$4500, Accessories \$500
11.6210.2020	Dues & Memberships	3,108.99	808.00	2,571.37	1,251.17	2,500.00	2,850.00	2,850.00	AMMA Dues \$200, SHRM \$219, ICMA Dues \$1225, LogMeIn \$700, AGFOA \$95, GFOA \$160, PHR \$250
11.6210.2030	Travel & Training - Admin	224.00	8,607.26	8,871.42	8,868.11	7,500.00	8,000.00	8,000.00	
11.6210.2031	Travel & Training - Finance	302.63	390.00	4,503.00	8,346.18	7,500.00	11,500.00	7,500.00	GFOA Cert Program, Excel, Staff Travel
11.6210.2032	Travel & Training - HR			1,186.26	1,566.60	3,500.00	3,000.00	3,000.00	SHRM Training Conf
11.6210.2070	Office Supplies	3,613.93	2,761.83	1,538.42	2,304.16	2,000.00	3,000.00	2,000.00	
11.6210.2071	Operating Supplies	15,154.10	16,833.06	16,326.72	15,839.18	17,000.00	16,500.00	16,500.00	Boynton Copy Fees \$2000, Purchase Power Supplies, Safeway, Employee Holiday Gift \$10000
11.6210.2704	Recruitment	-	-	-	-	-	-	-	
11.6210.3010	Sponsorship/Donation/Contrib	3,207.70	5,560.44	7,316.53	1,397.46	6,000.00	6,000.00	5,500.00	Fall/Spring Clean Up
11.6210.4010	Gas & Oil Supplies	315.33	580.85	988.25	1,048.56	900.00	1,500.00	1,200.00	
11.6210.4020	Vehicle/Eq Parts & Supply	320.44	189.08	382.64	204.45	700.00	500.00	500.00	
11.6210.4030	Vehicle/Eq Maintenance	211.75	-	-	-	1,000.00	500.00	250.00	
11.6210.4040	Vehicle Regis & Permits	10.00	10.00	10.00	10.00	20.00	20.00	20.00	
11.6210.4050	Small Tools & Equipment	-	-	-	-	-	-	-	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.6210.4060	Tools & Eq Repair & Maint	-	-	-	-	-	-	-	
11.6210.7001	Salaries - Admin (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6210.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6210.7005	Building Maint Contracts	292.07	952.50	103.75	456.79	200.00	500.00	500.00	Yukon Fire Annual Fire Inspection \$75, Labor \$325; SOA Boiler Cert \$60
11.6210.7010	Bldg Maint Materials & Supply	1,439.99	3,458.07	2,089.97	703.44	4,500.00	2,000.00	2,500.00	Painting
11.6210.7011	Janitorial Services & Supplies	208.90	2,263.41	233.27	223.03	500.00	500.00	400.00	
11.6210.7020	Building Utilities 50%	-	-	-	-	-	-	-	
11.6210.7021	Utilities - Electric	9,183.43	11,068.25	12,945.70	8,900.19	12,000.00	10,000.00	10,800.00	
11.6210.7022	Utilities - Water	1,108.60	1,077.60	1,059.00	1,313.40	1,100.00	1,100.00	1,080.00	
11.6210.7023	Utilities - Sewer	528.41	491.16	468.90	907.78	500.00	500.00	490.00	
11.6210.7024	Utilities - Garbage	434.35	431.34	452.20	371.69	455.00	455.00	455.00	
11.6210.7025	Utilities - Heat	4,931.04	6,010.00	11,203.83	7,421.54	8,160.00	15,606.00	9,948.83	8,500 gal (8,500 x \$4.59 = \$39,015 x .51 = \$19,897.65 x 50%)
11.6210.7540	Banking / Credit Card Fees	970.54	289.30	210.74	749.02	1,200.00	750.00	750.00	Monthly Analysis Fees, Local Gov Banking Fees
11.6210.8030	Machinery & Equipment	-	-	-	-	-	-	-	
Total Administration:		684,279.91	1,084,867.75	1,167,183.82	989,885.20	1,367,080.77	1,263,003.52	1,571,387.93	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Information Technology									
11.6211.1103	Salaries - IT	71,160.82	25,036.73	36,355.00	35,654.65	31,780.32	34,931.66	54,798.64	1 FT IT Specialist 50% Shared with Police, 1 PT 10hr per week / 12% Salary/Benefits Transferred to Port
11.6211.1201	Salaries - Overtime	4,641.44	1,328.98	1,189.17	2,643.83	1,500.00	2,500.00	3,500.00	
11.6211.1411	Accrued Personal Leave - IT	43,149.99	-	-	-	381.29	381.29	438.37	
11.6211.1421	Health Insurance - IT	4,793.44	3,568.93	8,729.16	8,524.65	7,808.04	8,233.23	6,159.86	
11.6211.1431	Life Insurance - IT	86.77	29.60	6.81	44.08	37.92	43.34	60.72	
11.6211.1441	FICA/Medicare - IT	9,238.60	2,044.76	2,941.81	2,929.81	2,545.94	2,863.52	4,459.85	
11.6211.1461	PERS - IT	21,048.36	6,764.87	9,936.01	8,038.91	7,321.67	8,234.97	6,643.77	
11.6211.1471	Workers' Comp Insurance - IT	212.66	275.26	86.95	96.51	96.51	96.51	208.36	
	Subtotal Salaries & Benefits	154,332.08	39,049.13	59,244.91	57,932.44	51,471.69	57,284.52	76,269.57	
11.6211.1870	Other Professional/Contract Sv	120,508.76	130,235.99	136,388.34	154,187.79	145,000.00	137,500.00	145,000.00	GCSIT GEMS \$112602 -88% IT, Project Work
11.6211.2010	Communications	258.95	313.11	664.55	1,484.33	378.00	2,213.00	2,213.00	NJUS Phone/Net \$378, ATT \$1835
11.6211.2012	Computer Network/Hardware/Soft	33,146.29	36,341.65	30,646.40	42,537.08	36,000.00	42,000.00	55,000.00	Smartnet Renewal \$3690, Phone \$7000, Smartnet for Controller \$6173, Dell Support \$3415, Municode \$2369, \$3400, VEEAM Back up \$1000, Audio Eye \$4453, Archive Social \$2400, IT Malware \$2200, GCSIT, Firepower Support \$1510, Cisco Support \$560, Circo Essentials \$736, Phone Replacements, Remote Desktop Server All In One for Remote Workers \$12,000
11.6211.2070	Office Supplies	-	-	-	-	-	-	-	
11.6211.2071	Operating Supplies	829.33	556.12	365.06	124.79	600.00	600.00	500.00	
11.6211.8030	Machinery & Equipment	36,697.67	10,060.00	6,832.00	29,665.00	37,500.00	37,500.00	40,000.00	Switch Upgrades & Renewals
	Total Information Technology:	345,773.08	216,556.00	234,141.26	285,931.43	270,949.69	277,097.52	318,982.57	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
City Clerk									
11.6220.1101	Salaries - City Clerk	87,652.61	107,743.28	116,996.30	32,317.48	121,921.76	66,953.71	101,011.45	1 City Clerk - Exempt
11.6220.1102	Salaries - Deputy Clerk	49,508.54	62,729.70	68,059.71	108,369.25	71,993.76	128,171.31	156,841.69	2 Deputy Clerks
11.6220.1103	Salaries - Clerk Staff	80,901.27	131,169.79	95,939.22	38,732.13	87,270.32	44,143.60	27,302.04	1 Acctg Clerk Shared with FIN
11.6220.1201	Salaries - Overtime	6,506.07	11,213.16	5,071.03	6,391.36	7,000.00	8,000.00	7,000.00	
11.6220.1411	Accrued Personal Lv-City Clerk	527.90	-	-	-	3,259.87	3,259.87	4,422.32	
11.6220.1421	Health Insurance - City Clerk	44,602.53	36,458.92	57,960.65	42,110.68	57,687.62	54,278.13	78,321.36	
11.6220.1431	Life Insurance - City Clerk	434.24	460.00	483.00	338.11	459.54	430.33	488.64	
11.6220.1441	FICA/Medicare - City Clerk	16,004.52	22,590.74	21,883.98	14,218.36	22,046.22	18,916.05	22,349.87	
11.6220.1461	PERS - City Clerk	63,147.22	76,742.22	69,755.57	40,434.68	63,401.14	54,818.76	64,274.14	
11.6220.1471	Workers' Comp Ins - City Clerk	941.29	830.25	935.05	835.74	835.74	835.74	1,051.76	
	Subtotal Salaries & Benefits	350,226.19	449,938.06	437,084.51	283,747.79	435,875.97	379,807.50	463,063.27	
11.6220.1530	Property/Building Insurance	808.75	1,043.00	1,288.75	1,709.00	1,709.00	1,709.00	1,946.50	
11.6220.1540	Public Official Insurance/Bond	750.00	750.00	750.00	750.00	750.00	750.00	750.00	
11.6220.1810	Audit/Accounting	-	-	-	-	-	-	-	
11.6220.1830	Legal Services	7,880.50	13,621.00	27,071.00	1,279.00	10,000.00	8,000.00	8,000.00	
11.6220.1840	Survey/Appraisal Services	42,018.00	41,923.00	32,000.00	52,423.00	49,500.00	54,423.00	49,423.00	Appraisal Co of Alaska \$26k Real Update & \$6k Personal Valuation/ Alaska Cama/MARS \$15,423, Surveyor \$2000
11.6220.1870	Other Professional/Contract Sv	37,935.10	37,637.95	31,101.36	39,006.90	42,500.00	42,500.00	42,000.00	MyGov \$2647, Caselle Mo Mtncls Fees \$8360, Canon Mo Fees \$3,256, SOA Recording Fees, Pitney Bowes \$780, Duncan GIS \$20,000, Tex R US \$500, Code Publishing Inc \$1500, LocalGov Online Sales Tax Portal Shared with Admin \$3978
11.6220.1920	Election Expenses	5,352.72	8,397.44	15,964.41	9,478.34	7,500.00	9,478.34	9,500.00	Routine Expenses
11.6220.1940	Advertising	3,900.94	2,009.13	5,472.72	7,200.44	4,000.00	8,000.00	6,000.00	Legal Advertising for Ordinances
11.6220.2010	Communications	1,477.84	1,160.68	1,155.91	789.18	1,200.00	1,200.00	1,200.00	GCI LD \$300, NJUS Phones / Internet \$900
11.6220.2012	Computer Network/Hardware/Soft	2,516.33	3,421.15	5,313.52	6,447.20	7,500.00	7,500.00	11,000.00	Smartnet Renewal \$2276, ArcGIS Renewal \$506, MSDS Online \$90, Archive Social \$996, Municode, Filemaker \$1108, ESRI \$447, PC Replacements x3 \$4500
11.6220.2020	Dues & Memberships	70.00	540.00	465.00	345.00	525.00	525.00	525.00	AAMC Dues \$105, IIMC Dues \$310, Iditarod \$50
11.6220.2030	Travel, Training & Related Cost	125.00	3,049.62	6,538.10	1,857.31	6,000.00	6,000.00	4,500.00	Clerk/Deputy to AAMC, AML
11.6220.2070	Office Supplies	1,252.17	987.77	145.11	2,074.71	2,500.00	2,500.00	2,000.00	
11.6220.2071	Operating Supplies	11,676.64	9,586.10	3,449.40	9,278.91	10,000.00	9,000.00	9,000.00	Boynton Copy Fees \$2500, Purchase Power (Pitney Bowes) Postage \$4000, Chinook Printing, AC, Safeway, Notary Fees
11.6220.2073	Resale Supplies	-	-	-	-	500.00	500.00	500.00	
11.6220.3010	Sponsorship/Donation/Contribut	-	-	-	-	-	-	-	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.6220.4050	Small Tools & Equipment	-	-	-	-	-	-	-	
11.6220.7001	Salaries - Clerk (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6220.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6220.7005	Building Maint Contracts	160.32	476.25	51.88	228.39	150.00	250.00	250.00	Yukon Fire Annual Fire Inspection \$50, SOA Boiler Cert \$30, PK Electric
11.6220.7010	Bldg Maint Materials & Supply	665.10	1,694.02	1,035.80	421.47	2,500.00	1,000.00	2,000.00	Painting
11.6220.7011	Janitorial Services & Supplies	96.86	1,084.75	116.63	106.79	300.00	300.00	300.00	
11.6220.7020	Building Utilities 25%	-	-	-	-	-	-	-	
11.6220.7021	Utilities - Electric	4,591.71	5,534.10	6,472.83	4,450.11	6,500.00	5,500.00	5,500.00	
11.6220.7022	Utilities - Water	554.30	538.80	529.50	656.70	550.00	550.00	540.00	
11.6220.7023	Utilities - Sewer	264.12	245.61	234.41	453.94	250.00	250.00	250.00	
11.6220.7024	Utilities - Garbage	217.10	215.64	226.05	185.83	230.00	230.00	230.00	
11.6220.7025	Utilities - Heat	2,465.48	3,004.99	5,601.99	3,710.71	4,080.00	7,803.00	4,974.41	8,500 gal (8,500 x \$4.59 = \$39,015 x .51 = \$19,897.65 x 25%)
11.6220.7530	Cash - Over/Short	0.95	0.80	(0.10)	-	50.00	50.00	50.00	
11.6220.7540	Banking / Credit Card Fees	-	25.00	55.00	546.91	1,000.00	750.00	100.00	
11.6220.8030	Machinery & Equipment	-	-	-	-	-	-	-	
Total City Clerk:		475,006.12	586,884.86	582,123.78	427,147.63	595,669.97	548,575.84	623,602.18	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Planning & Engineering									
11.6230.1101	Salaries - Building Inspector	28,778.18	43,309.45	48,552.59	42,339.09	49,878.83	55,272.09	60,586.38	Building Inspector P/T - 28 Hours per week
11.6230.1301	Stipends - Planning Commission	3,120.00	3,320.00	2,480.00	1,920.00	3,360.00	3,360.00	3,360.00	
11.6230.1411	Accrued Personal Leave - P & E	-	-	-	395.60	356.67	356.67	559.08	
11.6230.1421	Health Insurance - P & E	2,575.03	978.30	-	-	-	-	-	
11.6230.1431	Life Insurance - P & E	5.18	13.16	-	-	-	-	-	
11.6230.1441	FICA/Medicare - P & E	2,201.52	3,313.24	3,709.11	3,269.18	3,815.73	4,228.31	4,634.86	
11.6230.1461	PERS - P & E	8,674.05	13,084.78	11,865.83	9,314.57	10,973.34	12,159.84	13,329.00	
11.6230.1471	Workers' Comp Ins - P & E	2,500.10	1,561.76	2,185.10	1,815.60	1,815.60	1,815.60	2,617.32	
	Subtotal Salaries & Benefits	47,854.06	65,580.69	68,792.63	59,054.04	70,200.17	77,192.51	85,086.64	
11.6230.1520	Vehicle Insurance	418.00	418.00	418.00	418.00	418.00	418.00	418.00	Ford Expedition
11.6230.1820	Engineering/Architectural Svcs	34,929.06	40,738.21	28,603.42	40,302.10	40,000.00	40,000.00	40,000.00	Bristol Task Order No 1 - General Engineering Svcs
11.6230.1830	Legal Services	-	-	-	-	500.00	-	500.00	Abatement
11.6230.1870	Other Professional/Contract Sv	15,749.09	17,604.47	2,925.62	39,521.15	53,500.00	53,500.00	53,250.00	MyGov \$2,646, Canon 30% \$400, Boynton Annual Support \$160, Contractual Planner \$30,000, Grant Writer \$20,000
11.6230.1940	Advertising	229.07	1,643.50	198.90	306.00	1,200.00	500.00	1,200.00	Planning Commission and Public Hearing Ads & Abatement
11.6230.2010	Communications	267.71	613.28	726.41	761.61	775.00	775.00	1,800.00	NJUS phone, net \$515, 1 Cell \$240; AT&T \$1002
11.6230.2012	Computer Network/Hardware/Soft	746.12	513.42	608.19	970.62	1,000.00	1,000.00	800.00	
11.6230.2020	Dues & Memberships	748.33	342.00	486.00	226.00	875.00	875.00	875.00	NAPC \$50, ICC \$ 185, ASFPD Floodplain \$165, National Fire Protection \$475
11.6230.2030	Travel, Training & Related Cost	1,013.44	2,560.26	1,772.21	744.92	3,000.00	3,000.00	2,500.00	
11.6230.2070	Office Supplies	73.80	-	94.47	-	200.00	200.00	-	
11.6230.2071	Operating Supplies	986.51	1,334.04	603.31	838.62	1,500.00	1,500.00	1,500.00	Boynton Copy Fees \$250, Planning Commission Events, Code Books
11.6230.4010	Gas & Oil Supplies	804.15	328.47	355.02	-	750.00	750.00	500.00	
11.6230.4020	Vehicle/Eq Parts & Supply	-	30.93	658.06	572.86	400.00	400.00	600.00	
11.6230.4030	Vehicle/Eq Maintenance	-	-	-	-	400.00	400.00	-	
11.6230.4040	Vehicle Regis & Permits	-	10.00	-	-	10.00	10.00	10.00	
11.6230.4070	Demolition/Abatement	-	-	450.00	-	5,000.00	2,000.00	5,000.00	Placeholder - Anticipate higher costs/property owners to make changes
Total Planning & Engineering:		103,819.34	131,717.27	106,692.24	143,715.92	179,728.17	182,520.51	194,039.64	

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	Police								
11.6310.1101	Salaries - Chief of Police	67,404.25	130,472.43	163,101.80	118,437.95	142,192.43	159,853.05	193,341.94	1 Chief of Police
11.6310.1102	Salaries - Officers	376,066.44	766,897.62	862,996.79	858,132.96	1,149,365.71	1,086,290.11	1,084,606.40	2 Sergeants, 1 Admin Sergeant, 7 Officers, 1 Trainee Officers
11.6310.1103	Salaries - Dispatch	232,201.88	429,079.04	402,677.11	322,125.53	554,859.26	420,279.71	484,297.02	1 CO Supv, 1 CO III, 5 COII, 1 CO 50% split with IT
11.6310.1104	Salaries - Other Staff	119,517.84	173,542.95	197,184.71	191,296.32	244,416.49	257,718.15	340,914.91	1 Admin Asst, 2 Victim Advocates, 1 Evidence Custodian
11.6310.1105	Salaries-Community Sv Officer	49,880.38	86,056.85	71,765.31	61,127.52	70,652.16	84,408.04	98,451.93	1 CSO FT + 1 CSO 40% Shared with Fire
11.6310.1106	Salaries - Investigators	127,028.69	105,130.90	102,144.46	80,587.24	105,298.72	105,298.72	123,734.25	1 Investigator
11.6310.1201	Salaries - Officer Overtime	117,156.78	147,202.09	175,411.73	172,681.04	115,000.00	175,000.00	115,000.00	
11.6310.1202	Salaries - Dispatch Overtime	24,912.44	54,212.44	70,205.29	53,133.88	40,000.00	70,000.00	40,000.00	
11.6310.1411	Accrued Personal Leave - NPD	42,204.59	35,062.94	58,500.69	22,838.43	42,575.52	42,575.52	32,262.30	
11.6310.1421	Health Insurance - NPD	91,036.38	289,595.68	364,544.73	313,474.59	517,946.48	411,560.85	460,848.55	
11.6310.1431	Life Insurance - NPD	1,328.28	2,581.48	2,495.62	2,486.56	3,534.00	3,197.91	3,464.40	
11.6310.1441	FICA/Medicare - NPD	88,297.05	147,798.69	160,195.46	142,386.72	185,266.53	181,737.16	189,746.50	
11.6310.1461	PERS - NPD	353,395.44	502,711.81	456,851.19	385,857.50	491,288.60	485,337.69	545,665.43	
11.6310.1471	Workers' Comp Insurance - NPD	38,790.77	51,277.91	65,395.63	68,432.91	63,207.53	68,432.91	67,767.95	
	Subtotal Salaries & Benefits:	1,729,221.21	2,921,622.83	3,153,470.52	2,792,999.15	3,725,603.43	3,551,689.82	3,780,101.58	
11.6310.1520	Vehicle Insurance	10,624.98	11,801.04	11,443.98	13,121.26	11,464.00	13,121.26	15,121.26	
11.6310.1530	Property/Building Insurance	9,898.80	12,707.11	15,366.50	20,095.44	20,095.44	20,095.44	31,358.00	100% PSB Property Insurance
11.6310.1550	Liability Insurance	107,553.00	113,461.00	131,099.00	123,466.00	123,466.00	123,466.00	154,614.00	
11.6310.1830	Legal Services	5,113.00	9,072.00	11,453.00	17,102.50	8,000.00	25,000.00	20,000.00	Accreditation Process and Consulting
11.6310.1870	Other Professional/Contract Sv	33,810.76	20,759.73	24,445.46	15,900.21	19,000.00	19,000.00	20,000.00	APSIN \$709, Crimestar \$2100, Canon \$2727, Kustom Signal Radar Recerts, GCSIT - APSIN IT work, Public Safety Comm Background checks
11.6310.1940	Advertising	2,360.40	1,516.40	1,714.60	2,028.11	1,500.00	2,500.00	2,500.00	
11.6310.1950	Buildings/Land Rental	4,293.42	6,066.00	4,800.00	36,600.68	5,900.00	5,900.00	5,900.00	City Apartment \$3600 / GASB 87 Lease Conversion -Entries in NonDept.
11.6310.2010	Communications	17,072.71	18,225.14	18,527.85	14,941.57	19,000.00	19,000.00	19,000.00	Local Phone \$8850, AT&T \$4892, Internet/Phone \$4859, plus GCI LD
11.6310.2012	Computer Network/Hardware/Soft	25,365.19	23,994.40	41,228.02	56,435.20	30,000.00	52,000.00	42,000.00	MSDS Online \$110, Axon Evidence Storage, Body Cams \$17,703, REVL, Accreditation Software \$6915, 4 PC Replacements \$6000, Archive Social \$996, Zoom \$200, New ICV (InCarVideoSys)
11.6310.2020	Dues & Memberships	755.00	3,142.00	412.82	2,477.02	3,500.00	3,500.00	3,200.00	IACP Membership \$190, APOA \$475, Oregon Alliance for Accreditation \$2500
11.6310.2030	Travel, Training & Related Cost	36,409.67	32,445.01	37,588.74	43,829.01	65,000.00	50,000.00	55,000.00	New Police employees will need to attend the academy in Sitka.
11.6310.2040	Uniform/Clothing	10,728.86	9,580.74	9,396.62	18,525.77	11,000.00	15,000.00	9,000.00	Uniforms/ballistic vests
11.6310.2070	Office Supplies	2,724.55	3,334.56	1,661.59	2,682.32	3,000.00	3,000.00	3,000.00	
11.6310.2071	Operating Supplies	17,871.74	17,697.01	18,883.14	16,880.71	18,000.00	20,000.00	25,000.00	Boynton Copy Fees, Business Cards, National Night Out Event, Evidence Supplies, Foremost Promotions, Brownells, Amazon, Galls, Batteries, Dispatch Desks x2 \$7000 each

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.6310.2120	Firearms & Ammunition	14,319.18	19,641.22	42,712.13	14,896.39	25,000.00	20,000.00	20,000.00	Replenish Ammunition as needed; 3 Firearms \$500 ea
11.6310.2130	Impound Fee Expense	125.00	-	-	-	250.00	250.00	250.00	Towing fees for when dispatch requests a vehicle be towed
11.6310.2140	Investigations	20,760.71	4,877.02	6,958.47	2,443.23	5,000.00	5,000.00	5,000.00	Evidence Postage Out, SART fees not covered by the SOA
11.6310.2704	Recruitment	16,061.22	10,898.40	8,678.43	8,280.19	12,000.00	12,000.00	10,000.00	Psych Testing, Recruitment Advertising, Airfare and hotel fees, NSHC Physicals
11.6310.4010	Gas & Oil Supplies	18,818.94	22,752.75	41,922.32	38,117.78	30,000.00	45,000.00	43,000.00	Gas & Oil for vehicles
11.6310.4020	Vehicle/Eq Parts & Supply	18,075.28	22,940.00	16,156.61	25,804.98	23,000.00	33,000.00	23,000.00	
11.6310.4030	Vehicle/Eq Maintenance	16,532.30	16,009.20	420.44	6,364.07	16,000.00	7,500.00	16,000.00	
11.6310.4040	Vehicle Regis & Permits	10.00	142.00	70.00	100.00	250.00	250.00	250.00	
11.6310.4050	Small Tools & Equipment	8,350.36	19,015.81	34,373.74	4,379.10	10,000.00	10,000.00	3,000.00	
11.6310.4060	Tools & Equip Repair & Maint	1,967.28	89.12	308.46	380.45	500.00	500.00	500.00	
11.6310.7001	Salaries - NPd (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6310.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6310.7005	Building Maint Contracts	12,387.07	627.80	5,300.16	5,359.30	2,500.00	5,100.00	7,500.00	Yukon Fire Annual Fire inspection \$550, SOA Boiler Cert \$175, Repairs, Trane Svs Agreement \$1610, Carpet Cleaning \$1387, Convergint (absorbing ambulance ptn)
11.6310.7010	Bldg Maint Materials & Supply	5,057.16	4,405.47	9,230.68	5,070.71	10,000.00	10,000.00	7,500.00	
11.6310.7011	Janitorial Services & Supplies	378.38	176.96	661.37	858.84	1,000.00	1,000.00	800.00	
11.6310.7020	Building Utilities	-	-	-	-	-	-	-	
11.6310.7021	Utilities - Electric 73%	41,004.33	41,287.72	45,350.17	30,068.33	42,000.00	37,000.00	51,000.00	100% PSB Utilities Charged to PD
11.6310.7022	Utilities - Water 73%	2,460.01	2,435.80	2,426.28	2,039.18	2,500.00	2,500.00	3,400.00	
11.6310.7023	Utilities - Sewer 73%	441.65	-	-	-	500.00	500.00	700.00	For Pumping Septic Lines Annually
11.6310.7024	Utilities - Garbage 73%	2,194.82	2,180.00	2,285.18	1,879.26	2,300.00	2,300.00	3,150.00	
11.6310.7025	Utilities - Heat 73%	21,649.42	26,995.19	49,941.50	31,107.44	38,707.52	38,707.52	59,670.00	13,000 gal
11.6310.8030	Machinery & Equipment	48,691.00	20,077.80	10,800.00	12,619.92	10,800.00	12,620.00	12,620.00	Taser Contract - \$ 10,800 ; Taser Lcns \$1820
Total Police:		2,263,087.40	3,419,977.23	3,759,087.78	3,366,854.12	4,296,836.39	4,166,500.04	4,453,134.84	

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Animal Control									
11.6312.1102	Salaries - Animal Control	-	-	-	-	-	-	-	
11.6312.1201	Salaries - Overtime	-	-	-	-	-	-	-	
11.6312.1411	Accrued Personal Leave	-	-	-	-	-	-	-	
11.6312.1421	Health Insurance	-	-	-	-	-	-	-	
11.6312.1431	Life Insurance	-	-	-	-	-	-	-	
11.6312.1441	FICA/Medicare	-	-	-	-	-	-	-	
11.6312.1461	PERS	-	-	-	-	-	-	-	
11.6312.1471	Workers' Comp Insurance	-	-	-	-	-	-	-	
	Subtotal Salaries & Benefits	-	-	-	-	-	-	-	
11.6312.1520	Vehicle Insurance	868.00	-	-	418.00	418.00	418.00	418.00	2011 Ford Expedition
11.6312.1830	Legal Services	259.00	-	-	-	-	-	-	
11.6312.1870	Other Professional/Contract Sv	27,983.30	29,950.34	30,137.97	16,410.00	30,000.00	30,000.00	32,000.00	
11.6312.1940	Advertising	1,938.50	-	-	122.40	1,000.00	500.00	250.00	
11.6312.2010	Communications	133.48	91.41	129.64	63.42	115.00	115.00	115.00	
11.6312.2012	Computer Network/Hardware/Soft	342.34	89.22	24.02	72.06	110.00	110.00	110.00	
11.6312.2030	Travel, Training & Related Cost	-	-	-	-	-	-	-	
11.6312.2070	Office Supplies	-	-	-	-	-	-	-	
11.6312.2071	Operating Supplies	6,821.26	1,617.02	774.29	665.01	2,500.00	1,800.00	1,500.00	Pet Supplies
11.6312.4010	Gas & Oil Supplies	395.32	-	-	89.29	500.00	500.00	250.00	
11.6312.4020	Vehicle/Eq Parts & Supply	-	-	196.38	217.44	500.00	500.00	250.00	
11.6312.4030	Vehicle/Eq Maintenance	-	-	-	-	1,000.00	500.00	250.00	
11.6312.4040	Vehicle Regis & Permits	10.00	-	-	-	-	-	-	
11.6312.7001	Salaries - AC (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6312.7010	Bldg Maint Materials & Supply	99.45	550.56	170.61	69.21	750.00	500.00	750.00	FRP Around Kennels
11.6312.7011	Janitorial Services & Supplies	813.80	90.67	-	148.97	500.00	500.00	500.00	
11.6312.7020	Building Utilities	-	-	-	-	-	-	-	
11.6312.7021	Utilities - Electric	761.13	776.72	892.90	753.58	850.00	850.00	850.00	
11.6312.7022	Utilities - Water	-	-	-	-	-	-	-	
11.6312.7023	Utilities - Sewer	-	-	-	-	-	-	-	
11.6312.7024	Utilities - Garbage	-	-	-	-	-	-	-	
11.6312.7025	Utilities - Heat	481.13	715.48	1,311.86	600.49	900.00	1,032.75	1,097.01	239 gal
11.6312.7540	Credit Card Service Fees	-	-	-	-	-	-	-	
11.6312.7550	Bad Debt	-	-	-	-	-	-	-	
11.6312.8010	Land/Building & Improvements	-	-	-	-	-	-	-	
11.6312.8030	Machinery & Equipment	-	6,136.67	-	-	2,500.00	-	-	
	Total Animal Control:	40,906.71	40,018.09	33,637.67	19,629.87	41,643.00	37,325.75	38,340.01	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Nome Volunteer Fire Department									
11.6320.1101	Salaries - Fire	1,634.27	44,989.35	52,359.73	65,252.73	48,098.20	69,192.25	65,704.00	1 EST FT 60% (shared with Police), 1 ESA PT (shared with Finance)
11.6320.1201	Overtime - Fire	-	3,810.37	4,079.80	12,620.77	2,500.00	15,000.00	5,000.00	
11.6320.1301	Fire Chief Stipend	4,000.00	6,000.00	6,000.00	5,000.00	6,000.00	6,000.00	6,000.00	
11.6320.1411	Accrued Personal Leave - Fire	-	-	-	-	498.53	498.53	498.53	505.51
11.6320.1421	Health Insurance - Fire	-	4,990.70	9,998.20	10,949.23	8,493.23	10,877.57	8,399.81	
11.6320.1431	Life Insurance - Fire	-	67.16	117.43	119.22	86.25	118.48	82.80	
11.6320.1441	FICA/Medicare - Fire	469.27	4,192.18	4,779.67	6,339.80	4,329.76	6,440.71	5,867.86	
11.6320.1461	PERS - Fire	-	11,859.97	13,740.14	17,190.58	11,131.56	18,522.30	15,004.88	
11.6320.1471	Workers' Comp Insurance - Fire	1,801.54	2,641.12	2,958.55	3,042.13	3,042.13	3,042.13	3,689.07	
11.6320.1472	Special Disability Insurance	6,244.00	6,244.00	5,773.00	7,324.00	5,800.00	7,324.00	7,324.00	
	Subtotal Salaries & Benefits:	14,149.08	84,794.85	99,806.52	127,838.46	89,979.66	137,015.97	117,577.93	
11.6320.1520	Vehicle/Boat Insurance	18,551.00	18,551.00	18,501.79	10,530.00	10,530.00	10,530.00	10,530.00	
11.6320.1530	Property/Building Insurance	4,014.20	5,178.15	6,413.30	8,524.60	8,524.60	8,524.60	9,707.35	
11.6320.1830	Legal Services	-	517.50	450.00	-	-	-	-	
11.6320.1870	Other Professional/Contract Sv	3,105.45	2,230.04	3,178.00	156.85	10,000.00	10,000.00	10,000.00	Trainers to Nome
11.6320.1910	Volunteer Incentives	27,392.50	28,510.00	39,992.50	23,340.00	48,000.00	30,000.00	32,000.00	Volunteer Electricity Credits - Applied through NJUS Oct-Mar \$15,000/NVFD Mo Billings - Split Fees (1800 man hours @ \$15 = \$27,000 responders / 1200 man hours @ \$5 = \$6,000 meetings, training)
11.6320.1940	Advertising	-	-	-	-	500.00	-	-	
11.6320.2010	Communications	2,729.93	2,537.04	3,397.96	2,312.37	3,300.00	3,300.00	3,300.00	Fastwyre \$1050, GCI Net Svs \$1800, NJUS Phone/Net \$200, AT&T Cell Svs \$250,
11.6320.2012	Computer Network/Hardware/Soft	292.16	124.00	1,323.42	836.03	1,500.00	1,500.00	2,100.00	Smartnet Renew \$160, MSDS Online \$90, FCC Radio Lcns Renewal \$1500, IAmResponding Software \$325
11.6320.2030	Travel, Training & Related Cost	-	2,511.97	8,066.26	15,579.94	20,000.00	15,000.00	10,000.00	AK Fire Conf
11.6320.2040	Uniforms/Clothing	14,866.31	14,151.68	6,140.34	29,717.13	35,000.00	35,000.00	20,000.00	10 Sets of Turnout Gear
11.6320.2070	Office Supplies	-	-	-	-	250.00	-	-	
11.6320.2071	Operating Supplies	1,777.26	1,341.75	2,309.92	2,055.82	2,000.00	4,000.00	3,000.00	Kitchen Propane
11.6320.4010	Gas & Oil Supplies	4,040.84	2,050.28	2,517.34	1,306.87	4,000.00	3,000.00	3,000.00	
11.6320.4020	Vehicle/Boat/Eq Parts & Supply	-	-	4,144.12	3,037.16	4,000.00	6,500.00	5,000.00	
11.6320.4030	Vehicle/Boat/Eq Maintenance	-	-	6,018.95	-	10,000.00	6,000.00	6,000.00	
11.6320.4040	Vehicle/Boat Regis & Permits	40.00	30.00	40.00	10.00	50.00	50.00	50.00	
11.6320.4050	Small Tools & Equipment	13,883.80	7,209.64	28,672.50	24,414.41	17,500.00	21,500.00	21,500.00	Generator \$12,000
11.6320.4060	Tools & Eq Repair & Maint	1,120.25	372.52	10,802.15	2,731.26	14,000.00	14,000.00	12,000.00	
11.6320.7005	Building Maint Contracts	305.00	290.00	535.00	1,713.57	600.00	600.00	600.00	SOA DOL Boiler Cert \$60, Yukon Fire Alarm Inspect \$415, Air Compressor Inspection
11.6320.7010	Bldg Maint Materials & Supply	1,951.35	2,250.46	5,062.52	2,814.11	6,000.00	6,000.00	6,000.00	
11.6320.7011	Janitorial Services & Supplies	-	-	-	200.40	500.00	500.00	500.00	
11.6320.7021	Utilities - Electric	8,156.34	8,167.31	8,998.66	5,886.29	9,250.00	8,250.00	8,250.00	
11.6320.7022	Utilities - Water	3,099.12	3,099.12	3,099.12	2,582.60	3,100.00	3,100.00	3,100.00	
11.6320.7023	Utilities - Sewer	893.04	893.04	893.04	744.20	900.00	900.00	900.00	
11.6320.7024	Utilities - Garbage	2,004.28	1,990.82	2,086.90	1,326.47	2,100.00	2,100.00	2,100.00	
11.6320.7025	Utilities - Heat	14,820.59	16,828.60	20,710.15	18,989.33	20,780.00	23,845.05	22,950.00	5,000 gal
11.6320.7121	Utilities - Electric - IV	3,105.87	3,067.63	3,696.46	2,774.59	3,500.00	3,500.00	3,500.00	
11.6320.7122	Utilities - Water - IV	588.12	588.12	588.12	490.10	600.00	600.00	600.00	
11.6320.7123	Utilities - Sewer - IV	705.72	705.72	705.72	588.10	710.00	710.00	710.00	
11.6320.7124	Utilities - Garbage - IV	-	-	-	-	-	-	-	
11.6320.7125	Utilities - Heat - IV	4,513.74	5,214.38	7,863.02	4,192.50	6,964.00	7,991.19	7,991.19	1,741 gal
11.6320.8030	Machinery & Equipment	14,336.00	21,464.89	-	65,574.50	60,000.00	60,000.00	60,000.00	Scotpkas Replacement of Out of Date Equip per Regulations
	Total NVFD:	160,441.95	234,670.51	296,013.78	360,267.66	394,138.26	424,016.81	382,966.47	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Nome Volunteer Ambulance Department									
11.6325.1101	Salaries - Ambulance	52,522.16	101,959.46	110,200.20	109,157.92	135,931.17	161,739.44		Ambulance Service Transferred to NSHC 4/30/24
11.6325.1201	Salaries - Overtime	4,255.16	8,737.80	18,897.37	23,015.00	2,500.00	27,500.00		
11.6325.1301	Ambulance Chief Stipend	4,000.00	6,000.00	6,000.00	5,000.00	6,000.00	6,000.00		
11.6325.1411	Accrued Personal Leave - Amb	6,458.48	-		2,615.85	1,458.59	1,458.59		
11.6325.1421	Health Insurance - Amb	948.57	13,869.38	20,306.87	17,448.32	22,082.39	26,200.69		
11.6325.1431	Life Insurance - Amb	35.55	186.66	228.21	215.16	224.25	292.54		
11.6325.1441	FICA/Medicare - Amb	5,211.89	8,927.36	10,342.72	10,693.83	11,048.98	14,935.82		
11.6325.1461	PERS - Amb	9,539.76	30,382.61	31,442.22	26,252.74	27,313.92	36,171.04		
11.6325.1471	Workers' Comp Insurance - Amb	2,119.48	295.95	472.84	418.85	418.85	418.85		
	Subtotal Salaries & Benefits:	85,091.05	170,359.22	197,890.43	194,817.67	206,978.15	274,716.97		
11.6325.1520	Vehicle/Boat Insurance	8,005.00	7,434.00	7,225.00	4,518.00	4,518.00	4,518.00		
11.6325.1530	Property/Building Insurance	3,661.20	4,699.89	5,683.50	7,432.56	7,432.56	7,432.56		
11.6325.1830	Legal Services	-	-	-	-	300.00	-		
11.6325.1870	Other Professional/Contract Sv	16,903.48	11,642.67	12,927.26	10,465.85	30,000.00	20,000.00		
11.6325.1910	Volunteer Incentives	43,767.50	21,015.00	17,445.00	17,340.00	40,000.00	25,000.00		
11.6325.1940	Advertising	-	-	1,156.00	107.10	1,000.00	1,000.00		
11.6325.2010	Communications	1,927.03	1,981.05	5,344.70	1,330.20	2,050.00	2,050.00		
11.6325.2012	Computer Network/Hardware/Soft	608.24	8,939.38	3,886.68	3,563.47	2,700.00	3,000.00		
11.6325.2030	Travel, Training & Related Cost	3,741.50	2,379.96	12,693.25	7,068.80	10,000.00	6,000.00		
11.6325.2040	Uniform/Clothing	63.72	-	2,104.23	-	500.00	500.00		
11.6325.2070	Office Supplies	155.62	56.90	18.47	-	250.00	-		
11.6325.2071	Operating Supplies	1,201.30	1,676.92	2,149.60	1,270.31	1,500.00	2,000.00		
11.6325.2072	Medical Supplies						5,000.00		
11.6325.3040	Emergency Preparedness	-	-	-	-	-	-		
11.6325.4010	Gas & Oil Supplies	3,368.02	3,170.91	4,813.95	2,997.75	4,000.00	4,000.00		
11.6325.4020	Vehicle/Boat/Eq Parts & Supply	3,814.90	1,126.05	2,934.06	5,049.83	4,000.00	6,500.00		
11.6325.4030	Vehicle/Boat/Eq Maintenance	5,180.50	3,862.50	-	150.00	8,000.00	3,000.00		
11.6325.4040	Vehicle/Boat Regis & Permits	20.00	40.00	20.00	199.00	50.00	250.00		
11.6325.4050	Small Tools & Equipment	1,723.80	2,872.07	3,395.93	7,331.45	10,000.00	10,000.00		
11.6325.4060	Tools & Eq Repair & Maint	102.64	453.01	-	-	7,500.00	5,000.00		
11.6325.7005	Building Maint Contracts	328.38	232.20	1,960.34	2,408.63	1,000.00	2,500.00		
11.6325.7010	Bldg Maint Materials & Supply	1,549.13	5,422.90	3,451.81	4,208.39	4,000.00	4,000.00		
11.6325.7011	Janitorial Services & Supplies	237.67	-	-	19.81	250.00	250.00		
11.6325.7021	Utilities - Electric 27%	15,165.98	15,270.82	16,773.34	11,121.17	16,500.00	14,000.00		Utilities Transferred to NPD
11.6325.7022	Utilities - Water 27%	909.87	900.92	897.39	754.22	900.00	900.00		
11.6325.7023	Utilities - Sewer 27%	163.35	-	-	-	200.00	200.00		
11.6325.7024	Utilities - Garbage 27%	811.82	806.30	845.21	695.11	850.00	850.00		
11.6325.7025	Utilities - Heat 27%	8,007.30	9,984.53	18,471.55	10,782.91	14,316.48	15,181.43		
11.6325.7550	Bad Debt	38,640.48	18,695.05	2,122.50	7,248.35	20,000.00	20,000.00		
11.6325.8030	Machinery & Equipment	1,174.90	1,125.10	-	-	5,000.00	-		
	Total NVAD:	246,324.38	294,147.35	324,210.20	300,880.58	403,795.19	437,848.96		

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Public Works									
11.6330.1101	Salaries - Public Works Sup	-	-	40,031.36	37,977.26	51,558.40	51,558.40	55,592.08	1 Public Works Supervisor 50% Shared with Roads
11.6330.1102	Salaries - Building Maint	266,524.83	273,456.00	266,131.51	217,426.78	321,594.10	288,236.29	326,656.67	1 Foreman, 2 Bldg Mtnc II, 1 Laborer, 3 Summer Temp Laborer Jun 1 to Aug 31
11.6330.1105	Salaries - Custodian	-	-	46,741.52	56,175.30	94,871.14	80,808.96	94,078.47	1 FT Custodian, 2 PT 15r/20r Custodians
11.6330.1201	Salaries - Overtime	10,840.44	23,587.75	35,016.87	24,462.21	10,000.00	20,000.00	20,000.00	
11.6330.1411	Accrued Personal Lv- Bldg Mtnc	14,180.50	32,751.56	-	2,555.60	4,084.59	4,084.59	5,095.62	
11.6330.1421	Health Insurance - Bldg Mtnc	67,290.89	58,030.67	92,029.41	97,844.69	109,380.72	136,041.90	123,832.54	
11.6330.1431	Life Insurance - Bldg Mtnc	445.80	376.74	537.16	601.29	773.10	812.80	767.46	
11.6330.1441	FICA/Medicare - Bldg Mtnc	22,372.22	25,278.44	29,912.06	25,902.77	36,568.81	33,706.18	37,969.03	
11.6330.1461	PERS - Bldg Mtnc	84,118.51	79,385.38	81,995.97	68,732.50	85,094.90	85,159.57	89,955.14	
11.6330.1471	Workers' Comp Insur - Bldg Mtn	20,216.13	13,508.16	18,447.12	17,303.92	17,303.92	17,303.92	21,365.27	
	Subtotal Salaries & Benefits	485,989.32	506,374.70	610,842.98	548,982.32	731,229.68	717,712.61	775,312.28	
11.6330.1520	Vehicle Insurance	6,113.00	4,491.00	5,068.42	5,007.00	4,989.00	5,007.00	6,007.00	2010 Ford Expedition x2, 2008 GMC Sierra, 2012 Chevy Silverado, 2012 GMC Sierra, 2017 Chevy Silverado, 2023 Cargo High Roof Van, 1 Ford Ranger
11.6330.1530	Property/Building Insurance	178.80	230.85	283.70	376.40	376.40	376.40	428.65	Projected 15% Increase
11.6330.1870	Other Professional/Contract Sv	-	3,390.40	3,950.00	4,325.00	3,950.00	4,325.00	3,500.00	Maintain X \$2,925
11.6330.1940	Advertising	940.80	1,953.30	770.10	123.13	1,500.00	1,000.00	-	
11.6330.2010	Communications	615.27	329.11	638.97	444.89	925.00	925.00	925.00	NJUS Net, Phone \$350, AT&T Cell \$550, GCI LD \$25
11.6330.2012	Computer Network/Hardware/Soft	342.33	569.21	3,931.50	3,012.26	2,500.00	2,500.00	3,400.00	Smartnet Renew \$278, MSDS Online \$90, 1 PC Replacement \$1500, 1 New PC \$1500
11.6330.2030	Travel, Training & Related Cost	-	1,416.00	813.20	-	2,000.00	2,000.00	1,500.00	
11.6330.2040	Uniform/Clothing	842.42	772.71	2,646.14	947.12	2,000.00	2,000.00	4,000.00	Jackets/Safety Gear
11.6330.2070	Office Supplies	88.95	-	28.98	174.45	-	-	225.00	
11.6330.2071	Operating Supplies	1,239.44	1,730.96	1,445.84	2,842.92	2,500.00	3,000.00	2,500.00	
11.6330.2612	Salaries - Veh R/M - Bldg Mtnc	-	-	-	-	-	-	-	
11.6330.4010	Gas & Oil Supplies	6,851.94	11,627.73	25,334.45	25,911.70	14,000.00	30,000.00	26,000.00	
11.6330.4020	Vehicle/Eq Parts & Supply	301.59	4,133.92	1,898.53	6,151.38	4,000.00	4,000.00	4,000.00	
11.6330.4030	Vehicle/Eq Maintenance	180.50	-	-	-	1,500.00	1,500.00	-	
11.6330.4040	Vehicle Regis & Permits	60.00	20.00	40.00	-	80.00	80.00	80.00	
11.6330.4050	Small Tools & Equipment	1,472.58	3,917.56	18,397.08	5,431.81	5,000.00	5,000.00	5,000.00	
11.6330.4060	Tools & Eq Repair & Maint	831.46	153.91	101.69	55.63	1,000.00	1,000.00	500.00	
11.6330.7010	Bldg Maint Materials & Supply	8,590.38	4,580.69	5,740.24	8,964.21	10,000.00	10,000.00	10,000.00	Modifications to Shop
11.6330.7011	Janitorial Services & Supplies	1,384.75	3,095.37	5,597.07	6,801.50	4,000.00	9,000.00	8,000.00	Wood Shop Tools
11.6330.8030	Machinery & Equipment	-	-	-	-	-	-	-	
	Total Public Works:	516,023.53	548,787.42	687,528.89	619,551.72	791,550.08	799,426.01	851,377.93	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
St. Joseph's Church									
11.6331.1421	Health Insurance - OSJ	-	-	-	-	-	-	-	
11.6331.1431	Life Insurance - OSJ	-	-	-	-	-	-	-	
11.6331.1441	FICA/Medicare - OSJ	-	-	-	-	-	-	-	
11.6331.1461	PERS - OSJ	-	-	-	-	-	-	-	
11.6331.1471	Workers' Comp Insurance - OSJ	-	-	-	-	-	-	-	
11.6331.1530	Property/Building Insurance	4,452.00	5,597.00	6,984.00	9,002.00	9,002.00	9,002.00	10,253.00	
11.6331.1870	Other Professional/Contract Sv	-	-	-	-	-	-	-	
11.6331.1940	Advertising	-	-	-	-	-	-	-	
11.6331.2010	Communications	447.40	438.37	488.27	368.05	500.00	500.00	500.00	Fastwyre Local Phone \$475, GCI LD
11.6331.2012	Computer Network/Hardware/Soft	188.22	371.22	162.02	72.06	375.00	375.00	5,000.00	MSDS Online \$90, Smartnet Renew \$138, IT Upgrades: Projector, AV System Completion
11.6331.2070	Office Supplies	-	-	-	-	-	-	-	
11.6331.2071	Operating Supplies	-	-	-	795.37	-	1,000.00	-	
11.6331.7001	Salaries - OSJ (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6331.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6331.7005	Building Maint Contracts	70.00	-	60.00	-	-	-	-	
11.6331.7010	Bldg Maint Materials & Supply	1,503.68	1,037.06	928.68	1,994.25	12,000.00	2,000.00	8,000.00	Exterior Painting (in-house)
11.6331.7011	Janitorial Services & Supplies	304.66	269.99	106.06	353.74	500.00	500.00	400.00	
11.6331.7020	Utilities - OSJ	-	-	-	-	-	-	-	
11.6331.7021	Utilities - Electric	2,145.83	2,923.01	3,188.01	2,072.67	3,230.00	2,500.00	2,500.00	
11.6331.7022	Utilities - Water	909.24	909.24	909.24	757.70	910.00	910.00	910.00	
11.6331.7023	Utilities - Sewer	893.04	893.04	893.04	727.20	900.00	900.00	900.00	
11.6331.7024	Utilities - Garbage	1,737.18	1,725.48	1,808.65	1,488.06	1,817.00	1,817.00	1,817.00	
11.6331.7025	Utilities - Heat	6,761.54	7,838.59	9,270.01	7,720.24	10,864.00	10,864.00	9,180.00	2,000 gal / Toyo Heaters
11.6331.8030	Machinery & Equipment	-	-	-	12,906.27	-	13,376.59	-	
Total St. Joseph's Church:		19,412.79	22,003.00	24,797.98	38,257.61	40,098.00	43,744.59	39,460.00	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Mini Convention Center									
11.6332.1421	Health Insurance - MCC	-	-	-	-	-	-	-	
11.6332.1431	Life Insurance - MCC	-	-	-	-	-	-	-	
11.6332.1441	FICA/Medicare - MCC	-	-	-	-	-	-	-	
11.6332.1461	PERS - MCC	-	-	-	-	-	-	-	
11.6332.1471	Workers' Comp Insurance - MCC	-	-	-	-	-	-	-	
11.6332.1530	Property/Building Insurance	31,415.00	39,761.00	4,604.00	4,665.00	5,704.00	5,704.00	10,000.00	Flood Insurance, Building Insurance \$5,313
11.6332.1820	Engineering/Architectural Svcs	-	-	-	-	-	-	-	
11.6332.1870	Other Professional/Contract Sv	-	-	2,717.23	300.00	1,500.00	1,000.00	1,000.00	DEC \$500, GCSIT
11.6332.2010	Communications	542.65	491.90	3,886.35	439.29	6,100.00	6,100.00	6,000.00	Fastwyre Local Phone \$540, Fiber \$5400
11.6332.2012	Computer Network/Hardware/Soft	89.22	89.22	4,557.88	504.50	3,500.00	3,500.00	5,500.00	MSDS Online \$90, IT Devices Meraki Lcns \$355, Projector \$5000
11.6332.2071	Operating Supplies	-	-	9,142.48	3,616.05	2,500.00	2,500.00	1,000.00	
11.6332.4050	Small Tools & Equipment	142.75	1,072.89	-	20.00	1,200.00	1,200.00	500.00	
11.6332.4060	Tools & Eq Repair & Maint	-	-	-	-	-	-	-	
11.6332.7001	Salaries - MCC (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6332.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6332.7005	Building Maintenance Contracts	70.00	7,027.14	60.00	-	-	-	-	
11.6332.7010	Bldg Maint Materials & Supply	6,125.26	30,403.86	13,668.66	718.35	11,500.00	11,500.00	6,000.00	Finish Remodel: Cabinets & Small Appliances
11.6332.7011	Janitorial Services & Supplies	133.37	269.99	891.93	338.56	900.00	900.00	900.00	
11.6332.7020	Utilities - MCC	-	-	-	-	-	-	-	
11.6332.7021	Utilities - Electric	9,258.91	5,452.15	5,065.26	3,346.87	5,800.00	4,500.00	5,100.00	
11.6332.7022	Utilities - Water	4,921.68	2,268.08	2,094.48	1,751.60	2,000.00	2,000.00	2,100.00	
11.6332.7023	Utilities - Sewer	5,044.56	1,860.24	1,651.92	1,384.04	1,850.00	1,850.00	1,850.00	
11.6332.7024	Utilities - Garbage	2,875.95	2,195.57	3,130.39	2,573.28	3,150.00	3,150.00	3,150.00	
11.6332.7025	Utilities - Heat	10,871.01	13,655.88	26,856.41	20,791.74	18,928.00	21,719.88	21,719.88	4,732 gal
Total Mini Convention Center:		71,490.36	104,547.92	78,326.99	40,449.28	64,632.00	65,623.88	64,819.88	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Public Works Building									
11.6334.1105	Salaries - Temporary		-	12,286.38	7,450.80	-	15,000.00	-	
11.6334.1421	Health Insurance - PWKS Bldg	-	-	-	-	-	-	-	
11.6334.1431	Life Insurance - PWKS Bldg	-	-	-	-	-	-	-	
11.6334.1441	FICA/Medicare - PWKS Bldg	-	-	939.91	570.01	-	1,147.50	-	
11.6334.1461	PERS - PWKS Bldg	-	-	-	-	-	-	-	
11.6334.1471	Workers' Comp Ins - PWKS Bldg	-	-	-	-	-	570.00	-	
11.6334.1530	Property/Building Insurance	2,095.00	2,701.00	3,485.61	4,711.00	4,711.00	4,711.00	5,367.00	
11.6334.1870	Other Professional/Contract Sv	-	-	5,390.00	51,406.00	-	52,000.00	30,000.00	Temporary Storage due to Fire
11.6334.2012	Computer Network/Hardware/Soft	-	-	-	-	-	-	-	
11.6334.4050	Small Tools & Equipment	-	-	-	742.26	5,000.00	5,000.00	-	
11.6334.7001	Salaries - Public Works Bldg	-	-	-	-	-	-	-	
11.6334.7005	Building Maintenance Contracts	70.00	60.00	-	28,059.00	100.00	30,000.00	100.00	SOA Boiler Inspection (F24 Replcd Damage Siren)
11.6334.7010	Bldg Maint Materials & Supply	817.45	3,379.43	7,625.03	41,612.83	3,500.00	55,000.00	7,000.00	
11.6334.7011	Janitorial Services & Supplies	-	-	-	286.87	-	-	-	
11.6334.7020	Utilities - Public Works Bldg	-	-	-	-	-	-	-	
11.6334.7021	Utilities - Electric	8,156.26	8,167.28	8,998.63	5,886.30	8,700.00	8,000.00	8,000.00	
11.6334.7022	Utilities - Water	909.24	909.24	909.24	757.70	910.00	910.00	910.00	
11.6334.7023	Utilities - Sewer	893.04	893.04	893.04	744.20	900.00	900.00	900.00	
11.6334.7024	Utilities - Garbage	868.55	862.68	904.33	1,132.41	910.00	910.00	910.00	
11.6334.7025	Utilities - Heat	15,699.46	27,385.30	44,577.91	26,476.37	34,000.00	39,015.00	36,720.00	8,000 gal
Total Public Works Building:		29,509.00	44,357.97	86,010.08	169,835.75	58,731.00	213,163.50	89,907.00	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Senior Citizens Building									
11.6335.1421	Health Insurance - SCC	-	-	-	-	-	-	-	
11.6335.1431	Life Insurance - SCC	-	-	-	-	-	-	-	
11.6335.1441	FICA/Medicare - SCC	-	-	-	-	-	-	-	
11.6335.1461	PERS - SCC	-	-	-	-	-	-	-	
11.6335.1471	Workers' Comp Insurance - SCC	-	-	-	-	-	-	-	
11.6335.1530	Property/Building Insurance	3,527.00	4,589.00	5,823.00	7,692.00	7,692.00	7,692.00	8,760.00	
11.6335.1870	Other Professional/Contract Sv	-	-	-	-	-	-	-	
11.6335.2012	Computer Network/Hardware/Soft	-	-	-	-	-	-	-	
11.6335.2071	Operating Supplies	4,715.25	6,739.95	5,800.68	4,815.74	6,000.00	7,000.00	6,500.00	BFI Propane Expense
11.6335.4050	Small Tools & Equipment	-	-	-	-	-	-	-	
11.6335.7001	Salaries - SCC (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6335.7002	Salaries - SCC Janitorial	-	-	-	-	-	-	-	
11.6335.7005	Building Maintenance Contracts	7,025.89	3,610.13	3,360.09	4,798.65	4,000.00	4,800.00	4,800.00	SCC Elev Mtnc \$2750, Yukon Fire Sprinkler, Fire Alarm Inspection \$1000, Freezer Insp, Elevator Inspection, North Star Cellular Monitoring \$600, SOA DOL Elev Inspec \$450
11.6335.7010	Bldg Maint Materials & Supply	5,414.52	2,265.40	2,538.46	1,478.42	7,000.00	2,000.00	7,000.00	
11.6335.7020	Utilities - SCC	-	-	-	-	-	-	-	
11.6335.7021	Utilities - Electric	12,430.09	16,702.36	18,647.91	12,933.68	18,500.00	17,000.00	15,000.00	
11.6335.7022	Utilities - Water	2,291.60	2,614.00	2,812.40	2,378.80	2,850.00	2,850.00	2,850.00	
11.6335.7023	Utilities - Sewer	1,146.00	1,532.88	1,770.96	1,517.96	1,800.00	1,800.00	1,800.00	
11.6335.7024	Utilities - Garbage	5,533.21	5,496.04	5,761.20	4,736.02	5,800.00	5,800.00	5,800.00	
11.6335.7025	Utilities - Heat	9,475.23	11,548.59	21,528.97	14,339.71	15,680.00	15,293.88	19,117.35	8,500 gal (8500 x 4.59 = 39,015 x .49)
11.6335.8030	Machinery & Equipment	-	-	-	-	-	-	-	
Total Senior Citizens Building:		51,558.79	55,098.35	68,043.67	54,690.98	69,322.00	64,235.88	71,627.35	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Landfill									
11.6336.1101	Salaries-Beam Road-Operators	79,099.89	72,895.61	78,641.75	62,061.91	89,082.64	86,904.81	92,085.80	1 Landfill Operator
11.6336.1102	Salaries-CntrCrk-Operators	6,067.08	9,596.50	22,442.88	12,246.41	17,816.53	17,816.53	19,452.63	5% Road Crew Operators shared
11.6336.1201	Salaries - Overtime	2,289.54	1,439.96	9,515.95	6,898.12	6,000.00	9,500.00	6,500.00	
11.6336.1411	Accrued Personal Lv - Landfill	-	-	-	-	971.27	971.27	1,000.35	
11.6336.1421	Health Insurance - Landfill	10,866.05	9,408.79	16,332.18	10,317.04	13,589.16	15,063.85	18,965.72	
11.6336.1431	Life Insurance - Landfill	143.44	131.20	166.22	113.02	138.00	161.22	165.60	
11.6336.1441	FICA/Medicare - Landfill	6,690.38	6,420.80	8,435.54	6,212.31	8,636.79	8,737.93	9,029.94	
11.6336.1461	PERS - Landfill	23,163.35	23,118.89	27,041.17	17,792.57	24,837.82	25,128.69	25,968.45	
11.6336.1471	Workers' Comp Ins - Landfill	4,397.15	4,384.55	6,232.23	6,456.71	6,456.71	6,456.71	6,934.53	
	Subtotal Salaries & Benefits:	132,716.88	127,396.30	168,807.92	122,098.09	167,528.92	170,741.01	180,103.02	
11.6336.1520	Vehicle/Eq Insurance	2,789.00	1,144.00	1,144.00	1,144.00	1,144.00	1,144.00	1,144.00	2010 Komatsu Dozer, 966F Loader
11.6336.1530	Property/Building Insurance	1,440.00	1,870.00	2,397.00	3,253.00	3,253.00	3,253.00	3,706.00	
11.6336.1820	Engineering/Architectural Svcs	83,151.79	76,849.25	70,526.81	80,492.83	87,500.00	87,500.00	86,875.00	Bristol Task Order #5 - Landfill Engineering \$37,500 / Groundwater Sampling \$49,375
11.6336.1840	Survey/Appraisal Services	13,765.00	12,815.00	11,385.00	12,745.00	15,750.00	15,750.00	12,800.00	SOA DEC Annual Permitting \$8250, Survey Svcs \$4500,
11.6336.1870	Other Professional/Contract Sv	7,285.34	3,132.25	3,748.75	5,053.75	2,000.00	8,500.00	5,500.00	Pederson \$700, Qtrucking Equip Hauling Fees \$500, Environmental Monitoring Water Sampling \$4000
11.6336.1940	Advertising	-	183.60	-	-	200.00	-	-	
11.6336.2010	Communications	447.40	438.37	488.27	336.11	500.00	500.00	500.00	Fastwyre Local Phone
11.6336.2012	Computer Network/Hardware/Soft	-	-	-	-	-	-	-	
11.6336.2030	Travel, Training & Related Cost	-	-	-	-	-	-	-	
11.6336.2040	Clothing, Safety Gear	-	-	957.37	151.55	1,500.00	1,500.00	2,000.00	Jackets/Safety Gear
11.6336.2071	Operating Supplies	44.00	47.38	1,280.18	758.70	1,000.00	1,000.00	1,000.00	
11.6336.3030	Recycling Center	-	-	-	-	-	-	-	
11.6336.4010	Gas & Oil Supplies	10,944.27	13,190.00	24,103.45	11,188.48	14,000.00	16,000.00	15,000.00	
11.6336.4020	Vehicle/Eq Parts & Supply	8,348.85	2,191.55	50,230.14	1,268.02	15,000.00	15,000.00	40,000.00	Tire Replacement: 966F Loader
11.6336.4030	Vehicle/Eq Maintenance	-	-	-	-	-	-	-	
11.6336.4040	Vehicle Regis & Permits	-	10.00	-	-	10.00	10.00	10.00	
11.6336.4050	Small Tools & Equipment	2,285.64	133.12	-	8,538.96	8,000.00	8,000.00	8,000.00	Can Crusher, Welder, Occupational Health
11.6336.7001	Salaries-Bldg Mtnc CC & Beam	-	-	-	-	-	-	-	
11.6336.7005	Building Maintenance Contracts	140.00	-	60.00	-	140.00	140.00	140.00	SOA Boiler Certification
11.6336.7010	Bldg Maint Materials & Supply	532.57	17,266.35	2,524.85	233.20	4,000.00	4,000.00	6,000.00	Lighting Upgrades to LED
11.6336.7020	Utilities - Landfill Building	-	-	-	-	-	-	-	
11.6336.7021	Utilities - Electric	5,059.52	6,084.81	12,437.68	11,534.89	11,500.00	15,200.00	12,500.00	
11.6336.7022	Utilities - Water	-	-	-	-	-	-	-	
11.6336.7023	Utilities - Sewer	-	-	-	-	-	-	-	
11.6336.7024	Utilities - Garbage	-	-	-	-	-	-	-	
11.6336.7025	Utilities - Heat	6,748.90	9,398.32	15,287.87	5,267.25	11,460.00	6,500.00	6,500.00	2,800 gal - Oil Burner In Service in F23
11.6336.7500	Debt Payment	50,750.96	-	-	-	-	-	-	
11.6336.8030	Machinery & Equipment	-	15,389.48	13,587.79	34,950.00	25,000.00	34,950.00	25,000.00	Additional netting and repairs to fence for litter control
	Total Landfill:	326,450.12	287,539.78	378,967.08	299,013.83	369,485.92	389,688.01	406,778.02	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
	Cemetery								
11.6337.1101	Salaries - Morgue	14,665.03	11,911.59	9,968.08	19,656.79	20,985.12	28,736.11	36,646.25	5% PW Ops Shared, 1 Summer Laborer 6 mo, 1 Summer Laborer 3 mo, 1 Summer Carpenter 4 mo
11.6337.1411	Accrued Leave - Morgue	-	-	-	-	-	-	-	
11.6337.1421	Health Insurance - Morgue	591.58	757.21	926.81	4,353.74	1,076.75	6,004.71	4,966.04	
11.6337.1431	Life Insurance - Morgue	5.10	7.95	11.00	27.26	41.40	44.27	32.93	
11.6337.1441	FICA/Medicare - Morgue	1,121.91	911.24	762.57	1,503.77	1,605.36	2,198.31	2,803.36	
11.6337.1461	PERS - Morgue	1,368.95	844.12	2,578.29	3,872.62	4,616.73	6,321.94	4,279.58	
11.6337.1471	Workers' Comp Ins - Morgue	631.98	1,117.80	1,268.30	763.85	763.85	763.85	2,106.11	
	Subtotal Salaries & Benefits	18,384.55	15,549.91	15,515.05	30,178.03	29,089.21	44,069.19	50,834.27	
11.6337.1520	Vehicle/Eq Insurance	97.00	97.00	97.00	97.00	97.00	97.00	97.00	2008 Kubota Mini Excavator
11.6337.1530	Property/Building Insurance	727.00	926.00	1,219.00	1,580.00	1,580.00	1,580.00	1,800.00	
11.6337.1840	Survey/Appraisal Services	-	-	-	-	-	-	-	
11.6337.1870	Other Professional/Contract Sv	130.00	-	1,200.00	450.00	1,500.00	1,500.00	1,500.00	Qtrucking Equip Hauling Fees, Arctic Refrig Prof Svcs
11.6337.1940	Advertising	-	-	-	-	-	-	-	
11.6337.2010	Communications	267.71	221.70	229.12	157.44	250.00	250.00	250.00	NJUS Local Phone/Net \$250
11.6337.2012	Computer Network/Hardware/Soft	1,734.22	1,239.22	1,449.98	1,150.00	1,755.00	1,755.00	2,000.00	MSDS Online \$110, Ramaker Annual Mtncl & Cloud Hosting \$1150, Autodeck Fusion 360 \$495, iPad
11.6337.2030	Travel, Training & Related Cost	-	-	-	-	-	-	-	
11.6337.2040	Uniform/Clothing	-	-	-	-	-	-	-	
11.6337.2070	Office Supplies	-	-	-	-	-	-	-	
11.6337.2071	Operating Supplies	8.05	-	-	155.99	150.00	150.00	100.00	
11.6337.4010	Gas & Oil Supplies	37.17	24.46	-	8.04	100.00	100.00	50.00	
11.6337.4020	Vehicle/Eq Parts & Supply	563.21	618.38	1,703.20	137.22	700.00	700.00	700.00	
11.6337.4030	Vehicle/Eq Maintenance	-	-	-	-	-	-	-	
11.6337.4040	Vehicle Regis & Permits	10.00	-	10.00	-	10.00	10.00	10.00	
11.6337.4050	Small Tools & Equipment	377.89	1,610.15	-	-	1,000.00	1,000.00	500.00	
11.6337.4060	Tools & Eq Repair & Maint	153.00	109.21	51.83	-	400.00	400.00	200.00	
11.6337.4080	Road Maintenance Materials	-	5,040.00	-	-	5,000.00	5,000.00	5,000.00	Cover material for burials
11.6337.7001	Salaries - Morgue (Bldg Mtncl)	-	-	-	-	-	-	-	
11.6337.7005	Building Maintenance Contracts	305.00	-	-	-	500.00	500.00	500.00	Freezer Inspection
11.6337.7010	Bldg Maint Materials & Supply	853.89	897.91	107.73	4,369.96	1,200.00	6,000.00	6,000.00	Interior upgrades and replacement of damaged crosses in cemetery
11.6337.7011	Janitorial Services & Supplies	-	-	-	-	-	-	-	
11.6337.7020	Utilities - Morgue Building	-	-	-	-	-	-	-	
11.6337.7021	Utilities - Electric	8,263.24	6,274.23	6,335.80	5,141.62	7,650.00	7,000.00	6,400.00	
11.6337.7022	Utilities - Water	-	-	-	-	-	-	-	
11.6337.7023	Utilities - Sewer	-	-	-	-	-	-	-	
11.6337.7024	Utilities - Garbage	-	-	-	-	-	-	-	
11.6337.7025	Utilities - Heat	864.79	1,050.00	1,853.00	1,420.92	1,356.00	1,836.00	1,656.99	361 gal
11.6337.7540	Credit Card Service Fees	-	-	-	-	-	-	-	
11.6337.8010	Land/Buildings & Improvements	-	-	-	57.47	4,000.00	4,000.00	2,000.00	Cross repair
11.6337.8030	Machinery & Equipment	-	7,874.56	-	10,449.88	32,000.00	23,000.00	10,000.00	Casket Carriage Lowering Devise (not purchased in F24)
	Total Cemetery:	32,776.72	41,532.73	29,771.71	55,353.57	88,337.21	98,947.19	89,598.26	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Parks / Playgrounds / Lights									
11.6338.1101	Salaries - Parks	-	-	-	-	-	-	-	
11.6338.1421	Health Insurance - Parks	-	-	-	-	-	-	-	
11.6338.1431	Life Insurance - Parks	-	-	-	-	-	-	-	
11.6338.1441	FICA/Medicare - Parks	-	-	-	-	-	-	-	
11.6338.1461	PERS - Parks	-	-	-	-	-	-	-	
11.6338.1471	Workers' Comp Ins - Parks	-	-	-	-	-	-	-	
	Subtotal Salaries & Benefits:	-	-	-	-	-	-	-	
11.6338.1520	Vehicle Insurance	92.00	-	-	-	-	-	-	
11.6338.1820	Engineering/Architectural Svcs	-	-	-	-	-	-	-	
11.6338.1870	Other Professional/Contract Sv	2,060.31	7,596.98	1,085.00	49.79	2,000.00	1,500.00	1,500.00	SOA DEC Fees
11.6338.1940	Advertising	-	-	-	-	-	-	-	
11.6338.2012	Computer Network/Hardware/Soft	-	-	-	-	-	-	-	
11.6338.2071	Operating Supplies	-	-	-	-	-	-	-	
11.6338.2210	City Beautification/Betterment	-	-	-	-	-	-	-	
11.6338.4010	Gas & Oil Supplies	-	193.34	-	-	300.00	300.00	-	
11.6338.4020	Vehicle/Eq Parts & Supply	-	615.58	636.59	412.95	500.00	500.00	650.00	
11.6338.4050	Small Tools & Equipment	-	6,805.47	-	-	4,000.00	4,000.00	1,000.00	
11.6338.4080	Road Maintenance Materials	-	-	-	-	-	-	-	
11.6338.7001	Salaries - Parks/Playgrounds	-	-	-	-	-	-	-	
11.6338.7002	Salaries - Monuments, Signs	-	-	-	-	-	-	-	
11.6338.7005	Building Maintenance Contracts	-	-	-	-	-	-	-	
11.6338.7010	Bldg Maint Materials & Supply	4,173.69	2,465.11	2,516.83	587.11	20,000.00	2,000.00	25,000.00	Iditarod Arch \$20,000 / Improvements at Ballfield/Ice Rink \$5,000
11.6338.7020	Utilities	-	-	-	-	-	-	-	
11.6338.7021	Utilities - Electric	20,290.98	21,013.91	27,011.89	19,181.61	26,125.00	21,000.00	22,000.00	
11.6338.7022	Utilities - Water	-	-	-	-	-	-	-	
11.6338.7023	Utilities - Sewer	-	-	-	-	600.00	600.00	-	
11.6338.7024	Utilities - Garbage	7,448.69	7,398.54	7,755.55	6,375.40	7,795.00	7,795.00	7,795.00	
11.6338.7025	Utilities - Heat	1,806.07	2,176.17	3,895.47	3,486.87	2,800.00	2,800.00	3,442.50	750 gal
11.6338.8010	Land/Buildings & Improvements	-	-	10,324.05	10,222.70	10,000.00	10,000.00	10,000.00	Mulch for Playground Icy View
11.6338.8030	Machinery & Equipment	-	-	-	-	-	-	-	
	Total Parks / Playgrounds / Lights:	35,871.74	48,265.10	53,225.38	40,316.43	74,120.00	50,495.00	71,387.50	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Road Maintenance									
11.6339.1101	Salaries - Public Works Supervisor	-	-	48,866.39	35,206.42	51,558.40	46,322.36	55,592.08	1 Public Works Supervisor 50% Shared with Building Maint
11.6339.1102	Salaries - Operators	227,000.41	235,580.96	296,254.26	269,661.95	326,073.53	326,073.53	395,282.30	1 Road Crew Foreman, 4 Equip Operators, 1 Driver (12% Transferred between Landfill, Cemetery, Port)
11.6339.1103	Salaries - Veh Maintenance	-	-	53,563.55	60,280.00	70,600.56	74,703.88	76,364.64	1 City Mechanic
11.6339.1104	Salaries - Admin-Purchasing	-	-	-	-	34,200.00	7,492.00	31,764.48	1 Purchasing Manager 6 Mo - Shared with Port
11.6339.1105	Salaries - Temporary Help	41,581.92	52,245.46	26,493.75	28,854.35	35,000.00	35,000.00	32,000.00	
11.6339.1201	Salaries - Overtime	77,000.82	83,274.75	112,176.70	118,069.39	80,000.00	100,000.00	90,000.00	
11.6339.1411	Accrued Personal Lv-Operators	3,120.99	-	(1,345.20)	-	4,739.61	4,739.61	4,999.37	
11.6339.1421	Health Ins - Operators	57,635.27	50,489.89	84,258.73	89,636.45	122,758.44	104,812.75	133,937.34	
11.6339.1431	Life Insurance - Operators	452.95	498.42	744.54	626.41	834.07	838.45	934.87	
11.6339.1441	FICA/Medicare - Operators	26,736.42	28,490.82	41,615.61	39,173.39	45,703.59	45,103.77	52,096.77	
11.6339.1461	PERS - Operators	89,867.31	84,245.23	123,257.05	100,831.17	123,735.04	128,173.02	142,780.82	
11.6339.1471	Workers' Comp Ins - Operators	12,685.28	23,174.72	35,337.94	34,118.40	34,118.40	34,118.40	38,959.98	
	Subtotal Salaries & Benefits:	536,081.37	558,000.25	821,223.32	776,457.93	929,321.64	907,377.77	1,054,712.65	
11.6339.1520	Vehicle Insurance	23,842.02	19,032.00	18,617.90	17,064.00	16,046.00	17,064.00	17,064.00	
11.6339.1530	Property/Building Insurance	1,143.00	1,453.00	1,996.00	2,700.00	2,700.00	2,700.00	3,076.00	
11.6339.1820	Engineering/Architectural Svcs	-	-	-	-	-	-	-	
11.6339.1840	Survey/Appraisal Services	-	-	-	-	-	-	-	
11.6339.1860	Snow Removal	268,377.50	293,675.50	461,978.50	523,341.00	275,000.00	450,000.00	400,000.00	
11.6339.1870	Other Professional/Contract Sv	-	4,040.40	16,910.00	8,025.00	6,000.00	6,000.00	4,200.00	Maintain X \$2646, Q Trucking \$1500
11.6339.1940	Advertising	1,629.15	2,798.20	1,337.90	673.20	2,000.00	1,500.00	1,500.00	
11.6339.2010	Communications	623.78	953.56	1,261.66	1,047.80	1,175.00	1,175.00	1,175.00	NJUS Phone/Net \$575, AT&T Cell \$600
11.6339.2012	Computer Network/Hardware/Soft	2,507.34	6,365.71	6,166.78	14,343.18	12,000.00	12,500.00	15,000.00	MSDS Online \$250, Smartnet Renewal \$400, Construction Machinery Annual Subscription for Tech Tool \$3000, Freightliner/Volvo Software for Mtn \$3000, Cat Subscription \$3000, Ford \$1000, Cummins \$1000, Weather Station \$3000
11.6339.2020	Dues & Memberships	-	-	-	-	-	-	-	
11.6339.2030	Travel,Training & Related Cost	-	876.00	-	863.87	5,000.00	3,000.00	2,000.00	
11.6339.2040	Uniform/Clothing	488.69	200.50	4,161.52	432.90	2,500.00	2,000.00	3,500.00	Jackets & Safety Gear
11.6339.2070	Office Supplies	67.35	44.26	82.42	195.74	100.00	250.00	200.00	
11.6339.2071	Operating Supplies	2,399.44	10,204.10	16,377.82	6,151.25	7,000.00	7,500.00	7,000.00	
11.6339.4010	Gas & Oil Supplies	93,094.04	103,404.23	212,463.79	175,008.20	115,000.00	200,000.00	180,000.00	
11.6339.4020	Vehicle/Eq Parts & Supply	101,498.52	128,760.92	164,559.15	133,387.77	130,000.00	180,000.00	160,000.00	
11.6339.4030	Vehicle/Eq Maintenance	46,100.78	5,800.74	910.32	-	5,000.00	2,500.00	1,000.00	
11.6339.4040	Vehicle Regis & Permits	1,430.00	40.00	135.00	2,240.00	3,500.00	3,750.00	3,750.00	SOA DOT Summer/Winter Road Permits \$3300 , DMV Fees
11.6339.4050	Small Tools & Equipment	14,672.73	2,909.02	18,616.56	15,177.85	11,000.00	15,000.00	11,000.00	
11.6339.4060	Tools & Eq Repair & Maint	588.09	492.49	2,763.90	1,572.00	2,000.00	1,500.00	1,500.00	
11.6339.4080	Road Maintenance Materials	143,493.04	143,923.73	180,205.29	143,104.80	160,000.00	160,000.00	160,000.00	Gravel, Calcium Chloride and Road signs

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.6339.7001	Salaries GGG Bldg Maint	-	-	-	-	-	-	-	
11.6339.7005	Building Maintenance Contracts	-	60.00	60.00	60.00	100.00	100.00	100.00	
11.6339.7010	Bldg Maint Materials & Supply	5,019.86	4,077.85	21,147.77	11,812.97	15,000.00	15,000.00	15,000.00	
11.6339.7011	Janitorial Services & Supplies	-	266.76	310.24	125.95	500.00	500.00	500.00	
11.6339.7021	Utilities - Electric	32,684.74	43,719.01	21,988.37	9,339.42	35,000.00	30,000.00	25,000.00	Grader Greg's Garage, Heat Trace
11.6339.7022	Utilities - Water	-	-	-	-	-	-	-	
11.6339.7025	Utilities - Heat	8,594.57	8,429.90	12,771.02	12,413.15	13,500.00	13,770.00	13,770.00	3,000 gal
11.6339.7540	Banking/Credit Card Fees	-	-	-	5.00	-	-	-	
11.6339.8030	Machinery & Equipment	-	-	-	6,935.00	15,000.00	15,000.00	8,000.00	Small Tire Machine
Total Road Maintenance:		1,284,336.01	1,339,528.13	1,986,045.23	1,862,477.98	1,764,442.64	2,048,186.77	2,089,047.65	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Recreation									
11.6410.1101	Salaries - NRC Director	75,940.45	111,525.92	113,773.73	94,714.40	115,481.17	117,265.14	119,004.18	1 Director - Exempt
11.6410.1102	Salaries - Staff	142,581.25	159,848.41	227,167.32	179,248.28	232,981.90	236,499.71	242,057.90	1 Asst Dir, 2 F/T Attn, 3 P/T Attn
11.6410.1103	Salaries - Staff Janitor	45,226.51	50,450.38	22,070.70	38,119.74	56,055.68	47,895.74	52,615.28	1 Janitor
11.6410.1104	Salaries - Bowling Alley Staff	7,043.75	8,202.50	9,822.50	8,100.00	8,750.00	8,750.00	8,750.00	1 Bowling Manager P/T
11.6410.1105	Salaries - Laborer	222.34	6,972.48	-	-	-	-	-	
11.6410.1106	Salaries - Programming				-	71,292.00	17,488.00	71,550.72	1 Program Coordinator
11.6410.1201	Salaries - Overtime	827.41	7,503.47	9,401.10	7,860.15	5,000.00	10,000.00	8,000.00	
11.6410.1411	Accrued Personal Leave - NRC	24,282.97	24,323.19	5,090.82	959.94	4,621.00	4,621.00	7,498.55	
11.6410.1421	Health Insurance - NRC	44,817.18	52,897.60	53,884.91	56,213.62	80,381.52	71,683.53	109,622.40	
11.6410.1431	Life Insurance - NRC	572.82	563.28	627.58	499.67	833.64	615.61	833.64	
11.6410.1441	FICA/Medicare - NRC	22,653.64	28,215.39	29,661.41	25,168.77	37,451.40	33,530.27	38,401.32	
11.6410.1461	PERS - NRC	76,062.81	80,571.33	85,523.78	61,222.30	98,041.68	82,663.50	105,917.02	
11.6410.1471	Workers' Comp Insurance - NRC	10,097.81	8,746.13	5,783.06	8,586.36	8,586.36	8,586.36	10,008.35	
	Subtotal Salaries & Benefits:	450,328.94	539,820.08	562,806.91	480,693.23	719,476.35	639,598.86	774,259.36	
11.6410.1520	Vehicle Insurance	634.00	418.00	418.00	418.00	418.00	418.00	418.00	2001 Ford F250
11.6410.1530	Property/Building Insurance	9,587.00	12,430.00	16,059.00	21,392.00	21,392.00	21,392.00	24,369.00	
11.6410.1870	Other Professional/Contract Sv	1,526.41	8,885.36	16,582.47	16,159.87	16,500.00	18,000.00	16,500.00	Referees - Basketball, Volleyball, Youth Softball;
11.6410.1940	Advertising	-	-	234.60	1,642.63	-	1,500.00	-	
11.6410.2010	Communications	4,666.18	3,868.29	7,326.48	5,253.68	7,900.00	7,900.00	7,900.00	Fastwyre \$1075, NJUS Phone/Internet \$900, GCI LD \$100, GCI Sports Package \$5802 (\$483.50 per mo); May Svs Start StarLink \$90 unlimited plus Dish-Basic \$800
11.6410.2012	Computer Network/Hardware/Soft	2,722.13	-	117.30	1,896.02	3,500.00	3,500.00	2,500.00	Smartnet Renewal \$1435, MyRec Recreation Management \$1000 est
11.6410.2020	Dues & Memberships	-	175.00	229.00	180.00	400.00	400.00	365.00	ARPA x2 \$95, NRPA \$175
11.6410.2030	Travel, Training & Related Cost	175.00	5,434.34	5,095.21	6,166.79	6,000.00	6,000.00	7,000.00	Dir: NRPA, ARPA, ITC Start, Asst Dir: ARPA & PERMS
11.6410.2040	Uniform/Clothing	-	-	-	-	-	-	-	
11.6410.2070	Office Supplies	464.29	198.75	552.38	419.00	300.00	425.00	300.00	
11.6410.2071	Operating Supplies	2,510.27	4,175.36	5,767.84	4,089.75	6,000.00	5,000.00	8,000.00	Increase for \$2000 Bowling Alley Supplies/New Shoes - current inventory worn out
11.6410.2073	Resale Supplies	14,349.47	5,870.90	11,876.93	8,233.15	14,000.00	16,500.00	14,000.00	Vending Machine Supplies
11.6410.2078	Youth Programs Supplies	1,587.54	681.62	5,109.16	2,696.29	1,250.00	2,500.00	2,000.00	Youth Softball Supplies
11.6410.3010	Sponsorship/Donations/Contrib	-	1,770.00	1,672.06	2,695.00	2,500.00	2,200.00	1,800.00	Facility Fee Waivers
11.6410.4010	Gas & Oil Supplies	1,557.34	1,814.74	2,929.96	3,530.70	2,000.00	3,000.00	3,000.00	
11.6410.4020	Vehicle/Eq Parts & Supply	1,341.02	395.66	327.64	182.08	1,000.00	1,000.00	500.00	
11.6410.4030	Vehicle/Eq Maintenance	2,022.81	642.25	-	-	1,000.00	1,000.00	500.00	
11.6410.4040	Vehicle Regis & Permits	-	10.00	-	-	10.00	10.00	10.00	
11.6410.4050	Small Tools & Equipment	3,135.88	685.20	1,534.69	313.33	1,000.00	1,000.00	800.00	
11.6410.4060	Tools & Eq Repair & Maint	1,876.36	2,787.60	4,609.41	732.60	3,000.00	4,000.00	3,000.00	Cardio Tech Visit - Replacement Parts

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.6410.7001	Salaries - NRC (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6410.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6410.7005	Building Maintenance Contracts	3,510.21	660.00	3,554.26	1,783.57	4,500.00	4,500.00	4,000.00	Cardio Tech Visit Labor \$2500, Annual Fire Inspection Fee \$1160, SOA DOL Boiler Insp \$200, PK Electric Prof Svcs, Arctic Refrig Prof Svcs
11.6410.7010	Bldg Maint Materials & Supply	4,121.88	16,183.42	14,776.05	6,911.12	12,000.00	10,000.00	12,000.00	General Maintenance/ Build Additional Storage
11.6410.7011	Janitorial Services & Supplies	7,585.01	3,563.02	4,926.21	8,605.12	7,000.00	10,000.00	9,000.00	Supply & Shipping Costs rising
11.6410.7020	Utilities	-	-	-	-	-	-	-	
11.6410.7021	Utilities - Electric	32,824.35	39,884.68	47,520.40	30,598.48	43,700.00	40,000.00	40,000.00	
11.6410.7022	Utilities - Water	5,153.44	6,641.44	8,216.24	10,812.80	7,250.00	7,250.00	8,500.00	
11.6410.7023	Utilities - Sewer	3,095.28	4,880.88	7,070.64	10,551.32	6,150.00	6,150.00	7,500.00	
11.6410.7024	Utilities - Garbage	7,448.69	8,721.51	4,817.19	3,946.68	5,000.00	5,000.00	5,000.00	
11.6410.7025	Utilities - Heat	39,904.85	44,394.45	58,611.81	39,119.81	63,636.00	68,850.00	61,506.00	13,400 gal
11.6410.7540	Credit Card Service Fees	-	-	-	-	-	-	-	
11.6410.8030	Machinery & Equipment	11,029.09	6,759.76	14,814.05	-	10,000.00	12,000.00	12,000.00	Cardio Equipment \$12000
Total Recreation:		613,157.44	721,752.31	807,555.89	669,023.02	966,882.35	899,093.86	1,026,727.36	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Swimming Pool									
11.6420.1101	Salaries - Pool Mgr, Assistant	-	-	-	-	-	-	-	
11.6420.1102	Salaries - Pool Lifeguards	12,044.15	25,394.22	26,482.41	76.65	32,348.53	8,087.13	32,592.00	Lead Guard 15 hrs, Lifeguard I,II,III,
11.6420.1103	Salaries - Clerical Assistant	-	-	-	-	750.00	187.50	750.00	
11.6420.1201	Salaries - Overtime	-	-	-	-	-	-	-	
11.6420.1411	Accrued Personal Leave - Pool	-	-	-	-	-	-	-	
11.6420.1421	Health Insurance - Pool	-	-	-	-	-	-	-	
11.6420.1431	Life Insurance - Pool	-	-	-	-	-	-	-	
11.6420.1441	FICA/Medicare - Pool	921.37	1,942.78	2,025.96	5.86	2,532.04	633.01	2,550.66	
11.6420.1461	PERS - Pool	-	-	-	-	-	-	4,549.16	
11.6420.1471	Workers' Comp Insurance	751.59	1,177.61	1,145.32	1,204.80	1,204.80	301.20	1,410.67	
	Subtotal Salaries & Benefits:	13,717.11	28,514.61	29,653.69	1,287.31	36,835.37	9,208.84	41,852.49	
11.6420.1530	Property/Building Insurance	-	-	-	-	-	-	-	
11.6420.1870	Other Professional/Contract Sv	342.38	-	343.84	-	2,000.00	500.00	1,000.00	Quarterly Water Quality Testing
11.6420.1940	Advertising	-	-	-	-	-	-	-	
11.6420.2010	Communications	459.40	450.37	500.27	345.17	500.00	500.00	500.00	Fastwyre Local Phone
11.6420.2012	Computer Network/Hardware/Soft	253.13	-	-	-	-	-	-	
11.6420.2030	Travel, Training & Related Cost	450.02	1,528.69	2,222.50	301.66	2,000.00	2,000.00	3,000.00	LeadGuard: ARC Lifeguard Instructor Cert / Dir: Aquatic Facility Operator Certification via NRPA
11.6420.2070	Office Supplies	33.36	-	-	-	100.00	-	-	
11.6420.2071	Operating Supplies	3,392.53	4,255.30	2,148.92	3,159.73	3,000.00	3,500.00	3,000.00	Chemical Expenses
11.6420.2073	Resale Supplies	970.84	867.54	1,002.51	-	900.00	-	450.00	Goggles, Ear & Nose Plugs
11.6420.4050	Small Tools & Equipment	1,771.09	12.96	-	-	500.00	500.00	250.00	
11.6420.4060	Tools & Eq Repair & Maint	254.33	1,007.23	-	-	500.00	500.00	500.00	
11.6420.7001	Salaries - Pool (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6420.7002	Pool Janitorial Contract	-	-	-	-	-	-	-	
11.6420.7005	Building Maintenance Contracts	-	28,756.78	-	3,936.00	5,000.00	5,000.00	4,000.00	Placeholder
11.6420.7010	Bldg Maint Materials & Supply	15,000.00	1,570.50	5,289.04	17,222.12	5,000.00	20,000.00	5,000.00	
11.6420.7011	Janitorial Services & Supplies	-	-	-	-	-	-	-	
11.6420.7020	Swimming Pool Utilities	-	-	-	-	-	-	-	
11.6420.7021	Utilities - Electric	-	-	-	-	-	-	-	
11.6420.7022	Utilities - Water	-	-	-	-	-	-	-	
11.6420.7023	Utilities - Sewer	-	-	-	-	-	-	-	
11.6420.7025	Utilities - Heat	-	-	-	-	-	-	-	
11.6420.8030	Machinery & Equipment	15,237.00	-	2,816.13	-	2,000.00	-	7,900.00	Replace Entry Rails x8 (\$300/Per); Elevated Lifeguard Chair \$5500
	Total Swimming Pool:	51,881.19	66,963.98	43,976.90	26,251.99	58,335.37	41,708.84	67,452.49	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Museum									
11.6510.1101	Salaries - Museum Director	86,729.96	89,475.94	33,684.57	57,072.08	85,000.00	74,379.85	92,461.97	1 Director
11.6510.1102	Salaries - Museum Staff	229.82	43,962.37	71,785.27	47,830.04	76,445.20	58,950.08	62,689.34	1 FT Collections Assistant, 1 Ed/Prog Coordinator 10-12 hours per week, 1 Mus Assistant 240 hr
11.6510.1103	Salaries - Museum Aide	-	-	-	-	-	-	14,058.88	1 FT Museum Aide Summer Temp
11.6510.1104	Salaries - Temporary Hire	-	1,474.12	-	2,008.80	-	2,500.00	-	
11.6510.1201	Salaries - Overtime	122.96	2,839.46	3,731.15	260.29	2,000.00	1,000.00	2,000.00	
11.6510.1411	Accrued Personal Lv - Museum	-	-	3,970.43	1,620.00	1,290.93	2,268.00	2,739.87	
11.6510.1421	Health Insurance - Museum	19,723.88	24,946.75	22,566.52	33,731.00	27,178.32	41,961.04	51,100.92	
11.6510.1431	Life Insurance - Museum	150.36	226.02	197.85	186.23	276.00	268.23	233.40	
11.6510.1441	FICA/Medicare - Museum	6,661.79	10,648.51	8,657.59	7,895.19	12,503.56	10,591.42	13,097.58	
11.6510.1461	PERS - Museum	25,923.87	39,016.81	25,563.53	21,922.73	31,388.72	27,914.26	33,432.74	
11.6510.1471	Workers' Comp Ins - Museum	399.57	449.15	646.40	473.99	473.99	473.99	616.35	
	Subtotal Salaries & Benefits:	139,942.21	213,039.13	170,803.31	173,000.35	236,556.72	220,306.87	272,431.05	
11.6510.1530	Property/Building Insurance	15,378.16	18,709.04	20,704.88	24,851.12	24,851.12	24,851.12	28,299.60	
11.6510.1870	Other Professional/Contract Sv	20,739.06	11,200.74	5,025.25	20,658.90	12,000.00	10,000.00	10,000.00	SOA DEC Fees, Printing/Copyediting
11.6510.1940	Advertising	869.20	875.20	705.20	1,267.20	900.00	4,000.00	900.00	Advertising for public programs, special exhibits, and museum events
11.6510.2010	Communications	1,489.61	1,160.45	1,652.59	846.93	1,250.00	1,250.00	1,250.00	Fastwyre \$269, NJUS Phone/Internet \$910, GCI LD \$50
11.6510.2012	Computer Network/Hardware/Soft	1,284.34	2,847.91	10,549.02	1,846.46	3,100.00	3,315.00	10,500.00	Smartnet Renewal \$665, MSDS Online \$110, 1 UPS \$2000, Past Perfect \$540, PC Replacements x1 \$1500, Notification System for patron entry \$4000
11.6510.2020	Dues & Memberships	636.00	365.00	-	-	500.00	500.00	250.00	Annual memberships and participation in Museums Alaska & Alaska Historical Society;
11.6510.2030	Travel, Training & Related Cost	235.00	320.34	229.03	1,248.81	2,000.00	1,250.00	2,500.00	
11.6510.2070	Office Supplies	49.57	96.79	10.70	-	100.00	-	75.00	
11.6510.2071	Operating Supplies	1,627.83	4,004.88	733.55	1,688.34	1,500.00	2,000.00	1,500.00	Education Materials & Refreshments for Public Programs; exhibit lights; furniture; artifact mounts, labels; photography & video material;
11.6510.2073	Resale Supplies	963.33	1,851.94	-	108.40	2,000.00	2,000.00	1,500.00	Restock T-Shirts & Hoodies
11.6510.2703	Exhibits/Artifacts	8,766.07	9,786.15	112.73	-	8,000.00	5,000.00	4,000.00	Display Improvement
11.6510.2704	Recruitment	-	-	-	-	1,000.00	-	-	
11.6510.2705	Inventory Archive	5,170.73	802.25	2,162.75	-	2,000.00	2,000.00	2,000.00	Archival supplies including acid-free storage boxes, photograph sleeves, nitrile gloves, acid-free folders, interlaying tissue, etc.
11.6510.3010	Sponsorship/Donation/Contribut	-	-	-	-	-	-	-	
11.6510.4050	Small Tools & Equipment	-	579.27	-	-	150.00	-	-	
11.6510.4060	Tools & Eq Repair & Maint	170.27	326.56	-	-	300.00	-	300.00	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
11.6510.7001	Salaries - Museum (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6510.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6510.7005	Building Maintenance Contracts	4,655.69	2,491.99	639.80	6,182.16	1,250.00	6,250.00	6,250.00	Annual Fire Inspection \$425, SOA DOL Boiler Inspection \$60, Yukon Fire Repair \$525, ATS AK \$220, Convergent \$4900
11.6510.7010	Bldg Maint Materials & Supply	4,142.48	6,612.44	2,458.67	2,340.82	7,500.00	7,500.00	7,500.00	Paint & Humidifier Canisters
11.6510.7011	Janitorial Services & Supplies	918.32	4,616.92	-	191.98	800.00	800.00	800.00	
11.6510.7020	Building Utilities	-	-	-	-	-	-	-	
11.6510.7021	Utilities - Electric 56%	6,796.37	20,709.66	22,801.62	14,120.50	22,400.00	20,000.00	20,000.00	Current Transformer rated at incorrect multiplier: Corrected to 120 vs 40 - NJUS previously under billing
11.6510.7022	Utilities - Water 56%	1,860.37	1,858.20	1,858.20	1,554.18	1,860.00	1,860.00	1,860.00	
11.6510.7023	Utilities - Sewer 56%	502.76	500.04	500.06	423.61	505.00	505.00	505.00	
11.6510.7024	Utilities - Garbage 56%	486.36	483.10	506.45	416.28	510.00	510.00	510.00	
11.6510.7025	Utilities - Heat 56%	18,853.25	19,863.80	26,149.42	19,995.34	25,462.08	29,217.74	27,811.73	10,820 gal (10,820 x 4.59=49,663.80 x .56)
11.6510.7530	Cash - Over/Short	-	-	-	-	5.00	5.00	5.00	
11.6510.7540	Credit Card Service Fees	-	9.59	11.88	12.78	10.00	15.00	15.00	
11.6510.8030	Machinery & Equipment	-	-	-	-	-	-	-	
Total Museum:		235,536.98	323,111.39	267,615.11	270,754.16	356,509.92	343,135.73	400,762.38	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Library									
11.6520.1101	Salaries - Librarian	76,738.99	102,269.81	111,497.52	94,253.02	114,300.37	116,113.19	118,161.68	1 Library Director
11.6520.1102	Salaries - Library Staff	37,860.68	50,305.41	68,833.50	54,775.32	82,558.27	77,542.99	100,109.51	1 Lib Asst, 1 PT Lib Clerk, 1 Lib Clerk 6 hr per week, 1 Lib Clerk 14 hr per week, 1 Summer Clerk Temp 20 hrs per week
11.6520.1103	Salaries - Library Aide	-	-	-	2,850.39	21,487.72	15,151.39	-	
11.6520.1201	Salaries - Overtime	-	-	1,299.36	-	1,500.00	1,500.00	-	
11.6520.1411	Accrued Personal Lv - Library	5,118.52	5,839.48	8,963.33	14,414.21	9,965.32	15,944.51	10,533.92	
11.6520.1421	Health Insurance - Library	32,527.82	39,052.18	52,262.39	46,334.00	55,600.80	55,600.80	57,321.84	
11.6520.1431	Life Insurance - Library	238.72	270.30	287.28	263.34	287.28	311.22	287.28	
11.6520.1441	FICA/Medicare - Library	9,240.39	12,027.73	14,544.87	12,687.42	16,818.25	17,308.28	16,736.00	
11.6520.1461	PERS - Library	39,478.04	43,315.99	40,598.99	29,877.44	41,774.48	39,337.35	43,834.12	
11.6520.1471	Workers' Comp Ins - Library	510.14	472.14	548.45	623.87	637.56	637.56	785.78	
	Subtotal Salaries & Benefits:	201,713.30	253,553.04	298,835.69	256,079.01	344,930.05	339,447.29	347,770.13	
11.6520.1530	Property/Building Insurance	6,316.03	7,684.07	8,503.79	10,206.71	10,206.71	10,206.71	11,623.05	
11.6520.1870	Other Professional/Contract Sv	2,456.04	2,670.25	4,670.25	3,914.66	2,670.00	3,670.00	2,600.00	Canon Fees \$1252, Boynton \$167, SOA DEC \$250
11.6520.1940	Advertising	765.00	666.74	892.50	1,096.50	900.00	1,500.00	1,000.00	Summer Reading Program Ad
11.6520.2010	Communications	4,772.34	4,067.80	4,130.90	2,307.25	4,200.00	4,200.00	5,300.00	Fastwyre DSL for Public Computers \$3350, 1x Fee \$993; NJUS Phone/Net \$700, GCI LD \$240
11.6520.2012	Computer Network/Hardware/Soft	2,318.34	1,451.91	904.02	2,580.96	3,000.00	3,000.00	5,500.00	Smartnet Renewal \$880, MSDS Online \$90, Zoom \$200, 2 Computer Replacements \$3000, Patron Counter \$500, Hardware Placeholder \$830
11.6520.2020	Dues & Memberships	335.00	100.00	100.00	424.00	325.00	425.00	425.00	Ak Library Network Dues \$100, ALA Member Fee \$224, AKLA Member Fee \$100
11.6520.2030	Travel, Training & Related Cost	664.21	375.00	3,025.10	1,504.37	2,200.00	2,200.00	6,000.00	CE Conferences: AKLA, ATALM, DirLead
11.6520.2050	Audio/Visual Materials	744.37	1,988.37	692.28	552.35	900.00	900.00	900.00	
11.6520.2060	Books, Periodicals & Subscript	13,001.32	20,064.57	20,080.60	13,328.63	15,000.00	15,000.00	15,500.00	OCLC \$3117, Brodart \$2576, AK Lib Network \$1898, Follett School Solutions \$1197, Useful \$1812, Books \$4900
11.6520.2070	Office Supplies	1,763.65	1,864.22	1,694.00	394.59	1,800.00	1,800.00	2,000.00	Toner, Book Processing Supplies: Bar Codes
11.6520.2071	Operating Supplies	12,027.45	11,518.98	16,142.03	15,322.17	13,000.00	17,000.00	15,000.00	Boynton Copy Fees \$800, Youth Programming Supplies: Summer Reading Program, PreSchool Story Hour, Iditarod Events
11.6520.4050	Small Tools & Equipment	-	150.00	-	-	-	-	-	
11.6520.4060	Tools & Eq Repair & Maint	69.93	-	-	-	-	-	-	
11.6520.7001	Salaries - Library (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6520.7002	Salaries - Janitorial	-	-	-	-	-	-	-	
11.6520.7005	Building Maintenance Contracts	1,928.99	1,023.50	262.78	2,539.10	600.00	2,500.00	2,600.00	Yukon Fire Annual Fire Alarm Inspection \$175, SOA Boiler Certification \$30, Yukon Fire Repairs \$215, ATS AK \$90, Convergent \$1845
11.6520.7010	Bldg Maint Materials & Supply	2,509.24	2,653.55	937.00	594.17	3,200.00	3,200.00	3,200.00	Paint & Humidifier Canisters
11.6520.7011	Janitorial Services & Supplies	127.28	1,829.69	-	448.23	500.00	500.00	500.00	
11.6520.7020	Building Utilities	-	-	-	-	-	-	-	
11.6520.7021	Utilities - Electric 23%	2,791.34	8,505.75	9,364.96	5,799.51	9,200.00	8,000.00	8,000.00	Current Transformer rated at incorrect multiplier: Corrected to 120 vs 40 - NJUS previously under billing
11.6520.7022	Utilities - Water 23%	764.10	763.20	763.20	638.33	775.00	775.00	775.00	
11.6520.7023	Utilities - Sewer 23%	206.40	205.44	205.44	174.00	210.00	210.00	210.00	
11.6520.7024	Utilities - Garbage 23%	199.81	198.44	208.00	171.00	210.00	210.00	210.00	
11.6520.7025	Utilities - Heat 23%	7,743.30	8,158.36	10,739.94	8,212.32	10,457.64	12,000.14	11,422.67	10,820 gal (10,820 x 4.59=49,663.80 x .23)
11.6520.8030	Machinery & Equipment	-	-	-	-	-	-	-	
	Total Library:	263,217.44	329,492.88	382,152.48	326,287.86	424,284.40	426,744.14	440,535.85	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
RFB Katirvik									
11.6570.1421	Health Insurance	-	-	-	-	-	-	-	
11.6570.1431	Life Insurance	-	-	-	-	-	-	-	
11.6570.1441	FICA/Medicare	-	-	-	-	-	-	-	
11.6570.1461	PERS	-	-	-	-	-	-	-	
11.6570.1471	Workers' Comp Insurance	-	-	-	-	-	-	-	
11.6570.1530	Property/Building Insurance	5,766.81	7,015.89	7,764.33	9,319.17	9,319.17	9,319.17	10,612.35	
11.6570.1870	Other Professional/Contract Sv	492.55	708.19	241.48	49.75	500.00	500.00	500.00	
11.6570.2010	Communications	78.11	92.01	102.53	48.63	125.00	125.00	125.00	
11.6570.2071	Operating Supplies	-	-	-	-	-	-	-	
11.6570.4050	Small Tools & Equipment	-	-	-	-	-	-	-	
11.6570.7001	Salaries - RFB Kat (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6570.7005	Building Maintenance Contracts	1,763.74	934.50	239.92	2,318.31	500.00	2,200.00	2,350.00	Yukon Fire Annual Fire Alarm Inspection \$250, SOA Boiler Inspection, Convergent
11.6570.7010	Bldg Maint Materials & Supply	3,651.14	2,974.17	661.74	547.12	4,500.00	4,500.00	4,500.00	Paint & Humidifier canisters
11.6570.7011	Janitorial Services & Supplies	85.56	1,670.59	-	-	400.00	400.00	400.00	
11.6570.7021	Utilities - Electric 21%	2,548.63	7,766.12	8,550.60	5,295.23	8,400.00	7,000.00	6,000.00	Current Transformer rated at incorrect multiplier: Corrected to 120 vs 40 - NJUS previously under billing
11.6570.7022	Utilities - Water 21%	697.65	696.84	696.84	582.83	700.00	700.00	700.00	
11.6570.7023	Utilities - Sewer 21%	188.54	187.56	187.54	158.85	200.00	200.00	200.00	
11.6570.7024	Utilities - Garbage 21%	182.38	181.14	189.88	156.11	195.00	195.00	195.00	
11.6570.7025	Utilities - Heat 21%	7,069.95	7,448.91	9,806.02	7,498.35	9,548.28	10,956.65	10,429.40	10,820 gal (10,820 x 4.59=49,663.80 x .21)
Total RFB Katirvik:		22,525.06	29,675.92	28,440.88	25,974.35	34,387.45	36,095.82	36,011.75	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Visitor Center									
11.6580.1421	Health Insurance - NVIC	-	-	-	-	-	-	-	
11.6580.1431	Life Insurance - NVIC	-	-	-	-	-	-	-	
11.6580.1441	FICA/Medicare - NVIC	-	-	-	-	-	-	-	
11.6580.1461	PERS - NVIC	-	-	-	-	-	-	-	
11.6580.1471	Worker's Comp Ins - NVIC	-	-	-	-	-	-	-	
11.6580.1530	Property/Building Insurance	508.00	658.00	874.00	1,167.00	1,167.00	1,167.00	1,329.00	
11.6580.1870	Other Professional/Contract Sv	-	-	-	-	-	-	-	
11.6580.1940	Advertising	-	-	-	-	-	-	-	
11.6580.2010	Communication	1,338.94	1,312.76	1,364.87	986.61	1,400.00	1,400.00	1,400.00	Fastwyre Local Phone, Fax
11.6580.2200	Chamber of Commerce	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	
11.6580.7001	Salaries - NVIC (Bldg Mtnc)	-	-	-	-	-	-	-	
11.6580.7005	Bldg Maintenance Contracts	450.00	-	5,930.00	-	5,000.00	3,000.00	5,000.00	
11.6580.7010	Bldg Mtnc Materials & Supplies	1,131.30	373.92	14,367.63	96.38	1,500.00	1,500.00	1,500.00	
11.6580.7011	Janitorial Services & Supplies	70.02	-	-	-	100.00	100.00	100.00	
11.6580.7020	Building Utilities	-	-	-	-	-	-	-	
11.6580.7021	Utilities - Electric	1,484.10	1,778.11	1,902.76	1,515.99	1,800.00	1,800.00	1,800.00	
11.6580.7022	Utilities - Water	1,008.24	1,008.24	1,070.24	840.20	1,010.00	1,010.00	1,010.00	
11.6580.7023	Utilities - Sewer	893.04	893.04	967.44	744.20	900.00	900.00	900.00	
11.6580.7024	Utilities - Garbage	868.55	862.68	904.33	743.38	910.00	910.00	910.00	
11.6580.7025	Utilities - Heat	4,035.97	5,253.91	6,899.97	4,417.92	6,932.00	6,000.00	6,000.00	1,500 gal - Toyo Heaters
11.6580.8030	Machinery & Equipment	-	12,138.17	4,320.00	2,040.45	-	2,100.00	2,500.00	Fencing
Total Visitor Center:		211,788.16	224,278.83	238,601.24	212,552.13	220,719.00	219,887.00	222,449.00	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Non-Departmental									
11.6700.1451	Employment Security Unemploymt	561.62	6,414.32	3,896.01	(547.17)	5,000.00	4,000.00	4,000.00	
11.6700.1510	General Insurance	32,250.60	31,658.05	42,714.68	112,277.68	121,778.16	121,778.16	130,203.68	
11.6700.1870	CPC Planning Support/Energy	-	-	-	-	-	-	-	
11.6700.3020	School Support/Appropriation	3,000,000.00	3,000,000.00	3,150,000.00	2,511,276.93	3,200,000.00	3,200,000.00	3,400,000.00	
11.6700.4070	Residential Demolition	-	-	-	-	-	-	-	
11.6700.4655	Iditarod Trail Committee	-	25,000.00	25,000.00	25,000.00	25,000.00	35,000.00	25,000.00	
11.6700.4656	Being Sea Women's Group	-	-	-	-	-	-	-	
11.6700.4661	Nome PreSchool Association	65,000.00	65,000.00	65,000.00	-	65,000.00	65,000.00	65,000.00	
11.6700.4700	Boys & Girls Club	-	-	-	-	-	-	-	
11.6700.4701	All-Alaska Sweepstakes \$	-	-	-	-	-	-	-	
11.6700.4702	Nome Comm Center Food Bank	-	-	-	-	-	-	-	
11.6700.4703	Nome Sportsmen's Association	-	-	-	-	-	-	-	
11.6700.4704	NEST (Nome Emergency Shelter)	30,000.00	30,000.00	40,000.00	35,000.00	35,000.00	35,000.00	35,000.00	
11.6700.4705	Fireworks	2,500.00	4,999.00	4,999.00	5,039.00	5,000.00	5,039.00	5,000.00	
11.6700.4706	Iron Dog	-	10,000.00	12,500.00	15,000.00	12,500.00	15,000.00	15,000.00	
11.6700.4707	Nome Winter Sports	-	-	-	13,496.45	10,000.00	14,000.00	10,000.00	Youth Programs
11.6700.4708	Nome Community Center	-	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	
11.6700.4709	Checkpoint Youth Center	-	10,000.00	10,000.00	-	10,000.00	10,000.00	10,000.00	Youth Programs
11.6700.4710	Nome Public Schools	-	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	Youth Programs
11.6700.4711	PAWS of Nome	-	5,000.00	-	-	3,000.00	3,000.00	3,000.00	
11.6700.4712	Nome Eskimo Community	-	15,000.00	-	-	15,000.00	15,000.00	5,000.00	Youth Programs
11.6700.4713	Nordic Ski Program	-	5,000.00	-	-	3,000.00	3,000.00	3,000.00	Youth Programs
11.6700.4714	LEPC	-	600.00	4,708.00	-	5,000.00	5,000.00	3,000.00	
11.6700.7550	Bad Debt	19,594.56	19,508.61	64,851.84	-	20,000.00	20,000.00	20,000.00	
11.6700.8001	Leases - Principal	-	23,575.41	24,678.76	-	25,000.00	25,000.00	25,000.00	GASB 87 Lessee Entries - NPD Nanuaq
11.6700.8002	Leases - Interest	-	1,724.59	621.24	-	2,000.00	2,000.00	2,000.00	GASB 87 Lessee Entries - NPD Nanuaq
11.6700.8030	Capital Outlay for Leases	-	50,554.17	-	-	50,500.00	50,500.00	50,500.00	GASB 87 Lessee Entries - NPD Nanuaq - New Lease Agreement Placeholder
11.6700.9124	Clean Up Nome	-	-	-	-	-	-	-	
11.6700.9210	Land Sale/Swap/Clean/Transfer	3,267.23	211,658.95	19,518.15	17,639.24	8,768.00	19,418.00	28,525.00	Utilities @ 504 Warren Place \$15,650, Ins \$875, Maint \$12000
11.6700.9211	Vacate City-Owned Property	-	-	-	-	-	-	-	
11.6700.9213	Special Items	-	-	-	-	-	-	-	
11.6700.9491	Schl Fence, NACTEC Ins, Boiler	4,791.71	5,597.00	6,258.50	8,949.57	7,399.00	7,690.00	8,640.00	\$854 NACTEC Alarm & Sprinkler Inspection, \$7786 Bldg Insurance
11.6700.9492	School Other	9,880.00	-	-	-	-	-	-	
11.6700.9900	Budget Savings	-	-	-	-	(650,000.00)	-	(600,000.00)	Salary & Benefits: Grant allocations, vacancies
11.6700.9901	Budget Adjustment	-	-	-	-	(504,697.17)	-	(300,000.00)	Estimate for Project Completion Crossing fiscal years
	Total Non-Departmental:	3,167,845.72	3,571,290.10	3,524,746.18	2,793,131.70	2,524,247.99	3,705,425.16	2,997,868.68	

FY2025 Approved Budget General Fund Expense		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 4.30.24	O-23-06-01 F24 Approved Budget	O-24-03-02 F24 Approved Amended Budget	O-24-06-01 F25 Approved Budget	Budget Notes
Transfers - Interfunds									
11.6888.8810	Transfers Out - Debt Service	453,875.00	226,142.46	125,766.61	123,804.18	123,804.18	123,804.18	77,275.00	Transfer to Fund 12 - School Bond Payments Less Net Projected SOA Reimbursement
11.6888.8812	Transfers Out - PWR Rev %			97,490.42	-	70,000.00	77,500.00	93,874.81	Assigned to the purchase of a new CAT 160M
11.6888.8815	Transfers Out - Ambulance Rev		-	34,993.11	-	50,000.00	-	-	Assigned to the purchase of a new ambulance
11.6888.8818	Transfers Out - Vehicle Replacement		33,316.83	288,945.14	-	185,000.00	357,000.00	188,900.00	Transfer to Fund 14 - Vehicle Replacement
11.6888.8820	Transfers Out - Other Funds	314,325.00	50,682.40	311,770.60	-	459,895.00	651,489.94	681,471.98	Transfer to Fund 14 - CP \$681,471
	Total Transfers - Interfunds:	768,200.00	310,141.69	858,965.88	123,804.18	888,699.18	1,209,794.12	1,041,521.79	
Fund Balance Contribution									
11.6999.9999	Contribution to Fund Balance	-	-	-	-	-	-	-	
	Total General Fund Expense:	12,155,426.35	14,238,502.86	16,231,565.82	13,720,522.29	16,574,364.73	18,214,073.45	17,813,567.33	

In the Matter Of:
NSHC vs CITY OF NOME

Nome City Council Meeting - Excerpt

June 01, 2023

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**CERTIFIED
TRANSCRIPT**

EXCERPT OF NOME CITY COUNCIL MEETING
BOARD OF EQUALIZATION
Thursday, June 1, 2023
Appeal No. 2NO-23-00156

<p style="text-align: right;">Page 2</p> <p>1 P-R-O-C-E-E-D-I-N-G-S</p> <p>2 -o0o-</p> <p>3 00:00:00</p> <p>4 (Portion not requested.)</p> <p>5 00:49:00</p> <p>6 MAYOR HANDELAND: Okay. Then that brings us</p> <p>7 now to Items C through M, inclusive, for Tax Lots</p> <p>8 001.120.01, 192.1.120, 192.1.125, 192.1.130,</p> <p>9 001.221.05A, 192.1.085, 001.131.01A, 001.115.01,</p> <p>10 001.211.03B, 001.211.03A, 001.201.05, and 1901 -- or</p> <p>11 190.1.059. All of these listed properties are being</p> <p>12 appealed by Norton Sound Health Corporation.</p> <p>13 There also have been supplementary</p> <p>14 information that is included under Item N of the</p> <p>15 packet.</p> <p>16 Mr. Cacciola, you had a conversation --</p> <p>17 UNIDENTIFIED SPEAKER: Mr. Mayor, first --</p> <p>18 MAYOR HANDELAND: Yes?</p> <p>19 UNIDENTIFIED SPEAKER: -- a decision on my</p> <p>20 conflict of interest.</p> <p>21 (Pause.)</p> <p>22 MAYOR HANDELAND: Okay. This appeal -- or</p> <p>23 this disclosure is requesting you abstain serving as</p> <p>24 an employee of Norton Sound Health Corporation.</p> <p>25 I don't know if you can answer this, but the</p>	<p style="text-align: right;">Page 4</p> <p>1 All right. I was going to call on</p> <p>2 Mr. Cacciola because there has been discussion between</p> <p>3 the councils, and -- a suggestion on how we might more</p> <p>4 efficiently proceed in this matter.</p> <p>5 And you were on the TV last year.</p> <p>6 MS. PEARSON: Yes. I --</p> <p>7 MAYOR HANDELAND: And I apologize. I do not</p> <p>8 recall your name.</p> <p>9 MS. PEARSON: Wendy Pearson.</p> <p>10 MAYOR HANDELAND: Wendy.</p> <p>11 MS. PEARSON: Attorney for --</p> <p>12 MAYOR HANDELAND: Thank you, Wendy.</p> <p>13 MS. PEARSON: -- Norton Sound Health.</p> <p>14 MAYOR HANDELAND: Yeah. All right. Good to</p> <p>15 see you in person.</p> <p>16 And so Wendy and Charles have been in</p> <p>17 contact and wish to make a stipulation.</p> <p>18 And, Charles, would you go ahead and read</p> <p>19 this into the record?</p> <p>20 MR. CACCIOLA: So Norton Sound Health</p> <p>21 Corporation has appealed the Assessor's denial of</p> <p>22 property tax exceptions for 11 separate tax parcels.</p> <p>23 There are facts and arguments that are specific to</p> <p>24 each individual parc- -- parcel as set out in NSHC's</p> <p>25 written appeals and are before the Board to be</p>
<p style="text-align: right;">Page 3</p> <p>1 question is: Is any of this action-taking, does that</p> <p>2 affect your salary?</p> <p>3 UNIDENTIFIED SPEAKER: I don't think so.</p> <p>4 MAYOR HANDELAND: Okay.</p> <p>5 (Simultaneous laughter.)</p> <p>6 UNIDENTIFIED SPEAKER: As far as I know.</p> <p>7 MAYOR HANDELAND: Let -- let -- let --</p> <p>8 let -- let me ask this: Are there any other members</p> <p>9 of the Board who are thinking about asking to be -- or</p> <p>10 declare a conflict in asking to be considered for</p> <p>11 excusal?</p> <p>12 With that, hearing no -- no affirmative on</p> <p>13 that, that means that we still have four members. And</p> <p>14 I realize this puts you in a precarious position, and</p> <p>15 I'm going to rule that you may abstain. It also means</p> <p>16 that you must abstain from the discussion.</p> <p>17 And does counsel concur or wish to overrule</p> <p>18 that ruling? Okay.</p> <p>19 You are -- you are excused from</p> <p>20 participation. You're more than welcome to sit here</p> <p>21 and listen, or you're more than welcome to go hunt or</p> <p>22 do something.</p> <p>23 UNIDENTIFIED SPEAKER: I'll (indiscernible).</p> <p>24 MAYOR HANDELAND: All right. Thank you</p> <p>25 for -- for bringing that to our attention.</p>	<p style="text-align: right;">Page 5</p> <p>1 considered for its determination; however, many facts</p> <p>2 and arguments are common to each of the 11 appeals.</p> <p>3 To facilitate an efficient and orderly</p> <p>4 hearing and to ensure a complete record, avoiding</p> <p>5 extensive duplication, NSHC and the Assessor stipulate</p> <p>6 and ask the Board to accept that all information and</p> <p>7 arguments presented by NSHC and the Assessor be</p> <p>8 considered by the Board and deemed part of the record</p> <p>9 for each of the 11 appeals.</p> <p>10 The parties' further proposal for conducting</p> <p>11 the hearing, but first ask the Board to accept this</p> <p>12 stipulation that all information before the Board for</p> <p>13 any of the 11 appeals may be considered by the Board</p> <p>14 for each of the 11 appeals and be part of the official</p> <p>15 record for each appeal.</p> <p>16 Do you accept this stipulation?</p> <p>17 UNIDENTIFIED SPEAKER: So --</p> <p>18 MR. CACCIOLA: If you have questions about</p> <p>19 it, we'll also --</p> <p>20 UNIDENTIFIED SPEAKER: So the stipulation is</p> <p>21 that we take it -- we take all parcels in as a whole.</p> <p>22 If anything is talked about in one parcel, then it may</p> <p>23 apply to other parcels as well?</p> <p>24 MR. CACCIOLA: Yes. As relevant, yes.</p> <p>25 UNIDENTIFIED SPEAKER: Okay. As relevant to</p>

<p style="text-align: right;">Page 6</p> <p>1 the other parcels.</p> <p>2 MR. CACCIOLA: So we're not trying to keep</p> <p>3 one record for one appeal, one record for another</p> <p>4 appeal --</p> <p>5 UNIDENTIFIED SPEAKER: We're stipulating --</p> <p>6 MR. CACCIOLA: -- and for --</p> <p>7 UNIDENTIFIED SPEAKER: We're stipulating</p> <p>8 that we're going to look at them as a whole? Is that</p> <p>9 the bottom line?</p> <p>10 MAYOR HANDELAND: Within each of these</p> <p>11 packets here, there are multiple copies of the same</p> <p>12 documents. And rather than having the appellant</p> <p>13 introduce and discuss with us each time the same</p> <p>14 documents, I figured, in the interest of time, if we</p> <p>15 just stipulate that, you know, the documents in -- you</p> <p>16 know, anything that's different will be discussed, but</p> <p>17 the stuff that's the same, rather than regurgitate it,</p> <p>18 it will simply be accepted and part of the packet for</p> <p>19 each of the individual appeals.</p> <p>20 MR. CACCIOLA: Right. So, for example,</p> <p>21 Norton Sound argues that there's federal preemption of</p> <p>22 state taxation that would apply to all of their</p> <p>23 appeals. We're trying to avoid the need for them to</p> <p>24 repeat that for each of the 11. Just do it once</p> <p>25 upfront.</p>	<p style="text-align: right;">Page 8</p> <p>1 AS 29.45.030(a)(3).</p> <p>2 And then after all of that, all of these</p> <p>3 general, you know, legal issues, then we'll move on to</p> <p>4 presentations and any questions you might have about</p> <p>5 specific properties individually. And then, you know,</p> <p>6 the specific properties will be addressed in the order</p> <p>7 they appear on the agenda.</p> <p>8 And, you know, after everyone's satisfied as</p> <p>9 to the first property on the agenda, we'll move to the</p> <p>10 next one, and then the next one with the same</p> <p>11 procedure.</p> <p>12 And although these properties will be</p> <p>13 addressed individually, it remains the parties' intent</p> <p>14 that in addition to the documents and information</p> <p>15 contained in Norton Sound's written appeals, we have</p> <p>16 all information presented at the hearings for any of</p> <p>17 the 11 appeals be part of the record for the appeals</p> <p>18 and be considered for each of the 11 appeals to the</p> <p>19 extent the Board believes the information is relevant</p> <p>20 in its determination to any particular appeal.</p> <p>21 UNIDENTIFIED SPEAKER: I have a question,</p> <p>22 procedurally. So last year, appeals came to the Board</p> <p>23 of Equalization. If I recall, the Board of</p> <p>24 Equalization denied the appeals, and I have heard --</p> <p>25 although I'm not privy or have read anything about</p>
<p style="text-align: right;">Page 7</p> <p>1 UNIDENTIFIED SPEAKER: Makes sense to me.</p> <p>2 MAYOR HANDELAND: So even though the pile of</p> <p>3 paper is much bigger tonight than it was last year,</p> <p>4 maybe the time sat here will be less, so...</p> <p>5 MR. CACCIOLA: We'll see.</p> <p>6 MAYOR HANDELAND: Is that acceptable to the</p> <p>7 Board? I think it's a good way to move.</p> <p>8 UNIDENTIFIED SPEAKER: Yeah.</p> <p>9 MAYOR HANDELAND: All right.</p> <p>10 MR. CACCIOLA: Okay. Then I'll move on to</p> <p>11 the next part.</p> <p>12 So we've also agreed to what we believe to</p> <p>13 be the most efficient procedure for the appeal</p> <p>14 hearings, and what we propose is that Norton Sound</p> <p>15 will first be heard by the Board as to the issues of</p> <p>16 sovereign immunity, federal preemption of city</p> <p>17 taxation, and general issues related to the exemption</p> <p>18 statute, and then I will be heard to respond to those</p> <p>19 issues.</p> <p>20 And then following both of our presentations</p> <p>21 as to these issues, which are relevant to all of the</p> <p>22 appeals, we will then respond to questions you may</p> <p>23 have as to sovereign immunity, federal preemption of</p> <p>24 city taxation, and general application of the</p> <p>25 exclusive use exemptions pursuant to</p>	<p style="text-align: right;">Page 9</p> <p>1 it -- that the -- that Norton Sound challenged that</p> <p>2 and is in a court proceeding, and that that court</p> <p>3 proceeding may have happened and that we are</p> <p>4 potentially waiting on a judge's ruling on -- on</p> <p>5 the -- on the appeals that were taken up to the Court.</p> <p>6 If that's correct, how -- how do we take</p> <p>7 that into account with our assessment of this year's</p> <p>8 appeals? Or do we -- does that bear anything on this</p> <p>9 year's appeals, the fact that there's something up</p> <p>10 in -- at court level waiting for a judge's opinion?</p> <p>11 MAYOR HANDELAND: Brooks, can you respond to</p> <p>12 that, please?</p> <p>13 MR. CHANDLER: Sure, I can. The -- first,</p> <p>14 there's 11 properties this year. Five of the 11 are</p> <p>15 the subject of the court appeal that was just</p> <p>16 mentioned. The -- you know, from my point of view,</p> <p>17 the Board, as sort of the first decider of these</p> <p>18 things, their actions in 2022 sort of establish a</p> <p>19 baseline, you know, precedent for how you would likely</p> <p>20 decide things in 2023, unless there's been a change in</p> <p>21 the underlying uses of the property, or there is</p> <p>22 additional information included in the record for this</p> <p>23 year that wasn't before you last year that would cause</p> <p>24 you to reach a different conclusion.</p> <p>25 So I don't view you as being legally</p>

<p style="text-align: right;">Page 10</p> <p>1 compelled to reach the same conclusion that you did 2 last year; however, you know, last year is, right now, 3 sort of the law of the land in Nome when it comes to 4 certain aspects of these appeals that are before you 5 again in 2023. 6 Obviously, with a pending court case, 7 whatever you decide this evening will be subject to 8 the ruling made by the Superior Court in the 2022 9 appeal, and I would expect that both the parties 10 would, you know, be reviewing that appeal when it 11 comes out. But it might not come out for a few 12 months, and we've got a job to do in terms of setting 13 the mill rate and establishing, you know, how much 14 property in Nome is taxable and that type of thing. 15 So it's really not feasible to say, "Well, 16 we'll just wait to make decisions in 2023 until the 17 judge rules on opinion appeal." 18 MS. PEARSON: And may I add, as Brooks 19 noted, we have a number of additional parcels for your 20 consideration that aren't part of the court appeal, 21 and there are some slight changes in use for 22 consideration. 23 And we did actually cite some additional 24 legal authority this year that you haven't considered 25 in the -- in the 2022 year, and I'll highlight that as</p>	<p style="text-align: right;">Page 12</p> <p>1 MR. CACCIOLA: -- a decision a month ago, 2 but we don't have -- we don't have the benefit of 3 that. 4 UNIDENTIFIED SPEAKER: So -- so -- and maybe 5 this question is for Brooks. In all of the -- the 6 appeal forms that the Assessor completed when they 7 made their decision, they specifically addressed the 8 issue that the Board of Equalization should consider 9 valuation issues solely. And what it sounds like to 10 me is you're asking -- or that the Appellant is asking 11 the Board of Equalization to make decisions based on a 12 lot more information and factors besides issues of 13 valuation. And, I guess, would you be able to address 14 that -- that concern? 15 MR. CHANDLER: Yeah, I can. Your code is 16 pretty clear on this point. The system is that a 17 property owner files an application for exemption by a 18 deadline. The code uses the specific word "assessor" 19 when it references who's supposed to decide the 20 application that's submitted by the property owner. 21 And the code also has a provision that 22 allows people to appeal the decisions of the Assessor 23 to the Board of Equalization, and the code does not 24 limit that process to appeals based on valuation, but 25 it includes appeals from, you know, denials of</p>
<p style="text-align: right;">Page 11</p> <p>1 we -- as we go through. 2 So in our view, to answer your question, we 3 don't -- we don't believe the pending matter for 2022 4 would preclude us going forward for 2023. 5 MR. CACCIOLA: To respond to a couple of 6 factuals, so -- and I don't believe Brooks is aware of 7 this. We received an order from the Court yesterday 8 afternoon that kind of had me think, "Oh, geez. We're 9 going to have to re-approach how we do this." And all 10 it said was that the Court will have a decision to us 11 in 60 days. So that's our time limit. We should have 12 a decision on that in 60 days. 13 In the past, when I've been presented with 14 these issues, if there is a court appeal that arises 15 out of today's hearing, usually the parties will agree 16 to stay that until the decision of the earlier one is 17 given to kind of simplify the matters before the 18 Court. But that's really a court issue, not -- I 19 probably shouldn't have brought that up. It just 20 confuses things. Anyhow... 21 UNIDENTIFIED SPEAKER: I'm just trying to 22 think what you just said. 23 MR. CACCIOLA: Yeah. I mean, it would have 24 been great if the Court issued -- 25 UNIDENTIFIED SPEAKER: Right.</p>	<p style="text-align: right;">Page 13</p> <p>1 exemptions. 2 So I don't really agree, I guess, to the 3 extent the Assessor is saying the BOE is not a proper 4 body to consider denials of applications for tax 5 exemptions. I think it very clearly is a process 6 that's provided for in the Nome code, and which a 7 property owner may use to get a determination from -- 8 you know, a review authority rather than just accept 9 the Assessor's decision on something like this. 10 MS. PEARSON: And, of course, Norton Sound 11 Health Corporation agrees with -- with Brooks on this. 12 It specifically says in Nome City Code 17.20.050 that 13 a denial by the assessor of an application for 14 exemption may be appealed to the Board of 15 Equalization. 16 UNIDENTIFIED SPEAKER: I understand that. 17 So basically what you're asking us to do, as the Board 18 of Equalization, is to rule on issues that there's a 19 pending court decision on, or to consider -- at least 20 consider those factors? 21 MS. PEARSON: No. Not entirely. As I 22 mentioned, there are a number of additional properties 23 at issue. There are some uses that are slightly 24 different than 2022, and there are additional legal 25 bases or foundations for exemption argued in these --</p>

<p style="text-align: right;">Page 14</p> <p>1 in these 2023 applications that were not argued in the 2 2022 applications. 3 MAYOR HANDELAND: So with regard to these 11 4 appeals that are on here, unlike how we did it last 5 evening where we heard one, voted on it; heard the 6 next one, voted on it, these, we're going to hear them 7 all. And then at the end, we will deliberate and 8 consult with Brooks on it. 9 And then I'm assuming that we'll come back 10 tonight to -- to make a determination, but we'll have 11 the opportunity to ask Brooks more questions in a -- 12 in a direct consultation just with our attorney. 13 UNIDENTIFIED SPEAKER: I understand. I just 14 want to get that question out there. Thanks. 15 UNIDENTIFIED SPEAKER: I have one further 16 question. Something you just mentioned about the 17 additional information provided to us that might be 18 different than the previous year. Was that additional 19 information on the properties that are sitting in 20 court, was that offered during the court hearing as 21 well? Is that something that was -- that the judge's 22 deliberate -- deliberating about as well? 23 MS. PEARSON: Yeah. Some of the additional 24 legal arguments, yes, were, I believe -- well, one in 25 particular, the judge actually asked the parties to</p>	<p style="text-align: right;">Page 16</p> <p>1 29.45.030(a)(3). 2 So Mr. Osborne will first address the two 3 federal arguments, and then I will address the state 4 exemption arguments. 5 MAYOR HANDELAND: Great. Steve? 6 MR. OSBORNE: Thank you. Good evening, 7 everyone. I'll keep this fairly brief, because some 8 of you have heard it last year and it's detailed in 9 our written application. 10 But one basis for the exemption in Norton 11 Sound's view is that taxation of all 11 parcels at 12 issue this year is preempted by federal law. 13 Preemption is the -- is the principle rooted in the 14 supremacy clause of the constitution that federal law 15 supersedes any inconsistent state or local laws and 16 regulations. 17 Generally, the bar for finding preemption is 18 pretty high. Congress generally has to make a clear 19 statement that the state or local law's preempted. 20 But in the federal Indian law context, the analysis is 21 very different. Courts look to balance the interests 22 of the federal and tribal entities on the one hand 23 against the interests of the state or local government 24 on the other with -- and all against the backdrop of 25 sovereign -- of tribal sovereignty and the federal</p>
<p style="text-align: right;">Page 15</p> <p>1 brief separately. So it was -- it was in relation to 2 a case that we had cited, and the judge read the case 3 and found a citation to a legal authority within that 4 case and asked us to brief it. So we've added that 5 consideration in these appeals. 6 MAYOR HANDELAND: Okay. Well, I think we'll 7 go ahead and start with number one here, to have Wendy 8 and -- and Norton Sound, then, talk to us with regard 9 to the sovereign immunity federal preemption and 10 general application uses that are germane to all of 11 these appeals. 12 MS. PEARSON: Certainly. 13 MAYOR HANDELAND: You have the floor. 14 MS. PEARSON: Thank you. 15 So, yeah, just to summarize very quickly, 16 Norton Sound has alleged three bases of error by the 17 Assessor; one, that under Alaska Statute 18 29.45.030(a)(8), property of the United States or an 19 entity of the United States under federal law is 20 exempt. Or more to the point, taxation is preempted 21 under federal law that Norton Sound Health Corporation 22 enjoys the sovereign immunity from assessment and 23 collection of tax; and then, thirdly, that we -- 24 properties are all exempt for both their charitable 25 and hospital purposes under Alaska Code</p>	<p style="text-align: right;">Page 17</p> <p>1 policies in favor of tribal self-governance and 2 economic development. 3 So the cases, including the Ketchikan case 4 that we discuss at length in our application 5 materials, say that this doctrine applies with special 6 force to spaces that are used to carry out federal 7 programs, and particularly programs that are subject 8 to comprehensive and pervasive federal oversight. For 9 those types of spaces, the interests of the federal 10 and tribal side are quite strong, and generally that 11 will result in exemption from state and local 12 taxation. 13 Now, the Alaska Supreme Court has applied 14 this -- implied the federal preemption doctrine in the 15 case of Ketchikan Gateway Borough vs. Ketchikan Indian 16 Corporation. And in that case, the Superior Court 17 held that the entire building in which the corporation 18 ran a clinic funded by the federal Indian Health 19 Service was exempt from taxation. 20 The issue on appeal was whether the parts of 21 that space that were not presently occupied could 22 share that exemption or whether the exemption only 23 pertained to the spaces used to provide healthcare 24 services on the Indian Self-Determination Act contract 25 with the Indian Health Service.</p>

<p style="text-align: right;">Page 18</p> <p>1 While the Court ultimately held that the</p> <p>2 empty spaces were not exempt from taxation, the Court</p> <p>3 provided extensive of analysis and guidance on the</p> <p>4 implied federal preemption doctrine citing U.S.</p> <p>5 Supreme Court cases, the Ramah Navajo School Board</p> <p>6 case, and the White Mountain Apache Tribe vs. Bracker</p> <p>7 case.</p> <p>8 Norton Sound believes that, very similar to</p> <p>9 Ketchikan Indian Corporation, they're carrying out in</p> <p>10 all of these properties federal programs that are</p> <p>11 comprehensively and pervasively regulated. They,</p> <p>12 Norton Sound, carries out a funding agreement contract</p> <p>13 with the Indian Health Service that has a multitude of</p> <p>14 requirements that Norton Sound has to follow in terms</p> <p>15 of complying with -- with federal regulations and</p> <p>16 requirements.</p> <p>17 Participation and self-governance requires a</p> <p>18 rigorous planning process in demonstration of</p> <p>19 financial stability and financial management</p> <p>20 capability. The corporation is subject to annual</p> <p>21 audits with penalties for non-compliance. The Indian</p> <p>22 Health Service has a statutory right to reassume or</p> <p>23 take back programs under certain circumstances.</p> <p>24 These are just a few examples of the</p> <p>25 pervasive regulation of Norton Sound's activities</p>	<p style="text-align: right;">Page 20</p> <p>1 Act; in other words, there's a level playing field</p> <p>2 that Congress required between the federal and the</p> <p>3 tribal providers.</p> <p>4 So requiring Norton Sound to pay taxes that</p> <p>5 the Indian Health Service would not be required as a</p> <p>6 federal agency to pay would upset this balance and</p> <p>7 contravene this fundamental part of the Indian</p> <p>8 Self-Determination Act.</p> <p>9 (Indiscernible) preemption argument applies</p> <p>10 to a (indiscernible) of these parcels, as I said, even</p> <p>11 the ones that are empty and present. There are a few</p> <p>12 that are currently not being -- that are not being</p> <p>13 used. But unlike the unused space in the Ketchikan</p> <p>14 Borough case where the spaces were -- it was not clear</p> <p>15 how Ketchikan Indian Corporation was going to use</p> <p>16 these spaces; in fact, they were just leasing them out</p> <p>17 to some third party.</p> <p>18 In Norton Sound's case, these three or four</p> <p>19 parcels are all subject -- are all -- there are</p> <p>20 concrete plans set forth in a Community Health Needs</p> <p>21 Assessments plan to lease these spaces for healthcare</p> <p>22 services. And we believe that based on the case law,</p> <p>23 the planning for -- for expansion of healthcare</p> <p>24 services is a legitimate possible use and should be</p> <p>25 the basis for an exemption even to those empty spaces.</p>
<p style="text-align: right;">Page 19</p> <p>1 under its funding agreement and contract.</p> <p>2 In short, these are a couple programs</p> <p>3 comprehensively regulated but which support tribal</p> <p>4 sovereignty and self-determination and grants, federal</p> <p>5 policies meant to provide the best healthcare possible</p> <p>6 for Indians and Alaska Natives.</p> <p>7 So the weight on the federal and tribal side</p> <p>8 of the preemption balancing test is considerable. On</p> <p>9 its side, the (indiscernible) has -- has important</p> <p>10 interests, too, in terms of the interest in generating</p> <p>11 revenue. But the cases that (indiscernible) this</p> <p>12 generalized interest in revenue virtually never can</p> <p>13 outweigh the -- the type of tribal and federal</p> <p>14 interests that are illustrated in this case.</p> <p>15 And we would -- we would argue that the</p> <p>16 Ketchikan and Ramah Navajo cases not only are the</p> <p>17 federal policies -- general policies to</p> <p>18 self-determination healthcare for tribes implicated</p> <p>19 here, but does -- tribes and tribal organizations like</p> <p>20 Norton Sound have a specific statutory right to</p> <p>21 receive and expend as much of the federal</p> <p>22 appropriations as the Indian Health Service would have</p> <p>23 had available to it to expend had it not been required</p> <p>24 to transfer those funds to Norton Sound under its</p> <p>25 funding agreement in the Indian Self-Determination</p>	<p style="text-align: right;">Page 21</p> <p>1 If there are questions now about the federal</p> <p>2 preemption argument, I'm glad to address those, or I</p> <p>3 can move on to sovereign immunity.</p> <p>4 MAYOR HANDELAND: Go ahead and move on.</p> <p>5 MR. OSBORNE: Thank you.</p> <p>6 We think that the Norton Sound shares the</p> <p>7 sovereign immunity of the 22 tribes that have</p> <p>8 sanctioned it and authorized Norton Sound to contract</p> <p>9 with the Indian Health Service and the United States</p> <p>10 on their behalf. (Indiscernible) sovereign immunity,</p> <p>11 of course, including off reservation. This immunity</p> <p>12 extends to suits to collect taxes. The Supreme Court</p> <p>13 has made that clear in the Oklahoma Tax Commission,</p> <p>14 Citizen -- Citizen Band Potawatomi case, among other</p> <p>15 places.</p> <p>16 Norton Sound is not a tribe, but under --</p> <p>17 under common law, they are entitled to the sovereign</p> <p>18 immunity of their member tribes to the extent that</p> <p>19 they fulfill -- that they act as a quote, unquote "arm</p> <p>20 of the tribe," which is a, kind of, term of art that</p> <p>21 the courts have developed to undertake this immunity</p> <p>22 analysis.</p> <p>23 And the analysis looks at several factors,</p> <p>24 all which militate in favor of Norton Sound sharing</p> <p>25 sovereign immunity. And we detail those in the</p>

<p style="text-align: right;">Page 22</p> <p>1 written -- in the written application. But the method 2 of creation, the purpose of the organization, the 3 structure, ownership, and management, control of the 4 corporation in this case by -- for example, the Board 5 of Directors of Norton Sound's composed of a 6 representative from each of the 22 sovereign tribes. 7 The intent of those member tribes, the 8 financial relationship between the tribes and the 9 corporation -- here, the corporation, Norton Sound, is 10 completely reliant on their tribe's right to federal 11 funding from the Indian Health Service. That's the 12 life blood of the corporation. Without the tribes, 13 the corporation could not exist. 14 Bottom line, the Norton Sound exists only 15 because of the authorization and support of its member 16 tribes, and, therefore, is an arm of the tribe 17 entitled to their sovereign immunity, which poses that 18 independent bar collection, an imposition of taxing 19 authority on the part of the city. 20 I'll stop there for now. Thank you. 21 MS. PEARSON: Okay. 22 MAYOR HANDELAND: Your turn. 23 MS. PEARSON: Thank you. 24 All right. I'll address the state exemption 25 arguments which are secondary, really, because as</p>	<p style="text-align: right;">Page 24</p> <p>1 couple of cases that we address in our material, 2 King's Lake -- King's Lake Camp and Catholic Bishop. 3 And basically any activity intended for the 4 benefit of the community is -- is charitable. And, 5 importantly, there is a case, Fairbanks North Star 6 Borough vs. Dená Nená -- Dená Nená Henash -- sorry. 7 I'll just say Henash. In that case, the Alaska 8 Supreme Court said that -- recognized that when an 9 entity is fulfilling its obligations under an ISDEAA 10 contract as Steve was explaining we do with the IHS 11 through our funding agreement, that is considered to 12 be charitable activity. 13 Activities satisfying those contract 14 requirements are motivated, the Court held, by 15 purposes that are characterized as charitable and 16 satisfy the charitable purposes test under Alaska law. 17 So the direct and primary use of all of the 18 11 parcels are for the fulfillment of the ISDEAA 19 contract and funding agreement that Norton Sound 20 Health has with IHS. And in the materials, you'll 21 see -- and I'll -- I'll explain this as I go through 22 each parcel -- you'll see a reference in the funding 23 agreement. 24 In Appendix B, there will be lists of all 25 the properties. It's a non-exhaustive list, so it's</p>
<p style="text-align: right;">Page 23</p> <p>1 Steve noted, if -- if you decide in favor of 2 preemption or sovereign immunity, we do not even get 3 to the state exemption question. 4 But assuming you don't decide in favor of 5 the federal law bars to taxation, there are two legal 6 bases for state tax exemption, and they're set out in 7 Alaska Statute 29.45.030(a)(3), property used 8 exclusively for nonprofit, charitable or hospital 9 purposes, is exempt. 10 And as, I believe, Brooks indicated pursuant 11 to Nome Code 70 -- 17.20.020, those exemptions are 12 mandated by the Nome City Code if the conditions for 13 exemption are met under the Alaska statute. So -- 14 so -- so we are presenting, then, two foundations for 15 exemption; one, charitable, and one hospital. 16 And in 2022, another reason why it's 17 important for us to bring the 2023 case before you is 18 that there was very little focus from the Board on 19 that charitable exemption. And so I want to highlight 20 why that's an equally important exemption in this 21 case. 22 So charitable purposes. Alaska courts have 23 been very clear that charitable purposes covers a 24 broad scope of activities, broader than hospital 25 purposes. And the scope of activities are cited in a</p>	<p style="text-align: right;">Page 25</p> <p>1 intended to encompass acquisition of additional 2 properties and fulfillment of the contract 3 requirements. But it will identify the property 4 specifically and how they fulfill a particular funding 5 agreement obligations. 6 So that is one basis for exemption. The 7 additional basis for exemption is for hospital 8 purposes. And so it's important, I think, to 9 distinguish between what is hospital purposes and what 10 is hospital use. Alaska courts have been very clear 11 that there's a difference between hospital purposes, 12 purposes being a broad scope, and just focusing the 13 test on hospital use. 14 And, again, both, in the constitutional 15 convention for the -- for the exemption, and Alaska 16 courts have declared that exempt purposes are -- are 17 intended by the framers to be broadly defined, so the 18 purpose is broadly defined, notwithstanding a strict 19 construction against taxation or the -- which 20 Mr. Cacciola has mentioned in the previous case. So 21 notwithstanding that strict construction for tax 22 exemptions, but the statutory requirement to allow an 23 exemption for hospital purposes is to be broadly 24 construed. 25 Also, hospital, the term "hospital" by</p>

<p style="text-align: right;">Page 26</p> <p>1 definition includes facilities operated in connection 2 with the hospital, not just where the patient care 3 occurs directly. This is as the Alaska AG has opined 4 in -- in one instance, in a ruling, and as numerous 5 jurisdictions with the same -- the same statutory 6 construction for exemption which is looking at ex- -- 7 exclusive use for the hospital purposes. And those 8 multiple jurisdictions, the courts have held that 9 numerous facilities connected with the hospital are 10 used for hospital purposes, not just the facilities 11 where care directly occurs. 12 And "hospital purposes" has not been yet 13 defined by Alaska courts, but we have, as I say, the 14 AG opinion and we have the similar jurisdictions that 15 follow the same both constitutional and statutory 16 exemption model for exempting hospital purposes. 17 As I say, "hospital use" is different from 18 "hospital purpose." So, for instance, to say that 19 housing or central services, properties, or properties 20 used for maintenance, properties used for training, to 21 say that that means they're only serving for a 22 training purpose, for a maintenance purpose, or a 23 whatever purpose related to that use is an improper 24 construction of the test. 25 And the Alaska court in Fairbanks North Star</p>	<p style="text-align: right;">Page 28</p> <p>1 functioning of hospitals for hospital purposes. All 2 of the uses are integral to its operations and 3 inte- -- and part of the integrated care model, and 4 all uses are those which are legally -- which it's -- 5 Norton Sound is legally required to fulfill to 6 function as a regional hospital pursuant to its 7 funding agreement. 8 So that highlights the state tax exemption 9 law. And so do you want to take questions now about 10 the federal or state legal arguments from our side, or 11 do you want to wait until you hear from Mr. Cacciola? 12 MAYOR HANDELAND: Charles, do you want to 13 respond section by section here? 14 MR. CACCIOLA: Yeah. I mean, if you -- 15 MAYOR HANDELAND: Yeah. Go ahead. 16 MR. CACCIOLA: Okay. Sure. 17 So I want to start by responding to the 18 sovereign immunity argument. No doubt tribes are 19 immune and enjoy sovereign immunity. I -- we'll -- 20 we'll charitably say that I think it's an open 21 question as to whether Norton Sound is entitled to 22 sovereign immunity. It's -- I would extremely 23 disclaim (sic) -- disagree that it's clear that they 24 are. I think that it's not sufficiently resolved as 25 to whether they enjoy sovereign immunity or not.</p>
<p style="text-align: right;">Page 27</p> <p>1 Borough vs. Henash has stated that explicitly, not to 2 conflate "hospital use" with "hospital purposes." 3 There could be many uses of properties that fulfill a 4 hospital purpose. 5 As to exclusive use for hospital purposes, 6 that looks at the nature of the use, and in that 7 instance, the Alaska constitution has said that its -- 8 the focus is to look at the organization's use for the 9 organization's own purposes. That use does not have 10 to be indispensable, and it does not have to be, as I 11 mentioned, directly related to care of patients. 12 It has to be used, which is direct and 13 primary, to the exempt purposes. So what does "direct 14 and primary" mean? It's been interpreted by a number 15 of courts to mean that which is appropriate and 16 reasonable to carry out the hospital purposes. We 17 cite to those authorities in our -- in our appeal, and 18 they were -- also, it includes a cite to a treatise on 19 taxation which the Court wanted us to brief for him in 20 the 2022 case. 21 So -- so with each property, which we'll -- 22 I'll address as we go through them, it is our position 23 that the -- the use of the property is appropriate, 24 reasonable -- and reasonable to the functioning of the 25 hospital, the many uses that are important to the</p>	<p style="text-align: right;">Page 29</p> <p>1 Ultimately, I don't think that question 2 matters today, because as Mr. Osborne was pointing 3 out, what that means is -- it's sort of relevant -- is 4 immunity from suits to collect taxes. This is not a 5 suit to collect taxes. This -- the purpose of this 6 hearing was to determine exemption. But, ultimately, 7 it's part of a process to determine the value in 8 taxable value of property in the City of Nome. 9 Whether or not the city can bring suit to 10 collect those taxes isn't relevant. Even if they are 11 immune from suit, it is still the city's duty to 12 assess the taxes. And immunity is not an exemption 13 from taxation; it is a legal barrier to collect taxes 14 if it is enjoyed by Norton Sound. I don't think it 15 is, but I'm not certain, to be honest. 16 But for the purposes of this body, I just 17 don't think it's relevant, because even if they are 18 immune from suit, the city is still obligated to 19 assess the taxes and determine exemption eligibility, 20 and that is not affected, one way or the other, by 21 sovereign immunity. 22 As to implied federal preemption, I agree 23 with Mr. Osborne that in Alaska, at least, really the 24 seminal case is the Ketchikan Borough vs. Ketchikan 25 Indian Corporation case. And I agree with virtually</p>

<p style="text-align: right;">Page 30</p> <p>1 everything he said about that case. Where I disagree 2 is Mr. Osborne had said something to the effect of -- 3 that the taxing interest can virtually never satisfy 4 the required threshold. I disagree there strenuously, 5 and that is largely what I want to talk about. 6 So first of all, in that case -- and it 7 can't be all too rare that the taxing interest is 8 sufficient, because in that case the Alaska Supreme 9 Court determined that Ketchikan Borough's taxing 10 interest was sufficient to overcome -- to satisfy that 11 element of the test. 12 And so what the Alaska Supreme Court 13 determined in the Ketchikan case is that this type of 14 implied federal preemption has two elements. The 15 first element which my colleague focused on is that 16 the activities on the property must be subject to 17 comprehensive and pervasive oversight. That's the 18 first element. 19 Here, it's the second element that really 20 proves to be decisive, and the second element, as 21 discussed in that case, is that the municipality or 22 the state, but here municipality, must have a 23 relatively inconsequential interest in taxation. And 24 Nome has a significant interest in this taxation, and, 25 importantly, Norton Sound benefits tremendously from</p>	<p style="text-align: right;">Page 32</p> <p>1 MR. CACCIOLA: What was the total revenue 2 that the city took in for FY 2023? 3 MR. HAMMOND: About \$17 million of -- of 4 which some of it was a fund balance -- fund balance 5 appropriation. So without the fund balance 6 appropriation, about \$15 million. 7 MR. CACCIOLA: And do you know what the -- 8 of that roughly 15 million, what amount was from 9 property taxes? 10 MR. HAMMOND: Property taxes were a little 11 bit less than -- real property taxes were a little bit 12 less than 4.2 million for FY '23, and personal 13 property was about 550,000, give or take. 14 MR. CACCIOLA: So without the fund balance 15 appropriation, approximately what percentage of FY '23 16 revenue resulted from property tax? 17 MR. HAMMOND: About a third, just north of 18 30 percent. 19 MR. CACCIOLA: So now I want to move on to a 20 little bit about how Nome uses that money. I'm going 21 to start with the -- how it benefits Norton Sound. 22 The -- you have a rec center? 23 MR. HAMMOND: Yeah. 24 MR. CACCIOLA: And in FY 2023, how many 25 passes to the rec center did Norton Sound purchase?</p>
<p style="text-align: right;">Page 31</p> <p>1 the services that Nome funds with property tax 2 revenues. 3 So -- but I don't want to just simply rely 4 on my representation as to that effect, so I want to 5 present you with some information relating to the 6 benefits that Norton Sound enjoys as a result of Nome 7 taxation, as well as the importance of it to the City 8 of Nome. 9 So I'm going to ask Mr. Hammond to answer 10 some questions and present some information, if the 11 Board would like him to take an oath. 12 MAYOR HANDELAND: Do you swear? 13 MR. HAMMOND: I do. 14 MAYOR HANDELAND: I've heard you. Okay. 15 MR. CACCIOLA: All right. Mr. Hammond, do 16 you know, approximately, as a percentage of all 17 privately owned property in the City of Nome, by 18 value, what percentage is owned by Norton Sound? 19 MR. HAMMOND: So can you define "privately"? 20 MR. CACCIOLA: Sure. Owned by anything 21 other than the city, state, or federal government. 22 MR. HAMMOND: About a quarter, 25 percent. 23 MR. CACCIOLA: 25 percent of the value of 24 all privately owned property is owned by Norton Sound? 25 MR. HAMMOND: If we're going just by value.</p>	<p style="text-align: right;">Page 33</p> <p>1 MR. HAMMOND: About 230 day passes so far, I 2 believe. Yeah. About 230 day -- -30 visit passes. 3 MR. CACCIOLA: 230 visit passes? 4 MR. HAMMOND: Yeah. 5 MR. CACCIOLA: So, like, 6,000 visits? 6 MR. HAMMOND: Yeah. 7 MR. CACCIOLA: And, now, the rec center 8 charges fees for those passes; correct? 9 MR. HAMMOND: Mm-hmm. 10 MR. CACCIOLA: And do the fees cover all of 11 the rec center's operating costs? 12 MR. HAMMOND: To my understanding, no. 13 MR. CACCIOLA: And how is the remainder of 14 the operating cost funded? 15 MR. HAMMOND: Through the general fund, 16 which is significantly made up of real -- real 17 property, personal property, and sales tax. 18 MR. CACCIOLA: Okay. And then the -- the 19 next area of city services I want to ask you about is 20 roads. 21 For Fiscal Year 2023, how much of the city 22 budget went for road maintenance? 23 MR. HAMMOND: Do you mind if I look at 24 the -- at the budget? 25 MR. CACCIOLA: Sure.</p>

<p style="text-align: right;">Page 34</p> <p>1 MR. HAMMOND: Road maintenance was less than 2 2 million but greater than 1.5. I've got 1.7 stuck in 3 my head, but -- road maintenance. Just south of 4 1.8 million. 5 MR. CACCIOLA: And that's for roads that the 6 city maintains? 7 MR. HAMMOND: Correct. 8 MR. CACCIOLA: You're generally familiar 9 with the 11 properties at issue in the appeals? Are 10 they -- 11 MR. HAMMOND: Mm-hmm. 12 MR. CACCIOLA: -- located on city maintained 13 roads? 14 MR. HAMMOND: I don't think any of them are 15 located on city maintained roads. The only -- the 16 only part that's potentially unclear is the -- the 17 hospital and they're newly acquired property up on 18 Greg Kruschek. There was a dispute between the state 19 and the City of Nome as to who owns it, and currently 20 the state has told us that we own it. 21 MR. CACCIOLA: So I -- 22 MAYOR HANDELAND: Can I ask a clarification 23 there? Did you say the properties are or are not 24 abutting the state? 25 MR. HAMMOND: Are not.</p>	<p style="text-align: right;">Page 36</p> <p>1 around \$4 million, just south of 4 million. 2 MR. CACCIOLA: And what about the ambulance 3 service budget? 4 MR. HAMMOND: Three-quarters of a million. 5 Let's see. Emergency services. 753,000. 6 MR. CACCIOLA: And are there services 7 provided -- I think these printouts were not 8 originally (indiscernible) -- calls to Norton Sound 9 properties by -- well, I guess it goes through the 911 10 distribution system? 11 MR. HAMMOND: Yeah. 12 MR. CACCIOLA: And what you're -- the sheet 13 you're looking at, is that for 2023, calls to -- let's 14 see what I -- Norton Sound properties? 15 MR. HAMMOND: It is for FY '23. It looks 16 like the first one is 7-15-2022, and they end 5-31, 17 yesterday. 18 MR. CACCIOLA: And so looking through this a 19 lot, it says it was the patient hospital, the 20 location. Is that where they responded to when the 21 call was a request for service? 22 MR. HAMMOND: That is my understanding. I'm 23 not familiar with all of these, not being part of the 24 department. But the record does reflect 704 East N 25 Street, patient hospital, for a bunch of responses.</p>
<p style="text-align: right;">Page 35</p> <p>1 MAYOR HANDELAND: Are not? 2 MR. HAMMOND: Yeah. Are not. It's just the 3 ambiguity is -- is at the -- is Greg Kruschek. 4 MR. CACCIOLA: I think you said that they 5 are not on city roads. 6 MR. HAMMOND: Oh, they're all on city roads. 7 MR. CACCIOLA: Okay. 8 MR. HAMMOND: Sorry. I thought I said -- 9 MAYOR HANDELAND: Yeah. Yeah. That was 10 the -- 11 MR. HAMMOND: -- state roads. 12 MAYOR HANDELAND: -- clarification. 13 MR. HAMMOND: Sorry. 14 MAYOR HANDELAND: Thank you. 15 MR. CACCIOLA: So, you know, can you get to 16 any of these 11 properties by vehicle, putting aside 17 snowmachine, without using city roads? 18 MR. HAMMOND: If you had a helicopter. 19 MR. CACCIOLA: Fair enough. 20 UNIDENTIFIED SPEAKER: Sorry. 21 MR. CACCIOLA: The other area I want to talk 22 about is emergency services, police and other 23 emergency services. What was the police department 24 budget in 2023? 25 MR. HAMMOND: I'm pretty sure it was right</p>	<p style="text-align: right;">Page 37</p> <p>1 UNIDENTIFIED SPEAKER: 100 percent of the 2 calls. Some of them just goes to the patient 3 hospital, but the address is the same. 4 MR. HAMMOND: Oh, okay. Well, there are 5 one, two, three, four I'm seeing for Greg Kruschek, 6 NSHC suites. 7 UNIDENTIFIED SPEAKER: Oh, I'm sorry. Just 8 a second. 9 MR. HAMMOND: Mostly for the patient 10 hospital bill. 11 MR. CACCIOLA: And has Norton Sound applied 12 for any city permits in 2023? 13 MR. HAMMOND: Mm-hmm. 14 MR. CACCIOLA: Do you know what those 15 permits are for? 16 MR. HAMMOND: Off the top of my head, I 17 think there's six in 2023. I don't know all of them, 18 but several are revolving around the -- the remodel of 19 the old BHS building. 20 MR. CACCIOLA: So -- but what kind of permit 21 applications are those? 22 MR. HAMMOND: Remodel fill permits, 23 mechanical, electrical. 24 MR. CACCIOLA: And does the city charge 25 application fees for those permits?</p>

<p style="text-align: right;">Page 38</p> <p>1 MR. HAMMOND: For remodel and building 2 permits, up to \$500,000. We no longer charge any -- 3 any -- any fees. Mechanical, electrical, they're \$75. 4 And fill and excavation permits are 25 bucks. 5 MR. CACCIOLA: And do the fees cover all of 6 the city's costs in processing applications? 7 MR. HAMMOND: Not even close. 8 MR. CACCIOLA: How are the remaining costs 9 funded? 10 MR. HAMMOND: Through the general fund. 11 MR. CACCIOLA: And is there a benefit to 12 Norton Sound for the city processing these permits? 13 MR. HAMMOND: I'd like to think that our 14 building inspector and our process does -- does give a 15 coordinated effort towards development in a way that 16 will protect the life and safety and abide by all 17 relevant building, fire and electrical codes. 18 MR. CACCIOLA: So -- don't go nowhere yet, 19 Bryant. 20 As we get to the individual properties, I'm 21 going to address the first element that has been 22 discussed for this test, which is the federal 23 regulation of the program. But, you know, 24 (indiscernible) second element, which is what is the 25 city's interest in taxation, really conclusively shows</p>	<p style="text-align: right;">Page 40</p> <p>1 rooms to the hospital? 2 MR. HAMMOND: Depending on the facility, 3 anywhere from .2 miles to 2 miles. 4 MR. CACCIOLA: And these distances are on 5 this sheet that you've prepared and I've handed out? 6 MR. HAMMOND: Yes, they are. 7 MR. CACCIOLA: All right. What about 8 long-term rentals? Do you know about the availability 9 of long-term rentals in Nome? 10 MR. HAMMOND: Well, I -- about 50 percent is 11 owner occupied, 50 percent rental. I think -- I think 12 I looked -- I found some census info at one point 13 saying 52 percent is renter after that, but... 14 MR. CACCIOLA: 52? Can you explain that a 15 little bit more? 52 percent of what? 16 MR. HAMMOND: 52 percent of residential 17 housing in Nome is -- is renter occupied. 18 MR. CACCIOLA: Okay. 19 MR. HAMMOND: And that included 20 single-family homes, as well as multi units. 21 MR. CACCIOLA: And can you estimate what 22 percentage of all housing in Nome is within, like, a 23 mile radius of the hospital? 24 MR. HAMMOND: 75 percent. It's -- I mean, 25 if we're talking a mile radius as the crow flies, or a</p>
<p style="text-align: right;">Page 39</p> <p>1 that the city really has a significant interest in the 2 taxation that would be received if these properties 3 are taxable, and Norton Sound benefits from those 4 taxes. 5 So that Bryant doesn't need to come back and 6 talk to us about other things, I'm going to ask him 7 two more questions that aren't related to federal 8 preemption. Bear with me for a moment. 9 A couple of topics. The first I want to ask 10 Bryant about is housing in Nome, and we'll start with 11 short-term housing. 12 Are there short-term rentals available in 13 the City of Nome? 14 MR. HAMMOND: There are. 15 MR. CACCIOLA: And to your knowledge, 16 what -- what is available for short-term rentals in 17 Nome? 18 MR. HAMMOND: So this question was posed to 19 me last year with respect to the port development, and 20 I've just kind of kept up on -- on some of it. My 21 understanding, and there could be more, is that I've 22 counted at least 89 rooms in Nome that are available 23 for short-term transient housing. 24 MR. CACCIOLA: And with the interim rooms 25 that you're aware of, what is the distance from these</p>	<p style="text-align: right;">Page 41</p> <p>1 raven around here, it is 75 percent. But if you start 2 weaving around, then that adds distance. 3 MR. CACCIOLA: Have you rented residential 4 property in Norton Sound? 5 MR. HAMMOND: I have. 6 MR. CACCIOLA: How is that property used? 7 MR. HAMMOND: It's used by, I am assuming, 8 doctors or travel nurses. 9 MR. CACCIOLA: Did you claim that the 10 property was exempt from taxation as a hospital? 11 MR. HAMMOND: I did not. 12 MR. CACCIOLA: Do you think that it is a 13 hospital? 14 MR. HAMMOND: I presently don't, but I'm 15 flexible minded and will be applying for an exemption 16 if it is ruled a hospital. 17 MR. CACCIOLA: And a quick question. One of 18 the properties at issue in these appeals, I don't have 19 the legal description in front of me. It's a 20-plex. 20 Do you know the property I'm referring to? 21 MR. HAMMOND: I do. 22 MR. CACCIOLA: Do you know when Norton Sound 23 acquired this property? 24 MR. HAMMOND: December of '22 is the -- the 25 deed, I think.</p>

<p style="text-align: right;">Page 42</p> <p>1 MR. CACCIOLA: And prior to that, was it on 2 the city tax rolls? 3 MR. HAMMOND: It was. 4 MR. CACCIOLA: And were taxes paid? 5 MR. HAMMOND: It was. 6 MR. CACCIOLA: And so to your understanding, 7 when they -- Norton Sound acquired this, did they add 8 any new dwelling units to their housing stock in Nome? 9 MR. HAMMOND: Not to my -- not to my 10 knowledge. 11 MR. CACCIOLA: And there's another property 12 referred to as the 7-plex. I don't have the legal 13 description in front of me, but do you know the 14 property I'm referring to? 15 MR. HAMMOND: I'm aware of it. 16 MR. CACCIOLA: And do you know approximately 17 when Norton Sound acquired that property? 18 MR. HAMMOND: 2011. 19 MR. CACCIOLA: And were property taxes being 20 paid prior to Norton Sound's ownership of it? 21 MR. HAMMOND: Before and after Norton 22 Sound's acquisition of it. 23 MR. CACCIOLA: And with acquiring these, did 24 Norton Sound add any new dwelling units to the housing 25 stocks in Nome?</p>	<p style="text-align: right;">Page 44</p> <p>1 UNIDENTIFIED SPEAKER: (Indiscernible) -- 2 MR. CACCIOLA: -- you anything -- 3 UNIDENTIFIED SPEAKER: -- ask for a 4 five-minute break before he carries on? 5 MAYOR HANDELAND: Sure. There's a request 6 that we have a break here for about five minutes 7 before we continue. 8 But, I guess, just one -- one point, I mean, 9 we're going through and saying, you know, the services 10 and the benefits to Norton Sound. I mean, we do need 11 to acknowledge that Norton Sound does contribute to 12 the ambulance service, but yet it still does cost the 13 city more than the revenues that are raised, but 14 Norton Sound is a contributor to that specifically. 15 Okay. We'll stand in recess for five 16 minutes. The time is 10:34. 17 (Off record.) 18 MAYOR HANDELAND: So let's get back to -- 19 back on the record, and I think we were still on -- 20 MS. PEARSON: May I ask Bryant some 21 follow-up questions? 22 MAYOR HANDELAND: Certainly. 23 MS. PEARSON: Thank you. 24 So, Bryant, you're employed with the City of 25 Nome?</p>
<p style="text-align: right;">Page 43</p> <p>1 MR. HAMMOND: Not to my knowledge. 2 MR. CACCIOLA: The last topic, 3 (indiscernible). The hospital. Have you ever been to 4 the hospital here? 5 MR. HAMMOND: I have. 6 MR. CACCIOLA: Is there a cafeteria there? 7 MR. HAMMOND: There is. 8 MR. CACCIOLA: Yeah. Have you eaten in it? 9 MR. HAMMOND: I have. It's good food. 10 MR. CACCIOLA: Is it open to the public? 11 MR. HAMMOND: To my knowledge, it is. 12 MR. CACCIOLA: Well, when you ate there, 13 were you there as a patient, or... 14 MR. HAMMOND: No. I was there of my own 15 volition because I wanted to see -- see how it was. 16 MR. CACCIOLA: And how does the cost of the 17 food there compare to other restaurants or takeout in 18 town? 19 MR. HAMMOND: About the same, but I'd say 20 probably a little bit cheaper. It's probably a little 21 bit better deal up there, but it's par. 22 MR. CACCIOLA: All right. That's all I've 23 got in terms of questions for you. 24 MR. HAMMOND: Okay. 25 MR. CACCIOLA: My colleague wants to ask --</p>	<p style="text-align: right;">Page 45</p> <p>1 MR. HAMMOND: I am. 2 MS. PEARSON: In what position? 3 MR. HAMMOND: I'm the city clerk. 4 MS. PEARSON: And what are your 5 responsibilities as a city clerk? 6 MR. HAMMOND: Succinctly, I facilitate the 7 demographic of Nome. 8 MS. PEARSON: Could you give me a little bit 9 more? 10 MR. HAMMOND: I manage -- I manage 11 elections, all permits run through my office, all 12 taxes run through my office. We receive the majority 13 of the funds that come through the city. I serve as 14 parliamentarian and secretary to the -- the governing 15 body, the city council. There's probably some other 16 things in there that I'm missing -- 17 MS. PEARSON: Okay. 18 MR. HAMMOND: -- but... 19 MS. PEARSON: All right. Have -- have you 20 been -- have you ever been retained by the City of 21 Nome as a housing expert? 22 MR. HAMMOND: I have not. 23 MS. PEARSON: Have you served any other 24 community or city as a housing expert? 25 MR. HAMMOND: No.</p>

<p style="text-align: right;">Page 46</p> <p>1 MS. PEARSON: Are you aware of the Community 2 Health Needs Assessment that is -- was conducted by 3 Norton Sound and is available on their website? 4 MR. HAMMOND: Is this conducted in 2020? 5 MS. PEARSON: Mm-hmm. 6 MS. PEARSON: Okay. I'm -- I'm -- I'm aware 7 of it. I don't think -- I've read through bits of it, 8 but I haven't read through -- 9 MS. PEARSON: Did you -- 10 MR. HAMMOND: -- the entire thing. 11 MS. PEARSON: -- consult the Community 12 Health Needs Assessment for any of your data regarding 13 housing availability in the Nome community? 14 MR. HAMMOND: Not specifically. 15 MS. PEARSON: Were you aware that the 16 Community Health Needs Assessment has identified lack 17 of affordable housing and institution housing stock as 18 a contributing factor to morbidity -- health -- health 19 morbidity rates? 20 MR. HAMMOND: Not -- no. 21 MS. PEARSON: Okay. That's -- that's all I 22 have for Bryant. 23 I'll let Steve, if we're at that point, to 24 respond to your arguments of -- 25 MR. CACCIOLA: Not quite.</p>	<p style="text-align: right;">Page 48</p> <p>1 districts. And I'm currently the chair of that board. 2 UNIDENTIFIED SPEAKER: And do you also, 3 then, other boards and commissions, either currently 4 or in the past, served as the city liaison or -- 5 similar to what you do on the council to other boards 6 and commissions over time? Maybe not presently, but 7 have you in the past? 8 MR. HAMMOND: Yes. And this -- 9 UNIDENTIFIED SPEAKER: Okay. 10 MR. HAMMOND: You reminded me that from 2013 11 to 2015, I was on the Port Commission. And then when 12 I accepted this position, I had to step down from the 13 Port Commission because I would be serving them as the 14 secretary, as John is saying. I've done the same for 15 the Public Safety Advisory Committee and the Planning 16 Commission off and on throughout my tenure here as the 17 city clerk. 18 MAYOR HANDELAND: Thank you. 19 Steve. 20 MR. OSBORNE: Bryant, do you remember what 21 the tax bill was for 2022 that was contested for 22 Norton Sound? 23 MR. HAMMOND: The tax bill? 24 UNIDENTIFIED SPEAKER: Tax payment? 25 MR. OSBORNE: Yeah. No. The tax -- the</p>
<p style="text-align: right;">Page 47</p> <p>1 MS. PEARSON: Oh, not -- 2 MR. CACCIOLA: I still need to address the 3 statutory -- 4 MS. PEARSON: Oh, but, I mean, just -- 5 MR. CACCIOLA: Oh, sure. Yeah. Yeah. 6 MS. PEARSON: -- just wants to know -- 7 sovereign immunity. 8 Okay, Steve. 9 UNIDENTIFIED SPEAKER: The -- I guess, just 10 a follow-up to the follow-up -- 11 MS. PEARSON: Okay. 12 UNIDENTIFIED SPEAKER: -- on the thing is -- 13 in your other duties, have you not served as the -- in 14 the same position of advisor to other boards and 15 commissions in the community? 16 MR. HAMMOND: I have. 17 UNIDENTIFIED SPEAKER: And those being? 18 MR. HAMMOND: I was -- I was the first paid 19 director of NEST, the Nome Emergency Shelter Team that 20 does the emergency shelters. I was -- I think I 21 served on that board until 2017, maybe. I was a 22 volunteer EMT responder until about 2016. And then 23 out -- outside of the community, I also serve on the 24 insurance association board that -- it's -- it's the 25 pool that insures the municipality as well as school</p>	<p style="text-align: right;">Page 49</p> <p>1 taxes that were at issue in the appeal in 2022. 2 MR. HAMMOND: I'm a little confused by 3 the -- by the terminology you're using. My -- my 4 understanding is that what was at issue was the 5 valuation, rather than the tax bills. Tax bills were 6 issued in mid-June of 2022, and Norton Sound paid 7 those taxes. 8 MR. OSBORNE: I think it was about \$96,000; 9 right? 10 MR. HAMMOND: I need more information to be 11 clear. Are you -- are you talking about -- I think 12 there's a 96 -- if -- if you're talking about 96,000, 13 the -- probably, that would be the Block 116, 14 Block 115, where the NSHC operations and the patient 15 hospital and the -- I guess, the sobering center 16 currently are. Is that what you're referring to? 17 MR. OSBORNE: Yeah. I think that was the 18 total tax that was due based on the denial of the 19 exemptions that were at issue in the 2022 case, and 20 that was before 2023 when the city decided to revoke 21 the exemption for the hospital itself. 22 MR. HAMMOND: Can I -- 23 MR. OSBORNE: So -- 24 MR. HAMMOND: Can I speak to that? 25 MR. OSBORNE: When you said -- when you said</p>

<p style="text-align: right;">Page 50</p> <p>1 the percentage of property owned by Norton Sound is 2 25 percent of the local area, that includes the 3 hospital itself; correct? 4 MR. HAMMOND: That is correct. It's about 5 76 million. 6 UNIDENTIFIED SPEAKER: And did we revoke it, 7 or did we simply not get an application? 8 MR. HAMMOND: I requested information from 9 Mr. Pardee, the CFO, and he did not get back to me in 10 the time that I had to put out the notice of 11 assessment to ideally avoid the situation that we're 12 in right now. 13 Notice of Assessments must go out at the -- 14 the middle to the end of March to be able to give the 15 Assessor enough time to deal with those prior to the 16 BOE convening on the first Wednesday of May. If they 17 don't go out, then things get backed up. We start 18 pushing over limits, and now we are -- we don't even 19 have a certified tax roll on which the basis that we 20 budget, which has been -- it's usually the 21 culminating -- it culminates in May with a -- we -- we 22 know -- the city knows their full taxable figure, and 23 they can set their budget and decide what services 24 they're going to provide the community on that. 25 I was on a schedule. Mr. Pardee did not get</p>	<p style="text-align: right;">Page 52</p> <p>1 MR. HAMMOND: That is correct. It's -- it 2 has presented issues in the budgeting issues. 3 UNIDENTIFIED SPEAKER: Is there not a 4 February 1 or so deadline that those applications are 5 supposed to be submitted? 6 MR. HAMMOND: There is. And I believe we 7 received the applications on February -- or on -- I 8 believe we received them on the 31st of January, the 9 30th or 31st of January. And then I requested 10 additional information to be able to make my -- my 11 determination. 12 UNIDENTIFIED SPEAKER: Okay. Thank you. 13 MAYOR HANDELAND: Okay. We've straightened 14 that one out. 15 Steve, go ahead. 16 MR. OSBORNE: I have no more questions for 17 Bryant. 18 MAYOR HANDELAND: Okay. Charles, do you 19 have any follow-up? 20 MR. CACCIOLA: No. 21 I think that brings us to my remarks on the 22 AS 29.45.030(a)(3). 23 MAYOR HANDELAND: Okay. 24 MR. CACCIOLA: This was a new statute. I'll 25 try to keep them short.</p>
<p style="text-align: right;">Page 51</p> <p>1 back to me, so I revoked the exemption because I did 2 not have -- I denied the -- the app- -- application 3 for exemption because I did not have the information 4 on how big the cafeteria was inside the -- inside the 5 hospital. 6 MS. PEARSON: May I just clarify one point? 7 Mr. Pardee did get back to you within a very 8 reasonable period of time? 9 MR. HAMMOND: It was after they had to go 10 out. He got back to me on March 29th, which -- 11 MS. PEARSON: But you -- 12 MR. HAMMOND: -- does not -- 13 MS. PEARSON: -- gave him about ten days, 14 and that's what he utilized. I mean, it's -- it was a 15 very short turnaround, and I don't think there was a 16 communication from you that you needed it by X date. 17 So there -- there's -- you know, so I 18 don't -- I don't want to leave the impression, you 19 know, that you were ignored. I mean, he did timely 20 and reasonably -- within a reasonable period of time 21 respond. 22 MR. HAMMOND: Yeah. 23 MS. PEARSON: But I think it remains the 24 case that 100 percent of the hospital is not exempt 25 for 2023.</p>	<p style="text-align: right;">Page 53</p> <p>1 In the Henash case that Ms. Pearson 2 referenced, the Alaska Supreme Court said, I quote, 3 "The exclusive use requirement also requires analysis 4 of how the property is actually used." 5 And in the Catholic Bishop case, the Alaska 6 Supreme Court identified the way you look at actual 7 uses by looking at the direct and primary use of the 8 property. So what does that mean? Well, it's the 9 direct and primary use. Not the indirect use, not how 10 it benefits something else, but the way the property 11 is actually used. 12 In another case where the property owner 13 argued that the determination of use, and if it's an 14 exempt use, should be -- (indiscernible) looking at 15 it -- how it benefits the owner and how it furthers 16 the owner's use. And specifically, as a hospital, the 17 Alaska Supreme Court rejected that, in part because, 18 and I quote -- the Court said, "It would extend the 19 tax exemption to everything owned and used in some way 20 by an exempt institution." 21 And, you know, in my view, that's 22 fundamentally the argument that Norton Sound is 23 making, is that they're a hospital. If they own 24 property and it helps them run a hospital, it's 25 exempt.</p>

<p style="text-align: right;">Page 54</p> <p>1 And the Alaska Supreme Court has said, "No." 2 You know, "We don't look at how it benefits the owner. 3 We look at the way the property is actually used." 4 And in response to, "What is a hospital?" -- 5 so the statute, you know, the entire chapter is 29.45, 6 does not define hospital. In the absence of statutory 7 definitions, Alaska courts use the common 8 understanding of words. Last year, you determined 9 that a hospital is an institution in which sick and 10 injured people are given medical or surgical 11 treatment. This is a good definition. I think you 12 should use it this year as well. 13 Norton Sound relies upon an AG's opinion 14 that's not relevant, and I'll briefly explain why. In 15 that opinion, the attorney general was being asked if 16 a set of statutes that provide for the financing of 17 all sorts of medical facilities, not just hospitals, 18 would allow the state to spend money to buy a 19 professional offices building that would be used by 20 private doctors in service of other medical goals. 21 So, first, the AG opinion is not talking 22 about taxation, number one. It's not talking to 23 statutes. But most importantly, the AG concluded that 24 this facility would qualify as a hospital which would 25 be in direct conflict with Alaska precedent in</p>	<p style="text-align: right;">Page 56</p> <p>1 the generally recognized functions of a completely 2 modern hospital, a lot of other states say, 'Yeah. 3 That's fine. That's exempt." 4 Alaska said, "No. That's not the standard 5 we use. Our statute is narrow. It requires exclusive 6 use, and this is broader than is allowed by our 7 statute." 8 So, you know, insofar as there are 9 arguments, "Well," you know, "this building is 10 reasonably necessary for the fulfillment of a 11 generally recognized function or functions of a 12 completely modern hospital," Alaska Supreme Court has 13 already said that's not the applicable standard. 14 So the applicable standard is -- is it 15 actually used for hospital purposes? Not does it 16 serve a hospital. Is it a hospital? 17 That's all I have on that. 18 MS. PEARSON: May I? 19 MAYOR HANDELAND: Yes, you may. 20 MS. PEARSON: Thank you. 21 Let me first address these -- these last 22 points made by counsel. We're not -- we haven't 23 argued, and you won't see that we've argued that the 24 test is what is reasonably necessary. We have, I 25 think, agreement that exclusive use describes the</p>
<p style="text-align: right;">Page 55</p> <p>1 actually applying the statute, because the building 2 that was deemed to be a hospital by the AG opinion was 3 a building of professional offices used by doctors for 4 their private practices, which is exactly what the 5 Alaska Supreme Court said does not qualify as a 6 hospital under AS 29.45.030(a)(3) in the Sisters of 7 Charity case. 8 So, you know, this AG opinion is in direct 9 conflict with controlling law of the statute, if it 10 were actually to apply here, which it's not, which is 11 why (indiscernible) conflict. But the reliance 12 opinion, that is misplaced. It's not applicable here. 13 And my -- my last note on what constitutes a 14 hospital, you know, again, in the Sisters of Charity 15 case, the Sisters argued and asked the Alaska Supreme 16 Court to find that property -- and I quote -- 17 "reasonably necessary for the fulfillment of the 18 generally recognized functions of a completely modern 19 hospital is exempt." 20 And the Alaska Supreme -- Supreme Court 21 said, "No." 22 They said, "There are lots of out-of-state 23 cases that follow this idea that if it is necessary -- 24 reasonably necessary for the fulfillment of a" -- 25 sorry -- "reasonably necessary for the fulfillment of</p>	<p style="text-align: right;">Page 57</p> <p>1 nature of the use, and that use has to be the Board is 2 directed is primary to exempt purposes. 3 So we're not arguing what is reasonably 4 necessary. And -- and how direct and primary is 5 defined, we addressed earlier in our presentation and 6 in the -- we have in the appeals. 7 As to what is a hospital, by definition, we 8 would submit that, I think -- that reliance on -- for 9 instance, authorities from the public health system, 10 federal authorities, and other state authorities are 11 better than reliance on the dictionary to define 12 hospital. 13 And, importantly, CMS defines a hospital for 14 all public purposes, as all the facilities operated in 15 connection with the hospital that allow it to pursue 16 and complete and -- and achieve its hospital purposes. 17 And counsel already argued that the focus is 18 not on how the property benefits the owner. Again, 19 we've not made that argument. We are -- we have made 20 the point, I believe, successfully, that the focus is 21 on the community's benefit and that Norton Sound 22 Health Corporation provides a significant benefit to 23 the community, that it's -- that the operation of the 24 facilities and the services occurring at each of the 25 subject properties are part of its obligation in</p>

<p style="text-align: right;">Page 58</p> <p>1 fulfilling its contract with IHS, and also integral to 2 its delivery of -- of healthcare. 3 And -- and just on that point, I -- I want 4 to just touch on one factor on the federal preemption 5 test, and I'll -- and I'll allow Steve, of course, 6 to -- to follow-up on what I have to say. 7 But a lot of what counsel presented in 8 their -- in his questioning of Bryant, of course, 9 provides you with information on one side of the 10 scale, you know, what are the benefits to Norton Sound 11 Health Corporation from the tax space? But what was 12 ignored in that are the benefits to the city on the 13 other side of the scale. 14 And by definition, under federal law, 15 hospitals are seeing -- are given a tax exemption 16 recognized for their role in lessening the burdens of 17 government. And in this case, Norton Sound has 18 lessened the burdens of Nome, the City of Nome and 19 community around, and the 44,000-square mile service 20 area for which it provides care by providing hospital 21 care to -- to the Nome community, medical education, 22 medical outreach. 23 Also housing. As the Community Health Needs 24 Assessment has identified, housing is a critical 25 problem. There isn't sufficient housing stock, and</p>	<p style="text-align: right;">Page 60</p> <p>1 don't know. How many Norton Sound Health Corporation 2 employees actually live in Nome, live year-round, full 3 time, as opposed to transitioning in and out? 4 UNIDENTIFIED SPEAKER: I don't have that 5 number, but they all still -- even if they're coming 6 in, they're all paying rent for places. 7 UNIDENTIFIED SPEAKER: I -- I -- I guess, it 8 sounds like you have a lot of housing units for 9 traveling doctors, nurses. That's what I'm trying to 10 get at. 11 How many -- how many staff -- and just a 12 rough number -- that commute to Nome to work at Norton 13 Sound as opposed to living here? And -- and -- and 14 purchasing homes and rentals and things like that. 15 UNIDENTIFIED SPEAKER: I'd have to get -- 16 UNIDENTIFIED SPEAKER: Okay. 17 UNIDENTIFIED SPEAKER: -- that number to 18 you. I don't have it. 19 UNIDENTIFIED SPEAKER: Thanks. 20 MR. CACCIOLA: I'll give a couple of quick 21 comments, and then I'll move on to the individual 22 properties. 23 Ms. Pearson's absolutely correct. I was 24 presenting one side because that's what the law calls 25 for. Federal preemption doesn't look at the other</p>
<p style="text-align: right;">Page 59</p> <p>1 it's necessary as an incentive to bring qualified 2 medical professionals here to serve the community to 3 provide that housing, because there's insufficient 4 housing. 5 And -- and additionally, Norton Sound brings 6 a significant economic benefit to the community, 7 bringing in a lot of business, a lot of tax dollars 8 through its employment of -- what's the -- how many 9 are employed? 10 UNIDENTIFIED SPEAKER: Over 700 in the 11 region. Over 500 in Nome. 12 MS. PEARSON: Yeah. I -- that's -- that's 13 significant. So it's important not to just look at 14 one side of the scale and to understand the multitude 15 of benefits that Norton Sound Health Corporation 16 provides the community. 17 And the link that we've provided in our 18 materials to the Community Health Needs Assessment, I 19 think, also delineates in greater detail more than I 20 have here this evening, all of the benefits of the 21 work it does for the community. 22 Steve? 23 MR. OSBORNE: Nothing to add. That was well 24 said. 25 UNIDENTIFIED SPEAKER: I have a question. I</p>	<p style="text-align: right;">Page 61</p> <p>1 benefits that having a hospital provides. What the 2 Alaska Supreme Court said is you look at the city's 3 interest and the taxation. So in some abstract way, I 4 ignore the other side because that other side is not 5 relevant to the legal inquiry. 6 So I, you know, heard Ms. Pearson say that, 7 you know, they've not made the argument that, you 8 know, "We should look at how the property benefits 9 Norton Sound," and I'd just ask you to keep that in 10 mind, that they're not making that argument 11 throughout. 12 And I also heard -- it said that Norton 13 Sound was not making the argument or taking the 14 position that a hospital should include or exemption 15 include that which is reasonably necessary for the 16 fulfillment, the generally recognized functions of a 17 completely modern hospital. If that's not the 18 argument they're making and that's not their position, 19 I just ask you to keep that in mind throughout. 20 MAYOR HANDELAND: Okay. So we're done with 21 the first part of this and are ready to go into the 22 first property, then? 23 MR. CACCIOLA: I am. 24 MS. PEARSON: Yes. Mm-hmm. 25 MAYOR HANDELAND: Okay. This is at page 58,</p>

<p style="text-align: right;">Page 62</p> <p>1 a property known as Jack, which, I guess, must be the 2 mineral survey name, and Tax Lot 192.1.120. 3 MS. PEARSON: Okay. This is a vacant lot 4 contiguous and adjacent to the hospital campus. It is 5 claimed by the hospital as part of its comprehensive 6 plan for expansion of medical service. The exhibits 7 of the Community Health Needs Assessment establishes 8 that. Its use is restricted to the buildout of 9 hospital services and facilities. 10 This is one of those properties -- the 11 Assessor indicated that this was appealed on the same 12 grounds in 2022. That is incorrect. There was no 13 application in '22 -- '22 application for exemption 14 for this property. 15 The property serves both hospital and 16 charitable purposes, as I indicated, pursuant to that 17 Community Health Needs Assessment. It is necessary 18 for the expansion of care, those identified care 19 needs, to meet those care needs, the hospital has to 20 expand. It is intended -- its intended use is only 21 for hospital and charitable purposes, according to 22 Alaska Supreme Court in Ketchikan Gateway vs. 23 Ketchikan Indian Corporation. 24 The vacant status of the property is not an 25 issue. The parcel is owned by -- the hospital has a</p>	<p style="text-align: right;">Page 64</p> <p>1 neither exempt nor appealed in 2022; is that correct? 2 MS. PEARSON: It was -- Norton Sound Health 3 paid tax in -- 4 UNIDENTIFIED SPEAKER: Right. 5 MS. PEARSON: -- 2022 on this property. 6 UNIDENTIFIED SPEAKER: So it was taxable 7 property in 2022. 8 MS. PEARSON: Mm-hmm. 9 UNIDENTIFIED SPEAKER: But you're requesting 10 it to be exempt in 2023? 11 MS. PEARSON: Yes. 12 UNIDENTIFIED SPEAKER: Primarily because -- 13 what has changed? 14 MS. PEARSON: We -- it -- it has been 15 determined to be part of, like I said, the 16 comprehensive plan for expansion of medical services, 17 and the CHNA, the Community Health Needs Assessment 18 has identified that there are unmet needs in the -- in 19 the service area, Bering Strait service area and the 20 community here. And so expansion is necessary. So it 21 is being held for that, and because of that, it's -- 22 it's part of -- it is being utilized for hospital 23 purposes and charitable purposes. 24 The funding agreement with the IHS 25 identifies specifically capital projects and expansion</p>
<p style="text-align: right;">Page 63</p> <p>1 general plan of improvement reasonably necessary 2 for -- indirect and primary to its purposes as a 3 hospital, which has been established under similar 4 jurisdictions of the same statutory and constitutional 5 exemption regime as -- as Alaska to be an exempt 6 purpose, and we cite Norwegian American Hospital. 7 And it's important to note, in -- in the 8 Court's majority in the Ketchikan Gateway case that I 9 cited, that case looked at property that was vacant, 10 but the intended use was for non-charitable purposes, 11 and the majority in citing to the dissents said that 12 the unused space, when used, if it was established to 13 be intended for exempt purposes, then it would be 14 exempt. And in that case, it wasn't, so... 15 But in this case, we have established that 16 its intended use is for exempt purposes. And I 17 believe that the same federal law protections for 18 sovereign immunity and federal preemption also apply 19 to this parcel. 20 And, Steve, did you want to add anything 21 more about that? 22 MR. OSBORNE: No. That's correct. 23 UNIDENTIFIED SPEAKER: May I ask a question? 24 MAYOR HANDELAND: Go ahead. 25 UNIDENTIFIED SPEAKER: So this property was</p>	<p style="text-align: right;">Page 65</p> <p>1 as a -- as an obligation and -- under the funding 2 agreement, that the funding agreement allows for the 3 expansion for the hospital to meet its ISDEAA 4 obligations. 5 So on those two bases, we're applying for 6 this year, when we didn't last year. 7 UNIDENTIFIED SPEAKER: And so -- but the 8 factors are -- 9 MR. PARDEE: Hold -- hold on one second. 10 This -- this is Dan Pardee. I want to correct the 11 record. 12 For the Jack, Thelma, and Gold Hill, those 13 first three properties, we applied for exemptions in 14 2022 on all three of those and we were denied, but we 15 are doing it again for 2023. 16 MS. PEARSON: I understand. 17 UNIDENTIFIED SPEAKER: So for the same 18 reasons, then, essentially, that you applied in 2022 19 and are now applying for it. 20 And one other question: Have you identified 21 a specific purpose for this parcel, or is it just 22 generally held for Norton Sound for future expansion, 23 but you don't have specific purpose for this parcel? 24 MS. PEARSON: I'll defer to Dan or Angie on 25 the specific plan.</p>

<p style="text-align: right;">Page 66</p> <p>1 UNIDENTIFIED SPEAKER: This is Gold Hill. 2 MS. PEARSON: This is Jack. 3 UNIDENTIFIED SPEAKER: I need a better 4 description of -- 5 UNIDENTIFIED SPEAKER: It's Gold Hill. 6 MS. PEARSON: Oh, it's Gold Hill. 7 MS. GORN: Housing. Norton Sound's goal is 8 to build at least three 20-plex units on our campus. 9 And so we're still mapping out exactly where those 10 units are going to go, but we'd like them to be 11 situated in close proximity to the 20-plex that we 12 purchased in December. 13 UNIDENTIFIED SPEAKER: Thank you. 14 MAYOR HANDELAND: Okay. Charles. 15 MR. CACCIOLA: Sure. A couple of points. 16 So first of all, my colleague was talking 17 about the Ketchikan Gateway case, and it was misstated 18 as to what that case is about. So first of all, that 19 case has nothing to do with use exemption under AS 20 29.45.030(a)(3). 21 So that's what we're talking about when 22 we're talking about hospital use or charitable use. 23 The case has nothing to do with that. That case has 24 to do with federal preemption only. And so when it 25 was said that the Court said that, you know, "Oh, that</p>	<p style="text-align: right;">Page 68</p> <p>1 UNIDENTIFIED SPEAKER: I can pull -- 2 MAYOR HANDELAND: Can you pull up the map 3 for us so we can see that? That would be great. 4 And then I failed to ask the question. I 5 think it was when you were talking about the 6 definition of a hospital, Wendy. 7 MS. PEARSON: Mm-hmm. 8 MAYOR HANDELAND: You mentioned CMS, and I 9 don't know what CMS is. 10 MS. PEARSON: Center for Medicare -- 11 MS. GORN: Medicaid and Medicare Services. 12 MS. PEARSON: -- Services. 13 MAYOR HANDELAND: Okay. 14 MS. PEARSON: Yeah. 15 MAYOR HANDELAND: Thank you. 16 Okay. Why don't we get a map up so we can 17 see for the next one, but we might as well move on, 18 then, to 192.1.125, and -- 19 UNIDENTIFIED SPEAKER: Just to clarify, 20 again, we're going to hear all of these, and then 21 we're going to make a decision on all of them entirely 22 together? 23 MAYOR HANDELAND: Yeah. We -- we will take 24 a look and then deliberate on all of these appeals and 25 come back for a decision.</p>
<p style="text-align: right;">Page 67</p> <p>1 it's vacant isn't a problem because, you know, you 2 have a future use for it," that may be true for 3 federal preemption. That's not at all true -- or at 4 least there's no relevance in that case for exemption 5 under the exclusive use statute. 6 I want that to be clear, that when that 7 case -- the Court was talking about a vacant property 8 in that case, it had nothing to do with exemption 9 under the exclusive use statute. 10 So what you have to look at here is what is 11 the -- how is this property actually used? And what 12 I'm hearing is it's actually used as being held for 13 future development. 14 Well, real estate speculation is not a 15 hospital. Holding real estate for future development 16 is not a charitable use. There's no public benefit 17 that accrues from undeveloped land just sitting there. 18 That's all I have to say about this 19 property. 20 MAYOR HANDELAND: Is there any rebuttal? 21 MS. PEARSON: No. 22 MAYOR HANDELAND: Okay. The -- that would 23 have been good if we had had a map to know where these 24 things are, because -- so we know if it's on the east 25 side or the west side.</p>	<p style="text-align: right;">Page 69</p> <p>1 UNIDENTIFIED SPEAKER: Okay. 2 MAYOR HANDELAND: So the next one... 3 UNIDENTIFIED SPEAKER: Adriana, can you hold 4 up -- 5 MAYOR HANDELAND: Oh. 6 UNIDENTIFIED SPEAKER: Oh, I thought you had 7 it. I was checking to see, before we move on, to see 8 which one -- 9 MAYOR HANDELAND: Oh, okay. 10 UNIDENTIFIED SPEAKER: It's called the Jack 11 lot. 12 MAYOR HANDELAND: Jack looks like it's the 13 one right by the apartment building. Is that what I'm 14 reading, or... 15 UNIDENTIFIED SPEAKER: Jack claim -- claim 16 placer, I believe, was the -- 17 MAYOR HANDELAND: Oh, okay. And what's the 18 one by the current department building over there on 19 the other side? 20 UNIDENTIFIED SPEAKER: Wan- -- Wanita Bench 21 (phonetic). 22 MAYOR HANDELAND: That one, Wanita? 23 UNIDENTIFIED SPEAKER: Yeah. 24 MAYOR HANDELAND: Okay. And so we're going 25 to look at 192.1.125. Can we -- that is known as...</p>

<p style="text-align: right;">Page 70</p> <p>1 UNIDENTIFIED SPEAKER: This is going to make 2 it a little bit tough for me, because I can access our 3 property records, or the MARS system, which can help 4 locate these a little bit better. But I'm familiar 5 with the lots themselves. 6 MAYOR HANDELAND: So 155 is Thelma. Do you 7 see Thelma on there? 8 UNIDENTIFIED SPEAKER: Yes. Here we are. 9 Thank you. 10 MAYOR HANDELAND: So that's right next to 11 Jack. Okay. The Jack is 20 acres, and this one here 12 is... 13 UNIDENTIFIED SPEAKER: It's right over where 14 my kid used to sled and spend a lot of time 15 snowmachining. 16 UNIDENTIFIED SPEAKER: Right. Right. 17 UNIDENTIFIED SPEAKER: There inland -- I 18 need to apologize. This one is Gold Hill. The last 19 one is described as Thelma. 20 MS. PEARSON: And they are right by each 21 other? All right. I mean, it's all part of the 22 same -- 23 UNIDENTIFIED SPEAKER: It's still part -- 24 it's all part of Gold Hill. 25 UNIDENTIFIED SPEAKER: It's all Gold Hill.</p>	<p style="text-align: right;">Page 72</p> <p>1 192.1.120 will also be considered the testimony for 2 192.1.125 and 192.1.130. So that moves us, wow, to 3 page 349. 4 All right. And this is Gold Hill itself. 5 Oh, but there's a building on it. 6 MS. PEARSON: This is a 7-plex -- 7-plex. 7 That should be right. 8 UNIDENTIFIED SPEAKER: That's what I -- 9 MAYOR HANDELAND: Oh, I'm sorry. Number 10 four on your list, block 91. The 7-plex, other -- in 11 former life known as the lawyer's apartment. 12 UNIDENTIFIED SPEAKER: Mayor Handeland, I 13 just had one question, if I could. 14 MAYOR HANDELAND: Yeah. Absolutely. 15 UNIDENTIFIED SPEAKER: I wanted to 16 understand, with the reference to the Community Health 17 Needs Assessment in support of these applications, is 18 Norton Sound suggesting that if the Board opens and 19 goes through the Community Health Needs Assessment, 20 they're going to see a specific reference to a plan to 21 build three 20-plex housing units on property adjacent 22 to the hospital? Is that part of this Community 23 Health Needs Assessment? 24 MS. PEARSON: Housing expansion is part of 25 the Community Health Needs Assessment, an expansion of</p>
<p style="text-align: right;">Page 71</p> <p>1 MS. PEARSON: It's all -- 2 (Crosstalk.) 3 MS. PEARSON: It's okay. I would have 4 considered them together. 5 MAYOR HANDELAND: Yep. Okay. All right. 6 Let's -- let's move on, then, with -- with this 7 particular one here, which is Thelma, as I just 8 stated. 9 UNIDENTIFIED SPEAKER: Thelma 125. 10 MS. PEARSON: Yeah. Same -- same thing as 11 the 120, which we have identified as Jack. So part of 12 the plan for a comprehensive plan for medical service 13 expansion pursuant to the needs identified in the 14 Community Health Needs Assessment. So basically the 15 same -- the same arguments as with Jack. 16 MAYOR HANDELAND: Charles, are your 17 arguments all the same, too? 18 MR. CACCIOLA: Yeah. That for both, this 19 property and the next one, I would just -- 20 MS. PEARSON: Yeah. 21 MR. CACCIOLA: -- reiterate the same -- 22 MAYOR HANDELAND: For all three of them? 23 MS. PEARSON: Yeah. So -- 24 MAYOR HANDELAND: Okay. So without 25 objection, then, the testimony that was given for</p>	<p style="text-align: right;">Page 73</p> <p>1 housing also for -- or specifically for the medical 2 professionals. 3 UNIDENTIFIED SPEAKER: But not specifically 4 in reference to these three properties in -- in that 5 assessment, just as a general -- 6 MS. PEARSON: Not to my -- 7 UNIDENTIFIED SPEAKER: -- need? 8 MS. PEARSON: Not to my knowledge, but -- 9 no. It wouldn't -- it wouldn't be -- there wouldn't 10 be a reference -- reference to the specific 11 properties, just to the specific needs. And so these 12 properties -- 13 UNIDENTIFIED SPEAKER: Okay. 14 MS. PEARSON: -- are meeting those needs. 15 UNIDENTIFIED SPEAKER: Thanks. All right. 16 MAYOR HANDELAND: Okay. I believe this one 17 was appealed last year as well. 18 MS. PEARSON: Correct. 19 MAYOR HANDELAND: Okay. 20 MS. PEARSON: So -- and this property has 21 the same uses in 2022 -- or, excuse me -- 2023 as it 22 had in 2022. It houses doctors and visiting nurses. 23 It has close proximity to the hospital, which is 24 important because the doctors are on call, the nurses, 25 doctors, particularly on call, and on</p>

<p style="text-align: right;">Page 74</p> <p>1 month-on/month-off rotations. That's 24-hour call. 2 So the proximity is important. 3 The free housing is -- or the housing, I 4 should say, is a necessary incentive to attract the 5 need of medical professionals, and we've provided an 6 exhibit, for instance, with AB Staffing where Norton 7 Sound Health has to provide housing as part of a 8 contract. 9 There is insufficient short-term housing 10 available in Nome, as identified in the Community 11 Health Needs Assessment. Which, by the way, the 12 Health Needs Assessment is -- contributors to the 13 Health Needs Assessment include numerous interested 14 parties and stakeholders and community leaders and 15 individuals. And so it's not just about -- by Norton 16 Sound Health Corporation. It draws on a number of 17 experts and stakeholders in the community to provide 18 the data. 19 Without providing the housing, as I 20 mentioned, Norton Sound Health Corporation could not 21 sufficiently staff its -- its medical services at its 22 hospital. A small percentage of the property is 23 rented to new hires for the first 30 days. It is a 24 taxed benefit, and then they're charged normal rent 25 after 30 days. So there's an exhibit in your</p>	<p style="text-align: right;">Page 76</p> <p>1 purposes requirements of the statute. 2 It also serves hospital purposes. Of 3 course, a hospital can't function without sufficient 4 staff. As mentioned, to retain and attract the 5 necessary staff for the hospital needs, it's necessary 6 to provide the housing. 7 And -- and it's important, also, to note 8 that it's a bit of a red herring to -- for the 9 Assessor to argue that there is adequate alternatives 10 to the housing provided by Norton Sound Health 11 Corporation. A number of courts have found that when 12 hospitals have housing as part of their functions, 13 services, and activities, it is not legally necessary 14 to establish that there are alternatives to that 15 housing, and those cases are cited in our material 16 and -- and includes Cedars of Lebanon and St. Joseph's 17 Hospital. 18 Staff housing facility is, by definition, 19 part of a hospital, under -- under the CMS definition. 20 And I know the Assessor disagrees with the Attorney 21 General of Alaska having a relevant view on what the 22 term "hospital" means, but we have cited that opinion 23 as well. And Cedars of Lebanon also establishes that 24 housing is part -- part of a hospital by definition. 25 And it's important, I think, again, to</p>
<p style="text-align: right;">Page 75</p> <p>1 materials that shows the payroll deduction for the 2 period during the first 30 days. 3 No rent is charged for visiting medical 4 professionals. No profit is made on the rent. It is 5 considered by federal law revenue related to the 6 exempt purposes of the hospital, which you'll see in 7 the Form 990 provided in part that identifies this as 8 related revenue. 9 And then the exhibit that we provided with 10 the financial analysis shows that the costs of 11 maintaining these properties exceeds the rental 12 revenue. 13 Per the funding agreement with IHS, at 14 Section 3.5, NSHC is required to provide staff 15 housing, and staff housing in this property is listed 16 in Exhibit B, or the appendix to that funding 17 agreement as a property specifically being utilized to 18 fulfill NSHC's obligation under the funding agreement. 19 So based on all of these factors, the 20 property meets the charitable purposes exemption, 21 because as I mentioned, it's specifically identified 22 in the funding agreement as property being used to 23 fulfill the ISDEAA obligations. And per the Fairbanks 24 vs. Henash, fulfillment of ISDEAA contracts is 25 considered by Alaska to be -- to meet the charitable</p>	<p style="text-align: right;">Page 77</p> <p>1 reiterate that the use of this property as staff 2 housing does not mean that it serves only housing 3 purposes. It serves for hospital purposes. Hospital 4 purposes are broadly defined. And the -- there are 5 many uses to which a property can be put that would -- 6 that -- that meet hospital purposes and are direct and 7 primary to the hospital purposes, and that would be 8 the case here for this 7-plex. 9 So that's all we have to say on that 10 property. 11 MAYOR HANDELAND: Thank you. 12 Can we hear from Charles? 13 MR. CACCIOLA: Yeah. Sure. So I just want 14 to point out, I don't disagree with the AG opinion. 15 The AG opinion has no relevance to this issue. 16 Beyond that -- so it's unclear to me how 17 providing medical professionals and having them pay 18 rent is a charitable purpose. And the -- no case in 19 Alaska has published -- Supreme Court case, I can't 20 speak to every case ever decided -- has found that 21 housing for medical professionals is a hospital. 22 As -- this building existed in 2011 under a 23 different ownership. I don't understand how when it 24 was acquired, it just instantly became a hospital and 25 the building stayed the same. It's a strange</p>

<p style="text-align: right;">Page 78</p> <p>1 phenomenon to me.</p> <p>2 But more to the point, Alaska Statute</p> <p>3 29.45.030(c) says, "Property described in (a)(3) or</p> <p>4 (4) of this section from which income is derived is</p> <p>5 exempt only if that income is solely from use of the</p> <p>6 property by nonprofit religious, charitable, hospital,</p> <p>7 or educational groups."</p> <p>8 That is not the use of this property. It's</p> <p>9 not how the income is being derived. Individuals are</p> <p>10 paying rent. They work for a hospital, does not make</p> <p>11 them a hospital.</p> <p>12 So because this property is used to generate</p> <p>13 revenue, it doesn't matter if it's for a profit</p> <p>14 motive, it is used from which income is derived. It</p> <p>15 can only be exempt if that income is solely from use</p> <p>16 of the property by nonprofit religious, charitable,</p> <p>17 hospital, or educational groups.</p> <p>18 The revenue that's being provided is not</p> <p>19 from any of those people, entities. It is coming from</p> <p>20 individuals as employees, which also gets to how this</p> <p>21 property is actually used. It is housing; right?</p> <p>22 Like, this isn't -- there's no medical services</p> <p>23 provided there. It's housing, the same as the people</p> <p>24 who rented from Bryant. His house is not a hospital.</p> <p>25 So the actual use of this property is by</p>	<p style="text-align: right;">Page 80</p> <p>1 of the property by nonprofit religious, charitable,</p> <p>2 hospital, or educational groups.</p> <p>3 MEMBER HENDERSON: Earlier you indicated</p> <p>4 that employees, Norton Sound employees, I assume</p> <p>5 they're on call, have to live within a close -- have</p> <p>6 to be close. Is there a requirement on how close they</p> <p>7 can be or they should be? You know, a lot of</p> <p>8 employers will have requirements. As long as you're</p> <p>9 in cell phone range and you can be called, that's</p> <p>10 fine. Is there a requirement that -- that doctors or</p> <p>11 nurses have to be within a certain distance of the</p> <p>12 hospital?</p> <p>13 MS. PEARSON: I'll defer to Angie.</p> <p>14 MS. GORN: We typically say response time is</p> <p>15 20 minutes. If you're on call -- "I've got to get to</p> <p>16 the campus within 20 minutes."</p> <p>17 MEMBER HENDERSON: Okay. So basically</p> <p>18 anywhere within Nome proper and, you know, the local</p> <p>19 subdivisions around it, (indiscernible), DOT would</p> <p>20 probably qualify for being close enough for these</p> <p>21 employees to respond within 20 minutes?</p> <p>22 MS. GORN: We don't have a lot of</p> <p>23 concerns --</p> <p>24 MEMBER HENDERSON: Okay.</p> <p>25 MS. GORN: -- around response time.</p>
<p style="text-align: right;">Page 79</p> <p>1 individuals who live there. There's nothing in the</p> <p>2 record that shows that Norton Sound employees are</p> <p>3 required to live there.</p> <p>4 Also, as my colleague pointed out, they</p> <p>5 submitted a document that governs -- it's sort of</p> <p>6 similar to a lease, and what it says is that the</p> <p>7 benefit is taxable to the employee. So that -- it's a</p> <p>8 fringe benefit. It's income taxed. It's taxed to the</p> <p>9 employee, which actually shows that the federal</p> <p>10 government seemed to believe that this is for the</p> <p>11 employee. You usually don't pay income tax for things</p> <p>12 that are for your employer.</p> <p>13 So the fact that Norton Sound is stating</p> <p>14 that their employees have to pay income tax on this</p> <p>15 benefit demonstrates that the benefit -- the use is by</p> <p>16 the employee for the employee. It's not for Norton</p> <p>17 Sound.</p> <p>18 MAYOR HANDELAND: Member Henderson, you</p> <p>19 had --</p> <p>20 MEMBER HENDERSON: Just -- are you finished?</p> <p>21 I didn't --</p> <p>22 MR. CACCIOLA: So I -- you know, I would ask</p> <p>23 the Board to find that the actual use of this property</p> <p>24 is residential use; and further, that the income that</p> <p>25 is derived from the property is not derived from use</p>	<p style="text-align: right;">Page 81</p> <p>1 MEMBER HENDERSON: So one of -- one of the</p> <p>2 things you mentioned earlier, that -- that</p> <p>3 employees -- and I assume it's all employees or maybe</p> <p>4 it's a particular class of employees -- don't pay full</p> <p>5 rent, what I would call a "full market rent." They</p> <p>6 have a subsidized rent or something. Is that rent</p> <p>7 based on a certain formula, or is it basically</p> <p>8 individual contracts, negotiations?</p> <p>9 Like, if you have -- you know, if you're</p> <p>10 renting a two-bedroom apartment, they're not paying</p> <p>11 market rents. They're paying -- you indicated earlier</p> <p>12 it was a subsidized rate.</p> <p>13 MS. PEARSON: I don't believe I did, but --</p> <p>14 but I think that -- I don't know that the market --</p> <p>15 MEMBER HENDERSON: Or less than --</p> <p>16 MS. PEARSON: -- or the rent is market rate.</p> <p>17 MS. GORN: Well, there's different</p> <p>18 categories. So if I move to Nome -- and I know he</p> <p>19 referenced, "then we tax -- we tax as a benefit," and</p> <p>20 we do, because we offer an annual employee 30 days of</p> <p>21 free housing, but we have to tax that. So that's</p> <p>22 where that comes from.</p> <p>23 MEMBER HENDERSON: It's a benefit.</p> <p>24 MS. GORN: After the first 30 days, they are</p> <p>25 required to pay the full cost of that housing, is what</p>

<p style="text-align: right;">Page 82</p> <p>1 we're charged for rent. It would be utilities, 2 everything included. And that's the incentive for 3 those employees to go find something else; otherwise, 4 everybody would rely on the housing that we have 5 available, and we don't have enough available to help 6 everybody, and there's also not a solution. 7 MEMBER HENDERSON: Great. So -- 8 MS. GORN: -- so it is, actually -- it's the 9 full cost of the rent, and that's what they're paying. 10 MEMBER HENDERSON: So if Norton Sound's 11 leasing a private unit for 2,000 a month, that 12 employee will pay that 2,000 a month -- 13 MS. GORN: That's what their charged. 14 MEMBER HENDERSON: -- as long as they're in 15 there after 30 days? 16 MS. GORN: Yes. 17 MEMBER HENDERSON: Okay. 18 MS. GORN: Yep. 19 UNIDENTIFIED SPEAKER: And you said -- you 20 earlier said that you're not required -- I don't 21 remember which specifically argument it was -- that 22 the Assessor indicated that there are adequate 23 alternatives to Norton Sound housing, own -- own 24 housing, I'm assuming. You said that's not -- that's 25 not a requirement. Or a "red herring," I think you</p>	<p style="text-align: right;">Page 84</p> <p>1 MS. PEARSON: May I just address one point 2 of mine, Mr. Cacciola? 3 The reference to Alaska Statute 4 29.35.030(c), I just differ with Mr. Cacciola's 5 construction of the statute as incorrect. Use by a 6 nonprofit is occurring here, that (c) -- 7 Subsection (c), if you look at the legislative 8 history, is intended to address situations where a 9 nonprofit, like Sisters of Charity, rents their 10 property out to another entity for their own 11 commercial use. So in this case, Sisters of Charity 12 was with private doctors, commercial use. 13 It is not meant to preclude nonprofit for 14 generating revenue from the use -- from its own use of 15 the property. And it's important to understand that 16 the Form 990 that we provided you showed that this 17 property is reported to the federal government as 18 being used by Norton Sound Health Corporation. All 19 those revenues are reported to the federal government, 20 and the federal government has determined that all of 21 those revenues are related income, meaning they are 22 related to its tax exempt purposes. 23 Alternatively, if the federal government had 24 found that those rentals are not part of its hospital 25 purposes or rental revenue, it would find that that --</p>
<p style="text-align: right;">Page 83</p> <p>1 called it. 2 MS. PEARSON: Yeah. It's not a legal 3 requirement to establish, you know, entitlement to the 4 tax exemption to show that in the case of a hospital, 5 that a hospital that provides housing in order to 6 facilitate, you know, sort of, their integrated care 7 model or to facilitate the proximity of the doctors 8 and nurses to -- to make their on-call requirements, 9 so on and so forth. 10 But it's not a requirement to show that 11 there are no other alternatives in the community, and 12 at least two cases that we cite, so -- 13 UNIDENTIFIED SPEAKER: And apparently the 14 Assessor disagrees with you on that. 15 MS. PEARSON: Yeah. Yeah. 16 UNIDENTIFIED SPEAKER: Okay. Last question. 17 Do you -- do -- do non-employees ever stay 18 in this housing that we're -- that we're talking 19 about, this unit that we're talking about? 20 MS. GORN: No. And the unit we're talking 21 about is very specific to physician assistants, nurse 22 practitioners, or physicians, and that's all you're 23 going to find in that housing. 24 UNIDENTIFIED SPEAKER: Okay. Thank you. 25 All set. Thank you.</p>	<p style="text-align: right;">Page 85</p> <p>1 it would have to be reported as unrelated business 2 income and taxed. It is not reported that way and is 3 reported as operated by Norton Sound Health as a 4 charitable nonprofit hospital. So I just wanted to 5 correct that. 6 MAYOR HANDELAND: Okay. Are there any 7 further questions? 8 UNIDENTIFIED SPEAKER: Regarding the 990s, 9 the -- has the -- historically, I think the lawyer's 10 apartment used to be rented to people outside of 11 Norton Sound, maybe when the housing wasn't as needed 12 or something. 13 The argument that it's not -- it's -- was 14 that -- it was treat- -- you're saying, was most 15 likely treated differently on the 990 as unrelated 16 income? 17 MS. PEARSON: It probably was, yeah. 18 UNIDENTIFIED SPEAKER: Okay. 19 MS. PEARSON: I don't know. But -- 20 UNIDENTIFIED SPEAKER: Yeah. 21 MS. PEARSON: -- that's -- that's 22 speculation on my part, because I don't know what 23 happened. 24 MS. GORN: When we assumed it, there were 25 some prior tenants. We -- we -- we assumed it was</p>

<p style="text-align: right;">Page 86</p> <p>1 some existing individuals --</p> <p>2 UNIDENTIFIED SPEAKER: Yeah.</p> <p>3 MS. GORN: -- and then we eventually placed</p> <p>4 our --</p> <p>5 UNIDENTIFIED SPEAKER: Oh, I see.</p> <p>6 MS. GORN: Yeah.</p> <p>7 MAYOR HANDELAND: Okay. If there's nothing</p> <p>8 further on that one there, 001.221.05A, we'll move on</p> <p>9 to --</p> <p>10 UNIDENTIFIED SPEAKER: I did have one</p> <p>11 question on this one, John.</p> <p>12 MAYOR HANDELAND: Okay.</p> <p>13 UNIDENTIFIED SPEAKER: It's --</p> <p>14 MAYOR HANDELAND: Okay.</p> <p>15 UNIDENTIFIED SPEAKER: I just wanted to make</p> <p>16 sure I understand. When -- when a new employee stays</p> <p>17 over, you know, beyond the 30 days in this particular</p> <p>18 building, what is the rent that they have to pay?</p> <p>19 MS. GORN: I need to look at --</p> <p>20 MR. PARDEE: They would be assessed -- they</p> <p>21 would be assessed a daily rate.</p> <p>22 MR. CACCIOLA: So the document Norton Sound</p> <p>23 provided says a daily rate of \$53.33, biweekly rate of</p> <p>24 \$800.</p> <p>25 UNIDENTIFIED SPEAKER: So 1,600 a month.</p>	<p style="text-align: right;">Page 88</p> <p>1 somewhere?</p> <p>2 MS. GORN: Well, if they're new to Nome, all</p> <p>3 of the employees are going to get their first 30 days,</p> <p>4 no charge. And then after -- you know, on day 31 --</p> <p>5 for this unit, we would establish a lease, so it's</p> <p>6 actually a lease between Norton Sound and the tenant,</p> <p>7 and then they make payroll deductions for their</p> <p>8 apartment space.</p> <p>9 UNIDENTIFIED SPEAKER: And I know this from</p> <p>10 your financial analysis on this particular one. It</p> <p>11 does show, without depreciation, a deposit of cash</p> <p>12 flow on the -- on the rental schedule, that it's</p> <p>13 not -- like most rental properties, they have deposit</p> <p>14 of cash flows, and then you've got depreciation, it</p> <p>15 ends up being negative.</p> <p>16 You know, where you said -- it was -- its --</p> <p>17 its expenses paid by the corporation, but in reality,</p> <p>18 I don't know how that originally was paid, with a</p> <p>19 grant or with other unrestricted funds when you first</p> <p>20 bought it back in 2011. But without depreciation as a</p> <p>21 positive cash flow entity, basically, just like what</p> <p>22 most people who are in the business of renting would</p> <p>23 hope -- hope to have in their -- in their -- in their</p> <p>24 rents.</p> <p>25 Just a statement. Not necessarily a</p>
<p style="text-align: right;">Page 87</p> <p>1 Okay. Thanks.</p> <p>2 MR. CACCIOLA: It's 1,733 a month, actually.</p> <p>3 UNIDENTIFIED SPEAKER: Give or take.</p> <p>4 UNIDENTIFIED SPEAKER: You're overlapping</p> <p>5 pay periods there, Charles.</p> <p>6 MR. PARDEE: And one thing I -- one thing I</p> <p>7 want to point out is that -- that rate would differ by</p> <p>8 unit, by size of the unit.</p> <p>9 UNIDENTIFIED SPEAKER: Okay. Thanks, Dan.</p> <p>10 UNIDENTIFIED SPEAKER: Just out of</p> <p>11 curiosity, are the -- you noted in there about the</p> <p>12 employees having that added to their wages for their</p> <p>13 W- -- taxable wages. Are -- you also mentioned</p> <p>14 doctors stay there free of charge? No? Doctors pay?</p> <p>15 MS. GORN: No. That unit -- I don't -- I</p> <p>16 don't think -- I don't know how many units are</p> <p>17 currently rented. We'd have to -- I'd have to get</p> <p>18 that information. But that unit, we place employees.</p> <p>19 So --</p> <p>20 UNIDENTIFIED SPEAKER: Employee --</p> <p>21 employee --</p> <p>22 MS. GORN: -- not a transient kind of</p> <p>23 contractor.</p> <p>24 UNIDENTIFIED SPEAKER: Employees that are</p> <p>25 transitional that are maybe needed in 30 days to stay</p>	<p style="text-align: right;">Page 89</p> <p>1 question.</p> <p>2 MAYOR HANDELAND: Okay. Brooks was</p> <p>3 satisfied. Wendy and Charles are satisfied?</p> <p>4 MR. CACCIOLA: Yes.</p> <p>5 MAYOR HANDELAND: Okay. Let's move on,</p> <p>6 then. The next one is at page 460, and this is</p> <p>7 property 192.1.085, with a land value of 192.3 in a</p> <p>8 building of 4.5, and change, million.</p> <p>9 So I'll hear from you on that one.</p> <p>10 MS. PEARSON: Sure. Yep. Okay. So this is</p> <p>11 the 20-plex, so newly acquired. So this was not at</p> <p>12 issue in 2022. So same -- same sort of thing as</p> <p>13 with -- same arguments as -- effectively, as well as</p> <p>14 the 7-plex; you know, staff housing. Same sort of</p> <p>15 30-day -- 30 days -- first 30 days provided as a</p> <p>16 (indiscernible), and then rent paid after.</p> <p>17 I'm going to emphasize -- you know, the same</p> <p>18 with this, the same as with the 7-plex, this is a</p> <p>19 necessary incentive to attract the staff needed to</p> <p>20 operate the hospital. It's a significant retention</p> <p>21 factor, and as exhibited by the contracts that we've</p> <p>22 provided, the AB Staffing also.</p> <p>23 And also -- and this one, we also provided</p> <p>24 the new hire corporate housing responsibility</p> <p>25 document. Same thing. We've -- it's a corporate</p>

<p style="text-align: right;">Page 90</p> <p>1 housing analysis. It shows that it's a net loss, 2 including depreciation, of course. 3 And so the same -- the same basis for 4 charitable and hospital purpose exemptions as applied 5 to the 7-plex, applied here as well, and the same 6 federal law, preemption and sovereign immunity 7 arguments apply here. 8 MAYOR HANDELAND: Thank you. 9 MR. CACCIOLA: I would comment as -- as 10 Ms. Pearson said, largely the same as the 7-plex, or 11 three times the same. 12 So instantly, you know, as was pointed out, 13 you know, without depreciation, it does show that they 14 turned a \$90,000 profit. And then if you actually 15 exclude property tax, which in their operating cost is 16 specified as 56,492, that then turns into a profit of 17 75,492. 18 Again, to reiterate, you know, it's in the 19 materials that prior to Norton Sound acquiring this in 20 December 2022, they rented 18 of the 20 units. 21 What's changed other than who holds the 22 title? I don't know how you record a deed, a 20-plex 23 turns into a hospital. It's like they didn't pay 24 attention enough in catechism for how 25 transubstantiation works.</p>	<p style="text-align: right;">Page 92</p> <p>1 you know, it's certainly a good business decision. 2 You know, there was a lot -- there's a lot of money 3 paid for, you know, third-party rentals. And so it's 4 a good business decision not to have to pay that much 5 to lower costs and paying just for the -- your income 6 and revenue into the provision of medical care. 7 So -- so in that way, the 20-plex was 8 important also, to reduce operating costs and carrying 9 costs, and its proximity. And, as mentioned, from -- 10 from Norton Sound healthcare -- Health Corporation's 11 point of view, there is insufficient adequate housing 12 in the Nome area. 13 So taking all those together, that's -- it's 14 important for it to achieve its hospital purposes with 15 that property. 16 UNIDENTIFIED SPEAKER: Thanks. 17 MS. PEARSON: And I'll just say one more 18 thing, that the funding agreement also states that 19 staff housing is required to be provided, legally 20 required to be provided. 21 UNIDENTIFIED SPEAKER: But not necessarily 22 owned by the hospital, but provided? 23 MS. PEARSON: Provided. 24 UNIDENTIFIED SPEAKER: Okay. 25 UNIDENTIFIED SPEAKER: I'll agree with</p>
<p style="text-align: right;">Page 91</p> <p>1 That's it. 2 MAYOR HANDELAND: Okay. I think we can -- 3 UNIDENTIFIED SPEAKER: I was just going to 4 ask, you indicated that this -- this 20-plex is 5 necessary to attract employees. And from that, I -- I 6 guess the inference is that there's not other 7 available -- I mean, it's on the market in Nome to 8 satisfy that need. Is that what you meant? 9 MS. PEARSON: Well, certainly, that can be 10 part of it, but there's other factors. It's the 11 proximity and the convenience to meet your, you know, 12 on-call requirements and obligations. And, you know, 13 it's, you know, attracting the talent needed from 14 outside the Nome area. It's -- it's an important -- 15 it's an important incentive. 16 UNIDENTIFIED SPEAKER: Of that particular 17 unit, not necessarily other -- my question was really 18 centered around, you know, are there other 19 alternatives in Nome to satisfy that need, the housing 20 need to attract the employees? You indicated you 21 needed this 20-plex, or at least that's what I 22 inferred from your statement. 23 MS. PEARSON: Right. And, you know, it's 24 probably -- and -- and, you know, I believe in our 25 materials, or in the application, it's stated that,</p>	<p style="text-align: right;">Page 93</p> <p>1 your -- the business part of your argument. I thought 2 that was probably a good business decision, you know, 3 compared to paying rent. But the argument that it 4 provided more housing isn't really -- doesn't hold 5 water because they already had 18 of the 20 units. So 6 they already were provided, were given that -- already 7 held that housing in place; it's just that they 8 chose -- in that case, the owner of the property 9 rented out, collected rents, paid property taxes on 10 other things, whatever. 11 So -- so really it's just a change of 12 ownership from the private owner to Norton Sound for a 13 business decision by Norton Sound, which I agree is 14 wise, so that you can free up more money to maybe 15 provide other healthcare, and it, maybe, will 16 hopefully cost the hospital less than what they're 17 paying in rent. 18 But I'm not -- I don't know if I'm -- I 19 can't see the argument about providing more housing 20 because they already held the housing. You know what 21 I'm saying? 22 MS. PEARSON: I know what you're saying. 23 UNIDENTIFIED SPEAKER: Yeah. So, anyway, 24 I'm just trying to get around that and get around that 25 idea, what makes it exempt. You know, I see the</p>

<p style="text-align: right;">Page 94</p> <p>1 exemption thing part as a federal thing, which the 2 argument is, and the other is the exempt purpose of it 3 being a hospital-providing facility, basically, or a 4 health-providing facility because of the housing need. 5 MS. PEARSON: Right. 6 UNIDENTIFIED SPEAKER: Okay. 7 MS. PEARSON: All right. And I -- and I 8 think it's important, again, to -- to make -- to look 9 at both foundations for exemption, charitable and 10 hospital. And it's pretty clear from Alaska law point 11 of view that fulfilling the ISDEAA, which is -- 12 includes providing staff housing, is a charitable 13 purpose. 14 UNIDENTIFIED SPEAKER: If you don't mind, I 15 have a follow-up question on works. 16 When -- when Norton Sound bought the 17 20-plex, you had a total of 18 units, doctors, nurses, 18 employees in there, and I'm assuming a lot of the 19 folks that were in there while you were renting the 20 building stayed there after you purchased the 21 building; correct? I would assume -- 22 MS. GORN: Just -- 23 UNIDENTIFIED SPEAKER: -- a couple. 24 MS. GORN: Dan can tell me if I'm wrong, but 25 I believe there was two tenants remained, and I think</p>	<p style="text-align: right;">Page 96</p> <p>1 paying the same rent that they did the previous -- you 2 know, I think we bought it in mid-December. So 3 whatever their rental agreements were for, you know, 4 November, December, we (indiscernible) those going 5 forward. 6 MAYOR HANDELAND: Okay. 7 MS. GORN: Can I make one more statement? 8 MAYOR HANDELAND: Sure. 9 MS. GORN: The -- when we purchased the 10 building, it also came with prepared utilities and the 11 set of plans to -- to build another building that 12 year, the existing one. So the plan is to add 13 additional housing. So we will be adding, and that's 14 our goal, is to be able to provide more housing with 15 that purchase. 16 MAYOR HANDELAND: Okay. Thank you. 17 We will move on, then, to page 707, and this 18 is Tax Lot 001.115.01. 19 MS. PEARSON: Okay. This is referred to as 20 Kusqii. Same -- same uses for this property as were 21 in 2022. This property has a deed for -- 22 MR. PARDEE: Hold on. Wendy -- 23 MS. PEARSON: Yeah. 24 MR. PARDEE: Wendy -- Wendy -- 25 MS. PEARSON: Yeah.</p>
<p style="text-align: right;">Page 95</p> <p>1 we're down to just one as non-Norton Sound employed. 2 UNIDENTIFIED SPEAKER: No. I -- I meant, 3 did Norton Sound -- the question I was going to ask 4 is: Did the rent -- you indicated earlier that 5 basically when you're renting -- you're renting 6 properties for housing, you're basically, in 30 days, 7 passing off the full cost of that housing to your 8 employees. 9 And my question is: Once you purchased the 10 building, did the rents charged to your employees 11 change? 12 MS. GORN: Oh, Dan, did you hear that 13 question? 14 MR. PARDEE: Yes. Sir -- yes, I did. This 15 is Dan. 16 No. We kept the same structure that was in 17 place prior to us buying it. 18 UNIDENTIFIED SPEAKER: Okay. So -- so 19 employees are still paying the same rents or out of 20 their paychecks or whatnot as before when you rented 21 the building; is that correct? 22 MR. PARDEE: That's correct. 23 UNIDENTIFIED SPEAKER: Okay. Thanks. 24 MR. PARDEE: Those will come up for 25 increases down the road. But as of now, they're</p>	<p style="text-align: right;">Page 97</p> <p>1 MR. PARDEE: Hold on. 2 You read the wrong lot number. 3 MS. PEARSON: Oh, okay. 4 MR. PARDEE: The Kusqii House should be 5 001.131.01A. 6 MAYOR HANDELAND: You skipped -- oh, did I 7 skip 571? I had it in my hand and checked it off. 8 Okay. Sorry. 9 MS. PEARSON: Sorry. Are we on -- 10 MAYOR HANDELAND: Okay. So -- 11 MS. PEARSON: -- 01A? 12 MAYOR HANDELAND: Correction. I thank you. 13 001.131.051 (sic), and we're actually at page 571. 14 MS. PEARSON: Wait. 05? 15 MAYOR HANDELAND: It's page -- 16 MR. CACCIOLA: What item are we on? 17 MAYOR HANDELAND: Page 571. 18 UNIDENTIFIED SPEAKER: Item H. 19 MAYOR HANDELAND: Item H. 001.131.01A. 20 MS. PEARSON: 01A. Okay. Okay. So we are 21 at Kusqii; right? 22 MAYOR HANDELAND: Yep. 23 MS. PEARSON: Okay. Okay. Good. All 24 right. This property was deeded to Norton Sound 25 Health from the federal government and has a covenant,</p>

<p style="text-align: right;">Page 98</p> <p>1 restrictive covenant running with the land to -- that 2 it has to be used only for health purposes. That 3 covenant has not been found to be in violation. 4 This is use for housing and training for 5 village-based clinic employees, including doctors, 6 nurses, health aides, EMTs. We provided the exhibit 7 that identifies the housing list of employees. 8 Pursuant to the funding agreement, it's 9 Section 3.2.10, this fulfills Norton Sound's ob- -- 10 contractual obligation to provide services and 11 training of village health aides. And also at 3.2.16, 12 so the funding agreement fulfills its obligation for 13 training NSHC employees and beneficiaries. We have 14 provided an exhibit that shows a training schedule, 15 which establishes that training actually occurs at 16 this location. 17 This -- the use of this property is also 18 required to conduct Indian Health Services, Community 19 Health Aide Program, CHAP, and that's at -- in its 20 funding agreement Section 3.4. 21 This property occasionally houses contract 22 labor, and you'll see the exhibit for AB Staffing. 23 It's required to -- as a condition for their 24 employment. 25 Again, without this -- this housing and</p>	<p style="text-align: right;">Page 100</p> <p>1 MAYOR HANDELAND: Thank you. 2 Charles? 3 MR. CACCIOLA: Just confirming, because I -- 4 I think I made a mistake here. 5 Training does actually occur? Or I -- I 6 thought it was just housing and that they trained 7 elsewhere. But it does actually occur at the house? 8 MS. PEARSON: Mm-hmm. 9 MR. CACCIOLA: Fair enough. I don't think 10 it changes anything, but good to know. 11 You know, it's certainly not used solely for 12 training. It's used for housing. The housing is the 13 direct and primary use. Again, the actual use is 14 housing. It's not a hospital. It's not charitable. 15 The use is housing for employees for contract 16 personnel, some of the lists of persons says 17 "traveler." If that's, like, a traveling nurse or 18 something, uncertain. 19 But, you know, it fails to meet the 20 requirements of charitable use. There's no public 21 benefit, you know, occurring on this property. And 22 this gets back to the point I rose initially, which is 23 the idea isn't how it benefits Norton Sound generally, 24 which they said they're not arguing. 25 So what is the actual use on this property?</p>
<p style="text-align: right;">Page 99</p> <p>1 training location, Norton Sound couldn't accomplish 2 its charitable and hospital purposes, that it's 3 required to train these village health services 4 providers, and also to provide staff housing, as we 5 indicated. 6 No rent is collected at this location. 7 You'll see an exhibit with a clipart analysis that 8 identifies that. 9 As to use for housing, it's the same legal 10 reasoning as with the 7-plex and the 20-plex, that it 11 means the charitable and hospital purposes for staff 12 housing. 13 As to its use with training, importantly, I 14 want to point out that the bylaws for Norton Sound 15 Health identify training of healing arts personnel, as 16 specifically one of the purposes for which it received 17 its exempt status by the federal government under 18 501(c)(3). 19 So that, by definition, then, it means it's 20 direct and primary to its hospital purposes, and 21 training is required to fulfill its ISDEAA obligations 22 which makes it -- makes the utilization of the 23 property consistent with the charitable purposes 24 requirement of Alaska law. And then the same federal 25 law protections apply to this property.</p>	<p style="text-align: right;">Page 101</p> <p>1 It's housing. That's not charitable, and it's not 2 hospital use. 3 UNIDENTIFIED SPEAKER: Can I -- can I follow 4 up on that -- 5 MR. CACCIOLA: Yeah. 6 UNIDENTIFIED SPEAKER: -- question? 7 What is -- I'm familiar with this particular 8 property because my wife used to work for Norton Sound 9 for 15 years and worked at the Kusqii House when it 10 used to be under a different function than what it 11 presently is, it sounds like. And so I've been in 12 that property. I'm familiar with it. 13 Does it -- is there training -- is it used 14 as a training facility, or is it used to house 15 training, people that are -- 16 MS. GORN: I'd say -- 17 UNIDENTIFIED SPEAKER: -- coming in for 18 training? 19 MS. GORN: -- house -- housing. 20 UNIDENTIFIED SPEAKER: Housing. 21 MS. GORN: Housing -- 22 UNIDENTIFIED SPEAKER: Okay. All right. 23 MS. GORN: -- or training, con- -- 24 contractors. 25 UNIDENTIFIED SPEAKER: Yes. Okay.</p>

<p style="text-align: right;">Page 102</p> <p>1 MS. GORN: Specialists that come up to 2 provide training, not only for us, but also for the 3 City of Nome. 4 UNIDENTIFIED SPEAKER: Okay. 5 MS. GORN: To the ambulance service. 6 But, Dan, correct me if I'm wrong. On the 7 application, it also states that training occurs 8 there. 9 MR. PARDEE: No. It was -- we -- we 10 compiled the list of -- we submitted a list of the 11 employees that would come in by quarter from the 12 villages, and then provide the -- the calendar in 13 which what trainings they were attending. 14 MS. GORN: Okay. 15 MR. PARDEE: But those trainings were 16 occurring up at the -- up at the Wellness Center. 17 MS. GORN: Okay. Well, then I need to 18 correct my statement. So it's housing for trainings. 19 UNIDENTIFIED SPEAKER: Just to clarify. 20 Yeah. 21 MS. GORN: Yes. 22 UNIDENTIFIED SPEAKER: Okay. Thank you. 23 MS. GORN: Yeah. Yeah. Thank you. Yeah. 24 MS. PEARSON: And I just wanted to say, I 25 don't -- I don't want, you know, counsel's statement</p>	<p style="text-align: right;">Page 104</p> <p>1 is actually used, not how that provides a benefit to 2 the owner. 3 Once again, in Sisters of Providence vs. 4 Municipality of Alaska, 672 P.2d 446, the Alaska 5 Supreme Court explicitly rejected the owner's use 6 test. 7 MS. PEARSON: And I think that's consistent 8 with what I wanted to emphasize in the very beginning, 9 which is not the use; it's the purposes. It is used 10 for the owner's purposes, which are charitable and 11 hospital purposes. 12 MR. CACCIOLA: Which has no basis in Alaska 13 law. 14 MS. PEARSON: Fairbanks North Star vs. 15 Henash. 16 MR. CACCIOLA: I believe you'll find that 17 what they're talking about there is income, because 18 that testifies when you have an income-generating 19 activity. 20 MS. PEARSON: Not exclusively. That's not 21 how the case is. But the case establishes that one -- 22 the -- the test is not charitable use, that it's 23 charitable purposes, and that -- would it be improper 24 to conflate the two. 25 And I think it's important to also go back</p>
<p style="text-align: right;">Page 103</p> <p>1 about -- to be misconstrued when he says the 2 hospital's not using it for its benefit. What -- what 3 precisely the hospital is doing is using it for its 4 own purposes is the test. And the test is not whether 5 it's using it for its benefit; it's using it for -- 6 using the property for its own purposes, for its own 7 charitable purposes and its own hospital purposes. 8 UNIDENTIFIED SPEAKER: Is -- is rent charged 9 to people when they stay at this particular facility? 10 MS. GORN: I don't believe it is. 11 Dan, can you confirm that? I don't think we 12 charge any rent at that facility, because that's 13 not -- 14 MR. PARDEE: No. Based on the con- -- based 15 on the conveyance of that property to Norton Sound, we 16 were barred from collecting any rents. So, no, no 17 revenues generated. 18 MR. CACCIOLA: If I can respond to that. 19 So that's not the test. The test is the 20 actual use. The Court has -- the Alaska Supreme Court 21 has explicitly rejected the owner's use. When the 22 owner's use is -- no, it's actually occurring on the 23 property, but how they want to benefit from that use, 24 and that's precisely what Norton Sound is arguing. 25 And it's not the test. The test is how the property</p>	<p style="text-align: right;">Page 105</p> <p>1 to the legislative history. Again, we've cited that 2 legislative history. If you look at the framers of 3 the constitutional exemptions, the key is to focus on 4 how the property -- whether the property is used for 5 the organization's own purposes, or whether they 6 rented out to some third party and made money off 7 of -- off of third parties' commercial use of that 8 property. 9 If it is used for its own purposes and is 10 consistent with its charitable purposes or hospital 11 purposes, then it is exempt. So I -- I just differ 12 with counsel's interpretation. 13 MAYOR HANDELAND: Okay. Pages 571 to 706, 14 we're now done with. And 707 starts with 001.115.01, 15 which looks like it must be the hospital, huh? 16 MS. PEARSON: Wait. 17 MR. CACCIOLA: Operations Building. 18 MAYOR HANDELAND: Oh, Operations Building. 19 MR. CACCIOLA: Wellness Center. 20 MAYOR HANDELAND: Am I missing one again 21 here? 22 MS. PEARSON: Are we on -- 23 MAYOR HANDELAND: No. We're on I. 24 MS. PEARSON: Lot 1A? 116 Lot 1A? 25 MR. CACCIOLA: That's what I have.</p>

<p style="text-align: right;">Page 106</p> <p>1 MAYOR HANDELAND: Yep.</p> <p>2 MS. PEARSON: Okay.</p> <p>3 MR. CACCIOLA: Is that the --</p> <p>4 MS. PEARSON: All right.</p> <p>5 MR. CACCIOLA: -- Operations Center?</p> <p>6 MS. PEARSON: Yep.</p> <p>7 MAYOR HANDELAND: Okay.</p> <p>8 MS. PEARSON: So this property has three</p> <p>9 buildings referred to as Ops -- Operations, Wellness,</p> <p>10 and the patient hospital.</p> <p>11 So then I take them -- first, the patient</p> <p>12 hospital --</p> <p>13 MAYOR HANDELAND: Hospital or hostel?</p> <p>14 MS. PEARSON: Hostel. Sorry. Thank you for</p> <p>15 correcting me. Patient Hostel.</p> <p>16 A significant portion of this property was</p> <p>17 exempt in 2022, and it has effectively the same uses</p> <p>18 as in 2022. It houses patients of the hospital who</p> <p>19 are being provided care, and those patients come from</p> <p>20 within the 44,000-square mile service area that Norton</p> <p>21 Sound serves.</p> <p>22 There are two wings. We've provided a</p> <p>23 blueprint. The east wing is pre- -- starkly been</p> <p>24 pre-admission for maternity patients and has since</p> <p>25 been serving as a COVID-19 isolation area. The west</p>	<p style="text-align: right;">Page 108</p> <p>1 property.</p> <p>2 I'll just go through all three, and then --</p> <p>3 the -- the other building is wellness. This was tax</p> <p>4 exempt -- fully tax exempt in 2022, and the uses are</p> <p>5 the same. Wellness provides behavioral health</p> <p>6 services, a day shelter and sober -- sobering</p> <p>7 services, EMT training. It's part of the hospital</p> <p>8 license for continuum of care services.</p> <p>9 The funding agreement with IHS at 3.3</p> <p>10 provides -- requires Norton Sound to provide</p> <p>11 behavioral health services, and that's what the</p> <p>12 functions and services of this property are for.</p> <p>13 And in terms of the exempt analysis, this is</p> <p>14 required to fulfill its ISDEAA obligations. And, of</p> <p>15 course, the provision of behavioral healthcare meets</p> <p>16 even the Assessor's, you know, definition of what</p> <p>17 constitutes a hospital, as there's direct provision of</p> <p>18 care to patients occurring here. The federal</p> <p>19 protections are the same.</p> <p>20 And then, finally, the central services are</p> <p>21 the Ops Building. This was tax exempt in 2022. The</p> <p>22 same uses in 2023, with the exception that COVID</p> <p>23 testing is no longer occurring at this location. This</p> <p>24 is where maintenance, sanitation, and corporate staff</p> <p>25 are located.</p>
<p style="text-align: right;">Page 107</p> <p>1 wing is for general pre-admission patients.</p> <p>2 The hostel serves both pre- and post-patient</p> <p>3 support, so pre- and post-admission support.</p> <p>4 There's -- it serves medical, diet, and other, you</p> <p>5 know, medically related support incident to care.</p> <p>6 This is part of the integrated care model, if you</p> <p>7 will. It's proximity to the hospital is a key</p> <p>8 attribute for access between the physician and the</p> <p>9 patients.</p> <p>10 The average stay is two to three days. The</p> <p>11 funding agreement with IHS, Section 3.2.14 requires</p> <p>12 Norton Sound to provide lodging for patients, family</p> <p>13 members of patients and their escorts, includ- -- and</p> <p>14 specifically identifies this property, the patient</p> <p>15 hospital, as being utilized to fulfill the ISDEAA</p> <p>16 contract requirements.</p> <p>17 In terms of the exemption analysis, it's</p> <p>18 meeting its charitable purposes because it's being</p> <p>19 utilized to fulfill its ISDEAA obligations pursuant to</p> <p>20 the Fairbanks vs. Henash case.</p> <p>21 And as I mentioned, care of patients is</p> <p>22 integrated with their -- their housing in both pre-</p> <p>23 and post-admission support, and, thus, its direct and</p> <p>24 primary purpose is for hospital purposes. And the</p> <p>25 federal law protections are the same for this</p>	<p style="text-align: right;">Page 109</p> <p>1 Of course, all of this administration is</p> <p>2 necessary to effectuate the delivery of care. Without</p> <p>3 administration, a hospital could not operate, without</p> <p>4 maintenance and sanitation as well.</p> <p>5 And pursuant to the funding agreement,</p> <p>6 Section 3.5, Norton Sound is required to provide</p> <p>7 support to meet its obligations under the ISDEAA</p> <p>8 contract.</p> <p>9 In terms of the exemption analysis, as I</p> <p>10 stated, if you don't have operational infrastructure,</p> <p>11 then you can't function for hospital purposes. A</p> <p>12 hospital, by definition, from a federal public health</p> <p>13 prove by CMS and other authorities is -- is the</p> <p>14 hospital, by definition.</p> <p>15 And these administrative and support</p> <p>16 functions have no other purpose other than hospital</p> <p>17 purposes. And its charitable purposes are met by</p> <p>18 meeting the ISDEAA obligations. And the federal law</p> <p>19 protections are the same for this building.</p> <p>20 So that's for this property.</p> <p>21 MAYOR HANDELAND: Thank you.</p> <p>22 Charles.</p> <p>23 MR. CACCIOLA: Sure. So, once again, I want</p> <p>24 to point out that the Alaska Supreme Court has</p> <p>25 explicitly rejected construing as a hospital that,</p>

<p style="text-align: right;">Page 110</p> <p>1 quote, which is "reasonably necessary for the 2 fulfillment of the generally recognized functions of a 3 completely modern hospital." That alone does not 4 constitute a hospital property. 5 The Alaska Supreme Court rejected that, and 6 Norton Sound said they weren't arguing that. And to 7 be (indiscernible) not, they're just instead using a 8 federal definition that has the same effect. I don't 9 think that that changes the law of Alaska. 10 The Alaska Supreme Court has said that just 11 because a facility is reasonably necessary for the 12 fulfillment of the generally recognized functions of a 13 completely modern hospital, does not make it a 14 hospital. 15 This is not a hospital. Certainly, the 16 operations center is not a hospital. So the question, 17 then, is: Is this vitally necessary to the exempt use 18 of other property? And the applicant has the burden 19 of proving that, and it has not done so. 20 While there are components of this that may 21 be, arguably, a hospital -- or, honestly, I don't 22 think they are, but there's a strong argument some 23 components of it are charitable use. There's 24 insufficient information to spatially partition those 25 areas from the remainder.</p>	<p style="text-align: right;">Page 112</p> <p>1 MS. PEARSON: Not to our knowledge. The 2 uses are the same. And we were not given a basis for 3 not exempting them, and -- nor asked any questions 4 about apportionment or anything of that sort. 5 UNIDENTIFIED SPEAKER: Maybe Bryant can 6 answer that. They were exempt in 2022, and they're 7 not exempt in 2023. I'm just -- I'm trying to 8 understand why. 9 MR. HAMMOND: My understanding is that 10 the -- coming out of COVID, and no -- no details for 11 spatial apportionment. 12 UNIDENTIFIED SPEAKER: So the fact that the 13 operations center was used as the COVID testing center 14 gave it a different purpose of hospital services? 15 MR. HAMMOND: In mile-a-minute 16 understanding, yes. 17 UNIDENTIFIED SPEAKER: Yeah. And -- and the 18 fact that it's no longer used that way, it becomes 19 just an operations center. But because it's part of 20 a -- on one lot, that -- that makes all of the rest of 21 the property not tax exempt as well, or... 22 MR. HAMMOND: We need specific information 23 about the uses in each building and by square footage 24 to be able to spatially appoint apportion. 25 UNIDENTIFIED SPEAKER: Which -- which you</p>
<p style="text-align: right;">Page 111</p> <p>1 And briefly about contractual obligations, 2 under the entity's contractual obligations. In the 3 Henash case, the Alaska Supreme Court did not rule 4 that anything done in this context is charitable. 5 What it actually said is, "We conclude that TCC's 6 activities in satisfying its Self-Determination Act 7 contracts with the government are motivated by 8 purposes that a property characterized as charitable." 9 That does not necessarily mean that any other 10 entities' activities are also charitable. 11 UNIDENTIFIED SPEAKER: So just for 12 clarification, these three buildings are all in one 13 taxable property; right? And that's why they're kind 14 of all shown together? 15 MS. PEARSON: Mm-hmm. 16 UNIDENTIFIED SPEAKER: And it says that they 17 were tax exempt in 2022, or deemed to be tax exempt in 18 2022? 19 MS. PEARSON: Correct. Ops was entirely. 20 Wellness was entirely. And the patient hospital, 21 significantly, but not entirely. 22 UNIDENTIFIED SPEAKER: So I guess my 23 question is: What changed to 2023 that they're not 24 exempt? I mean, what -- what's -- there must be a 25 reason for change.</p>	<p style="text-align: right;">Page 113</p> <p>1 didn't receive. Is that what you're saying? 2 MS. PEARSON: May I just follow up on that? 3 There was no request for any spatial 4 information about these buildings. So we would have 5 gladly provided it. 6 MAYOR HANDELAND: I guess it's standard that 7 it's been provided every year in the past, and -- I 8 don't know. Do we ask for it every year, or do they 9 just give it to us? 10 UNIDENTIFIED SPEAKER: We discussed it in 11 2022, and I can't say at the moment whether or not it 12 was provided. I have not been able to locate those 13 documents. 14 MAYOR HANDELAND: Okay. Well, maybe this 15 was settled, but for future reference, please provide 16 that. 17 UNIDENTIFIED SPEAKER: And also, for 18 clarification, when you have a -- these are all in one 19 tax lot property. Can -- can -- 20 MAYOR HANDELAND: At the request of Norton 21 Sound Health Corporation, it was -- all of the lot 22 lines were extinguished, and it was made one lot. 23 UNIDENTIFIED SPEAKER: Was it previously 24 several lots? 25 MAYOR HANDELAND: Yes.</p>

<p style="text-align: right;">Page 114</p> <p>1 UNIDENTIFIED SPEAKER: Okay. So -- so -- so</p> <p>2 if you have -- so if you have different use -- like,</p> <p>3 three buildings with different uses on one property,</p> <p>4 can you exempt one -- one building and not exempt the</p> <p>5 other buildings?</p> <p>6 MR. CACCIOLA: Yeah.</p> <p>7 UNIDENTIFIED SPEAKER: Yes.</p> <p>8 UNIDENTIFIED SPEAKER: Oh, okay.</p> <p>9 MS. PEARSON: May I just -- just for</p> <p>10 clarification, the wellness building, which provides</p> <p>11 behavioral services, what apportionment information --</p> <p>12 I mean, what would be the basis for not exempting it,</p> <p>13 and what apportionment information would you expect?</p> <p>14 MAYOR HANDELAND: I think we're getting into</p> <p>15 the nitty-gritty at this point in time. I mean,</p> <p>16 the -- if that's 100 percent -- I mean, if -- if the</p> <p>17 purposes that you state are 100 percent, we wouldn't</p> <p>18 need it, I mean, if you've laid down the programs, I</p> <p>19 would think. But, I mean, if -- if you have a --</p> <p>20 yeah. I don't know. What -- whatever -- whatever</p> <p>21 they need to do their job.</p> <p>22 MR. PARDEE: This -- this is Dan.</p> <p>23 MAYOR HANDELAND: Hi, Dan.</p> <p>24 MR. PARDEE: I filled out the exemption</p> <p>25 request in 2022 and 2023.</p>	<p style="text-align: right;">Page 116</p> <p>1 UNIDENTIFIED SPEAKER: Right. But it sounds</p> <p>2 like the City of Nome is saying that it is taxable</p> <p>3 this year, and I'm -- and I think we need to</p> <p>4 understand why it is taxable this year.</p> <p>5 UNIDENTIFIED SPEAKER: I think that -- so</p> <p>6 I've not made a specific determination as to the</p> <p>7 Wellness Center, because I determined that there are</p> <p>8 portions of the property are not exempt, and there is</p> <p>9 no information that enables us to spatially apportion</p> <p>10 the -- those portions of the property that are used</p> <p>11 for exempt purposes from those that are not.</p> <p>12 And because there's not sufficient --</p> <p>13 UNIDENTIFIED SPEAKER: So --</p> <p>14 UNIDENTIFIED SPEAKER: -- information to</p> <p>15 make that determination, I do not make a further</p> <p>16 determination as to whether the Wellness Center</p> <p>17 specifically qualifies for exemption. Because, again,</p> <p>18 without knowing what portion of the property, or</p> <p>19 specifically the value that is used for non-exempt</p> <p>20 purposes, is no longer feasible to make that</p> <p>21 calculation.</p> <p>22 UNIDENTIFIED SPEAKER: Question regarding --</p> <p>23 UNIDENTIFIED SPEAKER: Are you -- are you</p> <p>24 saying that a portion of the wellness building is used</p> <p>25 for non-exempt purposes, or -- or are you saying that</p>
<p style="text-align: right;">Page 115</p> <p>1 MAYOR HANDELAND: Okay.</p> <p>2 MR. PARDEE: For behavioral -- for this</p> <p>3 piece of property that has the hostel, wellness and</p> <p>4 training center and Nome Ops, it's the duplicate</p> <p>5 information from 2022 supplied for 2023 with a</p> <p>6 notation that the Nome operations center was no longer</p> <p>7 performing COVID testing. So I don't know what Bryant</p> <p>8 is insinuating further he would need.</p> <p>9 MAYOR HANDELAND: I guess, each -- each</p> <p>10 application each year is a new one. So we would not</p> <p>11 necessarily -- if there was not information provided</p> <p>12 with the 2023 application, I don't think normally we</p> <p>13 go back, that a new application is complete.</p> <p>14 But let's -- let's not -- we -- we can</p> <p>15 figure that one out. That's an administrative issue.</p> <p>16 UNIDENTIFIED SPEAKER: I have some questions</p> <p>17 here. I have some questions here, John.</p> <p>18 MAYOR HANDELAND: Yes.</p> <p>19 UNIDENTIFIED SPEAKER: I'm trying to</p> <p>20 understand. Is it the City of Nome's position that</p> <p>21 the wellness building is taxable?</p> <p>22 MAYOR HANDELAND: It was not taxable --</p> <p>23 UNIDENTIFIED SPEAKER: -- and if so --</p> <p>24 MAYOR HANDELAND: -- last year.</p> <p>25 UNIDENTIFIED SPEAKER: In 2023.</p>	<p style="text-align: right;">Page 117</p> <p>1 the wellness building is a portion of the entire</p> <p>2 property?</p> <p>3 UNIDENTIFIED SPEAKER: That's correct. Yes.</p> <p>4 There is one -- treated as one tax lot, one property</p> <p>5 that has three separate buildings on it. One building</p> <p>6 is a hostel. The other is the Wellness Center. And</p> <p>7 the third is the maintenance, sanitations, and</p> <p>8 corporate housing office, or the operations center.</p> <p>9 All are on one parcel, and all are, for tax purposes,</p> <p>10 treated as one property.</p> <p>11 UNIDENTIFIED SPEAKER: I don't have the --</p> <p>12 the exemption -- the assessment form, but did the</p> <p>13 Assessor lump the value of all three buildings</p> <p>14 together and come up with one figure, or did the</p> <p>15 Assessor provide a separate valuation for each</p> <p>16 building?</p> <p>17 MAYOR HANDELAND: So it's page 713 of the</p> <p>18 packet, and it's all lumped together.</p> <p>19 UNIDENTIFIED SPEAKER: Okay. So if the --</p> <p>20 if the Board of Equalization was going to do an</p> <p>21 exercise on spatial apportionment, they would have to</p> <p>22 have information about the relative value or the</p> <p>23 relative square footage of each of the three</p> <p>24 structures in the record. Is that -- is that in the</p> <p>25 record now or not?</p>

<p style="text-align: right;">Page 118</p> <p>1 UNIDENTIFIED SPEAKER: I've been unable to 2 locate it in the record. 3 MAYOR HANDELAND: Bryant? 4 MR. HAMMOND: It is not in the record. 5 MAYOR HANDELAND: Okay. Go ahead. 6 UNIDENTIFIED SPEAKER: I had a question for 7 the Assessor. We -- we went through a process 8 yesterday with another appellant where there was a 9 sheet provided by the appellant that he asked for 10 where you broke down certain parts of his property for 11 certain values. 12 And I'm wondering, for this property, did 13 you -- when you did your assessment, did you break 14 down certain buildings on the property to come up with 15 a total? 16 UNIDENTIFIED SPEAKER: Each of -- each of 17 these three buildings has its own value. 18 UNIDENTIFIED SPEAKER: Which -- which -- 19 okay. So which you noted in some fashion. It's just 20 not part of our -- 21 UNIDENTIFIED SPEAKER: Not part of your 22 packet. It would be -- it should be in the MARS file, 23 because that would be the electronic system that we 24 use. It would have the buildings each listed 25 separately. That's how we do it. We don't do --</p>	<p style="text-align: right;">Page 120</p> <p>1 would be a lot faster than printing. 2 MAYOR HANDELAND: We just need a printout 3 that we can actually put into the packet here. 4 UNIDENTIFIED SPEAKER: For each property 5 would be helpful -- 6 MAYOR HANDELAND: No. 7 UNIDENTIFIED SPEAKER: -- or just -- 8 MAYOR HANDELAND: It should be -- 9 UNIDENTIFIED SPEAKER: No. 10 MAYOR HANDELAND: -- just one -- 11 UNIDENTIFIED SPEAKER: It should just be -- 12 MAYOR HANDELAND: -- for Tax Lot 001.115.01. 13 MR. CACCIOLA: Okay. Just the property 14 card? 15 MAYOR HANDELAND: Yeah. 16 UNIDENTIFIED SPEAKER: Okay. 17 MS. PEARSON: May I just -- 18 MAYOR HANDELAND: Here. Do you want this? 19 MS. PEARSON: May I just raise a point of 20 concern? So when the agenda was posted last night, it 21 included, on the appeal form, a handwritten 22 determination by the -- by the Assessor, and that was 23 the first time that Norton Sound had ever seen what 24 the Assessor's reasoning was. And the reasoning 25 listed in that form for this and all of the properties</p>
<p style="text-align: right;">Page 119</p> <p>1 there's three buildings. Their composite is 2 25,000 square feet, and we valued it as a lump, each 3 building does. 4 UNIDENTIFIED SPEAKER: Well, I understand 5 it's shown that way because it's all on one property. 6 That's why it's all added together as total cost of 7 improvements and total cost of land, but -- 8 UNIDENTIFIED SPEAKER: But -- but each 9 building -- 10 UNIDENTIFIED SPEAKER: -- but -- but you -- 11 but you -- 12 UNIDENTIFIED SPEAKER: -- is broken down. 13 UNIDENTIFIED SPEAKER: -- you do an 14 assessment of each building, so the data may be 15 available to -- for us to help for -- for our 16 deliberations. 17 MAYOR HANDELAND: The data -- yeah. We 18 could get a copy of the MARS detail and should -- 19 should put that in the record. 20 UNIDENTIFIED SPEAKER: Would you like me to 21 go find it now? 22 UNIDENTIFIED SPEAKER: If I may, I think, if 23 we could share the screen, maybe from my computer, add 24 me, I can go through the MARS, and it's easy enough to 25 add it so that everyone can view the screen. And it</p>	<p style="text-align: right;">Page 121</p> <p>1 is the same, that, one, the BOE considers only matters 2 of valuation; two, that each property was appealed on 3 the same grounds in 2022; and, three, that the issues 4 pending in '22 before the Court had not yet resolved. 5 That was the basis. There was no mention 6 that there was a failure to provide information 7 related to apportionment. But more importantly, we 8 never had an opportunity to provide any other 9 information. 10 As I mentioned, if we had been asked for 11 apportionment information, we would have provided it, 12 but we didn't even see a determination until last 13 night. And -- and any questions that Bryant put to 14 us, we responded to. 15 So I just -- I just want the record to be 16 clear on -- 17 MAYOR HANDELAND: Well, I think at some 18 times, like when I try to go and get my medical 19 records, we don't always get exactly what we want the 20 first time and have to ask again. I think that we're 21 seeing that sometimes in electronic filing, things 22 don't actually come through properly, and for that, I 23 apologize. But we'll -- we're getting -- we're 24 getting it, and -- and we'll supplement the record at 25 this point.</p>

<p style="text-align: right;">Page 122</p> <p>1 MS. PEARSON: Okay. Thank you.</p> <p>2 MAYOR HANDELAND: So we'll take just a</p> <p>3 couple -- a second break here to allow Jeremy to grab</p> <p>4 that for us.</p> <p>5 (Off record.)</p> <p>6 MAYOR HANDELAND: And at the top of each of</p> <p>7 these things, the Operations Building is the very last</p> <p>8 page. Wellness, going on forward, and an "s" is</p> <p>9 missing from the hostel, listed as a hotel. So there</p> <p>10 are the -- there are the individual values.</p> <p>11 So in 2022, the value was essentially the</p> <p>12 same, and 41 and a half million was considered</p> <p>13 exempt --</p> <p>14 UNIDENTIFIED SPEAKER: Do I get one?</p> <p>15 MAYOR HANDELAND: -- (indiscernible) million</p> <p>16 was taxable.</p> <p>17 UNIDENTIFIED SPEAKER: Are we back --</p> <p>18 MR. PARDEE: That was in 2022; correct?</p> <p>19 MAYOR HANDELAND: I'm sorry, Dan?</p> <p>20 MR. PARDEE: That was in 2022; correct?</p> <p>21 MAYOR HANDELAND: Correct.</p> <p>22 MR. PARDEE: So do you have the figures for</p> <p>23 what each of those buildings were for 2023?</p> <p>24 MAYOR HANDELAND: We have the same square</p> <p>25 footage, but with regard to the changed use, we don't</p>	<p style="text-align: right;">Page 124</p> <p>1 MAYOR HANDELAND: Yeah. It -- it -- it</p> <p>2 probably won't, but you didn't tell us what you</p> <p>3 replaced it with; you know, for all we -- you know, I</p> <p>4 guess, to know -- I -- I'm assuming we need to know,</p> <p>5 you know, what -- what took -- what took that space</p> <p>6 now. And more than, like, you know, I mean, at least</p> <p>7 it was an ambulance bay at one point in time. Maybe</p> <p>8 that's what it is now.</p> <p>9 It doesn't sound like it would change</p> <p>10 anything, but it was just a matter of the -- the --</p> <p>11 the information notes that changed but didn't specify</p> <p>12 what the change was or what the replacement was. And</p> <p>13 maybe it's making space, and there may have been some</p> <p>14 last time that we apparently considered the Operation</p> <p>15 Building 100 percent regardless.</p> <p>16 MR. PARDEE: Yeah. Well, it -- it's not --</p> <p>17 it's not vacant space. I mean, they're using the</p> <p>18 whole -- the whole facility. You know, they have</p> <p>19 (indiscernible) over there, too. But, yeah, okay.</p> <p>20 MAYOR HANDELAND: I know this process is as</p> <p>21 tiring for you guys as it is for us. So sorry if</p> <p>22 we're fading or getting cranky by any means. It's not</p> <p>23 intentional.</p> <p>24 So with this piece of information in the</p> <p>25 record, Charles, we should have the information we</p>
<p style="text-align: right;">Page 123</p> <p>1 have a figure for that particular section of the</p> <p>2 changed use, I don't believe.</p> <p>3 But I think, Dan, it's just the notation</p> <p>4 that -- no COVID testing, you know, whether, you know,</p> <p>5 the -- the building -- I'm trying to see what -- if</p> <p>6 there's something here that indicates how many square</p> <p>7 feet were --</p> <p>8 UNIDENTIFIED SPEAKER: Site --</p> <p>9 MAYOR HANDELAND: -- and -- and whether that</p> <p>10 was indeed the -- the -- the basis for the 2.8 million</p> <p>11 that stayed on there.</p> <p>12 MR. PARDEE: No. The -- the 2.8 million, as</p> <p>13 my memory serves me correctly, that 2.8 million was</p> <p>14 for the -- the portion of the Patient Hostel that was</p> <p>15 still used as a hostel, not the quarantine side of the</p> <p>16 Patient Hostel. So it was the west wing.</p> <p>17 MAYOR HANDELAND: I see. Okay.</p> <p>18 MR. PARDEE: And so, I guess -- I guess, my</p> <p>19 question is about no (indiscernible) last year, if we</p> <p>20 did COVID testing in one day of no (indiscernible) and</p> <p>21 we receive 100 percent exemption for it, it seems like</p> <p>22 you guys are maybe -- I'm having a hard time</p> <p>23 understanding why the usage would change that much if</p> <p>24 we were 100 percent -- you know, we received a</p> <p>25 100 percent exemption last year of no (indiscernible).</p>	<p style="text-align: right;">Page 125</p> <p>1 need?</p> <p>2 MR. CACCIOLA: Yes. I'm just trying to</p> <p>3 figure out how to deal with it. I honestly can't,</p> <p>4 right now, figure out what -- what portion of value</p> <p>5 that I believe should be exempted. I -- we could</p> <p>6 potentially --</p> <p>7 MAYOR HANDELAND: Well --</p> <p>8 MR. CACCIOLA: If anyone else --</p> <p>9 potentially, reconvene very briefly tomorrow for this</p> <p>10 one, or some -- I mean, I do think that now there's</p> <p>11 certainly some portion which should be exempted. I</p> <p>12 can't, right now, say what.</p> <p>13 MAYOR HANDELAND: Well, the -- I don't know</p> <p>14 how happy people will be to come back tomorrow on --</p> <p>15 on the deal. But, you know, I guess, looking at what</p> <p>16 the time is here, ideally, we can -- you know, we have</p> <p>17 a few more here. Hopefully we can motor through these</p> <p>18 so that we actually hear everything tonight.</p> <p>19 I assume that probably is going to take some</p> <p>20 time once we have your information for us, then, to</p> <p>21 con- -- consult with our counsel to determine, you</p> <p>22 know, what -- what -- what -- what routes we may be</p> <p>23 moving on these, and to ensure that, you know, the</p> <p>24 conclusions or the basis for our analysis is</p> <p>25 consistent, and Brooks can write it up properly.</p>

<p style="text-align: right;">Page 126</p> <p>1 So what do people think about coming back</p> <p>2 tomorrow if we -- or are you willing to stay here for</p> <p>3 another hour or more tonight?</p> <p>4 UNIDENTIFIED SPEAKER: If we think we can</p> <p>5 get it done tonight, you know, but I want to make sure</p> <p>6 we have enough time to get it done right. And if we</p> <p>7 need to reconvene tomorrow, I'm willing to do that --</p> <p>8 MAYOR HANDELAND: Okay.</p> <p>9 UNIDENTIFIED SPEAKER: -- just to make sure</p> <p>10 the process is -- is done correctly.</p> <p>11 MAYOR HANDELAND: Mark, you're not</p> <p>12 available?</p> <p>13 COUNCIL MEMBER MARK JOHNSON: No. I won't</p> <p>14 be available after 3:00 p.m. -- or probably 2:30</p> <p>15 tomorrow.</p> <p>16 MAYOR HANDELAND: Okay.</p> <p>17 COUNCIL MEMBER MARK JOHNSON: Funeral --</p> <p>18 funeral service tomorrow --</p> <p>19 MAYOR HANDELAND: Okay.</p> <p>20 COUNCIL MEMBER MARK JOHNSON: -- and then</p> <p>21 I'm getting on a plane after that.</p> <p>22 MAYOR HANDELAND: Okay. And we're missing</p> <p>23 Adam, and I don't know if we have any open</p> <p>24 (indiscernible) of getting Adam.</p> <p>25 UNIDENTIFIED SPEAKER: He's still traveling,</p>	<p style="text-align: right;">Page 128</p> <p>1 tomorrow.</p> <p>2 MAYOR HANDELAND: Okay.</p> <p>3 UNIDENTIFIED SPEAKER: Good idea.</p> <p>4 UNIDENTIFIED SPEAKER: Sounds like a great</p> <p>5 idea.</p> <p>6 UNIDENTIFIED SPEAKER: Yeah. That sounds</p> <p>7 good.</p> <p>8 UNIDENTIFIED SPEAKER: Forgive me. I do</p> <p>9 have a question on what you just said. Executive</p> <p>10 session, I didn't see on the agenda.</p> <p>11 MAYOR HANDELAND: The -- that's a typical --</p> <p>12 it's not actually listed on -- on the agenda, but it's</p> <p>13 just part of the process, to go in to discuss the</p> <p>14 pending appeals with the attorney, to then develop the</p> <p>15 conclusion -- there's another word for it -- statement</p> <p>16 of facts and conclusions of law that then has to be</p> <p>17 formally accepted.</p> <p>18 UNIDENTIFIED SPEAKER: And is that for all</p> <p>19 of the ones we did, or just the ones for today?</p> <p>20 MAYOR HANDELAND: We've already gone through</p> <p>21 the ones yesterday. We resolved all of those. But it</p> <p>22 will be for these, because these -- we -- we have --</p> <p>23 we have more people here tonight because this is a</p> <p>24 much more complicated issue.</p> <p>25 UNIDENTIFIED SPEAKER: We did all that in</p>
<p style="text-align: right;">Page 127</p> <p>1 isn't he?</p> <p>2 MAYOR HANDELAND: Okay. Well, let's --</p> <p>3 we're -- we're adding this -- this to the record, and</p> <p>4 at this point there are no more questions on this, or</p> <p>5 there are?</p> <p>6 MR. CACCIOLA: What do you mean by</p> <p>7 "questions"? I don't have anything more to say about</p> <p>8 it at this time.</p> <p>9 MAYOR HANDELAND: Okay. Okay. So let's</p> <p>10 move on, then.</p> <p>11 UNIDENTIFIED SPEAKER: So we're kicking this</p> <p>12 back to the end of the agenda, then?</p> <p>13 MAYOR HANDELAND: Well, I -- I guess, at</p> <p>14 this point in time, I mean, unless there are other --</p> <p>15 if -- if there's supplementary information at the end</p> <p>16 of the agenda to be accepted, then we'll -- we'll go</p> <p>17 back to it.</p> <p>18 MR. CACCIOLA: So I have a thought. My</p> <p>19 understanding, I think we can get through the rest of</p> <p>20 these relatively quickly. My understanding is then</p> <p>21 you're going to go into executive session?</p> <p>22 MAYOR HANDELAND: Yes.</p> <p>23 MR. CACCIOLA: Perhaps while you're doing</p> <p>24 that, I can discuss with Ms. Pearson some way to</p> <p>25 address this property, and we don't need to continue</p>	<p style="text-align: right;">Page 129</p> <p>1 public session yesterday.</p> <p>2 UNIDENTIFIED SPEAKER: So your question is</p> <p>3 procedural-wise --</p> <p>4 UNIDENTIFIED SPEAKER: Right.</p> <p>5 UNIDENTIFIED SPEAKER: -- right?</p> <p>6 UNIDENTIFIED SPEAKER: Yeah.</p> <p>7 UNIDENTIFIED SPEAKER: Okay. So --</p> <p>8 UNIDENTIFIED SPEAKER: Procedural-wise.</p> <p>9 UNIDENTIFIED SPEAKER: -- the question, per</p> <p>10 procedural-wise, don't we have the ability for a</p> <p>11 council member in a second to go into executive</p> <p>12 session without having to have it on the agenda?</p> <p>13 UNIDENTIFIED SPEAKER: Yes, we do.</p> <p>14 UNIDENTIFIED SPEAKER: So does that -- that</p> <p>15 take care of your --</p> <p>16 UNIDENTIFIED SPEAKER: Okay.</p> <p>17 UNIDENTIFIED SPEAKER: -- question?</p> <p>18 UNIDENTIFIED SPEAKER: Yeah.</p> <p>19 UNIDENTIFIED SPEAKER: John, if I might add,</p> <p>20 the second part, that (indiscernible) probably --</p> <p>21 acting in this capacity, as the Board of Equalization,</p> <p>22 the Board has the option of conducting deliberations</p> <p>23 in private or in public.</p> <p>24 So you -- I mean, that's -- that's just an</p> <p>25 option that's available. The Open Meetings Act does</p>

<p style="text-align: right;">Page 130</p> <p>1 not apply to this proceeding in the same way that it 2 does to a city council meeting. 3 MAYOR HANDELAND: Okay. Thank you for that 4 clarification. 5 UNIDENTIFIED SPEAKER: Thank you. 6 MAYOR HANDELAND: Okay. So that's going to 7 bring us, then, to 001.211.03B at page 814. 8 MR. CACCIOLA: Yeah. 9 MS. PEARSON: 03, yeah, yeah. 10 Okay. All right. This is what's referred 11 to as the HAT Building. This was tax exempt in 2022. 12 The uses in 2023 are unchanged. 13 This property is leased to the State of 14 Alaska for public health use. That lease has been in 15 place since 2021. We have an exhibit, provided a 16 lease agreement and recent amendment. 17 Pursuant to the funding agreement with IHS, 18 sections 3.4.11 and 3.8, the provision of public 19 health -- health nursing and support of public health 20 nursing are specific obligations of -- to fulfill the 21 ISDEAA contract. 22 The property is used exclusively for public 23 health purposes, which is a charitable purpose of 24 Norton Sound. There -- the -- we've provided a 25 financial analysis of the lease revenue. The revenue</p>	<p style="text-align: right;">Page 132</p> <p>1 So I agree with my colleague that 2 AS 29.45.030(c) is relevant here. That is what she 3 just read about -- I'll just read part of it -- 4 "income is solely from use of the property by 5 nonprofit religious, charitable, hospital, or 6 educational groups." 7 I disagree that the State of Alaska is a 8 nonprofit religious, charitable, hospital, or 9 educational group. And for that reason, I think that 10 the Board should deny the exemption because the use 11 does not meet the requirements of AS 29.45.020(c). 12 And, additionally, I think that there are 13 some errors in some of the summary information. I've 14 reviewed the lease that was included first. 15 As stated, the annual rent should not be 16 \$60,000. It should actually be 71,936, or 17 thereabouts, because the lease agreement provides for 18 an annual adjustment based on consumer price index. 19 And looking at the index from the base value, it's 20 gone up 12 percent, so it comes up to 71,936. 21 I also disagree that it is not -- there's no 22 profit. The lease agreement provides that the 23 operating costs are 35 percent. A taxpayer is not 24 allowed to disavow its agreements. So 65 percent is 25 profit according to the lease.</p>
<p style="text-align: right;">Page 131</p> <p>1 is reported by Norton Sound Health or -- as related 2 revenue, not unrelated revenue. No profit is made on 3 this lease or intended to be made. 4 The exemption analysis, this goes back to a 5 provision under Alaska Statute 29.45.030(c), property 6 described in (a)(3) or (4) of this section from which 7 income is derived is exempt if that income is from the 8 use of the property by nonprofit religious, 9 charitable, hospital, or educational group. A state 10 government as a lessee meets that requirement as -- 11 as -- as an exempt user. 12 And in the -- the Alaska Supreme Court has 13 stated that the fact that revenue is generated is -- 14 is irrelevant, or how much is generated is irrelevant 15 to the determination of tax exemption as long as it's 16 related revenue, and it's revenue from lease to 17 another exempt organization. 18 And used by the state for the public -- the 19 use of this property for public health is consistent 20 with the exempt purposes of Norton Sound, as stated in 21 its bylaws and its funding agreement obligations. And 22 the same federal protections apply to this property. 23 MAYOR HANDELAND: Thank you. 24 Charles. 25 MR. CACCIOLA: Thank you.</p>	<p style="text-align: right;">Page 133</p> <p>1 And there is case law to the effect that you 2 can have a profit under certain circumstances, but one 3 of the conditions is that the profits must then be 4 used for charitable purposes. And I do not believe 5 that that has been proven. But even if it were, 6 again, under AS 29.45.030(c), it specifies that the 7 exemption is only had if there's income that's derived 8 from the property, if the income is solely from use of 9 the property by nonprofit religious, charitable, 10 hospital, or educational groups, and that is not met 11 here. 12 MAYOR HANDELAND: Thank you. 13 Any rebuttal? 14 MS. PEARSON: Just to emphasize -- 15 MR. PARDEE: Yes. I'd like -- 16 MS. PEARSON: Oh, I just want to -- 17 MR. PARDEE: Go ahead, Wendy. 18 MS. PEARSON: -- emphasize that -- I'll let 19 Dan -- but this property was deemed to have met 20 subparagraph (c) in prior years. Nothing's changed. 21 MAYOR HANDELAND: Okay. Thank you. 22 Dan. 23 MR. PARDEE: And, certainly, expense 24 analysis, lease analysis information, that's based on 25 fiscal year '22 information, and the payments were</p>

<p style="text-align: right;">Page 134</p> <p>1 \$5,000 a month. So it is 60 grand. 2 MAYOR HANDELAND: We've got some money on 3 the table it -- it looks like. 4 Okay. Thank you. 5 There's nothing further on this 6 particular -- 7 MR. CACCIOLA: Not for me. 8 MAYOR HANDELAND: -- one? 9 MS. PEARSON: No. 10 MAYOR HANDELAND: We'll move on, then, to 11 001.211.03A, which is at 9- -- page 935. 12 MS. PEARSON: Okay. This is the -- the 13 BHS Building. This is a storage of hospital equipment 14 and supplies. It was here at -- occurred here through 15 March. Since March, it's been under renovation to be 16 placed in service in fall of this -- of 2023. It's 17 going to be overflow patient housing, and as well as 18 housing maternal patients. 19 Again, this is pre- and post-admission 20 integrated care that will occur -- or that this 21 housing is for maternal patients and other patients in 22 the hospital is for, as we mentioned previously with 23 respect to the patient hospital -- excuse me -- 24 Patient Hostel. 25 Funding agreement, at Section 3.2.11,</p>	<p style="text-align: right;">Page 136</p> <p>1 MS. PEARSON: Mm-hmm. 2 MR. CACCIOLA: I think it's becoming not 3 housing, maternal care. 4 MS. PEARSON: Maternal care housing. Yeah. 5 Patient housing. 6 MR. CACCIOLA: No -- but not employee, 7 patient housing? 8 MS. PEARSON: Patient. Patient -- 9 MAYOR HANDELAND: Patient, yeah. 10 MS. PEARSON: -- housing. 11 MAYOR HANDELAND: Yeah. 12 MS. PEARSON: Mm-hmm. 13 MR. CACCIOLA: So, first, again, with the 14 Ketchikan case, that's not germane to the exclusive 15 use exemptions. That's germane only to implied 16 federal preemption. So insofar as there's any issue 17 with vacancy or, you know, non-use, whatever you want 18 to call it, it'll -- that case has no effect on the 19 exclusive use exemption, only the implied federal 20 preemption argument that Norton Sound makes, which of 21 course is unavailing because of the tremendous 22 interest that the city has in taxation. 23 Insofar as the use is deemed to be storage, 24 and -- that's not vitally necessary to the hospital. 25 And the other uses, the patient housing is not</p>
<p style="text-align: right;">Page 135</p> <p>1 requires that Norton Sound provide maternal care; at 2 3.2.14, that Norton Sound provide patient housing; and 3 at 3.5, that it have basic support services in place. 4 In terms of the exemption analysis in the 5 integrative maternal care model, that includes the 6 pre- and post-admission housing meets the definition 7 of a hospital and is direct and primary to its 8 hospital purposes. Use of this property is 9 specifically listed in the funding agreement, in 10 Appendix B, as property being used to -- to fulfill 11 Norton Sound's ISDEAA obligations. 12 The unfinished condition does not -- of the 13 renovation does not preclude exemption under the 14 previously cited Ketchikan case. It's clear that it 15 has been used for hospital purposes and is intended 16 only for hospital purposes. 17 The temporary vacancy. We've cited a number 18 of cases in our material that temporary vacancy of a 19 property as it's transitioning from one use to the 20 other does not preclude tax exemption. And the 21 federal law protections are the same. 22 MAYOR HANDELAND: Okay. So the CHS Building 23 is becoming housing? 24 MS. PEARSON: B. BHS, yes. 25 MAYOR HANDELAND: Or BHS?</p>	<p style="text-align: right;">Page 137</p> <p>1 currently how it's being used. I don't think that 2 that's in dispute. 3 You-all were here, and Ms. Pearson was here 4 for the Homeplate appeal. They're legal arguments. 5 They're not factual. I'm not going to repeat them, 6 but, you know, in Alaska, construction is -- if the 7 use is construction, it's not what the improvements 8 will then be used for when it's completed. So, you 9 know, I don't think that the future intent for the 10 uses or the future intent for what's being constructed 11 is relevant. 12 That's all. 13 MAYOR HANDELAND: Okay. All right. Thank 14 you for that one. 15 Then we are going to move on to Item L, 16 which is 001.201.05. 17 MS. PEARSON: Okay. This is the West 18 Campus. Here, the storage is used as storage for 19 essential accounting and patient records and hospital 20 equipment. Vehicle maintenance occurs at this 21 location, and test plant operations training. 22 The funding agreement, at Section 3.5, 23 requires Norton Sound to provide -- or has sufficient 24 support services and utilizes property for support 25 services, also to provide training to NSHC staff at</p>

<p style="text-align: right;">Page 138</p> <p>1 Section 3.2.10. And 3.6 of the funding agreement 2 requires it to maintain its properties. 3 In terms of the exemption analysis, storage 4 of accounting and patient records is required by law. 5 There's insufficient storage space in the hospital 6 facility itself, and that would not be the highest and 7 best use of the hospital facility to store these 8 records. 9 If -- if the hospital cannot function 10 legally, then it cannot fulfill exempt purposes. It 11 has a legal obligation to maintain these records. 12 In terms of the maintenance, maintaining 13 maintenance and safety equipment and training 14 operations, similarly, if the hospital cannot function 15 safely, then it cannot fulfill its exempt purposes. 16 So the use of this property for the maintenance of 17 hospital equipment and the training of hospital 18 operations staff is direct and primary to its 19 efficient functioning as a hospital. 20 And as mentioned, the utilization of this 21 property is specifically identified in this -- in the 22 funding agreement as being for -- for being used to 23 fulfill its ISDEAA obligations. And the federal 24 protections are the same. 25 MAYOR HANDELAND: Thank you.</p>	<p style="text-align: right;">Page 140</p> <p>1 You know, the clinical standard here is if 2 the use of the property is directly incidental and 3 vitally necessary to the use of exempt property, which 4 would be the hospital, and Norton Sound fails to carry 5 its burden in that proof. 6 MAYOR HANDELAND: Okay. Thank you. 7 Brooks, did you have any questions or 8 comments on this? 9 MR. CHANDLER: No, I didn't, John. 10 MAYOR HANDELAND: Okay. Thank you. 11 We will move on, then, to page 1,141, and 12 this is Tax Lot 190.1.059. 13 MR. CACCIOLA: Yes. 14 MS. PEARSON: Okay. 15 MR. CACCIOLA: I'm going to start with this 16 one. 17 MAYOR HANDELAND: Okay. 18 MR. CACCIOLA: So this is the hospital 19 itself. The exemption was denied because the 20 cafeteria use, we believe, is not exempt, which 21 Norton Sound will argue that it is exempt. 22 At the time, I did not have sufficient 23 information to spatially apportion the cafeteria. It 24 is in the record already that the cafeteria is 25 2,048 feet. What was not in there is the overall</p>
<p style="text-align: right;">Page 139</p> <p>1 Charles. 2 MR. CACCIOLA: So this property was also 3 appealed last year. The short answer is it should be 4 denied for the same reason it was last year. The 5 vehicle maintenance, plant training, these are not 6 vitally necessary to the hospital. 7 Once again, you know, the Alaska Supreme 8 Court has rejected extending the hospital exemption 9 to, quote, "anything reasonably necessary for the 10 fulfillment of the generally recognized functions of a 11 completely modern hospital is exempt," which I don't 12 see as substantively different than saying "the 13 efficient functioning of a hospital." And that's been 14 rejected by the Alaska Supreme Court. 15 I think it's also relevant here that, again, 16 the Alaska Supreme Court has rejected the, sort of, 17 owner's use approach, and in doing so observed that 18 the effect would, quote, "extend the tax exemption to 19 everything owned and used in some way by an exempt 20 institution," and, you know, the Supreme Court found 21 that, by looking at the owner's use that would result, 22 and that is not intended. And, you know, I think 23 that's essentially what Norton Sound is arguing here, 24 is that, you know, anything that they own should be 25 exempt because of who they are.</p>	<p style="text-align: right;">Page 141</p> <p>1 square footage of the hospital. 2 I did a little digging and found that the 3 overall square footage is 161,949 square feet, which 4 means that the cafeteria represents 1.2 percent. And 5 I've calculated that to come out to -- meaning that of 6 the total value stated, 900,000 -- 966,275 is not 7 exempt. 8 Stated differently, I think that the 9 exemption should be granted for 75,000 -- no. A 10 little more than that -- 75,443,525. And, again, the 11 non-exempt value is 966,275. 12 Norton Sound will argue that it should all 13 be exempt, so we'll turn it over to that. 14 MS. PEARSON: Okay. Yes. So in terms of 15 excluding the cafeteria, we've cited a number of 16 authorities in our material, again, from jurisdictions 17 with the same tax exemption, constitutional tax 18 exemption regime, as Alaska -- Alaska's courts have 19 not opined on this issue specifically. So we went to 20 jurisdictions with the same exemption regime. 21 And cafeterias and parking lots are 22 considered exempt. They're part and parcel of the 23 hospital and its operations. They are direct and 24 primary to the functioning of the hospital for its 25 hospital purposes. So based on that authority, the</p>

<p style="text-align: right;">Page 142</p> <p>1 cited authority in our material, we believe that even 2 the cafeteria portion is exempt. 3 Also, the -- the suggestion that only, 4 roughly, 98 percent of the facility is exempt ignores 5 the charitable purpose exemption and focuses, again, 6 only on the hospital for this exemption, charitable 7 purpose. The entire facility is listed by -- in the 8 funding agreement as being utilized to fulfill the -- 9 Norton Sound's ISDEAA obligations and with nothing 10 left out. 11 One other fact I wanted to add here -- and I 12 ask that this be -- that that is considered for all of 13 the properties -- I was reminded that the federal 14 government has entered into what they call 15 Section 105(l) leases, with the -- with Norton Sound 16 Health. 17 And so 105(l) is a federal law that requires 18 Indian Health Service to enter into leases upon tribal 19 requests with a tribe or a tribally operated 20 organization that holds title to or leases property, 21 to enter into agreements with those entities which are 22 not denominated as Section 105(l) leases. 23 So effectively, by those agreements, the 24 federal government pays the organization to operate 25 these facilities in recognition of, and only if the</p>	<p style="text-align: right;">Page 144</p> <p>1 shoes of the I- -- IHS to provide for care that the 2 federal government would, otherwise, have to provide. 3 So -- and -- and -- and at a facility's 4 request, the IHS will enter into a Section 105(l) 5 lease with that facility. It's basically to pay for 6 the costs of operating that facility. It's called a 7 lease, but it's really sort of a cost recovery type of 8 contract. 9 So it's up to the tribally operated entity 10 to request that type of lease, but they're very 11 common. 12 MAYOR HANDELAND: Yeah. I guess, not the 13 lease thing, but the list of services that are being 14 provided. 15 MS. PEARSON: Oh, gotcha. 16 MAYOR HANDELAND: There's -- there's a list 17 of, I don't know, 50 services being provided by Norton 18 Sound under contract with the Indian Health Service. 19 Are those same 50 things provided at every tribal or 20 Indian Health Service hospital across the nation? 21 MS. PEARSON: I -- I can't answer that 22 question. I don't know the answer. 23 MAYOR HANDELAND: So it's a non-standard 24 agreement? I guess, the Indian Health Service 25 provides certain services, but they contract -- it can</p>
<p style="text-align: right;">Page 143</p> <p>1 federal government has determined that the facility is 2 being used for the provision of -- of care consistent 3 with ISDEAA. 4 So with all of these properties, all 11 5 properties we've been talking about, the Indian Health 6 Service has entered into a Section 105(l) lease with 7 Norton Sound Health on all of these properties with 8 one -- one particular lease being fully negotiated but 9 not yet signed, but the others are in effect. 10 So this is, effectively, a statement from 11 the federal government that the housing, the training, 12 the entire hospital facility, storage areas, the 13 Wellness Center, the behavioral health, all of that 14 is -- are facilities deemed by the federal government 15 to be operated to fulfill the ISDEAA obligations. 16 MAYOR HANDELAND: So there are other IHS 17 hospitals operated in the United States. Do they have 18 a similar contract? You keep referring to this 19 section, this section, this section, this section. 20 Are all IHS hospitals respons- -- required to provide 21 the same care? 22 MS. PEARSON: So -- so what I'm referring to 23 here are tribally owned or operated properties. And 24 so when they enter into agreements with IHS under the 25 Self-Determination Act, they do so to step into the</p>	<p style="text-align: right;">Page 145</p> <p>1 be a mix and match with the services that are provided 2 by an individual organization? They don't all have to 3 provide the same services? 4 MS. GORN: Every tribal health 5 organization -- there are several in Alaska -- you 6 negotiate what your compact is going to look like. So 7 your compact is your agreement for all of the services 8 you're going to provide. And so if we're providing a 9 healthcare program, it's at our compact. And then 10 whatever building we're providing that in, we're 11 eligible to negotiate an additional lease to support 12 that facility. 13 If you make money on that program -- so you 14 have to subtract any revenue. So for our housing, we 15 have leases for our housing, the two apartment that we 16 talked about here today in Nome. But we have to 17 subtract any revenue because you have to show them 18 that you're not making money on that lease. 19 MAYOR HANDELAND: Okay. 20 MS. GORN: And so that's just another 21 argument we have to try to justify that these 22 facilities are necessary and agreed to by Indian 23 Health Services to carry out a program that would 24 compact it for. 25 MAYOR HANDELAND: Thank you.</p>

<p style="text-align: right;">Page 146</p> <p>1 MS. GORN: Mm-hmm.</p> <p>2 MR. CACCIOLA: So, you know, the actual use</p> <p>3 of this 2,000 (indiscernible) square feet is a public</p> <p>4 cafeteria, open to the public, anyone going in to buy</p> <p>5 meals. I don't see how it is either a hospital or</p> <p>6 charitable use to sell meals to city clerks and</p> <p>7 lawyers. They're pretty good meals, but...</p> <p>8 So -- and I think that there's a difference</p> <p>9 between operating a facility, the entire hospital,</p> <p>10 pursuant to any obligations Norton Sound may have</p> <p>11 under the ISDEAA and being obligated to run a</p> <p>12 cafeteria in that facility. And I haven't heard</p> <p>13 anything that they are legally obligated to run a</p> <p>14 public cafeteria in the facility. They may be allowed</p> <p>15 to. I don't believe that they're legally obligated</p> <p>16 to, and I haven't heard anything to that effect.</p> <p>17 MAYOR HANDELAND: Okay. All right. That,</p> <p>18 then...</p> <p>19 UNIDENTIFIED SPEAKER: I have a couple of</p> <p>20 questions.</p> <p>21 MAYOR HANDELAND: Oh.</p> <p>22 UNIDENTIFIED SPEAKER: Are we -- we're at</p> <p>23 the end; right?</p> <p>24 MAYOR HANDELAND: Well, yeah, but --</p> <p>25 (Crosstalk.)</p>	<p style="text-align: right;">Page 148</p> <p>1 \$194 million of revenues.</p> <p>2 MS. PEARSON: Mm-hmm.</p> <p>3 MAYOR HANDELAND: Do we know what percentage</p> <p>4 is the IHS contract, those 194 revenues?</p> <p>5 MS. GORN: It's about a third of our</p> <p>6 funding.</p> <p>7 MAYOR HANDELAND: About a third.</p> <p>8 MS. GORN: Yeah.</p> <p>9 MAYOR HANDELAND: So two-thirds of the</p> <p>10 funding is coming from non-IHS revenues?</p> <p>11 MS. GORN: A third is grant. A third is</p> <p>12 patient services, and, like, collections --</p> <p>13 UNIDENTIFIED SPEAKER: Right --</p> <p>14 MS. GORN: -- third-party insurances. And</p> <p>15 the other third is Indian --</p> <p>16 UNIDENTIFIED SPEAKER: And that's -- and</p> <p>17 that's --</p> <p>18 MS. GORN: -- Health Services.</p> <p>19 UNIDENTIFIED SPEAKER: And I'm not -- I'm</p> <p>20 glad that a judge is deciding that, because -- but --</p> <p>21 but from my standpoint -- and I'm -- and I'm coming --</p> <p>22 like I said, I'm compelled to tell where I'm coming</p> <p>23 from. I've lived here most -- a majority of my adult</p> <p>24 life. I've spent a lot of time in the villages. I</p> <p>25 work for tribes. I understand tribes. I feel,</p>
<p style="text-align: right;">Page 147</p> <p>1 MAYOR HANDELAND: Yeah. No. Go ahead.</p> <p>2 UNIDENTIFIED SPEAKER: (Indiscernible)</p> <p>3 individuals?</p> <p>4 MAYOR HANDELAND: Oh, yeah. Okay. Yeah.</p> <p>5 Okay.</p> <p>6 UNIDENTIFIED SPEAKER: Of the individual</p> <p>7 ones -- so, in general, one of the arguments made in</p> <p>8 all of it is that it's a federal sovereign immunity</p> <p>9 argument from -- from Steve, right. Is that -- is</p> <p>10 that one of the arguments being made in the Court as</p> <p>11 well? Or did it go to federal court or state court?</p> <p>12 MS. PEARSON: State.</p> <p>13 UNIDENTIFIED SPEAKER: So that argument is</p> <p>14 not made -- being made in front of a court, then?</p> <p>15 MS. PEARSON: No. It's being made at state.</p> <p>16 It is --</p> <p>17 UNIDENTIFIED SPEAKER: It's being made at</p> <p>18 state court --</p> <p>19 MS. PEARSON: Yeah. Mm-hmm.</p> <p>20 UNIDENTIFIED SPEAKER: -- as well? Okay.</p> <p>21 MS. PEARSON: Yeah.</p> <p>22 UNIDENTIFIED SPEAKER: So one of the things</p> <p>23 that keeps referring to also is that -- is the -- one</p> <p>24 of the arguments is that it's an ISH provider, which</p> <p>25 nobody debates. But on the 990, it shows 100 -- about</p>	<p style="text-align: right;">Page 149</p> <p>1 org- -- organizational-wise, I know most of the Board</p> <p>2 of Directors on the Norton Sound Board, and I have</p> <p>3 them in high regard, as well as most of the</p> <p>4 administrative staff, and I have them in high regard,</p> <p>5 too. So they also -- I feel like they saved my life</p> <p>6 in March.</p> <p>7 So I have a -- so -- but even despite that,</p> <p>8 I feel I can give a -- give a non-biased opinion to --</p> <p>9 to -- you know, to what we're looking at here. But</p> <p>10 the argument about it being a sovereign thing in</p> <p>11 the -- in arm's length of the tribes doesn't quite sit</p> <p>12 right with me because I know that tribes are not</p> <p>13 required to file 990s. And even in -- in the bylaws</p> <p>14 itself, Norton Sound, it's referred to as nonprofit</p> <p>15 corporation and everything through there except for</p> <p>16 the assignment of directors, which one will come from</p> <p>17 each village tribe, and then there's additional</p> <p>18 directors. It all leans to it's a nonprofit</p> <p>19 corporation that's providing a con- -- contract, that</p> <p>20 tribal services that are -- that are approved by the</p> <p>21 tribes to do that.</p> <p>22 So I have a hard time, I guess, from that --</p> <p>23 from that aspect of agreeing that the exemptions are</p> <p>24 based on the federal statute -- or the federal -- the</p> <p>25 federal argument. I have a more compelling reason to</p>

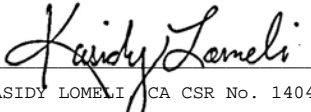
<p style="text-align: right;">Page 150</p> <p>1 understand the state argument where you're coming 2 from. But -- and -- and the fact that IHS provides 3 one-third of 194 million kind of stems to the argument 4 as well, in my mind, anyway. 5 I don't know where else I'm going with that, 6 other -- other than I just wanted to, I guess, state 7 that I -- that I'm glad that a judge is making that 8 decision, I guess, because it would be interesting to 9 see what the judge has to say. 10 UNIDENTIFIED SPEAKER: Well, the other big 11 chunk of revenue, the third-party revenues are only 12 made possible because of Norton Sound's status as a 13 tribal organization under the Indian 14 Self-Determination Act. That's the authority granted 15 to only those types of organizations by the Indian 16 Health Care Improvement Act. So there's the federal 17 nexus for that other one-third of the revenues. 18 UNIDENTIFIED SPEAKER: I understand your 19 point. 20 MAYOR HANDELAND: Okay. Then some 21 supplementary information that's just in the record. 22 We're not going to go through that. Then the -- oh, 23 okay. Then we're back to Bockman. Do we have Bockman 24 from last night that you'd request? 25 UNIDENTIFIED SPEAKER: (Indiscernible).</p>	<p style="text-align: right;">Page 152</p> <p>1 UNIDENTIFIED SPEAKER: Did the -- 2 UNIDENTIFIED SPEAKER: -- because we feel 3 supported by our findings that, yes, it would indeed 4 be a little bit higher, but... 5 UNIDENTIFIED SPEAKER: Did the appellants 6 accept that? 7 UNIDENTIFIED SPEAKER: Excuse me? 8 UNIDENTIFIED SPEAKER: Did the appellants -- 9 UNIDENTIFIED SPEAKER: The -- the 10 appellants -- 11 UNIDENTIFIED SPEAKER: They haven't 12 responded? 13 UNIDENTIFIED SPEAKER: I -- I expected the 14 appellant to be here tonight. They were advised of 15 that -- the appellant -- Ms. Bockman, whatever her 16 given name is, called to check on the meeting time, 17 and so I expected them to be here. 18 And they were advised of the finding, and 19 they didn't reject it, and... 20 UNIDENTIFIED SPEAKER: Okay. Well, thank 21 you for -- 22 UNIDENTIFIED SPEAKER: Like Forrest Gump, 23 that's all I have to say about that. 24 UNIDENTIFIED SPEAKER: Well, I appreciate 25 you taking the extra time to do the additional</p>
<p style="text-align: right;">Page 151</p> <p>1 UNIDENTIFIED SPEAKER: Do you want me to say 2 something here? 3 UNIDENTIFIED SPEAKER: The question to the 4 Assessor: Has anything been further -- 5 UNIDENTIFIED SPEAKER: Yeah. So, I guess, 6 the question is: Did you get a chance, or anybody 7 from your assistant's office get a chance to make a -- 8 UNIDENTIFIED SPEAKER: Okay. 9 UNIDENTIFIED SPEAKER: -- (indiscernible) 10 regarding the concerns -- 11 UNIDENTIFIED SPEAKER: Martin denied -- last 12 night Bockman brought up that it should be different 13 percentages of what's considered good or -- and we 14 reached out to (indiscernible). 15 I had -- my laptop won't work here, so I had 16 Martin send them an e-mail this morning by the deputy 17 clerk. And to one of our findings -- we did it two 18 ways. I did it by the book. Martin did it by the 19 electronic system. 20 And the current assessment is -- excuse me a 21 second -- is 351,600. Recalculation, taking the two 22 approaches and finding the happy medium, we come out 23 at 353,800. So we would be \$2,200 higher than what we 24 had initially come up with, and our recommendation is 25 to accept the current assessment of 351,600 --</p>	<p style="text-align: right;">Page 153</p> <p>1 calculations. 2 UNIDENTIFIED SPEAKER: It was an interesting 3 adventure of apportioning out a 74-year-old building 4 and a 4-year-old building and coming up with 5 percentages for it. 6 UNIDENTIFIED SPEAKER: Well, thank you for 7 doing it -- 8 UNIDENTIFIED SPEAKER: Thank you. 9 UNIDENTIFIED SPEAKER: -- and taking the 10 adventure. 11 MAYOR HANDELAND: Okay. So they, in their 12 appeal form, did not put another number in there. 13 They just said, "We don't agree with what the number 14 is." So I think that the motion on that with regard 15 to Bockman Tax Lot 014.11.23 (as spoken) is to affirm 16 the appraiser's valuation. 17 UNIDENTIFIED SPEAKER: Assessor's 18 valuation -- 19 MAYOR HANDELAND: Yeah. 20 UNIDENTIFIED SPEAKER: -- recommendation? 21 MAYOR HANDELAND: Yeah. 22 UNIDENTIFIED SPEAKER: Okay. I'll do that 23 now. 24 MAYOR HANDELAND: Yeah. So -- 25 UNIDENTIFIED SPEAKER: I will make the</p>

<p style="text-align: right;">Page 154</p> <p>1 motion regarding -- I'm not sure what the tax lot 2 number is. 3 MAYOR HANDELAND: 01.411.23 (as spoken). 4 UNIDENTIFIED SPEAKER: And to accept the 5 Assessor's recommendation. 6 MAYOR HANDELAND: Thank you. 7 Is there a second? 8 UNIDENTIFIED SPEAKER: Second. 9 MAYOR HANDELAND: Second. We have a motion 10 and a second. If there's not further discussion -- 11 UNIDENTIFIED SPEAKER: Sir, what was the 12 valuation that was being accepted? Was it the revised 13 valuation, or the original -- 14 (Crosstalk.) 15 MAYOR HANDELAND: The original assessment 16 was in the documentation, which is 351,600. 17 UNIDENTIFIED SPEAKER: Okay. 18 UNIDENTIFIED SPEAKER: So we've got a first 19 and second? 20 MAYOR HANDELAND: Yeah. Waiting for a roll 21 call. 22 UNIDENTIFIED SPEAKER: Member Henderson? 23 COUNCIL MEMBER HENDERSON: Yes. 24 UNIDENTIFIED SPEAKER: Member Doug Johnson? 25 COUNCIL MEMBER DOUG JOHNSON: Yes.</p>	<p style="text-align: right;">Page 156</p> <p>1 some new numbers of a total of 247,500, which was the 2 recommendation. 3 In our voting, this is the one where we had 4 a three-to-one split, and in that process, the 5 ultimate occurrence was that the -- both motions 6 failed. So although we, I think, wanted to accept the 7 Assessor's revised recommendation, we did not do so, 8 so it stayed as it originally did. 9 So I'm going to ask for reconsideration on 10 the vote on Tax Lot 001.181.22, and it needs to be 11 made by... 12 UNIDENTIFIED SPEAKER: Counsel. Counsel. 13 MAYOR HANDELAND: Yes. I believe it needs 14 to be made by you. Or who, Bryant? 15 MR. HAMMOND: It must be made by somebody 16 who was on the prevailing sides of the motion. So it 17 cannot be made by Mr. Johnson. 18 MAYOR HANDELAND: Okay. All right. 19 MR. HAMMOND: He can second it, but he can't 20 make the motion. 21 MAYOR HANDELAND: Okay. 22 UNIDENTIFIED SPEAKER: So you need a motion. 23 MAYOR HANDELAND: Would you -- would you -- 24 would you -- would you move to reconsider our -- the 25 action on 001.181.22 for Centurian?</p>
<p style="text-align: right;">Page 155</p> <p>1 UNIDENTIFIED SPEAKER: Member Mark Johnson? 2 COUNCIL MEMBER MARK JOHNSON: Yes. 3 UNIDENTIFIED SPEAKER: Member Piscoya? 4 COUNCIL MEMBER PISCOYA: Yes. 5 UNIDENTIFIED SPEAKER: Member Tapqaq? 6 COUNCIL MEMBER TAPQAQ: Yeah. 7 MAYOR HANDELAND: Okay. Thank you. 8 And then the other one that I added back was 9 Centurian, 001.181.22. That -- (pause). 10 (Background conversations.) 11 (Pause.) 12 UNIDENTIFIED SPEAKER: Mr. Chair? 13 MAYOR HANDELAND: Yep. 14 UNIDENTIFIED SPEAKER: Just to inform you, I 15 have received a text from Ryan Martinsen, and I gave 16 him the 443-6599 number, so he may be calling in. 17 MAYOR HANDELAND: Okay. 18 UNIDENTIFIED SPEAKER: Will I be able to 19 take these back to town with me? 20 UNIDENTIFIED SPEAKER: You want to take 21 those back to town? 22 MAYOR HANDELAND: Okay. Anyway, the issue 23 with regard to this was the appellant requested an 24 appeal of 98,100, a reduction of the building to 25 \$50,000. And the Assessor had actually come up with</p>	<p style="text-align: right;">Page 157</p> <p>1 UNIDENTIFIED SPEAKER: So do you need a 2 specific motion regarding the actual amount, or just a 3 motion -- 4 MAYOR HANDELAND: No. That -- that -- 5 UNIDENTIFIED SPEAKER: -- to reconsider? 6 MAYOR HANDELAND: -- will bring the -- 7 UNIDENTIFIED SPEAKER: Okay. 8 MAYOR HANDELAND: -- the item back to -- for 9 consideration. 10 UNIDENTIFIED SPEAKER: So I make the motion 11 to reconsider the appeal for Tax Lot Number... 12 MAYOR HANDELAND: 001.181.22. 13 UNIDENTIFIED SPEAKER: Second. 14 MAYOR HANDELAND: Thank you. 15 We have a motion and a second to reconsider 16 this particular item. 17 A roll call, please. 18 UNIDENTIFIED SPEAKER: Member Doug Johnson? 19 MAYOR HANDELAND: This is just bringing it 20 back to the table so we can revote, Doug. 21 COUNCIL MEMBER DOUG JOHNSON: Yes. 22 UNIDENTIFIED SPEAKER: Member Mark Johnson? 23 COUNCIL MEMBER MARK JOHNSON: Yes. 24 UNIDENTIFIED SPEAKER: Member Piscoya? 25 COUNCIL MEMBER PISCOYA: Yes.</p>

<p style="text-align: right;">Page 158</p> <p>1 UNIDENTIFIED SPEAKER: Member Tapqaq?</p> <p>2 COUNCIL MEMBER TAPQAQ: Yes.</p> <p>3 UNIDENTIFIED SPEAKER: Member Henderson?</p> <p>4 COUNCIL MEMBER HENDERSON: Yes.</p> <p>5 MAYOR HANDELAND: Thank you.</p> <p>6 Okay. This appeal is before us again. It</p> <p>7 was made by Centurian, LLC. The assessed value was</p> <p>8 set at 266,200, and after reconsideration and review</p> <p>9 with the Assessor, a new valuation has come up, and</p> <p>10 the building 20 from 218,100 originally to a revised</p> <p>11 number of 199,400. So that would reduce the -- the</p> <p>12 total assessment from 266,200 to 247,500.</p> <p>13 I'd ask for a motion to concur with the</p> <p>14 Assessor's recommendation.</p> <p>15 UNIDENTIFIED SPEAKER: I'll make a motion</p> <p>16 to -- to concur with the Assessor's recommendation.</p> <p>17 MAYOR HANDELAND: Thank you.</p> <p>18 UNIDENTIFIED SPEAKER: Second.</p> <p>19 MAYOR HANDELAND: Council Member Henderson,</p> <p>20 Council Member Piscoya, is there any discussion, just</p> <p>21 with regard to 001.181.22?</p> <p>22 A roll call, please.</p> <p>23 UNIDENTIFIED SPEAKER: Member Mark Johnson?</p> <p>24 COUNCIL MEMBER MARK JOHNSON: Yes.</p> <p>25 UNIDENTIFIED SPEAKER: Member Piscoya?</p>	<p style="text-align: right;">Page 160</p> <p>1 activities that are described as occurring there in</p> <p>2 the Operations Building I do not believe are vitally</p> <p>3 necessary to the hospital, nor are they charitable,</p> <p>4 largely for reasons that we've talked about for all of</p> <p>5 the other properties.</p> <p>6 So, yeah, for that reason, I don't believe</p> <p>7 they are exempt under AS 29.45.030(a)(3), and as well,</p> <p>8 the properties, I don't believe the federal preemption</p> <p>9 applies because of the city's interest in taxation,</p> <p>10 and (indiscernible) sovereign immunity is at issue.</p> <p>11 If you want to add to why you think the</p> <p>12 Operations Building should be exempt beyond what's</p> <p>13 already --</p> <p>14 MS. PEARSON: No. I think we've</p> <p>15 sufficiently made our case.</p> <p>16 MR. CACCIOLA: So we'll jump to some</p> <p>17 numbers. According to the additional information that</p> <p>18 was provided, the valuation of that building, the</p> <p>19 Operations Building, is 9,744,300. That is the</p> <p>20 non-exempt value of the improvements.</p> <p>21 Now, there's also land. The total assessed</p> <p>22 value of the land is 1,105,424. So to determine what</p> <p>23 portion of that should be exempt, I calculated what</p> <p>24 percentage of the full value of the improvements is</p> <p>25 represented by the Operations Building.</p>
<p style="text-align: right;">Page 159</p> <p>1 COUNCIL MEMBER PISCOYA: Yes.</p> <p>2 UNIDENTIFIED SPEAKER: Member Tapqaq?</p> <p>3 COUNCIL MEMBER TAPQAQ: Yes.</p> <p>4 UNIDENTIFIED SPEAKER: Member Henderson?</p> <p>5 COUNCIL MEMBER HENDERSON: Yes.</p> <p>6 UNIDENTIFIED SPEAKER: Member Doug Johnson?</p> <p>7 COUNCIL MEMBER DOUG JOHNSON: Yes.</p> <p>8 MAYOR HANDELAND: Thank you.</p> <p>9 Okay. That brings us, then, to the hour of</p> <p>10 10:20, and I'm getting with our legal counsel to</p> <p>11 discuss the --</p> <p>12 MR. CACCIOLA: Yeah. Before that -- so I've</p> <p>13 been able to come to a conclusion about exemption for</p> <p>14 the one that has apportion issues. Let me find in my</p> <p>15 notes which -- so it's Tax ID 0111501. It's Lot 116,</p> <p>16 Lot 1A, the hostel, Wellness Center, operations.</p> <p>17 MAYOR HANDELAND: Okay.</p> <p>18 MR. CACCIOLA: So with the additional</p> <p>19 information, it is my opinion that the hostel should</p> <p>20 be exempt, that the Wellness Center should be exempt,</p> <p>21 and that the Operations Building should not be exempt.</p> <p>22 So I'll give a brief explanation as to why I</p> <p>23 don't believe the Operations Building should be</p> <p>24 exempt, and then some numbers as to what that means.</p> <p>25 So, I mean, in short, the description of the</p>	<p style="text-align: right;">Page 161</p> <p>1 So the total value of all of the</p> <p>2 improvements is 43,278,300, with the Operations</p> <p>3 Building being 9,744,300. That's a total of</p> <p>4 22.51 percent of all of the improvement value.</p> <p>5 So I believe that the land should be exempt</p> <p>6 and non-exempt in the same ratio, which means that</p> <p>7 \$248,830 of the land is non-exempt, resulting in a</p> <p>8 full -- the full amount of the non-tax- -- it's</p> <p>9 getting late. I apologize -- the full non-exempt</p> <p>10 amount between the land and the improvements is</p> <p>11 \$9,993,130. I didn't calculate the inverse of the</p> <p>12 exempt amount, but it's whatever the remainder is.</p> <p>13 MAYOR HANDELAND: Okay. We've heard that.</p> <p>14 And do we have any questions with regard to</p> <p>15 that determination that you wish to raise to counsel</p> <p>16 for the Assessor?</p> <p>17 MR. PARDEE: This is Dan. I would just like</p> <p>18 to point out that how inconsistent that decision is</p> <p>19 with our 2022 filing and what we were exempted,</p> <p>20 specifically with the Patient Hostel.</p> <p>21 But can you repeat the number again?</p> <p>22 MR. CACCIOLA: Which -- which number?</p> <p>23 MR. PARDEE: What the exempted -- or what</p> <p>24 the total taxable value would be of that lot.</p> <p>25 MR. CACCIOLA: \$9,993,130.</p>

<p style="text-align: right;">Page 162</p> <p>1 MAYOR HANDELAND: And if we do --</p> <p>2 MR. PARDEE: Yeah. Again, I would just</p> <p>3 like -- again, I'd just like to say how inconsistent</p> <p>4 that decision is with last year. That -- that</p> <p>5 decision right there is -- it's a complete flip-flop,</p> <p>6 and it baffles me how you came up with that.</p> <p>7 MAYOR HANDELAND: Okay. Mr. Pardee, that is</p> <p>8 a recommendation that is made by the Assessor's</p> <p>9 counsel. The Board of Equalization has not considered</p> <p>10 it yet. We will be meeting to discuss all of these</p> <p>11 appeals and come up with a determination. So whether</p> <p>12 that stands or doesn't stand has not yet been</p> <p>13 determined. But I can -- I hear your frustration in</p> <p>14 your voice, and I sympathize with you.</p> <p>15 UNIDENTIFIED SPEAKER: So -- and can I just</p> <p>16 get the -- the number of the -- the total original</p> <p>17 assessed value of the entire property?</p> <p>18 UNIDENTIFIED SPEAKER: Yes, you may. It is</p> <p>19 \$44,383,700.</p> <p>20 UNIDENTIFIED SPEAKER: Okay.</p> <p>21 MAYOR HANDELAND: Okay. The --</p> <p>22 UNIDENTIFIED SPEAKER: Angie, do you have a</p> <p>23 question?</p> <p>24 MAYOR HANDELAND: What's that?</p> <p>25 UNIDENTIFIED SPEAKER: Angie had a question.</p>	<p style="text-align: right;">Page 164</p> <p>1 couple-minute break here, and then we'll -- I'm going</p> <p>2 to go and consult in the other room with the attorney,</p> <p>3 scheduling here, and then we'll come back and let you</p> <p>4 know.</p> <p>5 Brooks, I'm going to call you on your cell.</p> <p>6 MR. CHANDLER: Let me see if I've got it on,</p> <p>7 John. It's silenced.</p> <p>8 MAYOR HANDELAND: Okay.</p> <p>9 MR. CHANDLER: Yeah. Okay. Yeah. Go</p> <p>10 ahead.</p> <p>11 MAYOR HANDELAND: All right. Thank you.</p> <p>12 (Off record.)</p> <p>13 MAYOR HANDELAND: What's the possibility of</p> <p>14 people meeting at noon tomorrow?</p> <p>15 MR. CACCIOLA: I think I can do it.</p> <p>16 UNIDENTIFIED SPEAKER: I can do that.</p> <p>17 UNIDENTIFIED SPEAKER: I just unmuted right</p> <p>18 after you asked for the meeting at noon.</p> <p>19 MAYOR HANDELAND: Yeah. Oh, I'm -- oh --</p> <p>20 UNIDENTIFIED SPEAKER: They're -- they're</p> <p>21 all muted.</p> <p>22 MAYOR HANDELAND: Oh, okay.</p> <p>23 Sorry. We're back on -- we're back on here.</p> <p>24 Talking with counsel, we're thinking that we</p> <p>25 need to put -- re- -- reconvene tomorrow, meaning we</p>
<p style="text-align: right;">Page 163</p> <p>1 MS. GORN: Sorry. I --</p> <p>2 MAYOR HANDELAND: Oh, I'm sorry.</p> <p>3 MS. GORN: -- just wanted to reiterate that</p> <p>4 that warehouse -- so it does still house an ambulance,</p> <p>5 and we do about 365 medevacs a year, and we do our own</p> <p>6 transports for patients. And so we do house that</p> <p>7 ambulance in that building.</p> <p>8 And the water testing, we are actively</p> <p>9 testing water for all of our communities now. I don't</p> <p>10 know if Nome -- the City of Nome is using it --</p> <p>11 UNIDENTIFIED SPEAKER: Yep. We are.</p> <p>12 MS. GORN: -- so it's providing a service,</p> <p>13 and it helps you not have to send those samples out.</p> <p>14 So there is more than just maintenance staff</p> <p>15 in that facility and storage. I just wanted to share</p> <p>16 those two pieces. Thank you.</p> <p>17 UNIDENTIFIED SPEAKER: Mm-hmm.</p> <p>18 MAYOR HANDELAND: Thank you.</p> <p>19 UNIDENTIFIED SPEAKER: Just for</p> <p>20 clarification, that's in the Operations Building,</p> <p>21 or -- okay.</p> <p>22 MS. GORN: Yes.</p> <p>23 UNIDENTIFIED SPEAKER: Okay.</p> <p>24 MS. GORN: Yeah.</p> <p>25 MAYOR HANDELAND: Okay. Let's take just a</p>	<p style="text-align: right;">Page 165</p> <p>1 might lose some people if we do it at 5:30. We were</p> <p>2 wondering if we could get a quorum of folks at noon.</p> <p>3 For those of you on the phone, do you think</p> <p>4 that that could work, Doug and Sig?</p> <p>5 COUNCIL MEMBER TAPQAQ: Yeah, I can join at</p> <p>6 noon.</p> <p>7 MAYOR HANDELAND: Okay.</p> <p>8 COUNCIL MEMBER DOUG JOHNSON: Yeah. Maybe.</p> <p>9 (Simultaneous laughter.)</p> <p>10 COUNCIL MEMBER DOUG JOHNSON: Sorry I can't</p> <p>11 come in at lunchtime.</p> <p>12 MAYOR HANDELAND: Okay.</p> <p>13 COUNCIL MEMBER DOUG JOHNSON: I'll try.</p> <p>14 MAYOR HANDELAND: Okay. Well, try your --</p> <p>15 try your darndest, because one -- yeah, we -- we</p> <p>16 need -- we -- we need you.</p> <p>17 If --</p> <p>18 UNIDENTIFIED SPEAKER: Or 1:00, if --</p> <p>19 MAYOR HANDELAND: Or 1:00? I mean, could we</p> <p>20 do 1:00?</p> <p>21 COUNCIL MEMBER DOUG JOHNSON:</p> <p>22 (Indiscernible).</p> <p>23 UNIDENTIFIED SPEAKER: What's that?</p> <p>24 COUNCIL MEMBER DOUG JOHNSON: I might be</p> <p>25 (indiscernible).</p>

NSHC vs CITY OF NOME
Nome City Council Meeting - Excerpt on 06/01/2023

<p style="text-align: right;">Page 166</p> <p>1 (Crosstalk.)</p> <p>2 MAYOR HANDELAND: Okay. You'll be</p> <p>3 (indiscernible) by then. Okay. Let's hope that you</p> <p>4 can be there by noon.</p> <p>5 COUNCIL MEMBER DOUG JOHNSON: So you want to</p> <p>6 do -- you want to do noon, then?</p> <p>7 MAYOR HANDELAND: Do noon. Yep. Yep.</p> <p>8 COUNCIL MEMBER DOUG JOHNSON: All right.</p> <p>9 MAYOR HANDELAND: All right. Well, we will</p> <p>10 go ahead, then, and recess the Board of Equalization</p> <p>11 and reconvene at 12 noon on Friday, June 2nd.</p> <p>12 Thank you all for your time this evening,</p> <p>13 and hopefully we can get through and make some</p> <p>14 decisions tomorrow so that we're not -- last year, I</p> <p>15 think it took us a week to come up with our stuff.</p> <p>16 We're going to try to get it going a little sooner.</p> <p>17 MS. PEARSON: So just a question. So this</p> <p>18 is for your meeting, or would you -- should I change</p> <p>19 my plans to --</p> <p>20 MAYOR HANDELAND: No. I mean -- I mean,</p> <p>21 essentially, we're going to come up with our</p> <p>22 decisions, and, you know, provide the documentation of</p> <p>23 it. But that will be the final vote on it. So it's</p> <p>24 simply providing our determination to you, and then</p> <p>25 it's to you to determine what your next steps may or</p>	<p style="text-align: right;">Page 168</p> <p>1 TRANSCRIBER'S CERTIFICATE</p> <p>2</p> <p>3 I, Kasidy Lomeli, hereby certify that the</p> <p>4 foregoing pages numbered 1 through 167 are a true,</p> <p>5 accurate, and complete transcript of the proceedings</p> <p>6 transcribed by me from a copy of the electronic sound</p> <p>7 recording to the best of my knowledge and ability.</p> <p>8 I further certify that I am a disinterested</p> <p>9 party to said action.</p> <p>10</p> <p>11</p> <p>12</p> <p>13 January 24, 2024 </p> <p>14 KASIDY LOMELEI CA CSR No. 14046</p> <p>15 My Commission Expires 8/25/2024</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 167</p> <p>1 may not --</p> <p>2 MS. PEARSON: Oh, okay. So I'm not --</p> <p>3 you're not --</p> <p>4 MAYOR HANDELAND: Yeah.</p> <p>5 MS. PEARSON: -- needing me here?</p> <p>6 MAYOR HANDELAND: Yeah.</p> <p>7 MS. PEARSON: Okay.</p> <p>8 MAYOR HANDELAND: It's just going to be for</p> <p>9 deliberations, to --</p> <p>10 MS. PEARSON: Okay.</p> <p>11 MAYOR HANDELAND: -- deliberate with --</p> <p>12 MS. PEARSON: Thank you. Thank you.</p> <p>13 MAYOR HANDELAND: Yeah.</p> <p>14 MS. PEARSON: It was nice meeting you.</p> <p>15 MAYOR HANDELAND: Yeah. Nice -- nice</p> <p>16 meeting you, and --</p> <p>17 MS. PEARSON: Thank you.</p> <p>18 MAYOR HANDELAND: -- come -- come -- come</p> <p>19 and see us sometime when we're not in an --</p> <p>20 MS. PEARSON: I know. Yes.</p> <p>21 MAYOR HANDELAND: We -- we hate meeting in</p> <p>22 these, but --</p> <p>23 04:58:22</p> <p>24 (End of recording.)</p> <p>25 -o0o-</p>	



P.O. BOX 966
NOME, ALASKA 99762
(907) 443-3311

NORTON SOUND HEALTH CORPORATION

Norton Sound Health Corporation

RESOLUTION # 2010-16 Services for Non-Eligible Individuals

WHEREAS, the Norton Sound Health Corporation (NSHC) is a tribal organization that is a Co-Signer of the Alaska Tribal Health Compact (ATHC) and has negotiated a Funding Agreement (FA) with the Indian Health Service (IHS) under Title V of the Self-Determination Education and Assistance Act (ISDEAA); and

WHEREAS, the ATHC authorizes Co-Signers to provide services to non-eligible individuals provided Section 813 of the Indian Health Care Improvement Act (IHCIA) is complied with (See ATHC Article III, Section 4), and Section 813, as amended at 25 U.S.C. § 1680c(c)(2), provides that a tribe or tribal organization which operates a health facility under an ISDEAA agreement may make its own determination whether to provide health services to persons not otherwise eligible (i.e. non-beneficiaries) to receive IHS-funded health services; and

WHEREAS, NSHC is authorized to determine whether it will provide health services under its IHS-funded programs to persons who are not eligible beneficiaries under federal law, provided that NSHC gives consideration to whether the provision of such services will result in a denial or diminution of health services to eligible beneficiaries; and

WHEREAS, NSHC has determined that the provision of health services on a fee-for-service basis to non-beneficiaries, in an amount not less than the actual costs of providing such services, will not result in a denial or diminution of health services to beneficiaries; and

NOW THEREFORE, BE IT RESOLVED, that NSHC has decided to extend all available health services under the ATHC and its FAs to non-beneficiaries on a fee-for-service basis; and

BE IT FURTHER RESOLVED, that whenever significant evidence is presented to NSHC Board of Directors that services to non-eligible, non-beneficiaries have resulted in a denial or diminution of health services to beneficiaries, NSHC may suspend the delivery of such services to non-beneficiaries.

DATED this 25 day of June, 2010.

CERTIFICATION

The above Resolution was passed at a regular meeting of the Norton Sound Health Corporation Executive Board held on this 25 day of June, 2010 at Nome, Alaska at which a quorum was present. 8 FOR, 0 AGAINST, 0 ABSTAIN.

Attest: [Signature]
Emily Hughes, Board Chair

Attest: [Signature]
Berda Willson, Board Secretary

"Serving the communities of: Brevig Mission, Council, Diomedea, Elm, Gambell, Golovin, King Island, Koyuk, Mary's Igloo, Nome, St. Michael, Savoonga, Shaktiwellk, Shishmaref, Solomon, Stebbins, Teller, Unalakleet, Wales, White Mountain"



**NORTON SOUND
HEALTH CORPORATION**


*Providing quality health services and promoting
wellness within our people and environment.*

CORPORATE HOUSING RESPONSIBILITIES

By signing, I understand and agree to the following Corporate Housing terms:

- Housing is provided to me for the first 30-days at no cost but is considered taxable income.
- After the first 30-days, I will be charged at full actual cost for the unit I am in. These costs will include rent, electric, water/sewer, cable, and internet.
- Although housing past the first 30-days is extended to me, I understand that I must actively pursue alternative housing for myself outside of NSHC-leased units.
- My personal belongings **must** be removed from the premises when housing is vacated. NSHC is not responsible for items left behind and I may be charged for the expenses associated with the removal of my abandoned property.
- I understand that if I vacate the unit for any reason, whether by termination, suspension or resignation, NSHC has the right to enter the unit and remove any personal property left by myself. NSHC also holds the right to dispose of said property following a 30-day warning to be issued to me at my last known address.
- I am responsible for reporting any leave of absences to my manager and the Housing Manager. If not reported timely, I will be charged for the damage incurred as a result of frozen pipes or other issues that might arise due to my unit being vacated for an extended period of time.
- I agree to follow the NSHC Pet Policy, which requires Administrative Approval and has limited availability which depends on vacancies in units that allow pets.
- I will not cause damage to corporate housing properties. If damage is assessed, I will be responsible for all costs associated.
- I understand that I may be assigned a roommate while in corporate housing. I agree to be cooperative and courteous as needed with all shared living spaces.
- I understand that excessive alcohol use within NSHC leased properties is prohibited.
- I understand that smoking, including the use of marijuana, within NSHC leased properties is strictly prohibited.
- I will follow all complex parking lot rules associated with the unit I occupy.
- I will be mindful of excess waste disposal to avoid any tampering that may cause disruption of trash collection services.

Print Name: Marla Mayberry

Employee Signature: 

Title: NCH Referral Coordinator

Date: 01/30/23

Print Name: Mandy Ellanna

NSHC Rep Signature: 

Title: REVM

Date: 1/16/23

T. 907.443.3311 | F. 907.443.2113 | P.O. BOX 966, NOME, ALASKA 99762-0966 | www.nortonsoundhealth.org

**BREVIC MISSION | COUNCIL | DIOMEDE | ELIM | GAMBELL | GOLOVIN | KING ISLAND | KOYUK | MARY'S IGLOO | NOME | ST. MICHAEL
SAVOONGA | SHAKTOOLIK | SHISHMAREF | SOLOMON | STEBBINS | TELLER | UNALAKLEET | WALES | WHITE MOUNTAIN**

AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE, FEES IN

This Agreement for Temporary Healthcare Professional Coverage, Fees In ("Agreement") by and between Norton Sound Health Corporation ("Client"), with its principal place of business located at 1000 Greg Kruschek Ave., Nome, AK 99762, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 7259 South Bingham Junction Blvd., Midvale, UT 84047 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of October 26, 2022 ("Effective Date").

Section A, Intent of Agreement

CompHealth is a temporary **advance practice** healthcare professional staffing company. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth may present healthcare professionals ("Provider(s)") to provide clinical services to Client and those worksites as directed by Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of said Provider, the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations are deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services hereunder, the dates and location of the Assignment, and deviations to this Agreement for the related Assignment, if any. In the event that a range of Fees is specified in Section D below, then the Confirmation will also include the actual Fee applicable for that Assignment. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than two (2) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider. CompHealth's failure to send a Confirmation or any incorrect, incomplete or delayed Confirmations will not create a right of cancellation. If any changes or additional arrangements are made to/for an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes or additional arrangements. Confirmation last in time shall be binding.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage hereunder to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth hereunder will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Providers to promptly complete chart documentation. Client shall furnish Provider with orientation to Client's charting processes at the start of an Assignment and furnish Provider adequate time to complete charting during the Assignment. Client shall promptly inform CompHealth if any medical records are incomplete to allow CompHealth the opportunity to resolve the issue prior to the Provider's departure from the Assignment. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the annual aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. Client agrees that it will not request Provider to furnish administrative services under this Agreement. Administrative services are defined as anything that is outside the scope of actual delivery of healthcare services directly to a patient (including, but not limited to, planning, organizing, directing and controlling business operations).

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client**C.1 Client to Notify of Acceptability of Providers**

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

C.3 Travel and Housing Arrangements

Unless otherwise specified in the Confirmation, for each Assignment CompHealth shall make arrangements for and provide: a) reasonable living accommodations to include standard amenities (standard amenities includes basic cable television, if available, utilities and local telephone service); b) reasonable round trip transportation to and from the Assignment, **the exact cost of the flight shall be billed to Client**; and c) reimbursement for mileage at the then-current IRS per-mile rate in cases where Provider uses his or her personal automobile ("Travel and Housing"). **Neither Client nor CompHealth shall provide a rental car for the Provider.** Client agrees to reimburse CompHealth for the **actual and exact** cost of Travel and Housing. The Parties may agree on a per Assignment basis that Client shall make arrangements for and provide Travel and Housing at its cost (except that in all cases Client shall reimburse CompHealth for mileage when Provider uses his or her own personal automobile). Agreements for Client to provide Travel and Housing shall be stated in the Confirmation for the related Assignment. Notwithstanding the foregoing, Client shall have no liability for reimbursement of Travel and Housing expenses in cases where the parties have agreed to an all-inclusive Fee, which agreement shall be stated in the Confirmation for the related Assignment. In cases where the Parties have agreed upon an all-inclusive Fee, Client shall remain liable for Costs as defined in Section E.1 below in circumstances of cancellation where Costs may be assessed pursuant to Section E generally.

C.4 Practice Standards

Client shall comply with all applicable Joint Commission standards (if so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, regulations and Joint Commission standards if Client is so accredited. It is Client's responsibility to inform Providers of Client policies and procedures including Joint Commission standards, if so accredited.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. If Client is itself a staffing company or group that provides medical coverage to facilities, Client agrees to require its clients to agree to promptly notify Client and CompHealth of any incidents or claims which may give rise to a claim under CompHealth's professional liability policy of insurance. Client understands and agrees that failure to report an incident may

result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

C.8 Telemedicine

If Client requests that Provider perform remote diagnosis and treatment of patients by means of telecommunications technology ("Telemedicine Services"), Client understands and agrees that: (i) CompHealth's professional liability insurance coverage specifically excludes Client-provided/approved and Provider-provided telemedicine equipment or software – such professional liability insurance covers medical malpractice only; (ii) Client will provide adequate and appropriate training in the use of telemedicine equipment and software at Client's cost; (iii) Client shall ensure that informed consent is obtained from all patients for the treatment of such patients via telemedicine equipment or software; and (iv) Client shall ensure that adequate and reasonable precautions are taken to ensure its provided or approved telemedicine equipment or software is secure against privacy and security risks, including adhering to the applicable HIPAA Security Rule, as required.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified below ("Fee Schedule"):

Daily: \$1065.00, 7 days per week
Daily: \$250.00, on-call days only

Per diems paid to Providers may be included in the definition of Fees and shall be reimbursed by Client if so indicated in the Confirmation. If a range of Fees is specified above, then the Confirmation shall list the actual Fee applicable to the Assignment. If Client requests a Provider whose specialty is not listed in the Fee Schedule, the Fees for the Provider Coverage shall be specified in the Confirmation for that Assignment or the Fee Schedule may be immediately updated in writing by CompHealth to add the new specialty(ies) requested by Client. Fees may be amended by CompHealth from time to time to reflect current market rates with thirty (30) days advance written notice to Client except that such Fee adjustments shall be applicable only to Assignments requested subsequent to the date of such written notice and no Fee adjustment shall be applicable to any Assignment in process at the time such notice is given unless the Parties so agree.

D.2 Security Deposit

CompHealth reserves the right to require a security deposit to be held during the term of each Assignment if, in its sole discretion, Client's credit and payment history warrant doing so. Upon termination of each Assignment, CompHealth shall apply the security deposit towards Fees and/or Travel and Housing costs related to such Assignment and refund any remaining balance.

D.3 Invoicing

Fees are invoiced weekly. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Fees are determined based upon Provider's work record. Invoices will include Travel and Housing charges incurred, if applicable, and other charges agreed upon in the Confirmation, if any. It is understood that Travel and Housing charges may not appear on invoices immediately after the charges have been incurred and will instead appear when CompHealth is billed for these charges by its vendors. Client will not be billed for Travel and Housing for all-inclusive Assignments. Payment for each one-week period is due within fifteen (15) days after the date of invoice. In the event Client learns or believes that it has made an overpayment to CompHealth on any prior invoice or overpayment of any other prior obligation, Client agrees that it shall only seek reimbursement from CompHealth for any established and proven overpayment.

that occurred within the six (6) months preceding the date that Client notified CompHealth of any alleged overpayments to CompHealth.

D.4 Holiday Premium

In addition to the Fees set forth in the Fee Schedule, Client agrees to pay a premium of one-half of the daily or hourly rate as established by the Fee Schedule ("Premium") for **New Year's Day, Independence Day, Thanksgiving Day and Christmas Day ("Holiday(s)")**.

D.5 Minimum Workweek

CompHealth requires that a minimum of forty (40) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.).

D.6 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received and related Travel and Housing costs, if any. In that instance, Fees shall be charged as follows: a) as listed in the Fee Schedule above; or b) if the Fee Schedule specifies a range of Fees, the lowest Fee in the range shall apply; or c) if the applicable specialty is not covered by the Fee Schedule, the current market rate as reasonably determined by CompHealth shall apply.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs") or from Provider Coverage actually performed. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs that may result from cancellation as described in this Section E.1. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement or any Assignment with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's involvement in any bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization, indebtedness or the like, failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement or any Assignment with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for a period of one (1) year. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") until terminated in accordance with Section E.3 above. "Initial Term" and "Renewal Term" may be used in this Agreement interchangeably with "Term".

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves

the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in Client's reasonable discretion, there is no risk of patient endangerment. Neither CompHealth nor Client will remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Unless prohibited by law, Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee ("Recruitment Fee") in the amount of 30% of first year annual compensation package per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The decision to offer a Provider Work hereunder shall exclusively be Client's or the third party's, as applicable, and CompHealth shall bear no liability for Client's or a third party's hiring decision. If a Confirmation was never appropriate due to the fact that Client rejected a presented Provider as a candidate to provide Provider Coverage or should CompHealth fail to list a Recruitment Fee in a Confirmation, the Recruitment Fee shall be the current market rate as reasonably determined by CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within forty-eight (48) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. Fees shall be assessed for Provider Coverage up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider except for Client's obligation to reimburse CompHealth for outstanding Travel and Housing, if any.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

Section G, Standards of Service

G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include for CompHealth the Providers and for Client its providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

To the extent that Client may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by CompHealth. Specifically, the Parties acknowledge that under HIPAA, Providers provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for CompHealth to provide Providers as part of Client's temporary workforce and CompHealth will not request

or receive PHI from Client without appropriate legal authority. In the event the Parties determine CompHealth is deemed to be a business associate, the Parties shall enter into a separate mutually agreed upon business associate agreement.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the screening process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred in connection with collection efforts to enforce this Agreement. Client agrees to pay interest at a rate of 1.5 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

H.2 Patient Compensation Funds

Client agrees to reimburse CompHealth for the amounts assessed against CompHealth in connection with enrollment in state patient compensation or medical professional liability funds when Provider Coverage is furnished in a state with such funds and the fund is applicable to Provider's specialty.

H.3 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. The Fee Schedule may be amended by CompHealth unilaterally pursuant to Section D.1 and such amendment shall not require Client's signature. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.4 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.5 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake City, Utah.

H.6 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement.

The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.7 Counterparts; Facsimile or Electronic Signature Deemed Original

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement through the use of an electronic process adopted by a Party with the intent to execute this Agreement (i.e., electronic signature) or signature transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

H.8 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.9 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected.

H.10 Limitation of Liability

In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Sections C.6 and E.1 shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

H.11 Additional Terms or Purchase Orders

The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing Agreement for Temporary Healthcare Professional Coverage, Fees In. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

NORTON SOUND HEALTH CORPORATION

By: CM/BAG

Title: CEO

Date: 11/18/22

Printed Name: A. GORN

920041488

Federal Tax I.D. #

COMPHEALTH MEDICAL STAFFING

By: Ashley Cruz

Title: Compliance Manager

Date: Nov 21, 2022

Printed Name: Ashley Cruz

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