

Mayor
John K. Handeland

Manager
Glenn Steckman

Deputy Clerk
Jeremy Jacobson



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

NOME COMMON COUNCIL
WORK SESSION & REGULAR MEETING AGENDA
MONDAY, JANUARY 08, 2024 at 5:30 PM / 7:00 PM
COUNCIL CHAMBERS IN CITY HALL

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

WORK SESSION - 5:30 PM

- [A.](#) Ambulance Discussion,
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ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [A.](#) December 4, 2023 Nome Common Council Special Meeting Minutes,
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COMMUNICATIONS

- [A.](#) FAQ - Cell Towers, 5g and RF Waves,
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- [B.](#) Letter from Michael Powers of Atlas Towers to City of Nome re: RF Safety Issues and Human Health,
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- [C.](#) Letter of October 2, 2023 from State of Alaska: Division of Community and Regional Affairs to City of Nome re: FY 2024 Shared Fisheries Business Tax Program,
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- [D.](#) Letter of December 15, 2023 from NSHC CEO Angie Gorn to Glenn Steckman, City Manager of Nome re: Termination of MOA for Nome Volunteer Ambulance Department Services,
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- [E.](#) Article of January 4, 2024 KTUU News re: Assembly, police chief discuss concerns with potential marijuana code changes,
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CITIZEN'S COMMENTS

UNFINISHED BUSINESS

- [A.](#) O-23-11-03 An Ordinance Authorizing the Disposal of Municipal Property by Lease to Atlas Tower 1, LLC, **SECOND READING/PUBLIC HEARING/FINAL PASSAGE**,
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NEW BUSINESS

- [A.](#) O-24-01-01 An Ordinance Amending the Chapter 3.25 of the Nome Code of Ordinances with the Addition of A New Section 3.25.040 Prohibiting Drive-Through and Curbside Sale of Age-Restricted Products,
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- [B.](#) R-24-01-01 A Resolution Certifying that the Municipality did Suffer Significant Effects During the Program Base Year from Fisheries Business Activities that Occurred within the FMA 11: Norton Sound Fisheries Management Area,
PAGE 51
- [C.](#) R-24-01-02 A Resolution of the Nome Common Council Providing for the Determination by Lot of Five Lapsed / Revoked Taxicab Licenses,
PAGE 52
- [D.](#) R-24-01-03 A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547 THROUGH DECEMBER 31, 2024,
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- [E.](#) R-24-01-04 A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE INTERNATINAL UNION OF OPERATING ENGINEERS LOCAL 302 THROUGH DECEMBER 31, 2024,
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- [E.](#) R-24-01-05 A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE ALASKA PUBLIC EMPLOYEES ASSOCIATION / AMERICAN FEDERATION OF TEACHERS LOCAL 6138 THROUGH DECEMBER 31, 2024,
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- [G.](#) R-24-01-06 A Resolution of the Nome Common Council Providing for the Retention of the Nome Volunteer Ambulance Department,
PAGE 59
- [H.](#) R-24-01-07 A Resolution of the Nome Common Council Relinquishing the Nome Volunteer Ambulance Department,
PAGE 60
- [L.](#) R-24-01-08 A Resolution of the Nome Common Council Directing the City Manager to Work with the State of Alaska and the Alaska Housing Finance Corporation on the \$5,000,000 Awarded to the City of Nome for "Attainable Housing" for Professional Employee Housing and Affordable Housing,
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UTILITY MANAGER'S REPORT

- [A.](#) Activity Report: December 12, 2023 to January 5, 2024,
VERBAL

CITY MANAGER'S REPORT

- [A.](#) Activity Report: December 12, 2023 to January 5, 2024,

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CITIZEN'S COMMENTS

COUNCIL MEMBER'S COMMENTS

MAYOR'S COMMENTS AND REPORT

- A. Activity Report: December 12, 2023 to January 5, 2024,

VERBAL

EXECUTIVE SESSION

- A. Discussion of Personnel, Legal, and Financial Matters the Immediate Knowledge of Which May Have Adverse Impacts on City of Nome Finances,

VERBAL

ADJOURNMENT



**NORTON SOUND
HEALTH CORPORATION**

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

December 15, 2023

City of Nome
Attn: Glenn Steckman, City Manager
Sent Via Email: GSteckman@nomealaska.org

Dear Glenn,

Please accept this as NSHC’s 60-day notice to terminate the existing Memorandum of Agreement (MOA) for Nome Volunteer Ambulance Department (NVAD) Services. As you know, NSHC has provided in-kind medical leadership for the program for many years. NSHC became aware of concerns from community members regarding untimely ambulance responses in the fall of 2019 and addressed those concerns with a letter to the council on October 7, 2019. Despite continued community member concerns and comments about untimely or lack of emergency response, the City of Nome has not made any changes other than to ask NSHC to provide more resources. This has been more than a four-year conversation between organizations and the discussions are not going anywhere.

In addition to providing a Medical Director for NVAD at no cost, NSHC provides all supplies, medications, and oxygen at no cost. These items are not charged against any grant that NSHC receives. We have provided a \$25/per run-volunteer appreciation stipend and donate \$10,000 annually to contribute to your vehicle maintenance. In 2007 and 2012, NSHC contributed matching funds to help the City of Nome purchase new ambulances. These were out-of-pocket contributions by NSHC. These matches were made to support a grant that NSHC authored and reported out on to secure CODE Blue and USDA funding to fund remaining portions of these City-of-Nome acquired ambulances.

In summary, NSHC provided the following for NVAD Operations from FY21-FY23:

- \$101,003- Cash payments/donations made (appreciation fees paid, annual maintenance contribution, and tribal member ambulance bills paid)
- \$77,299- In-kind donations of medical supplies and medications (no including Medical Director fees or oxygen)
- **Total FY21-FY23: \$178,302 (average of \$89,151/year, not including in-kind Medical Director Fees or oxygen supply)**

Additionally, NSHC donated \$40,000 to match the \$114,254 from USDA so the City of Nome could purchase your 2007 ambulance and donated \$67,928.50 to match \$45,000 from Code Blue funding so the City of Nome could purchase your 2012 ambulance.

As noted above, NSHC has demonstrated its commitment to partner with you to deliver a quality community ambulance program. Unfortunately, this situation has not improved and the concerns brought forward have been dismissed as not valid. The first step is to recognize there is a problem and that changes need to be made. NSHC respectfully withdraws from this partnership.

NSHC will send a communication to our tribes to explain the reason behind its decision to terminate the MOA and to explain how to use NSHC's purchased and referred care program to assist with ambulance bills that come from the City of Nome. Additionally, NSHC will staff up a team of emergency responders to meet the needs of the region.

Sincerely,



Angie Gorn, CEO

FY2024 Proposed Budget Amendment / F25 Proposed Budget		General Fund		F21 Actuals	F22 Actuals	F23 Actuals	F24 YTD Actuals @ 12.31.23	O-23-06-01 F24 Approved Budget	Budget Adjustment	F24 Proposed Amended Budget	F25 Proposed Budget	Budget Notes
Nome Volunteer Ambulance Department												
Revenue:												
11.3342.0005	Ambulance Fees	412,293.43	248,537.94	342,219.17	181,312.45	360,000.00	(20,000.00)	340,000.00	510,000.00	F24: \$237,000 Amb Fees, \$103,000 F22 SEMT / F25: \$375,000 Amb Fees, \$135,000 F23 SEMT Estimated		
11.3342.0006	Ambulance Fee Adjustments	(173,580.33)	(141,468.29)	(104,018.46)	(31,046.47)	(125,000.00)	25,000.00	(100,000.00)	(150,000.00)			
11.3365.0014	Donations - EMS	30,811.00	30,500.00	16,736.00	1,450.00	30,000.00	(25,000.00)	5,000.00				
Revenue Subtotal:		269,524.10	137,569.65	254,936.71	151,715.98	265,000.00	(20,000.00)	245,000.00	360,000.00			
Expense:												
11.6325.1101	Salaries - Ambulance	52,522.16	101,959.46	110,200.20	63,695.98	135,931.17	120,787.25	256,718.42	424,038.00	2 ESTs, 1 ESA PT, 1 FT EST Summer Temp; 1 FT Paramedic 30 Hours Per Week Start Date 09.18.23, Add 3 FT EST II Start Date 02.01.24		
11.6325.1201	Salaries - Overtime	4,255.16	8,737.80	18,897.37	13,543.65	2,500.00	20,000.00	22,500.00	15,000.00			
11.6325.1301	Ambulance Chief Stipend	4,000.00	6,000.00	6,000.00	3,000.00	6,000.00		6,000.00	6,000.00			
11.6325.1411	Accrued Personal Leave - Amb	6,458.48	-	-	-	1,458.59		1,458.59	3,766.10			
11.6325.1421	Health Insurance - Amb	948.57	13,869.38	20,306.87	10,120.44	22,082.39	50,521.05	72,603.44	126,765.59			
11.6325.1431	Life Insurance - Amb	35.55	186.66	228.21	129.25	224.25	284.50	508.75	759.00			
11.6325.1441	FICA/Medicare - Amb	5,211.89	8,927.36	10,342.72	6,138.32	11,048.98	12,529.77	21,819.21	34,045.41			
11.6325.1461	PERS - Amb	9,539.76	30,382.61	31,442.22	14,127.93	27,313.92	32,501.01	59,814.93	93,439.06			
11.6325.1471	Workers' Comp Insurance - Amb	2,119.48	295.95	472.84	418.85	418.85	408.28	827.13	1,290.60			
Subtotal Salaries & Benefits:		85,091.05	170,359.22	197,890.43	111,174.42	206,978.15	237,031.86	444,010.01	705,103.76			
11.6325.1520	Vehicle/Boat Insurance	8,005.00	7,434.00	7,225.00	4,518.00	4,518.00		4,518.00	4,969.80			
11.6325.1530	Property/Building Insurance	3,661.20	4,699.89	5,683.50	7,432.56	7,432.56		7,432.56	8,175.82			
11.6325.1830	Legal Services	-	-	-	-	300.00		300.00	300.00			
11.6325.1870	Other Professional/Contract Sv	16,903.48	11,642.67	12,927.26	9,756.85	30,000.00		30,000.00	30,000.00	Systems Design West \$ 20k, Trainers to Nome \$10k		
11.6325.1910	Volunteer Incentives	43,767.50	21,015.00	17,445.00	8,350.00	40,000.00	(15,000.00)	25,000.00	25,000.00	Volunteer Electricity Credits - Applied through NJUS Oct-Mar \$9000 / NVAD \$30 (500 Runs = \$15,000)		
11.6325.1940	Advertising	-	-	1,156.00	107.10	1,000.00	250.00	1,250.00	1,250.00			
11.6325.2010	Communications	1,927.03	1,981.05	5,344.70	583.45	2,050.00		2,050.00	2,050.00	Fastwyre \$1100, NJUS Phone/Net \$600, AT&T Cell Svcs \$450		
11.6325.2012	Computer Network/Hardware/Soft	608.24	8,939.38	3,886.68	2,763.47	2,700.00	1,300.00	4,000.00	4,000.00	Smartnet Renew \$124, Image Trend \$451, MSDS Online \$90, Radio Lcns Renewal \$1167, IAMResponding Software \$860		
11.6325.2030	Travel, Training & Related Cost	3,741.50	2,379.96	12,693.25	4,457.09	10,000.00		10,000.00	15,000.00	Travel to EMS Symposium ANC, FAI		
11.6325.2040	Uniform/Clothing	63.72	-	2,104.23	-	500.00	2,000.00	2,500.00	2,500.00			
11.6325.2070	Office Supplies	155.62	56.90	18.47	-	250.00		250.00	250.00			
11.6325.2071	Operating Supplies	1,201.30	1,676.92	2,149.60	1,302.44	1,500.00	1,000.00	2,500.00	2,500.00			
11.6325.2072	Medical Supplies	-	-	-	-	-	15,000.00	15,000.00	30,000.00			
11.6325.3040	Emergency Preparedness	-	-	-	-	-	-	-	-			
11.6325.4010	Gas & Oil Supplies	3,368.02	3,170.91	4,813.95	1,402.41	4,000.00	2,000.00	6,000.00	6,000.00			
11.6325.4020	Vehicle/Boat/Eq Parts & Supply	3,814.90	1,126.05	2,934.06	2,880.45	4,000.00	2,000.00	6,000.00	6,000.00			
11.6325.4030	Vehicle/Boat/Eq Maintenance	5,180.50	3,862.50	-	-	8,000.00	(5,000.00)	3,000.00	3,000.00			
11.6325.4040	Vehicle/Boat Regis & Permits	20.00	40.00	20.00	398.00	50.00	400.00	450.00	50.00			
11.6325.4050	Small Tools & Equipment	1,723.80	2,872.07	3,395.93	7,331.45	10,000.00		10,000.00	10,000.00			
11.6325.4060	Tools & Eq Repair & Maint	102.64	453.01	-	-	7,500.00	(3,500.00)	4,000.00	4,000.00			
11.6325.7005	Building Maint Contracts	328.38	232.20	1,960.34	1,158.84	1,000.00	350.00	1,350.00	1,350.00	Trane \$1100, Yukon Fire \$250		
11.6325.7010	Bldg Maint Materials & Supply	1,549.13	5,422.90	3,451.81	3,751.33	4,000.00	3,000.00	7,000.00	5,000.00	Bifold Bay Doors 1 thru 6		
11.6325.7011	Janitorial Services & Supplies	237.67	-	-	-	250.00		250.00	250.00			
11.6325.7021	Utilities - Electric 27%	15,165.98	15,270.82	16,773.34	5,214.67	16,500.00	(2,500.00)	14,000.00	14,000.00			
11.6325.7022	Utilities - Water 27%	909.87	900.92	897.39	373.86	900.00		900.00	900.00			
11.6325.7023	Utilities - Sewer 27%	163.35	-	-	-	200.00		200.00	200.00			
11.6325.7024	Utilities - Garbage 27%	811.82	806.30	845.21	347.87	850.00		850.00	850.00			
11.6325.7025	Utilities - Heat 27%	8,007.30	9,984.53	18,471.55	3,359.11	14,316.48	865.00	15,181.48	15,181.48	12,250 gal		
11.6325.7550	Bad Debt	38,640.48	18,695.05	2,122.50	2,100.50	20,000.00		20,000.00	20,000.00			
11.6325.8030	Machinery & Equipment	1,174.90	1,125.10	-	-	5,000.00		5,000.00	5,000.00	Placeholder		
Total NVAD:		246,324.38	294,147.35	324,210.20	178,763.87	403,795.19	239,196.86	642,992.05	922,880.86			
Revenue Surplus / (Revenue Deficit):		23,199.72	(156,577.70)	(69,273.49)	(27,047.89)	(138,795.19)	(259,196.86)	(397,992.05)	(562,880.86)	*F25 Estimated SEMT Reimb \$375,000 based on 80% Medicaid Rate / 2 Year Lag on Reimbursement		

<u>General Fund</u>		F11	F12	F13	F14	F15
Ambulance Revenue:						
11.3342.0005	Amb Fees	273,334.33	259,376.26	326,809.60	305,178.24	334,746.13
11.3342.0006	Fee Adjustments			10,000.00		
11.3365.0014	Donations	2,015.00			40.00	
		275,349.33	259,376.26	336,809.60	305,218.24	334,746.13
Ambulance Expense:						
11.6325.0000	Amb Expenses	212,776.20	292,128.94	320,137.86	275,319.94	295,467.46
Revenue Surplus/(Revenue Deficit):		62,573.13	(32,752.68)	16,671.74	29,898.30	39,278.67

F16	F17	F18	F19	F20	F21	F22
216,422.17	275,964.21	282,532.49	425,740.32	359,890.64	412,293.43	248,537.94
	(34,439.22)	(101,618.65)	(183,266.80)	(206,119.80)	(173,580.33)	(141,468.29)
8,250.00	10,000.00	15,000.00	45,300.00	31,075.00	30,811.00	30,500.00
224,672.17	251,524.99	195,913.84	287,773.52	184,845.84	269,524.10	137,569.65
280,566.83	244,873.30	252,863.13	186,392.25	197,292.25	246,324.38	294,147.34
(55,894.66)	6,651.69	(56,949.29)	101,381.27	(12,446.41)	23,199.72	(156,577.69)
				CARES Funding		

F23	TOTALS
342,219.17	4,063,044.93
(104,018.46)	(934,511.55)
16,736.00	189,727.00
254,936.71	3,318,260.38
326,084.12	3,424,374.00
(71,147.41)	(106,113.62)

Mayor
John K. Handeland

Manager
Glenn Steckman

Deputy Clerk
Jeremy Jacobson



Nome City Council Item A.
Scot Henderson
Mark Johnson
Adam Martinson
Maggie Miller
Cameron Piscoya
M. Sigvanna Tapqaq

**NOME COMMON COUNCIL
SPECIAL MEETING MINUTES
MONDAY, DECEMBER 04, 2023 at 12:00 PM
COUNCIL CHAMBERS IN CITY HALL**

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

ROLL CALL

Members Present: Scot Henderson; Mark Johnson (virtual); Adam Martinson; Cameron Piscoya; Meghan Sigvanna Tapqaq (virtual); Maggie Miller

Members Absent:

Also Present: John K. Handeland, Mayor; Glenn Steckman, City Manager; Jeremy Jacobson, Deputy City Clerk;

In the Audience: Cole Cushman, Department of Public Works Supervisor; Bryant Hammond, Special Projects Manager

APPROVAL OF AGENDA

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

At the roll call:

Aye: Johnson; Martinson; Piscoya; Tapqaq; Miller; Henderson

Nay:

Abstain:

The motion **CARRIED**.

CITIZENS' COMMENTS

UNFINISHED BUSINESS

- A. R-23-12-01 A Resolution Authorizing The Entrance Into A Lease Agreement With Cat Finance To Purchase A CAT 160M Grader,

(1:38)

A motion was made by C. Henderson and seconded by C. Martinson to adopt R-23-12-01.

Discussion:

- Mayor Handeland noted item A of unfinished business, previously titled R-23-11-03 on the November 27 Nome Common Council agenda, now titled R-23-12-01.

At the roll call:

Aye: Piscoya; Tapqaq; Miller; Henderson; Johnson; Martinson

Nay:

Abstain:

The motion **CARRIED**.

ADJOURNMENT

Hearing no objections, the Council adjourned at 12:04 PM.

APPROVED and **SIGNED** this 8th day of January 2024

JOHN K. HANDELAND
Mayor

ATTEST:

JEREMY JACOBSON
Deputy City Clerk

FAQ'S

Information provided by the American Cancer Society.

www.cancer.org

How do cell phone towers expose people to RF waves?

Cell phone base stations can be free-standing towers or mounted on existing structures, such as trees, water tanks, or tall buildings. The antennas need to be high enough to adequately cover a certain area. Base stations are usually from 50 to 200 feet high.

Cell phones communicate with nearby cell towers mainly through RF waves, a form of energy in the electromagnetic spectrum between FM radio waves and microwaves. Like FM radio waves, microwaves, visible light, and heat, they are forms of non-ionizing radiation. This means they do not directly damage the DNA inside cells, which is how stronger (ionizing) types of radiation such as x-rays, gamma rays, and ultraviolet (UV) rays are thought to be able to cause cancer.

On the ground near a cell phone tower

RF waves from a cell phone tower antenna, like those from other telecommunication antennas, are directed toward the horizon (parallel to the ground), with some downward scatter. Base station antennas use higher power levels than other types of land-mobile antennas, but much lower levels than those from radio and television broadcast stations. The amount of energy from RF waves decreases rapidly as the distance from the antenna increases. As a result, the level of exposure to RF waves at ground level is much lower than the level close to the antenna.

At ground level near typical cellular base stations, the amount of energy from RF waves is hundreds to thousands of times less than the limits for safe exposure set by the US Federal Communication Commission (FCC) and other regulatory authorities. It is very unlikely that a person could be exposed to RF levels in excess of these limits just by being near a cell phone tower.

Do cell phone towers cause cancer?

Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there isn't a lot of evidence to support this idea. Still, more research is needed to be sure.

What expert agencies say

The American Cancer Society (ACS) does not have any official position or statement on whether or not radiofrequency (RF) radiation from cell phones, cell phone towers, or other sources is a cause of cancer. ACS generally looks to other expert organizations to determine if something causes cancer (that is, if it is a carcinogen), including:

The International Agency for Research on Cancer (IARC), which is part of the World Health Organization (WHO)

The US National Toxicology Program (NTP), which is formed from parts of several different government agencies, including the National Institutes of Health (NIH), the Centers for Disease Control and Prevention (CDC), and the Food and Drug Administration (FDA)

Other major organizations might also comment on the ability of certain exposures to cause cancer.

FAQ'S

Information provided by the CTIA.

www.wirelesshealthfacts.com

Are cellphones, cell towers, small cells and antennas safe?

Radiofrequency energy from wireless devices and networks, including radiofrequencies used by 5G, have not been shown to cause health problems, according to the international scientific community. To cite one example, the Food and Drug Administration said, "Based on the FDA's ongoing evaluation, the available epidemiological and cancer incidence data continues to support the Agency's determination that there are no quantifiable adverse health effects in humans caused by exposures at or under the current cell phone exposure limits."

Have wireless devices and networks been shown to cause cancer in humans?

No, according to the international scientific consensus, wireless devices and networks have not been shown to cause cancer in humans. In fact, an analysis of government statistics shows that since the introduction of mobile phones in the 1980s, rates of brain cancer have remained unchanged while the exposure to RF energy from wireless networks has gone up. Many studies have explored whether cellphones cause cancer with the American Cancer Society concluding that "RF waves given off by cell phones do not have enough energy to damage DNA directly or to heat body tissues. Because of this, it's not clear how cell phones might be able to cause cancer."

Is 5G safe?

The scientific consensus is that there are no known health risks from all forms of RF energy at the low levels approved for everyday consumer use. The FCC regulates RF emissions, including millimeter waves from 5G devices and equipment, and has adopted the recommendations of expert scientific organizations that have reviewed the science, including dozens of studies focused specifically on millimeter waves, and established safe exposure levels. In December 2019, the FCC reaffirmed—on a unanimous and bipartisan basis—these safety standards. Typical exposure to 5G devices—such as small cells attached to phone poles or the sides of buildings—is far below the permissible levels and comparable to Bluetooth devices and baby monitors (New Orleans City Council Hearing, 2019). The FCC continues to monitor the science to ensure that its regulations are protective of public health.

Do cellphones and wireless equipment have to meet safety standards?

Yes. Safety standards are set by the Federal Communications Commission in order to protect public health. In December 2019, the FCC reaffirmed—on a unanimous and bipartisan basis—these safety standards. The Food and Drug Administration has also said that "the existing safety limits for cell phones remain acceptable for protecting the public health." Wireless devices go through a rigorous approval process to ensure they meet guidelines and they operate well under safety limits. These limits are based on recommendations from the scientific community and expert non-government organizations including the National Council on Radiation Protection and Measurements.

THE TRUTH ABOUT 5G

Radiation measured from a microwave and compared to a 5G tower.

my broadband.co.za

Common misconceptions with 5G:

Spreads COVID

Causes cancer

High radiation levels

Poses a health risk

Uses more energy

Is not essential

“We expect 5G to become the worldwide dominating mobile communications standard of the next decade.”

– Dr. Christoph Grote, Senior Vice President Electronics, BMW Group



**Radiation from a microwave:
4W/square meter**



**Radiation from 5G tower:
.004 W/square meter**

HOW DOES THE PROXIMITY TO A CELL TOWER IMPACT HOME VALUES?

Information provided by the Valbridge Property Advisors.

www.valbridge.com/how-does-the-proximity-to-a-cell-tower-impact-home-values/

Valbridge Property Advisors conducts market studies to determine the impact of wireless communication towers on property values in four metropolitan U.S. cities.

Valbridge Property Advisors recently completed market studies in Boston, Dallas, Phoenix, and Raleigh, to determine the impact of the presence of wireless communications towers on residential property values.

The Process

The studies were conducted in multiple sub-areas of each city, which were then compiled to produce measurable results. Home sale values demonstrated no measurable difference for those homes within a 0.25-mile radius sphere of influence of the cell tower and those homes in a 0.50-1.0 mile radius outside of the cell tower sphere of influence. In many of the sub-areas, home prices increased nominally. No measurable difference is defined as a less than 1% difference; nominal difference is defined as 1-3%.

To prepare the sub-area studies, the center points of each sub-area's primarily single-family residential areas or specific subdivisions were identified by latitude and longitude. Single-family residential sales with both a qualified buyer and a qualified seller from the first quarter 2015 through first quarter 2018 were located and verified to assess the transactions.

THE RESULTS ARE IN

BOSTON: The Boston study revealed 10 of 22 pairings of home sales with higher sale prices within the 0.25-mile sphere of influence, 11 of 22 pairings with lower home prices, and one pairing indicating no difference. The data indicates cell towers do not have a negative impact on property values within a .25-mile radius of cell towers. Overall, the measurable difference is less than 1% in both the increasing and decreasing home price indications.

DALLAS: In Dallas, for homes in the .25 to 1.00-mile radius, there was no measurable difference. Out of 33 paired sales in five sub-areas, 20 pairings indicated higher values for those sales within the 0.25-mile sphere of influence, while 12 pairings indicated lower values and one indicated no difference. Overall, Dallas shows no measurable difference. The data indicates cell towers do not have a negative impact on property values within a .25-mile radius of cell towers.

PHOENIX: There were 37 paired sales in the Phoenix market, and 20 of the pairings indicated increased home prices within the 0.25-mile sphere of influence while seventeen of the 37 pairings indicated decreased home prices. Four of the five sub-areas studied had no measurable difference and one sub-area had a nominal difference.

RALEIGH: In Raleigh, fourteen of 22 pairings indicated higher home prices within the 0.25-mile sphere of influence while eight of 22 indicated slightly decreased home prices. Overall, the average and median prices increased in four of the five sub-areas and one sub-area indicated no measurable difference. The data indicates cell towers do not have a negative impact on property values within a .25-mile radius of cell towers. Overall, the measurable difference is less than 1% in both the increasing and decreasing home price indications.

DIG DEEPER

To request a copy of the study findings, visit Valbridge.com.

I am the Legal Director for Atlas Tower, and I would like to offer a few comments which may provide some clarity on the topic of Radio Frequency (RF) safety issues as they relate to human health.

1. There is a vast body of scientific evidence that has proven that RF communication devices are safe for humans of all ages. Reliable sources of information on this topic can easily be found at the Federal Communications Commission's (FCC) website. Other sources include the Occupation Health and Safety Administration (OSHA), the American Cancer Society, the World Health Organization (WHO), as well as reputable peer reviewed scientific and medical journals from prominent academic institutions of higher learning.
2. Every aspect of wireless technology, including the design, manufacture, and use of wireless devices is regulated for safety. Current regulations and court rulings regarding RF safety consistently affirm that RF exposure rules currently in place ensure that this technology is safe for both adults and children alike.
3. Congress has granted the authority to establish RF standards for safety only to the FCC. It is well established law that the FCC's rules and regulations for safety are not subject to challenge in state or local jurisdictions. Therefore, any concerns or questions about the regulation of RF, or requests to deny the use of RF approved equipment must be directed to the federal government through the FCC. Therefore, local governmental entities, such as a Planning & Zoning Commission, a Board of County Commissioners, or a School District may not regulate matters related to RF safety or deny an application based on health concerns.
4. Understandably, this topic is complex and and raises valid questions from concerned members of the public. Those questions should be directed to the FCC and other federal agencies that are charged by Congress with the responsibility to regulate the use of this technology. State and local governments may not issue statements on this topic, as the federal government has preemption on this subject matter. See Article VI, Paragraph 2 of the US Constitution and FCC Resolution 19-126 (regulation of health effects of cell phone RF Emmissions preempt state lawsuits alleging adverse health effects).
5. Atlas Tower is available to assist with any questions regarding the process that was followed to gain approval for this tower, and all other towers. Rest assured that Atlas Tower complied with all noticing requirements and other requirements, and will at all times continue to comply with all requirements.
6. Wireless technology is proven to be safe and good for the community. Wireless technology allows the community to function more efficiently, and it greatly facilitates first responder reaction times, thus improving emergency response and saving lives. Wireless communication allows families to stay in touch with their children and other family members. Wireless technology enables businesses, organizations and educational institutions to be more efficient and more equitable in their delivery of resources to all types of people, regardless of income or other inequities that may exist in society. The resounding demand for excellent wireless communication in your community is driven by the needs of your students, your parents, and your local community.

I am available to further assist or answer any follow up questions. Thank you for your assistance with this project.

-Mike

Michael Powers
Director of Legal Affairs
Atlas Tower
Office: +1 303.448.8896
Skype: mpowers.atlastower
Mobile: +1 303.882.1956
3002 Bluff St., Suite 300
Boulder, CO, USA 80301
www.atlastowers.com

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Michael Powers
Director of Legal Affairs
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Office: +1 303.448.8896
Skype: mpowers.atlastower
Mobile: +1 303.882.1956
3002 Bluff St., Suite 300
Boulder, CO, USA 80301
www.atlastowers.com



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Fairbanks Office

550 W 7th Ave, Suite 1650
Anchorage, AK 99501
Main: 907.269.4501
Fax: 907.269.4563

RECEIVED

NOV 06 2023

October 26, 2023

Bryant Hammond
City of Nome
PO Box 281
Nome, AK 99762

Dear Bryant:

The Department of Commerce, Community, and Economic Development is pleased to announce availability of the **FY 2024 Shared Fisheries Business Tax Program**. The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities that have been affected by fishing industry activities. Municipalities around the state will share approximately \$1.3 million based on 2022 fisheries activity as reported by fish processors on their fish tax returns. Details of how the program works are included in the application under Program Description.

Your municipality is located within a fisheries management area, **FMA 11: Norton Sound** with a total allocation of \$4,000 or less, therefore you have been provided a Short-Form Application. I have attached a separate sheet that details the communities that are in your FMA, in addition to the anticipated payment. If the determination of the municipalities' allocation is \$50.00 or less, the department will determine that the amount of the effects from fisheries business activities is negligible and the department will not distribute the allocation to the applicant. This will be determined by the applications received within your FMA.

**DEADLINE FOR SUBMISSION OF COMPLETED APPLICATION IS
FEBRUARY 15, 2024**

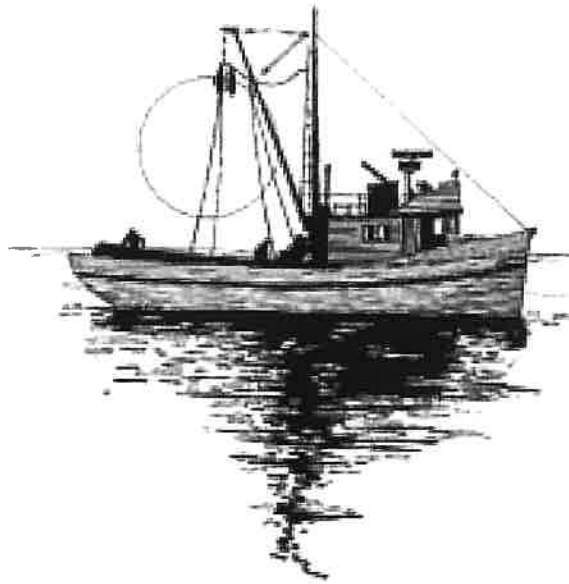
Applications can be scanned and emailed to caa@alaska.gov with the subject line "**Nome, FY24, SFBT**". If you have any questions about the program or require assistance in completing the application, please contact me at zoe.olson@alaska.gov or call (907) 263-2156.

Sincerely,

Zoe Olson
Grants Administrator 2

Enclosure

DCCED
Shared Fisheries Business Tax Program
FY24 Short-Form Application For
FMA 11: Norton Sound



APPLICATION MUST BE SUBMITTED TO DCCED
NO LATER THAN FEBRUARY 15, 2024

State of Alaska
Mike Dunleavy, Governor

Department of Commerce, Community, and
Economic Development
Julie Anderson, Commissioner

Division of Community and Regional Affairs
Sandra Moller, Director

FY24 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax collected outside municipal boundaries to municipalities that can demonstrate they suffered significant effects from fisheries business activities. This program is administered separately from the state fish tax sharing program administered by the Department of Revenue which shares fish tax revenues collected inside municipal boundaries.

Program Eligibility

To be eligible for an allocation under this program, applicants must:

1. Be a municipality (city or borough); and
2. Demonstrate the municipality suffered significant effects as a result of fisheries business activity that occurred within its respective fisheries management area(s).

Program Funding

The funding available for the program this year is equal to half the amount of state fisheries business tax revenues collected outside of municipal boundaries during calendar year 2022.

Program funding is allocated in two stages:

1st Stage: Nineteen Fisheries Management Areas (FMAs) were established using existing commercial fishing area boundaries. The available funding is allocated among these 19 FMAs based on the pounds of fish and shellfish processed in the whole state during the 2022 calendar year. For example, if an area processed 10% of all the fish and shellfish processed in the whole state during 2022, then that area would receive 10% of the funding available for the program this year. These allocations are calculated based on Fisheries Business Tax Return information for calendar year 2022.

2nd Stage: If the total funding available for a Fisheries Management Area (FMA) is less than the long-form threshold value (the value determined by multiplying the number of municipalities in an area by \$4,000), then one half of the allocation is divided equally among the eligible applicants in that area. The other half of the area allocation is distributed among the eligible applicants proportionate to the populations of all the eligible applicants in the area. This is known as the short-form method*.

** Because your municipality is located within a Fisheries Management Area with a total allocation less than the long-form threshold value, you have been provided a Short-Form Application.*

FY24 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

Short-Form Application Method: In order to receive funding under the Short-Form Application Method, an applicant must have suffered significant effects during the program base year from fisheries business activities that occurred within its respective fisheries management area(s).

Some important definitions: The Shared Fisheries Business Tax Program provides for a sharing of State Fisheries Business Tax with municipalities that can demonstrate they suffered *significant effects* during the *program base year* from *fisheries business activity* in their respective fisheries management area.

For the purposes of this program, "fisheries business activity" means:

- activity related to fishing, including but not limited to the catching and sale of fisheries resources;
- activity related to commercial vessel, moorage, and gear maintenance;
- activity related to preparing fisheries resources for transportation; and,
- activity related to processing fisheries resources for sale by freezing, icing, cooking, salting, or other method and includes but is not limited to canneries, cold storages, freezer ships, and processing plants.

And, "significant effects" means:

- municipal expenditures during the program base year demonstrated by the municipality to the department to be reasonable and necessary that are the result of fisheries business activities on the municipality's:
 - population;
 - employment;
 - finances;
 - air and water quality;
 - fish and wildlife habitats; and,
 - ability to provide essential public services, including health care, public safety, education, transportation, marine garbage collection and disposal, solid waste disposal, utilities, and government administration.

And, "program base year" means:

- calendar year 2022.

FY24 SHARED FISHERIES BUSINESS TAX PROGRAM
SHORT-FORM APPLICATION
For
FMA 11: NORTON SOUND

Name of Municipality: City of Nome

Mailing Address: PO Box 281 Nome AK 99762

Contact Person: Angie Nguyen

Title: Executive Assistant

Email Address: anguyen@nomealaska.org

Phone Number: 907-443-6600

Return with attached resolution:

E-mail
caa@alaska.gov
Subject Line
“Municipality Name, FY24, SFBT”

Or

Mail
State of Alaska DCCED
Shared Fisheries Business Tax Program
550 W 7th Ave, Suite 1650
Anchorage, AK 99501

FY24 Shared Fisheries Business Tax Program
Short Form Method Resolution

(City or Borough)

RESOLUTION NO. _____

A RESOLUTION CERTIFYING THAT THE MUNICIPALITY DID SUFFER SIGNIFICANT EFFECTS DURING THE PROGRAM BASE YEAR FROM FISHERIES BUSINESS ACTIVITIES THAT OCCURRED WITHIN THE FMA 11: NORTON SOUND FISHERIES MANAGEMENT AREA.

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY24 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2022 from fisheries business activities; and,

WHEREAS, 3 AAC 134.060 provides that if the allocation available for a fisheries management area is less than the long-form threshold value, a municipality may demonstrate that it suffered significant effects during the program base year from fisheries business activities that occurred within that fisheries management area through a resolution of the municipality's governing body; and

WHEREAS, The _____ is located within a fisheries management
(City or Borough)
area with an allocation less than the long-form threshold value; and

WHEREAS, 3 AAC 134.120 provides that this resolution satisfies the Short-Form Application resolution requirements under the FY24 Shared Fisheries Business Tax Program;

NOW THEREFORE BE IT RESOLVED THAT: The _____ by this
(Governing Body)
resolution certifies that the _____ did suffer significant effects during
(City or Borough)
calendar year 2022 from fisheries business activities that occurred within the FMA 11: Norton Sound fisheries management area and wishes to apply for funding under the FY24 Shared Fisheries Business Tax Program.

PASSED and APPROVED by a duty constituted quorum of the _____ this _____ day
of _____, 20____.
(Governing Body)

SIGNED _____
Mayor

ATTEST _____
Clerk

FMA 11: Norton Sound					FY 22 Landing Tax Allocation	Reference
					\$0.00	Number
	Total allocation: 54.45	50% Divided \$27.22	50% per capita \$27.22	Calculated Allocation	Calculated Allocation	Total Distribution
Community	Population	50% divided share	50% per capita share			
City of Brevig Mission	437	\$1.94	\$1.35	\$3.30	\$0.00	24-SF11-01 \$ 3.30
City of Elim	354	\$1.94	\$1.09	\$3.04	\$0.00	24-SF11-02 \$ 3.04
City of Gambell	629	\$1.94	\$1.94	\$3.89	\$0.00	24-SF11-03 \$ 3.89
City of Golovin	190	\$1.94	\$0.59	\$2.53	\$0.00	24-SF11-04 \$ 2.53
City of Koyuk	312	\$1.94	\$0.96	\$2.91	\$0.00	24-SF11-05 \$ 2.91
City of Nome	3,469	\$1.94	\$10.72	\$12.67	\$0.00	24-SF11-06 \$ 12.67
City of Saint Michael	446	\$1.94	\$1.38	\$3.32	\$0.00	24-SF11-07 \$ 3.32
City of Wales	113	\$1.94	\$0.35	\$2.29	\$0.00	24-SF11-08 \$ 2.29
City of Savoonga	833	\$1.94	\$2.58	\$4.52	\$0.00	24-SF11-09 \$ 4.52
City of Shaktoolik	234	\$1.94	\$0.72	\$2.67	\$0.00	24-SF11-10 \$ 2.67
City of Stebbins	629	\$1.94	\$1.94	\$3.89	\$0.00	24-SF11-11 \$ 3.89
City of Teller	234	\$1.94	\$0.72	\$2.67	\$0.00	24-SF11-12 \$ 2.67
City of Unalakleet	722	\$1.94	\$2.23	\$4.18	\$0.00	24-SF11-13 \$ 4.18
City of White Mountain	205	\$1.94	\$0.63	\$2.58	\$0.00	24-SF11-14 \$ 2.58
Totals	8,807	\$27.22	\$27.22	\$54.45	\$0.00	\$ 54.45
Community Count	14					

* All municipalities receive an equal share of the allocation.



**NORTON SOUND
HEALTH CORPORATION**

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

December 15, 2023

City of Nome
Attn: Glenn Steckman, City Manager
Sent Via Email: GSteckman@nomealaska.org

Dear Glenn,

Please accept this as NSHC's 60-day notice to terminate the existing Memorandum of Agreement (MOA) for Nome Volunteer Ambulance Department (NVAD) Services. As you know, NSHC has provided in-kind medical leadership for the program for many years. NSHC became aware of concerns from community members regarding untimely ambulance responses in the fall of 2019 and addressed those concerns with a letter to the council on October 7, 2019. Despite continued community member concerns and comments about untimely or lack of emergency response, the City of Nome has not made any changes other than to ask NSHC to provide more resources. This has been more than a four-year conversation between organizations and the discussions are not going anywhere.

In addition to providing a Medical Director for NVAD at no cost, NSHC provides all supplies, medications, and oxygen at no cost. These items are not charged against any grant that NSHC receives. We have provided a \$25/per run-volunteer appreciation stipend and donate \$10,000 annually to contribute to your vehicle maintenance. In 2007 and 2012, NSHC contributed matching funds to help the City of Nome purchase new ambulances. These were out-of-pocket contributions by NSHC. These matches were made to support a grant that NSHC authored and reported out on to secure CODE Blue and USDA funding to fund remaining portions of these City-of-Nome acquired ambulances.

In summary, NSHC provided the following for NVAD Operations from FY21-FY23:

- \$101,003- Cash payments/donations made (appreciation fees paid, annual maintenance contribution, and tribal member ambulance bills paid)
- \$77,299- In-kind donations of medical supplies and medications (no including Medical Director fees or oxygen)
- **Total FY21-FY23: \$178,302 (average of \$89,151/year, not including in-kind Medical Director Fees or oxygen supply)**

Additionally, NSHC donated \$40,000 to match the \$114,254 from USDA so the City of Nome could purchase your 2007 ambulance and donated \$67,928.50 to match \$45,000 from Code Blue funding so the City of Nome could purchase your 2012 ambulance.

As noted above, NSHC has demonstrated its commitment to partner with you to deliver a quality community ambulance program. Unfortunately, this situation has not improved and the concerns brought forward have been dismissed as not valid. The first step is to recognize there is a problem and that changes need to be made. NSHC respectfully withdraws from this partnership.

T, 907.443.3311 | F, 907.443.2113 | P.O., Box 966, NOME, ALASKA 99762-0966, PHYSICAL 1000 GREG KRUSCHER AVENUE | 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

NSHC will send a communication to our tribes to explain the reason behind its decision to terminate the MOA and to explain how to use NSHC's purchased and referred care program to assist with ambulance bills that come from the City of Nome. Additionally, NSHC will staff up a team of emergency responders to meet the needs of the region.

Sincerely,



Angie Gorn, CEO

Assembly, police chief discuss concerns with potential marijuana code changes

Item E.

By Steve Kirch

Published: Jan. 4, 2024 at 6:53 PM AKST | Updated: 18 hours ago

ANCHORAGE, Alaska (KTUU) - Anchorage's police chief is weighing in on the municipality's attempt to amend its marijuana laws to come in compliance with new state regulations.

In late 2023, Alaska's laws were revised to now allow marijuana retailers the option of offering free samples and drive-thru service, as well as internet sales. In response, the Anchorage Assembly is discussing two proposed ordinances that would put the municipality in compliance with these state laws.

At Wednesday's public safety committee meeting, Anchorage Police Department Chief Michael Kerle reminded Assembly members that under the statute, local marijuana laws may be stricter than the state law, just not more lenient.

Kerle said drive-thru access could make it more difficult for retailers to check if customers are intoxicated or of legal age.

"Usually, when you walk into a place, especially with alcohol in the past, you can see the signs of intoxication. We don't have drive-up alcohol I think maybe for those reasons. But if you're driving up and you're getting marijuana, you're not going to see the signs of intoxication or impairment," Kerle said.

Alaska Marijuana Industry Association Vice President Trevor Haynes said he thinks the chief's assessment is a good point, but that there may be other circumstances where "you have more evidence that someone is intoxicated because you're actually watching them drive through a drive-thru."

"Not only that, when someone walks out of our store, we're not watching the cameras for every customer to see who gets into a car and who doesn't," Haynes said.

"So let's say we kick out a customer who is intoxicated because they shouldn't be in there and we're not allowed to sell them product. You know, I don't know if every retailer is spending time watching that person walk to wherever they're walking to, maybe getting in a car. Where if you see someone intoxicated in a car already, you can report that to the authorities immediately."

Besides the implementation of drive-thrus, Kerle said allowing free samples could also open the door for minors to get access to marijuana.

"There's so many marijuana places, so they can just go around and get so many free samples [that] they can actually start their own business. It's a possibility. I'm not going to say that's happening," Kerle said.

But Haynes said retailers are already essentially giving out free samples.

"But instead of giving them out for free, they'll charge a penny," Haynes said. "So this effectively isn't really changing anything other than you don't have to charge a penny anymore, which is somewhat symbolic just to be in compliance with the regulations."

Item E.

Right now the Assembly's scheduled to take this up at their regular meeting on Tuesday, but member Kevin Cross says it might be postponed.

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This New Discovery Relieves Ringing Ears (Watch)

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US Residents Birthed Before 1976 Now Entitled To These "Ridiculous" Benefits In January

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Entire police department walks out in 1 day

Ktuu

Nearly half of police force resigns in one day

Ktuu

1st Reading: November 13, 20232nd Reading: January 8, 2024Presented by:
City ManagerAction Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

ORDINANCE NO. O-23-11-03

AN ORDINANCE AUTHORIZING THE DISPOSAL OF MUNICIPAL PROPERTY
BY LEASE TO ATLAS TOWER 1, LLC.

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

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

Section 3. **Authorization of Lease to ATLAS TOWER 1, LLC.** The City Council hereby authorizes the disposal of its interest in Parcel 198.2.095 for approximately 2,500 square feet of real property located within the property commonly known as the “Nome-Beltz School Site”, a 40.82 acre parcel within in Township 11S, Range 34W, Kateel River Meridian, Second Judicial District, State of Alaska, City of Nome Tax Lot 198.2.095, to Atlas Towers 1, LLC substantially upon the terms and conditions that certain lease attached hereto as exhibit 1 and exhibit 2. A more defined location will be determined after signal tests are conducted on the property for best location of the final tower site

Section 4. **Legal Description.** A portion of parcel 198.2.095 adjacent to Nome-Teller Highway located on Nome-Beltz High School and adjacent to NACTEC as shown on exhibits (“the Property”).

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

Section 6. **Interest Conveyed and Identification of Disposal Instrument.** A possessory interest by a written lease for a term of 360 months with four (4) five-year extensions at tenant’s option.

Section 7. **Value of City’s Interest.** Based on the current assessment of the value of the Property, the city estimates the fair market rental value of the Property for the term of the proposed lease equals \$9,000 per annum with a 2% COLA plus additional revenue from additional antennas. Atlas Tower 1, LLC will pay real and personal property taxes.

Section 8. **Time Place and Manner in Which Disposal Shall Occur.** Immediately upon approval of this ordinance at the regularly scheduled City Council meeting of January 8, 2024.

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

APPROVED and SIGNED this 8th day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk

LANDLORD:

City of Nome

PO Box 281

NOME, AK 99762

Landlord E-mail: gsteckman@nomealaska.org (Glenn Steckman)

Landlord Phone #: 907-443-6600

TENANT:

Atlas Tower 1, LLC

3002 Bluff Street, Suite 300

Boulder, CO 80301

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made upon the date of the last signee by and between, City of Nome (the “**Landlord**”), whose address is PO Box 281 NOME, AK 99762, United States, and Atlas Tower 1, LLC (the “**Tenant**”), whose address is 3002 Bluff Street, Suite 300, Boulder, CO 80301.

WHEREAS, the Landlord owns certain real property located at Old Center Creek Rd, NOME, AK 99762 with parcel number 198.2.095 that is more particularly described or depicted in attached **Exhibit 1** (the “**Property**”); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2** (the “**Premises**”).

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

Tenant will pay a one-time signing bonus to Landlord in the amount of Two Thousand Dollars (\$2,000.00), if Landlord executes and returns this lease to Tenant on or before November 29, 2023, inclusive. Tenant will have no obligation to pay any signing bonus if Landlord executes and returns the Lease after November 30, 2023.

1. RIGHT TO LEASE.

- (a) Landlord grants to Tenant the right to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) as described on attached **Exhibit 2**, together with unrestricted access for Tenant’s uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 2** (collectively, the “**Premises**”).
- (b) From and after the date of this Agreement as set forth above, and for the time period set forth below (the “**Testing Period**”), and at any time during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests. The Testing Period activities and the terms and conditions related to the Testing Period, including the indemnification statements shall only apply to the area being leased to Tenant (“**Premises**”), and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a

wireless communication site. The Initial Testing Period shall run from and after the date of this Agreement for a period of twenty-four (24) months, commencing on the date of full execution of this Lease.

- (c) During the Initial Testing Period and any mutually agreed upon extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. Once Tenant completes testing and begins construction activities, the terms and conditions of this Lease shall apply, and Landlord shall have the right to collect Rent upon the Commencement Date.

2. TERM.

- (a) This Lease shall commence upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month following testing completion and once construction has begun (the “**Commencement Date**”), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the term shall be for a period of 360 months (30 years) following the Commencement Date (“**Initial Term**”). Upon the Commencement Date, Tenant shall provide initial Rent payment to Landlord within forty-five days and Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant’s accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Four 5-year Extensions each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

3. **RENT.** Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of **Seven Hundred Fifty Dollars (\$750.00)** (“**Rent**”) for the initial national broadband mobile network carrier to install equipment on the Communications Facility (“**Anchor Tenant**”), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Tenant shall also pay to Landlord **Two Hundred Fifty Dollars (\$250.00)** (“**Additional Rent**”) for each additional national broadband mobile network carrier to install equipment on the Communications Facility (“**Additional Tenants**”), as shown by the payment schedule below. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date. On every anniversary from Commencement Date the Rent shall increase by Two percent (2%) over the previous years’ Rent amount.

Anchor Tenant: \$750.00 per month Rent

Anchor Tenant plus one Additional Tenant: \$750.00 plus \$250.00 /month

Anchor Tenant plus two Additional Tenants: \$750.00 plus \$500.00 /month

Anchor Tenant plus three Additional Tenants: \$750.00 plus \$750.00 /month

4. TAXES.

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the communications tower, lease area compound, and all equipment within the leased premises, including all improvements and tangible personal property of Tenant and/or its sublessees (“**Communications Facility**”). Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant’s use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord’s behalf

from future installments of Rent. Tenant shall have the right to protest the amount of any taxes with any applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest.

- (b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices relating to the Communications Facility within 10 days of receipt by Landlord. If Landlord fails to provide Tenant with such notices within the required timeframe, Tenant shall be relieved of any responsibility to pay such taxes and Landlord waives any claims or rights to seek payment from Tenant relating to such assessments.

5. USE.

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining a radio and communications tower, using any site-specific design including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, buildings, and related equipment and for any other lawful purpose. Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may interfere with or fall upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease Agreement upon written notice to Landlord.

- 6. **ACCESS AND UTILITIES.** Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.

- 7. **EQUIPMENT, FIXTURES AND SIGNS.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises

such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. At any time during the term of this Lease Agreement, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises. Within a reasonable time after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, fixtures, signs, and personal property from the Premises.

8. ASSIGNMENT. Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. In the event of any such assignment of this Lease, Tenant shall provide written notification to Landlord of such assignment. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord.

9. WARRANTIES AND REPRESENTATIONS.

- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.
- (c) Landlord does hereby authorize Tenant and its employees, representatives, agents and consultants to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to provide. Landlord's authorization to Tenant under this paragraph shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, and maintenance, of a wireless communication site.
- (d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for

Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

- (e) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.
- (f) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating, and all installation and connection charges have been paid in full or will, if not paid, be paid by Tenant.
- (g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided by, paved public right-of-way with adequate curb cuts available.
- (h) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (i) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.
- (j) Landlord agrees to utilize reasonable efforts to obtain a Subordination and Non-Disturbance Agreement from Landlord's lender upon request by Tenant.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or

warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

- 12. WAIVERS.** EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.
- 13. INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.
- 14. INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.
- 15. ASSIGNMENT OF RENTAL PROCEEDS.** Tenant shall have the right to match any bonafide offer to purchase the rental proceeds in this Lease Agreement and or any other legal entitlements. This Tenant right to match a bonafide offer is not applicable to a sale of Landlord's property, but rather a sale of rights conferred to Landlord under this Lease Agreement for the Premises. If during the term of this Lease, as might be renewed or extended the Landlord shall have received a bona fide arm's length offer to purchase the Premises or an assignment of the rental stream associated with this Lease, or both, from any third party (the "Transferee"), the Landlord shall serve a notice (the "Transfer Notice") upon the Tenant. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell the Premises on such terms and conditions. Thereafter, the Tenant shall have the right and option to purchase the Premises at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing of the purchase and sale of the Premises pursuant to this option shall occur at the time set forth in the Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights under this paragraph with respect to any modification to the Offer or any future Offers. Landlord agrees not to sell, lease or use any of the subject Property or Surrounding Property to a purchaser other than the Tenant for the installation, operation, or maintenance of other wireless communication facilities without the express written permission of Tenant and subject to a study to determine if such other facility might interfere with the then existing equipment and structures. Tenant shall retain the right to refuse such use for any reason. Landlord shall not be prohibited from the selling, leasing or use of the Property or Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new Landlord shall have a duty at the time of transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, or other paperwork required to affect a transfer of Rent to the new Landlord. The provisions of this paragraph shall in no way limit Tenant's rights or Landlord's obligations under the terms of this Lease.
- 16. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements,

including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the area being leased to Tenant (“Premises”) and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site.

- 17. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.
- 18. **CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord’s and Tenant’s respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a casualty or condemnation without the prior written consent of Tenant.
- 19. **DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.
- 20. **ATTORNEY’S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney’s fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney’s fees and disbursements shall be included in and as a part of such judgment.
- 21. **PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.
- 22. **NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to parties at the address below, or to such other address that a party below may provide from time to time:

LANDLORD:
City of Nome
PO Box 281
NOME, AK 99762
gsteckman@nomealaska.org
907-443-6600

TENANT:
Atlas Tower 1, LLC
3002 Bluff Street, Suite 300
Boulder, CO 80301

23. **MISCELLANEOUS.**

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- (e) This Lease shall be governed by and construed in accordance with the laws of the state in which the Leased Premises are located.
- (f) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.
- (g) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (h) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.
- (i) Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

City of Nome

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: Helmundt Strumpher

Title: COO

Date: _____

EXHIBIT 1
Description of Parent Tract

Real property with parcel number 198.2.095 and an assessor legal description of To be Determined .

EXHIBIT 2

The Premises is depicted/described as follows: (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available.

PREFERRED TOWER LOCATION:



ENTIRE PARCEL OUTLINED IN BLUE:



EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent pages.

Return to:
 Atlas Tower 1, LLC
 3002 Bluff Street, Suite 300
 Boulder, CO 80301

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease (“Lease”) is made upon the date of the last signee, in the recording district of NOME CENSUS County, AK, by and between, City of Nome (the “Landlord”), whose address is PO Box 281 NOME, AK 99762, and Atlas Tower 1, LLC (the “Tenant”), whose address is 3002 Bluff Street, Suite 300, Boulder, CO 80301, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month following testing completion and once construction has begun (the “Commencement Date”), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the “Premises”), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [a/an initial] term of 360 months (30 years) with Four 5-year Extensions each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord’s lien to the liens of Tenant’s mortgagees;
2. The Lease restricts Landlord’s ability to utilize, or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities;
3. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;
4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,
5. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.
6. Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, applies for, and secure any and all permits related to the installation of a wireless communications tower and facility.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
 SIGNATURES BEGIN ON NEXT TWO PAGES]**

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

City of Nome

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of _____

County of _____

On this _____ day of _____, 20____, before me personally appeared to me _____ known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 20____.

Notary Public

My Commission Expires:

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: Helmundt Strumpher

Title: COO

Date: _____

State of Colorado

County of Boulder

On this ____ day of _____, 20__, before me personally appeared Helmundt Strumpher, COO of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this ____ day of _____, 20__.

Notary Public

My Commission Expires:

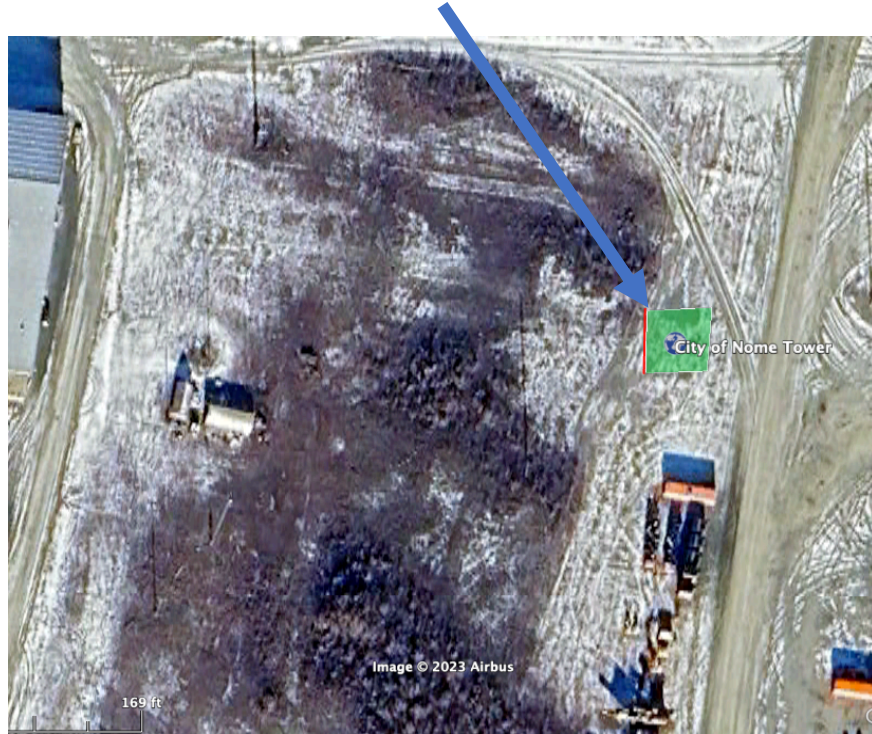
EXHIBIT 1
Description of Parent Tract

Real property with parcel number 198.2.095 and an assessor legal description of To be Determined.

EXHIBIT 2

The Premises is depicted/described as follows: (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available.

PREFERRED TOWER LOCATION:



ENTIRE PARCEL OUTLINED IN BLUE:



1st Reading: January 8, 2024
2nd Reading: January 22, 2024

Presented by:
City Manager
Action Taken:
Yes____
No____
Abstain____

**CITY OF NOME, ALASKA
ORDINANCE NO. O-24-01-01**

**AN ORDINANCE AMENDING CHAPTER 3.25 OF THE NOME CODE OF
ORDINANCES WITH THE ADDITION OF A NEW SECTION 3.25.040 PROHIBITING
DRIVE-THROUGH AND CURBSIDE SALE OF AGE-RESTRICTED PRODUCTS**

IT IS HEREBY ORDAINED by the Nome Common Council as follows:

SECTION 1. Classification. This is a code ordinance.

SECTION 2. Amendment of Chapter 3.25. Chapter 3.25. of Nome Code of Ordinances is hereby amended with the addition of a new Section 3.25.040, to read as follows:

3.25.040. Drive-through and curbside sale of age-restricted products.

- (a) No person shall make a retail sale of or serve age-restricted products through a walk-up or drive-through exterior window.
- (b) No person shall make a retail sale of or serve age-restricted products through curbside pickup or otherwise sell or serve age-restricted products outside the premises of a building. This subsection shall not apply to the retail sale or service for on-site consumption of an age-restricted product, provided that the sale or service complies with applicable permits and laws.
- (c) For the purposes of this section, “age-restricted product” means any good or product for which a buyer is required, by state or local law, to be of a minimum age, including tobacco, alcoholic beverage, and marijuana. “Age-restricted product” does not include a prescription drug dispensed by a pharmacy.

SECTION 3. Effective Date. This ordinance is effective upon passage.

APPROVED and SIGNED the 22nd day of January, 2024.

JOHN K. HANDELAND
Mayor

ATTEST:

JEREMY JACOBSON
Deputy City Clerk

Presented By:
City Manager

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-01

A RESOLUTION CERTIFYING THAT THE MUNICIPALITY DID SUFFER SIGNIFICANT EFFECTS DURING THE PROGRAM BASE YEAR FROM FISHERIES BUSINESS ACTIVITIES THAT OCCURRED WITHIN THE FMA 11: NORTON SOUND FISHERIES MANAGEMENT AREA

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY24 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2022 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides that if the allocation available for a fisheries management area is less than the long-form threshold value, a municipality may demonstrate that it suffered significant effects during the program base year from fisheries business activities that occurred within that fisheries management area through a resolution of the municipality’s governing body; and

WHEREAS, the City of Nome is located within a fisheries management area with an allocation less than the long-form threshold value; and

WHEREAS, 3 AAC 134.120 provides that this resolution satisfies the Short-Form Application resolution requirements under the FY24 Shared Fisheries Business Tax Program; and

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council, by this resolution, certifies that the City of Nome did suffer significant affects during calendar year 2022 from fisheries business activities that occurred within the FMA 11: Norton Sound Fisheries Management Area and wishes to apply for funding under the FY24 Shared Fisheries Business Tax Program.

APPROVED and **SIGNED** this 8th day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk

Presented By:
City Manager

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-02

A RESOLUTION OF THE NOME COMMON COUNCIL PROVIDING FOR THE DETERMINATION BY LOT OF FIVE LAPSED / REVOKED TAXICAB LICENSES

WHEREAS, the City of Nome regulates the use and operation of taxicabs within its cooperate limits; and

WHEREAS, there are currently eleven (11) taxicab licenses. The Council has determined the current number of licenses should be maintained at this time; and,

WHEREAS, Nome Code of Ordinances Section 3.10.090(e) requires the Council to determine by lot in a public drawing any lapsed taxicab licenses; and,

WHEREAS, five taxicabs licenses, issued to Mr Kab A2B in 2020, were not renewed for 2021, have not been renewed or used since and are considered abandoned;

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council, by this resolution, directs the City Clerk’s Office to hold a public drawing by lot, as provided by Nome Code of Ordinances Section 3.10.090(c), to determine whom the five abandoned license shall be issued to.

APPROVED and **SIGNED** this 8th day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk

Action Taken:
Yes _____
No _____
Abstain _____

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-03

A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547 THROUGH DECEMBER 31, 2024

WHEREAS, the labor agreement between the Utility and the union representing employees in the powerline distribution work unit expired on December 31, 2023; and,

WHEREAS, representatives of the parties met and tentatively agreed to extend the terms of the current contract one year under substantially the same terms and conditions as the existing agreement; and,

WHEREAS, the Utility Board has reviewed the recommendation and adopted NJUB Resolution 23-03 supporting the agreement extension effective through December 31, 2024, and recommends to the Nome Common Council that the contract be approved.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council concurs with the recommendation of the Utility Board, as expressed in NJUB Resolution 23-03, that the agreement extension between NJUS and IBEW Local 1547 effective through December 31, 2024, be hereby approved.

APPROVED and **SIGNED** this ____ day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Interim City Clerk



NOME JOINT UTILITY BOARD

RESOLUTION 23-03

A RESOLUTION TO THE NOME COMMON COUNCIL RECOMMENDING APPROVAL OF THE PROPOSED AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKS, LOCAL 1547 FOR A SUCCESSOR AGREEMENT THROUGH DECEMBER 31, 2024

WHEREAS, NCO 15.10.030(d) requires the Utility Board to study and make recommendations on public utility matters, including labor relations; and,

WHEREAS, employees in line distribution are represented by the International Brotherhood of Electrical Works, Local 1547; and,

WHEREAS, the Utility has tentatively agreed to an extension of the labor agreement between NJUS and IBEW for a period through December 31, 2024 under substantially the same terms and conditions as the existing agreement;

NOW THEREFORE BE IT RESOLVED that the Nome Joint Utility Board expresses themselves as being in favor of the proposed Collective Bargaining Agreement between the Nome Joint Utility System and IBEW, with a term ending December 31, 2024; and,

BE IT FURTHER RESOLVED that the Nome Joint Utility Board recommends to the Nome Common Council approval of said Agreement.

SIGNED THIS 19 DAY OF December, 2023 AT NOME, ALASKA.

Carl Emmons, Chairman
NOME JOINT UTILITY BOARD

ATTEST:

David Barron, Secretary
NOME JOINT UTILITY BOARD

Action Taken:
Yes _____
No _____
Abstain _____

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-04

A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302 THROUGH DECEMBER 31, 2024

WHEREAS, the labor agreement between the Utility and the union representing employees in the power generation work unit expired on December 31, 2023; and,

WHEREAS, the Utility has tentatively agreed to an extension of the labor agreement between NJUS and IUOE for a period through December 31, 2024 under substantially the same terms and conditions as the existing agreement; and

WHEREAS, the Utility Board has reviewed the recommendation and adopted NJUB Resolution 23-04 supporting the agreement extension effective through December 31, 2024, and recommends to the Nome Common Council that the contract be approved.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council concurs with the recommendation of the Utility Board, as expressed in NJUB Resolution 23-04, that the agreement extension between NJUS and IUOE Local 302 effective through December 31, 2024, be hereby approved.

APPROVED and **SIGNED** this ____ day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Interim City Clerk



NOME JOINT UTILITY BOARD

RESOLUTION 23-04

A RESOLUTION TO THE NOME COMMON COUNCIL RECOMMENDING APPROVAL OF THE PROPOSED AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND LOCAL UNION NO. 302 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS FOR A SUCCESSOR AGREEMENT THROUGH DECEMBER 31, 2024

WHEREAS, NCO 15.10.030(d) requires the Utility Board to study and make recommendations on public utility matters, including labor relations; and,

WHEREAS, employees in the power generation facility are represented by Local Union No. 302 of the International Operating Engineers; and,

WHEREAS, the Utility has tentatively agreed to an extension of the labor agreement between NJUS and IUOE for a period through December 31, 2024 under substantially the same terms and conditions as the existing agreement;

NOW THEREFORE BE IT RESOLVED that the Nome Joint Utility Board expresses themselves as being in favor of the proposed Collective Bargaining Agreement between the Nome Joint Utility System and Local Union No. 302 of the International Union of Operating Engineers, with a term ending December 31, 2024; and,

BE IT FURTHER RESOLVED that the Nome Joint Utility Board recommends to the Nome Common Council approval of said Agreement.

SIGNED THIS 19 DAY OF December, 2023 AT NOME, ALASKA.

Carl Emmons, Chairman
NOME JOINT UTILITY BOARD

ATTEST:

David Barron, Secretary
NOME JOINT UTILITY BOARD

Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-05

A RESOLUTION APPROVING THE LABOR AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE ALASKA PUBLIC EMPLOYEES ASSOCIATION / AMERICAN FEDERATION OF TEACHERS LOCAL 6138 THROUGH DECEMBER 31, 2024

WHEREAS, the labor agreement between the Utility and the union representing employees in the water & wastewater and administrative service work units expired on December 31, 2023; and,

WHEREAS, representatives of the parties met and tentatively agreed to extend the terms of the current contract one year under substantially the same terms and conditions as the existing agreement; and,

WHEREAS, the Utility Board has reviewed the recommendation and adopted NJUB Resolution 23-05 supporting the agreement extension effective through December 31, 2024, and recommends to the Nome Common Council that the contract be approved.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council concurs with the recommendation of the Utility Board, as expressed in NJUB Resolution 22-05, that the agreement extension between NJUS and the APEA/AFT Local 6138 effective through December 31, 2024, be hereby approved.

APPROVED and SIGNED this ____ day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Interim City Clerk



NOME JOINT UTILITY BOARD

RESOLUTION 23-05

A RESOLUTION TO THE NOME COMMON COUNCIL RECOMMENDING APPROVAL OF THE PROPOSED AGREEMENT BETWEEN NOME JOINT UTILITY SYSTEM AND THE ALASKA PUBLIC EMPLOYEES ASSOCIATION (APEA/AFT) LOCAL 6138 FOR A SUCCESSOR AGREEMENT THROUGH DECEMBER 31, 2024

WHEREAS, NCO 15.10.030(d) requires the Utility Board to study and make recommendations on public utility matters, including labor relations; and,


WHEREAS, employees in the water/sewer and administrative offices are represented by the Alaska Public Employees Association; and,

WHEREAS, the Utility has tentatively agreed to an extension of the labor agreement between NJUS and APEA for a period through December 31, 2024 under substantially the same terms and conditions as the existing agreement;

NOW THEREFORE BE IT RESOLVED that the Nome Joint Utility Board expresses themselves as being in favor of the proposed Collective Bargaining Agreement between the Nome Joint Utility System and APEA, with a term ending December 31, 2024; and,

BE IT FURTHER RESOLVED that the Nome Joint Utility Board recommends to the Nome Common Council approval of said Agreement.

SIGNED THIS 19 DAY OF December, 2023 AT NOME, ALASKA.



Carl Emmons, Chairman
NOME JOINT UTILITY BOARD

ATTEST:



David Barron, Secretary
NOME JOINT UTILITY BOARD

Presented By:
City Manager

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-06

**A RESOLUTION OF THE NOME COMMON COUNCIL PROVIDING FOR THE
RETENTION OF THE NOME VOLUNTEER AMBULANCE DEPARTMENT**

WHEREAS, there is created an ambulance department in the City of Nome under Nome Code of Ordinances 2.40.160; and

WHEREAS, the Nome Volunteer Ambulance Department has operated under the aegis of the City of Nome since 1996; and,

WHEREAS, the Nome Common Council has evaluated whether the City of Nome is the proper parent organization for the Nome Volunteer Ambulance Department; and,

WHEREAS, the Nome Common Council has determined that it is in the best interest of the public that the City of Nome retains the Nome Volunteer Ambulance Department under its aegis;

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council that the City of Nome will retain the Nome Volunteer Ambulance Department.

APPROVED and **SIGNED** this 8th day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk

Presented By:
City Manager

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-07

A RESOLUTION OF THE NOME COMMON COUNCIL RELINQUISHING THE NOME VOLUNTEER AMBULANCE DEPARTMENT

WHEREAS, there is created an ambulance department in the City of Nome under Nome Code of Ordinances 2.40.160; and

WHEREAS, the Nome Volunteer Ambulance Department has operated under the aegis of the City of Nome since 1996; and,

WHEREAS, the Nome Common Council has evaluated whether the City of Nome is the proper parent organization for the Nome Volunteer Ambulance Department; and,

WHEREAS, the Nome Common Council has determined that it is in the best interest of the public that the City of Nome relinquishes the Nome Volunteer Ambulance Department to Norton Sound Health Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council that the City of Nome hereby relinquished the Nome Volunteer Ambulance Department to Norton Sound Health Corporation.

APPROVED and **SIGNED** this 8th day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk

Presented By:
City Manager

Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-24-01-08

A RESOLUTION OF THE NOME COMMON COUNCIL DIRECTING THE CITY MANAGER TO WORK WITH THE STATE OF ALASKA AND THE ALASKA HOUSING FINANCE CORPORATION ON THE \$5,000,000 AWARDED TO THE CITY OF NOME FOR “ATTAINABLE HOUSING” FOR PROFESSIONAL EMPLOYE HOUSING AND AFFORDABLE HOUSING.

WHEREAS, the State of Alaska and the Alaska Affordable Housing Corporation allocated \$5,000,000 each to Bethel, Kotzebue and Nome for Attainable Professional Housing and Affordable Housing; and

WHEREAS, the City of Nome has a need for teacher and public safety housing; and,

WHEREAS, the City of Nome has been allocated these funds to use or lose; and,

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council directs the City Manager to work with the State of Alaska and the Alaska Housing Financing Corporation to determine the best use of these funds for Attainable and Affordable Housing in the City of Nome.

APPROVED and **SIGNED** this 8th day of January, 2024.

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk

TO: The Mayor and Common Council

FROM: Glenn Steckman

RE: City Manager's report

January 5, 2024

City Pool:

Apparently, there is a great deal of misinformation surrounding the pool repairs. And, the number of parts that needed to be replaced or specifically manufactured for the pool. These were not off the shelf items that could be purchased from a pool store.

The pool repairs included making the pool safer to operate for the public employees operating the pool. The pool mechanical room is located in what would be called a confined space. The past pool operations included the mixing of materials in this confined space that could be potentially dangerous. This issue is being addressed in redesign and rebuild of the pool system.

During the repair process, the pool contractor was accommodating the replacement of the Nome-Beltz High School heating and ventilation control system (which portions of the system run through the pool mechanical room) which had a higher a priority.

The old control system is being replaced by a SCADA system. This will allow remote monitoring and operation control of the system. This a control system specially designed for our pool. Pumps have been replaced. Piping damaged by the decision to operate as a salt water pool have been replaced.

Unfortunately, the last round of equipment to be installed arrived damaged by a local air freight operator. This equipment is being replaced by the manufacturer to its specification and control requirements.

Chip Leeper and I will be meeting with Polar Pools on Monday for further updates.

Atlas Tower:

For second reading on Monday, is the request to construct a cell tower for GCI and Verizon. There is also a site on the tower for a repeater for the City of Nome in the future. The Atlas proposed tower site is 1,000 feet further away than an existing tower site owned by Alaska Wireless Network next to the school.

Ambulance Service:

On the agenda, and part of the work session, is information and financial history profit and loss. An estimated budget of increasing service to a full-time service is also included. There is also a letter from NSHC terminating a six plus year old agreement with the NVAD. What is not included is the financial shortfalls in service also agreed to be NSHC but never delivered

On the regular agenda itself are two resolutions either turning over the service to NSHC or to retain the service by the NVAD and the City of Nome.

Model Floodplain Management Ordinance:

FEMA is proposing the city adopt a "Model Floodplain Management Ordinance". Because I recognize typical local concerns on adopting a federal proposal, I have asked our city planner to review it. The goal would be to make amendments to our current ordinance that would keep us in compliance with federal issues.

Taxi Cab licenses:

On your agenda will be legislation to free up five taxi licenses. As part of the ordinance, a lottery will be required to issue the licenses.

Clearly, taxi cab service has been impacted by the number of free shuttles operating in Nome. I am not sure why free shuttle service developed but it could be the result of reduced cab service. Currently, only one cab company is operating with two cabs operating a day.

Fire Marshall Office:

Representatives from the Fire Marshall visited city buildings and private businesses looking for safety issues. Unfortunately, they found violations in city buildings which are being addressed by public works.

Teacher Housing:

On the agenda is a resolution supporting the City of Nome to work with AHFC to develop attainable housing for teachers and other professional staff.

Rec Center:

The new commercial size refrigerator and freezer has finally arrived and been installed in the Rec Center kitchen. The refrigerator and freezer were purchased through a grant.

Forty new replacement tables and 320 replacement chairs have been ordered through Grainger also as part of this grant

Port Development signing ceremony:

The formal signing of the Port Development Project will take place this Thursday, January 11, at Noon in the Council Chambers. The ceremony should take about 15 minutes. Though no action will be taken, it will be a publicly posted meeting.

Radio System:

The Police, Fire, EMS and DPW replacement radio system is out for bid. Bids will be open on Thursday, February 1.

Siren at Public Works Building:

The emergency siren at the Public Works Building that was damaged in the fire will be replaced. After numerous attempts to reach Federal Signal and its sales representatives, city staff finally received a quote and an order was placed. This will be part of a phased upgrade of the city's emergency siren system.

State and Federal Priorities:

Next meeting this will be part of the agenda for formal approval.