

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, NOVEMBER 13, 2023 at 6:00 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 - 6PM

- A. Ambulance Service,

VERBAL

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

COMMUNICATIONS

- A. Flier re: Nome Community Center Invitation to HomePlate Open House,

PAGE 3

- B. Nome Community Center FY24 Q1 Report,

PAGE 4

CITIZEN'S COMMENTS

UNFINISHED BUSINESS

- A. O-23-11-01 An Ordinance Retaining Lot 4, Block 61 of Nome Townsite For A Public Purpose,
SECOND READING/PUBLIC HEARING/FINAL PASSAGE,

PAGE 9

NEW BUSINESS

- A. O-23-11-02 An Ordinance Amending Section 11.10.020 of The Nome Code of Ordinances,
Changing the Composition of The Planning Commission from Seven Members to Five
Members, **First Reading/Discussion,**

PAGE 11

- B. O-23-11-03 An Ordinance Authorizing The Disposal of Municipal Property By Lease to Atlas
Tower 1, LLC, **First Reading/Discussion,**

PAGE 13

- C. R-23-11-01 A Resolution Rejecting All Bids for the NACTEC House Siding Repairs and
Exterior Painting Project and Directing the Manager to Negotiate With Low Bidders,

PAGE 32

- D. R-23-11-02 A Resolution Rejecting All Bids For the City Hall Heating & Ventilation Project and
Directing the Manager to Negotiate With Low Bidders,

PAGE 37

UTILITY MANAGER'S REPORT

- A. Activity Report: October 25 - November 11, 2023,

VERBAL

CITY MANAGER'S REPORT

- [A.](#) Activity Report: October 25 - November 11, 2023,

PAGE 44,

CITIZEN'S COMMENTS

COUNCIL MEMBER'S COMMENTS

MAYOR'S COMMENTS AND REPORT

- A. Activity Report: October 25 - November 11, 2023,

VERBAL

- B. Reappointment of Jim West Jr. to Seat "C" of the Nome Port Commission,

VERBAL,

- C. Reappointment of Charlie Lean to Seat "B" of the Nome Port Commission,

VERBAL

- D. Reappointment of Carol Piscoya to the Nome Public Safety Advisory Commission, Seat "A",

VERBAL

- E. Reappointment of Shauntel Bruner-Alvanna to the Nome Public Safety Advisory Commission, Seat "F",

VERBAL

ADJOURNMENT

Please join us for an
Open House

hosted by the
Nome Community Center

A special showing for our funders and
supporters

Tuesday, November 14, 2023
11:00 AM

Corner of Nathan Baron Alley
and G St.



HOMEPLATE APARTMENTS

NCC FY24
First
Quarter

Nome Community Center, Inc

Executive Director's Report

Quote

“When folks who are struggling and need supportive services around them — by providing stable, secure, safe housing first, then the other issues that are the causes for the homelessness are able to be dealt with,” Rhonda Schneider on Housing First Initiative.

Research shows that Housing First projects help reduce the burden on public systems such as law enforcement and hospital services. They found that residents visited the emergency room about 60% less often after moving in and had about 70% fewer contacts with law enforcement.

While Housing First doesn't require residents to seek treatment for addiction or related issues, study of Brocius and Erisman of University of Alaska in 2017 proved significantly that there is reduction of alcohol consumption for a simple reason having a piece of mind when comfortable sleep was achieved. “Think about the challenges that come with not having a place to sleep. You know, where do your resources go? Where does your energy go? How much stress that causes you. That's not an ideal environment to get healthy — physically healthy, substance abuse healthy, emotionally healthy — and so take away the stress of not having a safe place to be at night, and you invite opportunities for people to work on and focus their energies on things that allow them to get healthier,” Brocius said.

Nome Community Center will be always a community resource to serve our homeless community in Nome, Alaska.



On November 2023; Nome Community Center, Inc. will open the HomePlate Nome Apartments as one of the first Housing Project in Bering Sea region.

Join us to stop homelessness in this region. <https://www.nomecc.org/donate.html>

Community Service Programs

XYZ Senior Center *(Patt Ward; Melanie & Wally Johnson, Denise Tetrick)*

The XYZ Senior Center offers much-needed services to our community elders. These services include congregate meals, transportation, meal deliveries, and laundry facilities. Elders have the opportunity to socialize in the dining area, exercise in the activity room and maintain social media connectivity in the computer lab. There are 117 active consumers in these 3 grant programs and 30 community volunteers that served the Senior and Elderly

programs. (Grants) *USDA, Nutrition, Transportation & Services, Adult Day Services, Health Promotion/ Disease Prevention.*

Breakfast Served: 159	Congregate Meals: 1,303	Meals Delivered: 1,202
Guest Meals: 42	Transport Rides: 1,321	Laundry Loads: 372
Clients (M- 30) (F- 29)	ADS Consumers: 6	Volunteer Hrs: 176

Milestone:

Partnership with Arctic ASAccess- Youth Volunteer

CACFP Administrative training- Patt and Melanie

Partnership with Tundra Delights- free coffee and treats

Partnership with Katirvik Cultural Center- histories/ documentaries in Bering Straits region

Vaccine Clinic

SAGE Care- National Resource Center on LGBTQ and Aging (9 courses) Patt and Melanie

NBHS- Volleyball girls visit elders- games and exercise

Qiviut yarn spun at mill in Fairbanks- received from processing earlier this year

Community Garden participation

Food Bank *(Doris Angusuc with Kathy McKibben and other volunteers)*

The Nome Food Bank is supported by Food Bank of Alaska with USDA commodities and by various community and statewide donors. It opens Tuesdays and Thursdays offering fresh, frozen, and canned food for those who need extra support to feed their families, and many consider it a crucial lifeline. We depend on volunteers to assist with food distribution (total of 312 volunteer hours). AC and Hansons/ Safeway provide daily produce support.

Nome Food Bank was awarded as Anti- Hunger Food Champion by State of Alaska and also provide satellite support to City of Teller for SAFE-D food shipment operations. *Community Initiative Matching Grant of Alaska*

# of New Applications	Households: 42	Individuals: 140
# Households/ Individuals served	Households: 699	Individuals: 1903
Commodities Room: 446 clients	Community Room: 157 clients	SNAP/EBT clients: 40
Villagers Assisted: 2 households	Donated Goods: 4,530 lbs	Donated Cash: \$7,650
# Distributions Trips to Teller: 2	# of (\$50) Food Gift Card Distributed: 6 households	

Housing & Homeless Prevention *(Janice Mixsooke)*

Permanent Supportive Housing is a proven solution to homelessness for the most vulnerable chronically unhoused community members. Program offers case management and supportive services. *Special Needs Housing Grant*

BoS Prioritization: 39	# Chronic Homeless: 17	Comp/Assessments: 10
# of Referral to NEST: 39	Street Outreach: 0	DomViolenceVics: 0
Veterans: 2	Village Returnees: 0	Assist/Out of State Return: 1
Transport Assistance: 20 total	# of Families Assisted: 7 total	Persons W/ Disability: 10 total

Permanent Supportive Housing (*Janice Mixsooke*)

Homeless prevention efforts support families struggling to pay rent and utilities due to crisis, unemployment, or life-altering events to keep individuals and families housed. Participants are currently housed, some have gained employment, some are on a path to sobriety and others are getting the behavioral health services they need. *Continuum of Care- HUD; Supportive Housing Match, Special Needs Housing Grant- Alaska Housing Finance Corp;*

Morse Apartment: #1: 3	#2: 9	#3: 6
Ponderosa #6: 3	#7: 3	#12: 6
KingsWay # A: 1	# B: 0	# C: 0

Single Unit Housing (Shoemaker): 15; Number of Graduate: 0 (all numbers are living units multiplied by months)

Nome Children Home (*Liz Kugzruk and 13 Child Advocates*)

Our Nome Children's Home is a 10-bed emergency housing facility for children who have been removed from their parents' homes by the Office of Children's Services due to reports of harm or unsafe conditions in their home. For many children, those unsafe conditions include neglect and abuse. The Nome Children's Home seeks to keep the children in the region, minimize the effect of trauma, and support the success of families.

USDA, ACT, AK Residential Care for Children and Youth

Number of Bed Nights: 597	Number of Placement: 2	Total Number of Kids: 21
Number of OCS Meetings: 9	Number of TDMs: 2	Number of BHS visits: 44
Number of Incident Reports: 2	# of Med/ Dental/ Vision visits: 38	Self-Harm/ Injuries: 0

Boys & Girls Club (*Ryan VandeVere, Josiah Goslin*)

Nome Boys and Girls Club (B&GC) of Nome is a safe place that provides snacks, after-school care, tutoring, and valuable educational and emotional support for youth. The B&GC serves anywhere from 20 to 30 youth each weeknights. The youth of Nome benefit from building healthy social connections. B&GC is open Monday through Friday for youth ages seven to 18 years of age. Regular activities include Power Hour (homework tutoring), S.T.E.M. (Science, Technology, Engineering, and Mathematics), arts and crafts, field trips, Triple Play, cultural activities, Native Youth Olympics, reading improvement programs, and more! The Nome Clubhouse Facebook page features regular updates and reminders. Several partners have used the BGC facility building for the past quarter period: Camp CRAVE, NSHC Camp Summercise, Kawerak Child Advocacy Center and Alaska Missions mosly for 2 days duration.

Total Quarter Attendance: 549	Total Snacks Served- Quarter: 363
Total "Other Youth" Served: 55	Total Number of Volunteers- Quarter: 13

Nome Youth Court (*Atty. Kathleen Cook and Meghan Topkok*)

The Nome Youth Court gives first-time juvenile offenders the opportunity to keep their crime off the record by agreeing to go on trial before their peers. This Alaskan juvenile justice system is a restorative approach in which sentences focus on rehabilitation and on repairing the damage their mistakes cause to the community. Sentences promote responsibility much more than solely serving punishment. The recidivism rate for those who complete their sentences is much lower than those who are at the mercy of the traditional court system. *State of Alaska Youth Courts & Community Panels*

Number of Youth Court Decisions (cases decided): 0	Number of Cases Pending: 6
Number of Cases Referred by the Villages: 0	Number of Youth Court Conference: 2 participants
Number of Youth Court Team Meetings: 1	Number of Youth Court Participants: 7 and 5 incoming

(NEST) Nome Emergency Shelter Team, Inc (*Janice Mixsooke and 13 Client Advocates*) (Closed for First Quarter)
NEST began in response to several freezing deaths on the streets of Nome. Creating a shelter was a community grassroots effort to prevent exposure-related death by providing a warm, safe place to sleep for anyone in need. NEST opens on November 1, 2023. There are 183 participants that were served under the program last FY 2023. CIMG, BHAP grants *Community Initiative Matching Grant, Basic Homeless Assistance Program, NEST Core Support*

Family Services (*Colleen Spears*) (The program will start November 1, 2023)

Family Services is an agency referral program that assists parents and families. The Coordinator work directly with the Alaska Office of Children's Services to assist families who are at risk of separation from their children. Parenting support groups are a major focus of our work in identifying what is strong, not wrong. We believe that we all have within us the wisdom and cultural competency to manage even the most difficult challenges that confronts families.

AK- Circle of Support; Community Family Education; AK Children's Trust

Total Number of Families Served: 0	Total Number of Caregivers Served: 0
Total Number of New Children Impacted: 0	Total Number of Classes Offered: 0

Home Plate Nome, LLC (*Janice Mixsooke, Liz Johnson, Rhonda Schneider and Terra Development LLC*)

HomePlate Nome, LLC is a Housing First project designed to provide a path toward housing permanency for Nome's most vulnerable chronically homeless population. HomePlate Nome will provide 15 studio apartment units for single occupancy with an on-site property manager's unit. The design includes an onsite medical and mental health clinic with space for individual counseling. Construction of the HomePlate Apartments is expected to be completed by November of 2023 with a projected move in date of December 2023. Ground breaking was held in early September 2022. *Grants from Federal, State, City, Alaska Native Corporations and Private Foundations.*

HUD will conduct a building inspection on November 13, 2023 prior occupation of the building.

Milestones

1. July 13- Dodge RAM Pickup Truck donated by KAWERAK (\$56,665.75)
2. July 19- Northrim Bank donated \$10,000.00 for HomePlate Nome
3. July 21- ED visited Teller Mayor Blanche Garnie and helped enrolled village to SAFE D Program
4. Camp CRAVE: Foxes/ Wolves/ Bears Camps successfully completed with a total of 55 participants
5. (15) Mission Volunteers organized by Rhonda Schneider completed various construction repairs
6. (16) Covenant Church Volunteers (c/o Pastor James) repaired AKMR Cabins at Nuuk
7. August 1- NCC/ NEST and HomePlate are all registered as Charities to AK Law Dept.
8. Starlink High Performance Kit was installed
9. Aug 17- Camp CRAVE 24 Adventures Grant submitted to RuralCap (\$25,000.00)
10. Staff Internal Promotion: Liz Kugzruk; Administrator, (NCH) Nome Children's Home
11. Staff Internal Promotion: Janice Mixsooke; Manager, P- Supportive Housing/ NEST
12. New Staff: Emily Freeman: Logistics Assistant (Youth Mentor for Nome B&GC
13. New Program Staff: Kathleen Cook; Youth Court Coordinator (Nome Law Clerk)
14. NCC Board Vice President met Rasmuson Foundation CEO Gretchen Guess on her Nome visit 08/28
15. MJ Murdock Charitable Trust Board Approved \$470,500 donation to HomePlate Nome
16. September 6; Albertsons Co. Nourishing Neighbors Grant \$2,657.65 from FoodBank of Alaska Approved.
17. September 19; ED met Susan Williams (UWF) AK-President with Linda Heim and Debbie Pintsch in ANC
18. Sept 20-21; ED attended AK Anti-Hunger Network Conference in FoodBank of AK ANC Office
19. September 21; ED advocated NEST support at NSHC Board (\$65,000) funding support (Sept 26)
20. September 29; Church of Nazarene Karmun Center and NEST Agreement signed for 14th Season

People and Culture

David Sobie: Network Data & Administration Support
Doris Angusoc: Nome Food Security
Kathleen Cook: Youth Court & Juvenile Justice
Janice Mixsooke: Permanent Supportive Housing & NEST
Bessie Pagel: NEST/ PSH Coordination
Ida Booshu: NEST Coordination
Bobby Norris: HomePlate Coordinator
Josiah Goslin: Boys & Girls Club
Emily Freeman: Logistics Support
Melanie Johnson: Senior Program Support
Josiah Goslin: Property Management
Emilie Zabel: Office Coordination
Heather Sobie: Administrative Support
Nate Hobbs: ICT Administration
Patt Ward: XYZ Senior Center
Denise Tetrick: Kitchen Supervision
Wally Johnson: XYZ Transportation
Colleen Spears: Family Services Circle of Support
Doris Angusoc: Food Bank
Elizabeth Kugzruk: Nome Childrens Home
Kimberly Bishop: People & Culture
Liz Johnson: Finance & Operations

- * Number of Active Vehicles in Fleet: 11
- *Number of Owned Properties: 6 Buildings
- *Banks with Active Accounts: Wells Fargo and Northrim Bank of Alaska

Governance

Board of Directors 2023 Roster

Margaret Thomas: President	Veronica Alviso: Vice President
Raeshawndra Jett: Secretary	Melissa Ford: Treasurer
Bridie Trainor	Garrick Fuller
Joy Morgan	Jessica Lemaire
Mary David	Vacant
Jenn Miller(Ex-Officio)	Vacant: Susan Williams (Ex- Officio)

- * Number of Active Board of Directors: 11 (vacant :1); Number of Board Meetings: 1

Nome Community Center Inc.
(NEST) Nome Emergency Shelter Team Inc.
HomePlate Nome LLC

Ephraim Palmero, MD
 Executive Director
www.nomecc.org

1st Reading: October 24, 2023
2nd Reading: November 13, 2023

Presented By:
City Manager

Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

ORDINANCE NO. O-23-11-01

AN ORDINANCE RETAINING LOT 4, BLOCK 61 OF NOME TOWNSITE FOR A PUBLIC PURPOSE

WHEREAS, in 2No-19-00225CI, the City of Nome judicially foreclosed on Lot 4, Block 61, TOWNSITE OF NOME, Cape Nome Recording District (the “Property”), located at 602 Warren Pl & 603 W 4th Ave and formerly owned by Fred Larsen Sr, for delinquent real property taxes; and,

WHEREAS, during a one-year redemption period, the City sent notices to the former record owner stating that the Property would be deeded to the City if not redeemed; and,

WHEREAS, the Clerk of Court issued a clerk’s deed dated September 8th 2022 that conveys the Property to the City; and

WHEREAS, the former record owner has not sought to repurchase the Property in accordance with AS 29.45.470; and

WHEREAS, AS 29.45.460 provides that the Council shall determine by ordinance whether foreclosed property deeded to the City shall be retained for a public purpose; and

WHEREAS, the Council has determined that the empty lot is best used to demonstrate a new method of constructing housing in the Arctic with the potential for alleviating the current housing shortage in the City of Nome;

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

SECTION 1. Classification

This is a non-Code ordinance.

SECTION 2. Retention of Real Property Tax Foreclosed Property for a Public Purpose.

Lot 4, Block 61, TOWNSITE OF NOME, Cape Nome Recorded District, located at 602 Warren Pl & 603 w 4th Ave, formally owned by Fred Larsen Sr. shall be retained by the City of Nome for a public purpose.

SECTION 3. Effective Date. This ordinance shall be effective upon adoption.

APPROVED and SIGNED the 13th day of November, 2023.

JOHN K. HANDELAND,
Mayor

ATTEST:

JEREMY JACOBSON,
Deputy City Clerk

1st Reading: November 13, 2023
2nd Reading: November 27, 2023

Presented by:
City Manager
Action Taken:
Yes____
No____
Abstain____

**CITY OF NOME, ALASKA
ORDINANCE NO. O-23-11-02**

**AN ORDINANCE AMENDING SECTION 11.10.020 OF THE NOME CODE OF
ORDINANCES, CHANGING THE COMPOSITION OF THE PLANNING
COMMISSION FROM SEVEN MEMBERS TO FIVE MEMBERS**

WHEREAS, there is created a Planning Commission in the City of Nome to perform all the duties of a planning commission set out in Alaska Statutes and Nome Code of Ordinances title 11; and,

WHEREAS, the current composition of seven members has presented issues of attaining quorum to conduct the Public’s business; and

WHEREAS, reducing the membership of the commission from seven members to five will allow for more regular meetings and thus greater expediency in conducting the Public’s business; and

WHEREAS, there are currently only five members serving in seats C through G;

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

SECTION 1. Classification. This is a Code ordinance.

SECTION 2. Amendment of Section 11.10.020. Section 11.10.020 of Nome Code of Ordinances is hereby amended to read as follows [additions are underlined; deletions are ~~overstruck~~]:

11.10.020 Composition. The planning commission shall consist of ~~seven~~ five residents of the city. Each commission member shall be appointed by the mayor for a term of three years subject to confirmation by the city council. ~~Succession from members first appointed under prior ordinances shall~~

~~continue as established on the date of enactment of the ordinance codified in this chapter.~~

SECTION 3. Effective Date. This ordinance is effective upon passage. Upon passage, the seat designations shall shift two letters, whereby seat C becomes seat A, seat D becomes seat B, seat E becomes seat C, seat F becomes seat D, and seat G becomes seat E.

APPROVED and SIGNED the 27th day of November, 2023.

JOHN K. HANDELAND
Mayor

ATTEST:

JEREMY JACOBSON
Deputy City Clerk

1st Reading: November 13, 2023
2nd Reading: November 27, 2023

Presented by:
City Manager

Action 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 November 27, 2023.

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

APPROVED and SIGNED this 27th day of November, 2023.

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

Tower Name: NOME AK GCI - City of Nome

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 to exercise its right of first refusal to accept the Offer but shall not 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:



Tower Name: NOME AK GCI - City of Nome

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 Strumph

Title: COO

Date: _____

State of Colorado

County of Boulder

On this ____ day of _____, 20__, before me personally appeared Helmundt Strumph, 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:



Tower Name: NOME AK GCI - City of Nome

Presented By:
City Manager
Action Taken:
Yes ___
No ___
Abstain ___

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-11-01

A RESOLUTION REJECTING ALL BIDS FOR THE NACTEC HOUSE SIDING REPAIRS AND EXTERIOR PAINTING PROJECT AND DIRECTING THE MANAGER TO NEGOTIATE WITH LOW BIDDERS

WHEREAS, the two bids received through the Request for Bids process exceeded estimates, and

WHEREAS, the City Manager of Nome believes these bids are excessive related to the City Engineer’s estimate, and

WHEREAS, it is the City Manager’s recommendation that the Common Council reject the low bid of \$339,891 by Visser Construction, LLC

NOW THEREFORE LET IT BE RESOLVED, the Common Council rejects the low bid by Visser Construction, LLC of \$339,891.00

APPROVED and **SIGNED** this 13th day of November, 2023

JOHN K. HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk



NOTICE OF BID REJECTION

TO: Bidders of Record

PROJECT DESCRIPTION: CITY OF NOME – NACTEC HOUSE SIDING REPAIRS AND EXTERIOR PAINTING

The City of Nome has received and opened bids on November 2, 2023 for the subject project. Based on the bid tabulations (attached) the City of Nome (City) rejects all bids because all received bids exceed the allocated project budget. The City reserves the right to negotiate a lower price with the lowest responsive bidder(s) for value engineering as approved by the Nome City Council.

Dated this 13th day of November, 2023.

CITY OF NOME
OWNER

By




City Manager

Bidders of Record:

<u>Company</u>	<u>Representative</u>	<u>Contact E-Mail</u>
Visser Construction LLC	Eric Visser	<i>e-mail eric@visser.com</i>
Ahtna Global, LLC	Marty Molyneux Sr.	<i>e-mail mmolyneux@ahtna.net</i>

Cc: Charles Cacciola, City Attorney

BIDDER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Bid Form Signed in Ink and Dated	Current Alaska Contractor's Cert. of Reg. No. Shown and Attached to Bid Form	5% Bid Bond	All Addenda (ONE) Acknowledged with Number and Date	TOTAL BASE BID
Wolverine Supply	11/2/23 11:07AM	✓	✓	✓	✓	✓	✓	\$1,000,000.00
Visser Construction LLC	11/2/23 8:29AM	✓	✓	✓	✓	✓	✓	\$339,891.00


 Witness _____ Date 11/2/23

 Witness _____ Date 11/2/23

 Witness _____ Date 11/2/23

Attest:


 Jeremy Jacobson, Deputy City Clerk, Date




BIDDER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Bid Form Signed in Ink and Dated	Current Alaska Contractor's Cert. of Reg. No. Shown and Attached to Bid Form	5% Bid Bond	All Addenda (ONE) Acknowledged with Number and Date	TOTAL BASE BID
Wolverine Supply	11/2/23 11:07am	✓	✓	✓	✓	✓	✓	1,009,000
Visser Construction LLC	11/2/23 8:29am	✓	✓	✓	✓	✓	✓	339,891


 11/2/2023
 Witness Date
 11/4/23
 Witness Date
 11/2/23
 Witness Date

Attest:

 Jeremy Jacobson, Deputy City Clerk, Date

BIDDER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Bid Form Signed in Ink and Dated	Current Alaska Contractor's Cert. of Reg. No. Shown and Attached to Bid Form	5% Bid Bond	All Addenda (ONE) Acknowledged with Number and Date	TOTAL BASE BID
Wolverine Supply	Nov 1 12:07	✓	✓	✓	✓	✓	✓	1,000,000
Vigor Construction LLC	11/2/23 9:14	✓	✓	✓	✓	✓	✓	35,000

 _____
 Witness Date 11/4/23
 _____
 Witness Date 11/2/23
 _____
 Witness Date 11/2/23

Attest:
 _____
 Jeremy Jacobson, Deputy City Clerk, Date

Presented by:
City Manager
Action Taken:
Yes____
No____
Abstain____

CITY OF NOME, ALASKA

RESOLUTION NO. R-23-11-02

A RESOLUTION REJECTING ALL BIDS FOR THE CITY HALL HEATING AND VENTILATION PROJECT AND DIRECTING THE MANAGER TO NEGOTIATE WITH LOW BIDDERS

WHEREAS, the City of Nome issued an invitation to bid (“ITB”) for the Nome City Hall –Heating and Ventilation Upgrades (the “Project”) contract;

WHEREAS, scope of the work is summarized as upgrades to the heating and ventilation systems at City Hall to improve their performance and resilience by addressing deferred maintenance items, bringing the systems up to current codes and standards, improving equipment controls, and generally modernizing the heating and ventilation systems with new boilers, pumps, air handlers, heating piping and duct work, alarm system and new controls to operate all equipment on site and remotely;

WHEREAS, the deadline to submit bids was November 2, 2023;

WHEREAS, the City two bids, both determined to be responsive bids from responsible bidders, Sturgeon Electric and Ahtna Global;

WHEREAS, Sturgeon Electric Company, Inc. bid \$1,598,500;

WHEREAS, Ahtna Global, LLC bid \$2,192,687;

WHEREAS, the budget for the Project is \$1.2 million;

WHEREAS, NCO 17.40.170 provides that the city may reject all bids if the manager or council determines that it is in the best interest of the city to do so; and

WHEREAS, NCO 17.40.110(f) provides that where the lowest responsive bid from a responsible bidder exceeds the amount of funds available that, upon a finding that the efficient operation of the city government requires that the contract be awarded without delay, the city may negotiate with one or more of the lowest responsive and responsible bidders and may award the reduced contract to the bidder that agrees to the best negotiated terms;

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

1. **Findings.** The city manager, following consultation with the finance department has certified that the amount of funds available for the Project is \$1,200,000.00. The lowest responsive is approximately one-third greater than the amount of funds available. Rejecting all bids for the Project is in the best interest of the city because the lowest responsive bid significantly exceeds the funds available for the Project.

The date of substantial completion for the Project set forth in the ITB is September 15, 2024. This date of substantial completion is intended to accommodate long-lead time materials necessary for the Project while ensuring that the city enjoys the benefits of improvements to the City Hall heating and ventilation system in the fall and winter of 2024.

The project engineer has opined that the time necessary to reduce the scope of work (re-design) and re-bid the project will result in missing the 2024 construction season. Substantial completion of the Project would likely be pushed into the 2025 construction season. Construction costs have increased significantly over the past several years and it is likely that pushing the Project into the 2025 construction season would result in greater cost to the city than if the Project, reduced in scope, is completed in the 2024 construction season.

Given the importance of completing the heating and ventilation improvements prior to fall and winter 2024 and commitment cost savings achieved through the improvements and the avoidance of a more costly project in 2025, the council finds that the efficient operation of the city government requires that the contract be awarded without delay.

2. **Rejection of Bids.** All bids received for the Project are hereby rejected.

Directive to Negotiate. The city manager is directed to negotiate, in consultation with the project engineer, with the two bidders who submitted responsive bids for a reduced contract for the Project. When such negotiations have concluded, the manager shall present to the council a proposed contract containing the best negotiated terms for the council to determine award of the contract.]

APPROVED and **SIGNED** this 13th day of November, 2023.

JOHN HANDELAND, Mayor

ATTEST:

JEREMY JACOBSON, Deputy City Clerk



NOTICE OF BID REJECTION

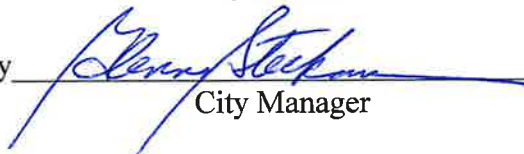
TO: Bidders of Record

PROJECT DESCRIPTION: CITY OF NOME – NOME CITY HALL -
HEATING AND VENTILATION UPGRADES

The City of Nome has received and opened bids on November 2, 2023 for the subject project. Based on the bid tabulations (attached) the City of Nome (City) rejects all bids because all received bids exceed the allocated project budget. The City reserves the right to negotiate a lower price with the lowest responsive bidder(s) for value engineering as approved by the Nome City Council.

Dated this 13th day of November, 2023.

CITY OF NOME
OWNER



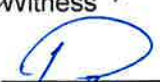
By  _____
City Manager

Bidders of Record:

<u>Company</u>	<u>Representative</u>	<u>Contact Fax</u>
Sturgeon Electric Company, Inc.	Alan A. Growden	<i>fax (907)562-0421</i>
Ahtna Global, LLC	Tim Finnigan	<i>fax (907)561-5475</i>

Cc: Charles Cacciola, City Attorney

BIDDER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Bid Form Signed in Ink and Dated	Current Alaska Contractor's Cert. of Reg. No. Shown and Attached to Bid Form	5% Bid Bond	All Addenda (TWO) Acknowledged with Number and Date	TOTAL BASE BID
Sturgeon Electric	11/2/23 10:56am	✓	✓	✓	✓	✓	✓	1,598,500
Ahtna Global	11/2/23 8:36am	✓	✓	✓	✓	✓	✓	2,192,687


 Witness _____ Date 11/2/2023

 Witness _____ Date 11/2/23

 Witness _____ Date 11/2/22

Attest:





 Jeremy Jacobson, Deputy City Clerk, Date

	BIDDER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Bid Form Signed in Ink and Dated	Current Alaska Contractor's Cert. of Reg. No. Shown and Attached to Bid Form	5% Bid Bond	All Addenda (TWO) Acknowledged with Number and Date	TOTAL BASE BID
1	Sturgeon Electric	Nov 2 10:56 AM	✓	✓	✓	✓	✓	✓	1,598,500 ⁰⁰
2	ATANA	NOV 2 8:36	✓	✓	✓	✓	✓	✓	1,192,687 ⁰⁰

Glenn Steedman 11/2/23
 Witness Date
[Signature] 11/2/23
 Witness Date
[Signature] 11/2/23
 Witness Date

Attest:
Jeremy Jacobson
 Jeremy Jacobson, Deputy City Clerk, Date

BIDDER NAME	DATE/TIME RECEIVED	SEALED	Enveloped Addressed and Properly Marked	Bid Form Signed in Ink and Dated	Current Alaska Contractor's Cert. of Reg. No. Shown and Attached to Bid Form	5% Bid Bond	All Addenda (TWO) Acknowledged with Number and Date	TOTAL BASE BID
Stergent	11/02/2023 10:56h	✓	✓	✓	✓	✓	✓	\$1,898,500.00
Autna	11/2/23 8:36 AM	✓	✓	✓	✓	✓	✓	\$2,192,687.00


 Witness _____ Date 11/2/23

 Witness _____ Date 11/2/2023

 Witness _____ Date 11/2/23

Attest: 

 Jeremy Jacobson, Deputy City Clerk, Date

TO: The Mayor and Common Council

FROM: Glenn Steckman

RE: City Manager's report

November 10, 2023

Community Development Block Grant:

The City of Nome is not eligible to apply for these funds at this time. According to HUD only 41% of our residents are low to moderate income. If this project was more targeted, for instance, construction of housing for low-moderate income, it would be acceptable. The Nome Census District has an LMI of 58%. Unfortunately, the Rec Center is not seen as a regional benefit

This coming May/June the City of Nome will need to survey 404 homes out of 1200 to determine if the city may qualify under this approach of assessment.

RFP Rejections:

Two RFPs issued by the City of Nome one for the heating and Ventilation system for City Hall and the second for painting and siding repair exceeded the city estimates. I am asking the Common Council to reject both bids.

The bid for City Hall heating and Ventilation system is close to the estimate and has a greater priority of need. I am asking that you support the City Engineer, John Blees, to see if the project can be reduced in cost. The proposal may be inflated by rental housing costs.

Atlas Tower 1 LLC:

Atlas Tower 1, LLC wishes to lease a piece of land 50'x50' (2500 sq. ft.) from the City of Nome to construct a cell tower on city property adjacent to NACTEC and Nome-Beltz High School. The first two customers that will lease space from Atlas Tower 1, LLC is GCI and Verizon. Additional wireless companies are expected to seek space on the new cell tower.

The basic terms of the lease are a \$750.00 payment per month when the cell tower is complete and a 2% per annum increase thereafter. The initial term is for 360 months (30 years) with additional renewal of four five-year extensions The City of Nome will have space to hang a repeater antenna. Atlas Tower 1, LLC will pay property taxes including improvements to the property. Additional carriers will pay the City of Nome if added. And, there will a one-time signing bonus of \$2,000.00.

Work Session:

A work session is scheduled for Monday night at 6pm to discuss the future of ambulance service in Nome.

NSHC is proposing a twenty-four-hour manned service that may be supplemented by volunteers. To assist in this transition, two ambulances will be sold to NSHC at a fair market value. Dispatch will transfer

ambulance calls to NSH. The City of Nome would also surrender its license to operate a ground ambulance.

NSHC may extend employment to the current FTE of the NVAD.

Police Chief Interviews:

The Public Safety Advisory Commission has completed the review of all the candidate resumes, and interviewed six candidates and will soon to select three finalists.

City Clerk:

City Clerk interviews will start on 11/11.

Christmas Extravaganza 25 years:

Christmas Extravaganza will celebrate its 25th anniversary this year. This year's date of celebration will be on Thursday, December 7 at 530pm. Because of the fire at the Public Works Building, there will be new decorations and newly donated decorations. Changes this year include holiday songs in Inupiat and a bell choir. The Nome Nugget will print all new song books. Santa Claus is watching who is naughty and nice as he prepares to make his appearance

Swimming Pool:

The contractor is waiting for specially made rubber "boots" to complete the job. These rubber boots allow for vibration between the motors and the pipe connections.

Iron Dog:

Mike Vasser, Stacey Greene and Ginny Thomas met with me to discuss the 2024 Iron Dog race in February. Unlike previous years, this year's first half of the race will end at City Hall. This should provide more visibility of the racers for our residents and visitors to Nome. Snow machines by the Expedition Class will be parked next to City Hall.

As part of the race 110 helmets will be given out to children to reduce traumatic brain injuries. The City of Nome will sponsor 20 helmets.

Radio System:

The final draft was given to Nome by Federal Engineering to put out an RFP for the replacement of the city's ailing radio system. The goal is to move forward with replacement. As of this date in the E-911 fund is \$735,967.00. The current estimates may not be enough to cover the upgrade.

Chamber of Commerce meeting:

I briefed the Board on upcoming events with the city and on many of the issues addressed in this report to you.

Planning Commission:

Because of timing conflicts with commission members and staff, it appears future commission meetings will be on the second Tuesday of each month.

City Planner, Erin Reinders has completed a Front Street Zoning proposal for the commission members to continue which I believe will encourage redevelopment of Front and also address housing needs.

Cape Nome:

As you may remember Cape Nome was severely damaged by Merbok. City staff have been meeting with FEMA and State of Alaska officials on the repairs of the facility. A meeting with adjacent land owners was also held with Federal and State officials on this project.

Audit:

Altman Rogers & Co. had their exit interview with Councilmember Mark Johnson, Nickie Crowe, Finance Director and me to discuss any concerns that Altman, Rogers may have found as the City of Nome closes out its books for the 2022/2023 budget year. Altman Rogers was pleased with city staff being able to respond promptly to any of their inquiries.