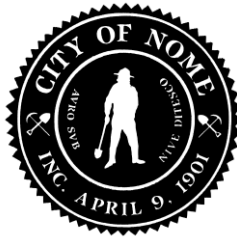


**Mayor**  
John K. Handeland  
**Manager**  
Glenn Steckman  
**Clerk**  
Bryant Hammond



**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 27, 2023 at 5:30 / 7:00 PM  
COUNCIL CHAMBERS IN CITY HALL

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

---

WORK SESSION - 5:30 PM

A. Nome Public Schools 2024 Legislative and Capital Improvement Priorities,  
**VERBAL**

B. City of Nome 2024 Legislative Priorities,  
**PAGE 3**

OATH OF OFFICE

A. Luke Hansen, Youth Representative,  
**PAGE 11**

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

A. November 13, 2023 Nome Common Council Regular Meeting Minutes,  
**PAGE 12**

COMMUNICATIONS

A. Letter of November 20, 2023 from AMCO to Nome Common Council re: Retail Marijuana Store #17077 2023-2024 Combined Renewal Notice,  
**PAGE 18**

B. Letter of November 20, 2023 from AMCO to Nome Common Council re: Retail Marijuana Store #11119 2023-2024 Combined Renewal Notice,  
**PAGE 24**

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**,  
**PAGE 31**

NEW BUSINESS

A. O-23-12-01 An Ordinance Amending Chapter 13.15.010 To Modify Hours of Curfew And to Clarify Certain Defenses, **FIRST READING/DISCUSSION**,

**PAGE 50**

- [B.](#) R-23-11-03 A Resolution Authorizing the Entrance Into A Lease Agreement With CAT Finance To Purchase A CAT 160 Grader,

**PAGE 55**

- [C.](#) R-23-11-04 A Resolution In Support of The Continued Lease and Maintenance of The Topkok Shelter Cabin By The Nome Kennel Club,

**PAGE 56**

- [D.](#) R-23-11-05 A Resolution Supporting Full Funding (\$7,644,677) For the State of Alaska Municipal Harbor Facility Grant Program in the FY 2025 State Capital Budget,

**PAGE 57**

UTILITY MANAGER'S REPORT

- A. Activity Report: October 12 - November 20, 2023,

**VERBAL**

CITY MANAGER'S REPORT

- [A.](#) Activity Report: October 12 - November 20, 2023,

**PAGE 59**

- [B.](#) November Port Projects Update,

**PAGE 60**

CITIZEN'S COMMENTS

COUNCIL MEMBER'S COMMENTS

MAYOR'S COMMENTS AND REPORT

- A. Activity Report: October 12 - November 20, 2023,

**VERBAL**

ADJOURNMENT

Action Taken:  
Yes 6  
No 0  
Abstain 0

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-22-01-05 (amended)**

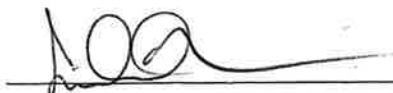
**A RESOLUTION ENDORSING PROJECTS  
FOR THE CITY OF NOME'S 2022 STATE LEGISLATIVE PRIORITIES**

WHEREAS, it is with unanimity that the following prioritized projects are considered worthy of advocacy to State of Alaska legislative and administrative leaders:


- Priority 1) Port of Nome Modifications Project Phase 1 Construction; (\$175 M)
  - Support funding non-federal cost-share to construct Phase 1 of the Port of Nome Modifications – Arctic Deep Draft Port Project;
- Priority 2) New Teacher Housing Complex (\$9 M);
- Priority 3) Due to the anticipated need for housing in conjunction with Port development, provide State incentives to stimulate the construction of affordable housing in Nome;
- Priority 4) Covered Multi-Use Recreational Structure (\$950,000);

NOW, THEREFORE, BE IT RESOLVED that the Nome City Council endorses the aforementioned items for inclusion in the City of Nome 2022 State of Alaska Legislative Priorities Package.

APPROVED and SIGNED this 24<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
**JERALD BROWN,**  
Presiding Council Member

ATTEST:

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

Presented By  
Mayor Beneville

Action Taken:  
Yes 6  
No 0  
Abstain 0

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-20-01-03**

**A RESOLUTION ENDORSING PROJECTS  
FOR THE CITY OF NOME'S 2020 STATE LEGISLATIVE PRIORITIES**

**WHEREAS**, it is with unanimity that the following prioritized projects are considered worthy of advocacy to State of Alaska legislative and administrative leaders:

- Priority 1) Public Safety, Domestic Violence and Sexual Assault;
- Priority 2) Full Support of Statewide Port Construction Bond Package;
  - Legislative resolution supporting expedition of Port Modification Feasibility Study & Design, and a collaborative partnership with Alaska Department of Transportation & Public Facilities;
- Priority 3) Nome School Capital Improvements:
  - New Teacher Housing Complex (\$7 M);
  - Beltz Campus Generator & Electrical Service Replacement (\$1.6M);
  - DDC Control System Replacement (\$1.9 M);
  - Upgrades to NES Exterior, Structure & Parking (\$2 M);
- Priority 4) Continued State Partnership with communities:
  - Full funding of the Power-Cost Equalization (PCE) Program;
  - Funding of Municipal Revenue Sharing Program;
  - School Bond Debt Reimbursement;
  - Continued on-behalf funding for PERS liabilities;
- Priority 5) Infrastructure maintenance and improvements:
  - Nome Airport Runway Upgrades;
  - Nome Road Improvements; particularly Front Street, Steadman Street, Little Creek Road, Bering Street, Port Road, and Seppala Drive, including aging water-sewer utility replacement within roads and dust control on Center Creek Road and Greg Kruschek Avenue;
- Priority 6) Covered Multi-Use Recreational Structure (\$650,000);
- Priority 7) Water and Sewer Infrastructure Improvements.

**NOW, THEREFORE, BE IT RESOLVED** that the Nome City Council endorses the aforementioned items for inclusion in the City of Nome 2020 State of Alaska Legislative Priorities Package.



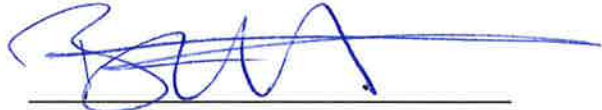
APPROVED and SIGNED this 13<sup>th</sup> day of January, 2020.

Item B.



**RICHARD BENEVILLE, Mayor**

**ATTEST:**



**BRYANT HAMMOND, City Clerk**

Presented By  
Mayor Handeland

## Action Taken:

Yes 5No 0Abstain 0

## CITY OF NOME, ALASKA

## RESOLUTION NO. R-21-01-04

**A RESOLUTION ENDORSING PROJECTS  
FOR THE CITY OF NOME'S 2021 STATE LEGISLATIVE PRIORITIES**

**WHEREAS**, it is with unanimity that the following prioritized projects are considered worthy of advocacy to State of Alaska legislative and administrative leaders:

- Priority 1) Public Safety, Domestic Violence and Sexual Assault;
- Priority 2) Full Support of Statewide Port Construction Bond Package;
- Legislative resolution supporting expedition of Port of Nome Modifications design & construction, and continued collaboration with Alaska Department of Transportation & Public Facilities;
- Priority 3) Nome School Capital Improvements:
- New Teacher Housing Complex (\$7 M);
  - Beltz Campus Generator & Electrical Service Replacement (\$1.6M);
  - DDC Control System Replacement (\$2.2 M);
  - Upgrades to NES Exterior, Structure & Parking (\$2 M);
  - Hold Harmless Funding Plan for COVID-19 Response
- Priority 4) Continued State Partnership with communities:
- Full funding of the Power-Cost Equalization (PCE) Program;
  - Funding of Municipal Revenue Sharing Program;
  - School Bond Debt Reimbursement;
  - Continued on-behalf funding for PERS liabilities;
- Priority 5) Infrastructure maintenance and improvements:
- Nome Airport Runway Upgrades;
  - Nome Road Improvements; particularly Front Street, Steadman Street, and Little Creek Road, including aging water-sewer utility replacement within roads and dust control on Center Creek Road;
- Priority 6) Covered Multi-Use Recreational Structure (\$950,000);
- Priority 7) Water and Sewer Infrastructure Improvements.

**NOW, THEREFORE, BE IT RESOLVED** that the Nome City Council endorses the aforementioned items for inclusion in the City of Nome 2021 State of Alaska Legislative Priorities Package.

APPROVED and SIGNED this 25<sup>th</sup> day of January, 2021.

Item B.

  
JOHN K. HANDELAND, Mayor

ATTEST:

  
CHRISTINE PISCOYA, Deputy City Clerk

Action Taken:  
Yes 5  
No 0  
Abstain 0

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-22-02-07**

**A RESOLUTION ENDORSING PROJECTS  
FOR THE CITY OF NOME'S 2022 FEDERAL LEGISLATIVE PRIORITIES**

WHEREAS, City leaders look to the Federal Government for assistance as a partner with Nome to improve the quality of life for all of Nome's residents; and,


WHEREAS, it is with unanimity that the following community infrastructure items and position statements are considered worthy of advocacy to Federal legislative and administrative leaders:

- A Reduction in the City of Nome's Cost Share Portion of the Arctic Deep Draft Port Construction;
- Increased Funding / Subsidies for Rural Communities Suffering from Inadequate Housing;

NOW, THEREFORE, **BE IT RESOLVED** that the Nome City Council endorses the aforementioned items for inclusion in the City of Nome 2022 Federal Legislative Priorities Package.

APPROVED and SIGNED this 28<sup>th</sup> day of February, 2022.

  
JOHN K. HANDELAND, Mayor

ATTEST:  
  
BRYANT HAMMOND, Clerk

Presented By  
Mayor Handeland

Action Taken:  
Yes 5  
No 0  
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-21-01-05

A RESOLUTION ENDORSING PROJECTS  
FOR THE CITY OF NOME'S 2021 FEDERAL LEGISLATIVE PRIORITIES

WHEREAS, City leaders look to the Federal Government for assistance as a partner with Nome to improve the quality of life for all of Nome's residents; and,

WHEREAS, it is with unanimity that the following community infrastructure items and position statements are considered worthy of advocacy to Federal legislative and administrative leaders:

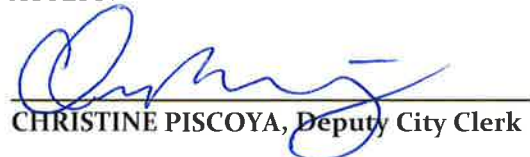
- Domestic Violence and Sexual Assault as a Public Safety Concern;
- Arctic Deep Draft Port at Nome;
- Seasonal Coast Guard Forward Operating Location;
- Maritime Communications Center;
- Drug & Alcohol Abuse, Suicide Prevention; Education, and Treatment;
- Alternative Energy Production Sources and Enhanced Energy Storage;
- Water and Sewer Infrastructure Improvements, including adequate facilities to accommodate waste generated by increasing marine traffic.
- Preparedness & Emergency Response Equipment Facility;

NOW, THEREFORE, BE IT RESOLVED that the Nome City Council endorses the aforementioned items for inclusion in the City of Nome 2021 Federal Legislative Priorities Package.

APPROVED and SIGNED this 25<sup>th</sup> day of January, 2021.

  
JOHN K. HANDELAND, Mayor

ATTEST:

  
CHRISTINE PISCOYA, Deputy City Clerk

Presented By  
Mayor Beneville

Action Taken:  
Yes 6  
No 0  
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-20-01-04

A RESOLUTION ENDORSING PROJECTS  
FOR THE CITY OF NOME'S 2020 FEDERAL LEGISLATIVE PRIORITIES

WHEREAS, City leaders look to the Federal Government for assistance as a partner with Nome to improve the quality of life for all of Nome's residents; and,

WHEREAS, it is with unanimity that the following community infrastructure items and position statements are considered worthy of advocacy to Federal legislative and administrative leaders:

- Domestic Violence and Sexual Assault as a Public Safety Concern;
- Arctic Deep Draft Port at Nome;
- Seasonal Coast Guard Forward Operating Location;
- Maritime Communications Center;
- Alternative Energy Production Sources and Enhanced Energy Storage;
- Water and Sewer Infrastructure Improvements;
- Preparedness & Emergency Response Equipment Facility;
- Drug & Alcohol Abuse, Suicide Prevention; Education, and Treatment;

NOW, THEREFORE, BE IT RESOLVED that the Nome City Council endorses the aforementioned items for inclusion in the City of Nome 2020 Federal Legislative Priorities Package.

APPROVED and SIGNED this 13<sup>th</sup> day of January, 2020.



RICHARD BENEVILLE, Mayor

ATTEST:



BRYANT HAMMOND, City Clerk

**OATH OF OFFICE**

United States of America        )  
State of Alaska                    )            ss.  
Second Judicial District        )

“I, **Luke Hansen**, do solemnly swear that I will support the Constitution of the United States, the laws of the State of Alaska, and the Ordinances of the Municipality of Nome, and that I will, to the best of my ability, honestly and faithfully discharge the duties of my office of **City of Nome Youth Representative** without fear, favor or partiality and therein to do every justice to all persons and to the City, so help me GOD.”

**SIGNED AND SWORN** this 27<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
**Luke Hansen**  
Youth Representative

**ATTEST:**

\_\_\_\_\_  
**John K. Handeland**  
Mayor

**Mayor**  
John K. Handeland

**Manager**  
Glenn Steckman

**Deputy Clerk**  
Jeremy Jacobson



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

**NOME COMMON COUNCIL**  
**REGULAR MEETING MINUTES**  
MONDAY, NOVEMBER 13, 2023 at 6:00 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,

**ROLL CALL**

Members Present: Scot Henderson; Mark Johnson; Adam Martinson; Maggie Miller;  
Cameron Piscoya; M. Sigvanna Tapqaq (virtual- Microsoft Teams)

Members Absent:

Also Present: John K. Handeland, Mayor; Glenn Steckman, City Manager;  
Jeremy Jacobson, Deputy City Clerk; Jim West Jr., NVAFD Chief;  
Nickie Crowe, Finance Director; Hunter Bellamy, NVAFD; Rose Reale, NVAFD;

In the audience: Angie Gorn, NSHC; Dr. Mark Peterson; Megan MacKiernan;  
Danielle Slingsby (virtual); Kallie Paniataaq; Diana Haecker, Nome Nugget,  
Ken Hughes; Rodney Green

**APPROVAL OF AGENDA**

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

At the roll call:

Aye:

Nay:

Abstain:

The motion **CARRIED**.

**APPROVAL OF MINUTES**

**COMMUNICATIONS**

- A. Flier re: Nome Community Center Invitation to HomePlate Open House,
- B. Nome Community Center FY24 Q1 Report,
  - Mayor Handeland noted both communication items for the Council, opining attendance to HomePlate open house if available.

**CITIZEN'S COMMENTS**

(2:15)



- Rodney Jones, owner of Nome Checker Cab expressed opinions regarding transportation business competition in town.
- Eugen Ryals Jr. expressed a lack of business within cab industry.
- Clifton McHenry described speeding traffic on E. 4th Ave. and his concerns with safety in a densely populated residential area.
- Ken Hughes, chair of the Nome Planning Commission, addressed O-23-11-02 on the evening's agenda, an ordinance to reduce the size of the Nome Planning Commission. He described Nome Planning Commission's recent contributions for the City of Nome, additional responsibilities given to the commission as a result of their contributions, Nome Historic Preservation Commission. He opined there might be more support for the Nome Planning Commission rather reducing the Commission, requesting addressing to current pending commission applications and or an aggressive campaign to fill vacant seats on the commission.

### **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,**

(21:48)

A motion was made by C. Henderson and seconded by C. Martinson to adopt O-23-11-01.

For the purpose of holding a public hearing, the Council recessed at 7:39 PM.

The Council reconvened at 7:39 PM.

Discussion:

- Council Member Henderson inquired into the development of the lot and the City's future plan with the lot.
- Manager Steckman described the lot as recently demolished the structure on the lot, leaving it currently vacant and plans for future development of a 3D printed home.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED.**

### **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,**

(23:34)

A motion was made by C. Henderson and seconded by C. Martinson to advance O-23-11-02.

## Discussion:

- Council Member Johnson stated his opposition toward reduction of the Nome Planning Commission. He opined the development with the Port of Nome expansion project and development still needed around town was reason to consider further recruitment toward the Nome Planning Commission and their assistance.
- Council Member Henderson inquired into why the Nome Planning Commission was being considered for reduction.
- Manager Steckman stated the Planning Commission had recently missed an important pre-planned meeting, among other meetings due to a lack of quorum.
- Council Member Johnson inquired into the other commissions and their commission size.
- Manager Steckman noted 7 members for Port, Planning, and Public Safety Advisory Commissions.
- Council Member Piscoya questioned whether there were any other vacancies on any of the other commissions.
- Manager Steckman noted one vacancy currently with the Public Safety Advisory Commission.
- Council Member Miller initially asked why applicants might be denied a seat on a committee. She later rephrased her question as to requirements to sit on the Planning Commission.
- Mayor Handeland noted the requirements could be found in the Nome Code of Ordinances.

At the roll call:

Aye: Henderson; Martinson

Nay: Piscoya; Tapqaq; Miller; Johnson

Abstain:

The motion **FAILED**.

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

(34:48)

A motion was made by C. Henderson and seconded by C. Martinson to advance O-23-11-03.

## Discussion:

- Manager Steckman noted Atlas Tower 1, LLC will perform testing at the site prior to locating the exact location for their tower.

At the roll call:

Aye: Tapqaq; Henderson; Johnson; Martinson; Piscoya

Nay: Miller

Abstain:

The motion **CARRIED**.

- 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, (37:05)

A motion was made by C. Henderson and seconded by C. Martinson to adopt R-23-11-01.

Discussion:

- Manager Steckman stated both bids came in substantially higher than the City Engineer’s estimate. He noted the City’s legal team had already provided findings to allow the City’s decision to negotiate given the circumstance.
- Council Member Henderson expressed concern with the City potentially undermining the bidding process, diminishing interest in an already limited area of interest.

At the roll call:

Aye:

Nay:

Abstain:

The motion **CARRIED**.

- 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, (43:50)

A motion was made by C. Johnson and seconded by C. Henderson to adopt R-23-11-02.

Discussion:

- Manager Steckman declared the project bid at \$400k over City’s Engineer’s estimates as well as RSA Engineering estimates. If the project received an additional round of bidding, securing supplies and logistics would further push out the project to 2025.
- Council Member Henderson opined the City rejecting outright all bids and returning to negotiate with just one bidder may undermine the customary bid process.
- Council Member Johnson noted page 2 of 3 of the ordinance, “all bids rejected” and “with the two bidders who submitted bids”, pointing out negotiations with both bidders.

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.

### **UTILITY MANAGER'S REPORT**

- A. Activity Report: October 25 - November 11, 2023, (51:45)

No major updates at this time.

**CITY MANAGER'S REPORT**

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

(52:10)

- Manager Steckman described a prospective uber driver and state regulations. He noted Nome Checker Cab Co. which was not meeting the requirements of the city. The Historic Preservation Plan has stalled.
- Council Member Henderson requested an update of the Chief of NPD search.
- Manager Steckman stated the candidates list is narrowing. At the next meeting, the PSAC would likely be a part of vetting finalist candidates.
- Council Member Johnson questioned how many applicants applied for the NPD Chief.
- Manager Steckman stated there were 30 or more applicants.
- Council Member Johnson opined the need for the locally trained staff.
- Manager Steckman described obstacles to the City's hiring over other agencies, scheduling flexibility, housing, and benefits.
- Council Member Piscoya inquired into the Nome swimming pool status.
- Manager Steckman stated a late discovery occurred in the pool planning process, the part needed is custom which will take an additional 6-8 weeks.

**CITIZEN'S COMMENTS**

(1:13:50)

- Ken Hughes, Nome Planning Commission Chair corrected earlier comments made by City Manager regarding a lack of advance notice to November's meeting. He commented the Historic Preservation Plan's delay would hold up availability to grant funds.

**COUNCIL MEMBER'S COMMENTS**

(1:26:00)

1.) Council Member Johnson suggesting an economic event, suggesting a 100-year anniversary to the Nome serum run, originally in 1925.

Mayor Handeland opined perhaps some form of small celebration or recognition of the event.

2.) Council Member Martinson no comment.

3.) Council Member Piscoya no comment.

4.) Council Member Tapqaq no comment.

5.) Council Member Miller no comment.

6.) Council Member Henderson gave recognition to the City road crew and the recent snowplowing. He expressed gratitude toward addressing the ongoing ambulance service in Nome.

**MAYOR'S COMMENTS AND REPORT**

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

Mayor Handeland noted the newest student council representative would be sworn in at the next Common Council meeting.

- B. Reappointment of Jim West Jr. to Seat "C" of the Nome Port Commission,
- C. Reappointment of Charlie Lean to Seat "B" of the Nome Port Commission,
- D. Reappointment of Carol Piscoya to the Nome Public Safety Advisory Commission, Seat "A",
- E. Reappointment of Shauntel Bruner-Alvanna to the Nome Public Safety Advisory Commission, Seat "F",

(1:29:00)

A motion was made by C. Henderson and seconded by C. Martinson to approve the Reappointment of Jim West Jr. to Seat "C" of the Nome Port Commission, Charlie Lean to Seat "B" of the Nome Port Commission, Carol Piscoya to the Nome Public Safety Advisory Commission, Seat "A", and Shauntel Bruner-Alvanna to the Nome Public Safety Advisory Commission, Seat "F".

At the roll call:

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

Nay:

Abstain:

The motion **CARRIED**.

**ADJOURNMENT**

Hearing no objections, the Council adjourned at 8:45 PM.

**APPROVED** and **SIGNED** this 27<sup>th</sup> day of November 2023

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

**ATTEST:**

\_\_\_\_\_  
**JEREMY JACOBSON**  
Deputy City Clerk



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

November 20, 2023

From: [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) ; [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

Licensee: The Grass Station, LLC

DBA: Grass Station 49

VIA email: [gary@grasstation49.com](mailto:gary@grasstation49.com)

Local Government: Nome

Via Email: [bhammond@nomealaska.org](mailto:bhammond@nomealaska.org); [clerksoffice@nomealaska.org](mailto:clerksoffice@nomealaska.org); [nulatoclerk@gmail.com](mailto:nulatoclerk@gmail.com)

Community Council:

Via Email:

Re: Retail Marijuana Store #17077 2023-2024 Combined Renewal Notice

<b>License Number:</b>	#17077
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	The Grass Station, LLC
<b>Doing Business As:</b>	Grass Station 49
<b>Physical Address:</b>	223 Front Street, Suite B Nome, AK 99762
<b>Designated Licensee:</b>	Gary Evans
<b>Phone Number:</b>	907-460-0398
<b>Email Address:</b>	<a href="mailto:gary@grasstation49.com">gary@grasstation49.com</a>

License Renewal Application

Endorsement Renewal Application

**Dear Licensee:**

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director  
907-269-0350



Alaska Marijuana Control Board

# Form MJ-20: 2023-2024 Renewal Application Certifications

Alcohol and Marijuana Control Board Item A.  
550 W 7<sup>th</sup> Avenue, Suite 1000  
Anchorage, AK 99501  
marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

### Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	THE GRASS STATION,LLC	License Number:	17077		
License Type:	RETAIL MARIJUANA STORE				
Doing Business As:	GRASS STATION 49				
Premises Address:	223 FRONT STREET, SUITE B.				
City:	NOME	State:	AK	ZIP:	99762

### Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	GARY EVANS				
Title:	MEMBER				

### Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





# Form MJ-20: 2023-2024 Renewal Application Certifications

## Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

**Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.**

If multiple licenses are held, list all license numbers below:

10869,12956,17077

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

GARY EVANS

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board

# Form MJ-20: 2023-2024 Renewal Application Certifications

Alcohol and Marijuana Control Board Item A.  
550 W 7<sup>th</sup> Avenue, Suite 100  
Anchorage, AK 99501  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

## Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	THE GRASS STATION,LLC	License Number:	17077		
License Type:	RETAIL MARIJUANA STORE				
Doing Business As:	GRASS STATION 49				
Premises Address:	223 FRONT STREET, SUITE B.				
City:	NOME	State:	AK	ZIP:	99762

## Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	MASON EVANS				
Title:	MEMBER				

## Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

**Sign your initials to the following statement only if you are unable to certify one or more of the above statements:**

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).





# Form MJ-20: 2023-2024 Renewal Application Certifications

## Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

ME

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

ME

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

ME

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

ME

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

ME

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

ME

**Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d).** If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

10869,12956,17077

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

ME

MASON EVANS

Printed name of licensee

Signature of licensee



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

November 20, 2023

From: [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) ; [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

Licensee: Rural Retail Northwest, LLC

DBA: Alaskan Grown Cannabis

VIA email: [kalla@akgrowncannabis.com](mailto:kalla@akgrowncannabis.com)

Local Government: City of Nome

Via Email: [bhammond@nomealaska.org](mailto:bhammond@nomealaska.org); [clerksoffice@nomealaska.org](mailto:clerksoffice@nomealaska.org); [nulatoclerk@gmail.com](mailto:nulatoclerk@gmail.com)

Community Council:

Via Email:

Re: Retail Marijuana Store #11119 2023-2024 Combined Renewal Notice

<b>License Number:</b>	#11119
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	Rural Retail Northwest, LLC
<b>Doing Business As:</b>	Alaskan Grown Cannabis
<b>Physical Address:</b>	303- C West E. Street Nome, AK 99762
<b>Designated Licensee:</b>	Kalla Peacock
<b>Phone Number:</b>	907-350-7893
<b>Email Address:</b>	kalla@akgrowncannabis.com

License Renewal Application

Endorsement Renewal Application

**Dear Licensee:**

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) email address if you have any questions.

**Dear Local Government:**

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

**Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)**

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for

this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov).

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive style with a large initial "J".

Joan M. Wilson, Director  
907-269-0350



Alaska Marijuana Control Board

# Form MJ-20: 2023-2024 Renewal Application Certifications

## Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

## Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Rural Retail Northwest, LLC	License Number:	11119		
License Type:	Retail Marijuana Store				
Doing Business As:	Alaskan Grown Cannabis				
Premises Address:	303-C West E. Street				
City:	Nome	State:	Alaska	ZIP:	99762

## Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Kalla Peacock				
Title:	Manager/Member				

## Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

DS kp
----------

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

DS kp
----------

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

DS kp
----------

**Sign your initials to the following statement only if you are unable to certify one or more of the above statements:**

Initials

**I have attached a written explanation** for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

--



# Form MJ-20: 2023-2024 Renewal Application Certifications

Item B.

## Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

DS  
kp

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

DS  
kp

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

DS  
kp

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

DS  
kp

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

DS  
kp

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

DS  
kp

**Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d).** If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

[Empty box]

If multiple licenses are held, list all license numbers below:

[Empty box for listing license numbers]

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

DS  
kp

Kalla Peacock

Printed name of licensee

DocuSigned by:

Kalla Peacock

30E61D12E4824D4...

Signature of licensee





Alaska Marijuana Control Board

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Item B.

# Form MJ-20: 2023-2024 Renewal Application Certifications

## Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

**This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.**

## Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Rural Retail Northwest, LLC	License Number:	11119		
License Type:	Retail Marijuana Store				
Doing Business As:	Alaskan Grown Cannabis				
Premises Address:	303-C West E. Street				
City:	Nome	State:	Alaska	ZIP:	99762

## Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Jason Evans				
Title:	Manager/Member				

## Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

DS JE
----------

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

DS JE
----------

I certify that a notice of violation has **not** been issued for this license between July 1, 2022 and June 30, 2023.

DS JE
----------

**Sign your initials to the following statement only if you are unable to certify one or more of the above statements:**

Initials

**I have attached a written explanation** for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

--



# Form MJ-20: 2023-2024 Renewal Application Certifications

Item B.

## Section 5 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

DS  
JE

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

DS  
JE

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

DS  
JE

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

DS  
JE

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

DS  
JE

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

DS  
JE

**Initial this box if you are submitting an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d).** If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

[Empty box]

If multiple licenses are held, list all license numbers below:

[Empty box for listing license numbers]

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

DS  
JE

Jason Evans

Printed name of licensee

DocuSigned by:

Jason Evans

22F82D3771AE488...

Signature of licensee

1<sup>st</sup> Reading: November 13, 20232<sup>nd</sup> Reading: November 27, 2023Presented 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 November 27, 2023.

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

APPROVED and SIGNED this 27<sup>th</sup> 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](mailto: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:

\_\_\_\_\_

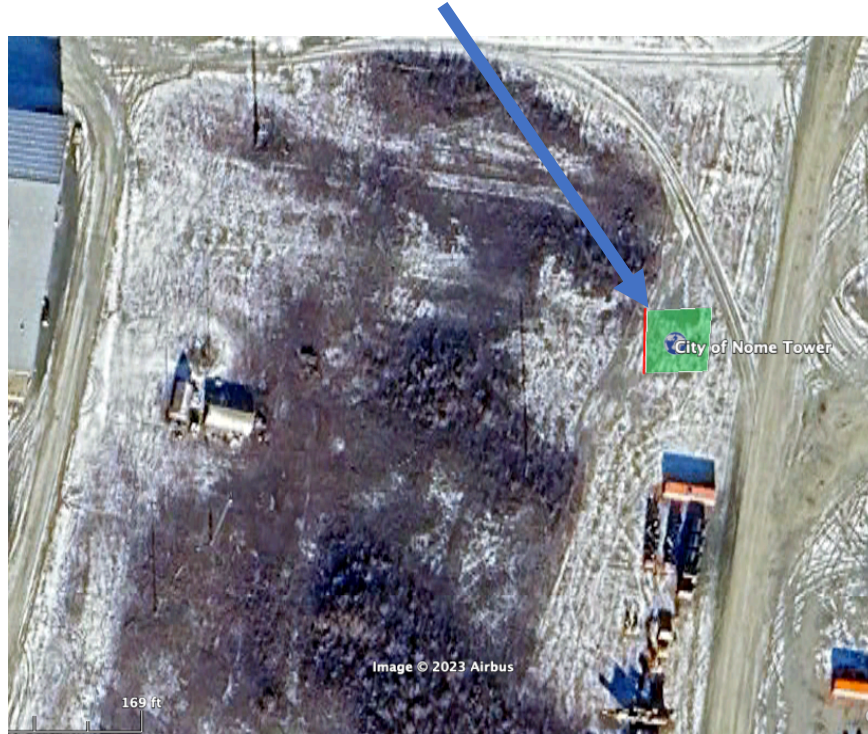
**EXHIBIT 1**  
**Description of Parent Tract**

**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:



1<sup>st</sup> Reading: November 27, 2023, 2023  
2<sup>nd</sup> Reading: December 11, 2023

Presented By:  
City Manager

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

**CITY OF NOME  
ORDINANCE NO. O-23-12-01**

**AN ORDINANCE AMENDING CHAPTER 13.15.010 TO MODIFY HOURS OF  
CURFEW AND TO CLARIFY CERTAIN DEFENSES**

**WHEREAS**, Nome has experienced a need to enforce its minor curfew and to review and update the ordinance to ensure it is tailored to reduce juvenile crime while recognizing the rights of minors; and

**WHEREAS**, the Nome Police Department has noted an increase in juvenile delinquency fueled by late-night activity; in particular the City finds there has been an increase in burglary, assault, and arson by juvenile offenders; and

**WHEREAS**, there have been 30 citations written for minors consuming alcohol as of October 17, 2023; and,

**WHEREAS**, there have been 15 assaults involving juvenile suspects 17 years of age and younger in 2023, an increase from 11 in 2022 and 14 in 2021; and,

**WHEREAS**, 3 sexual assaults reported in 2023 have involved juvenile suspects; and,

**WHEREAS**, there are no businesses in Nome open past 11:00 p.m. which are open to minors or where minors have any lawful business; and

**WHEREAS**, The Council believes a rigorously enforced curfew between 11:30 PM and 6:00 AM on each day, year-round, is best tailored to the above problem of juvenile crime and to protect juveniles from harm; and

**WHEREAS**, simplifying the curfew will make it easier to understand and easier to enforce;

**IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF NOME:**

**Section 1. Classification.** This is a Code ordinance.

**Section 2. Amendment of Section 13.15.010.** Section 13.15.010 of the Code of Ordinances of Nome, Alaska is hereby amended to read as follows [deletions are ~~overstruck~~ and new language is underlined]:

**13.15.010 Minors—Curfew.**

(a) Definitions. In this section:

“Curfew hours” mean:

(A) ~~Ten p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until six a.m. of the following day~~ 11:30 p.m. – 6:00 a.m. nightly, year-round except for Midnight Sun weekend. ; and

(B) ~~12:01 a.m. until six a.m. on any Saturday or Sunday and any weeknight preceding a non-school day.~~

“Emergency” means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

“Establishment” means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

“Guardian” means:

(A) A person who, under court order, is the guardian of the person of a minor; or

(B) A public or private agency with whom a minor has been placed by a court.

“Minor” means any person under eighteen years of age; unless that person is married or has had the disabilities of minority removed in accordance with AS 09.55.590 or its succeeding statutory provisions.

“Operator” means any individual, firm, association, partnership, or corporation operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

“Parent” means a person who is:

(A) A natural parent, adoptive parent, or step-parent of another person; or

(B) At least eighteen years of age and authorized by a parent or guardian to have the care and custody of a minor.

“Public place” means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

“Remain” means to

(A) Linger or stay; or

(B) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

“Serious bodily injury” means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(b) Violations.

(1) A minor is guilty of an infraction if he or she is present or remains in any public place or on the premises of any establishment within the city during curfew hours.

(2) A parent or guardian of a minor is guilty of an infraction if he or she knowingly permits, or by insufficient control allows, the minor to be present or remain in any public place or on the premises of any establishment within the city during curfew hours.

(3) The owner, operator, or any employee of an establishment is guilty of an infraction if he or she knowingly allows a minor to be present or remain upon the premises of the establishment during curfew hours.

(c) Defenses ~~and Exceptions~~.

(1) It is a defense to a violation under subsection (b) of this section that the minor was:

(A) Accompanied by the minor’s parent or guardian;

(B) On an lawful errand at the direction of the minor’s parent or guardian, without any detour or stop;

(C) ~~In a motor vehicle involved in interstate travel;~~ Completing a course of travel from another area into the City of Nome to the minor’s lodging, accommodations, or home, without any detour or stop;



(D) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

(E) Involved in an emergency;

(F) Attending an official school, religious, or recreational activity supervised by adults and sponsored by the city of Nome, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or recreational activity supervised by adults and sponsored by the city of Nome, a civic organization, or another similar entity that takes responsibility for that minor;

(G) Exercising First Amendment rights protected by the Alaska or United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;

~~(H) Married or had disabilities of minority removed in accordance with AS 09.55.540 or its succeeding statutory provisions.~~

(2) It is an exception to a violation under subsection (b)(3) of this section that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(d) Penalties. A person who violates subsection (b) of this section shall be guilty of an infraction punishable by a fine as set forth in NCO Section 1.20.040, plus any surcharge required to be imposed by AS 12.55.039.

**Section 3. Effective Date.** This ordinance is effective upon passage.

**APPROVED** and **SIGNED** the 11<sup>th</sup> day of December, 2023.

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

**ATTEST:**

\_\_\_\_\_  
**JEREMY JACOBSON**  
Deputy Clerk

**Presented By.**  
City Manager

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

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-23-11-03**

**A RESOLUTION AUTHORIZING THE ENTRANCE INTO A LEASE AGREEMENT WITH CAT FINANCE TO PURCHASE A CAT 160M GRADER**

**WHEREAS**, the City of Nome maintains a Department of Public Works that performs roads maintenance and snow removal throughout the year; and,

**WHEREAS**, the Department of Public Works is seeking a new grader to perform such duties for the citizens of Nome; and,

**WHEREAS**, the Nome Common Council budgeted the purchase of CAT 160M Grader for FY2024; and,

**WHEREAS**, the Nome Common Council began setting aside interest borne from the General Fund account through R-23-03-01 and revised the amount in R-23-06-02;

**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council authorizes the entrance into a lease agreement with CAT Finance for the purchase of a CAT 160M Grader.

**APPROVED** and **SIGNED** this 27<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
**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-23-11-04**

**A RESOLUTION IN SUPPORT OF THE CONTINUED LEASE AND MAINTENANCE OF THE  
TOPKOK SHELTER CABIN BY THE NOME KENNEL CLUB**

**WHEREAS**, the City of Nome partnered with the Nome Kennel Club in establishing a shelter cabin at Topkok Head on the Iditarod Trail; and,

**WHEREAS**, the shelter cabin serves as an emergency shelter in an area known for its high winds and whiteout conditions, colloquially referred to as the Blowhole; and,

**WHEREAS**, the Blowhole is situated on the primary trail for winter travel between Council, White Mountain, Golovin and other regional villages east of Nome; and,

**WHEREAS**, the Nome Common Council recognizes the lifesaving significance of the shelter cabin and wishes the current lease and maintenance agreement remain in place;

**NOW, THEREFORE, BE IT RESOLVED** that the Nome Common Council supports and formally requests the continued operation of the Topkok Shelter cabin by the Nome Kennel Club.

**APPROVED** and **SIGNED** this 27<sup>th</sup> day of November, 2023.

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

**ATTEST:**

\_\_\_\_\_  
**JEREMY JACOBSON**  
Deputy City Clerk

**Presented By:**  
Projects Manager

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

**CITY OF NOME, ALASKA**

**RESOLUTION NO. R-23-11-05**

**A RESOLUTION SUPPORTING FULL FUNDING (\$7,644,677) FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2025 STATE CAPITAL BUDGET.**

**Whereas**, the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

**Whereas**, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

**Whereas**, the harbor facilities in Alaska are ports of refuge for ocean going vessels, and serve as essential transportation hubs to coastal Alaskan communities for supplies, trade in goods and services and connections to the world market for our exports and imports; and

**Whereas**, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State-owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

**Whereas**, even though Nome Harbor was not originally a State-owned harbor, those that were took over this important responsibility even though knowing that these same harbor facilities were in poor condition at the time of transfer due to the state’s failure to keep up with deferred maintenance; and

**Whereas**, consequently, when local municipal harbor masters formulated their annual harbor facility budgets, they inherited a major financial burden that their local municipal governments could not afford; and

**Whereas**, in response to this financial burden, the Governor and the Alaska Legislature passed legislation in 2006, supported by the Alaska Association of Harbor Masters and Port Administrators, to create the Municipal Harbor Facility Grant program (AS 29.60.800); and

**Whereas**, the Department of Transportation and Public Facilities utilizes a beneficial administrative process to review, score and rank applicants to the Municipal Harbor Facility Grant Program, since state funds may be limited; and

**Whereas**, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction cost; and

**Whereas**, the municipalities of the Sitka and Juneau have committed to contribute half of their project cost in local match funding for FY2025 towards harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

**Whereas**, completion of these harbor facility projects is dependent on the 50% match from the State of Alaska’s Municipal Harbor Facility Grant Program; and

**Whereas**, during the last fifteen years the Municipal Harbor Facility Grant Program has only been fully funded twice; and

**Whereas**, a survey done by the Alaska Municipal League of Alaska’s ports and harbors found that from the respondents, the backlog of projects necessary to repair and replace former State-owned harbors has increased to at least \$500,000,000; and

**Whereas**, given that Alaska is a maritime state and that our harbors are foundational to both our way of life and the economy of this great State it is in the public's best interest to maintain this critical infrastructure by using State, Local and Federal funds to recapitalize the crucial harbor moorage infrastructure statewide.

**Now therefore be it resolved** that the Nome City Council urges full funding by the Governor and the Alaska Legislature for the State of Alaska’s Municipal Harbor Facility Grant Program in the FY 2025 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

**APPROVED** and **SIGNED** this 27<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
**JOHN HANDELAND, Mayor**

**ATTEST:**

\_\_\_\_\_  
**JEREMY JACOBSON, Deputy Clerk**

TO: The Mayor and Common Council

FROM: Glenn Steckman

RE: City Manager's Report

November 22, 2023

**Home Plate:**

Is now open! Cliff McHenry issued a Certificate of Occupancy (CO) to allow for renters to begin moving in this past week. I had an opportunity to tour the building as part of the open house for the building. It's quite nice with 15 individual studio apartments which included two electric burner stoves, a dining area and a full-size refrigerator. The building includes a common area, treatment rooms and laundry room. The overall finishes in the building are quite nice.

**Curfew:**

City staff has been working with our city solicitor, Sam Severin, updating our current curfew ordinance. The proposed changes, for first reading, include a curfew period of 11:30pm to 6:00 am. These changes will allow anyone under the age of 18 years old to get home from work and/or buying something for their parents from the store. All stores close at 11am except bars and cannabis shops which exclude anyone under the age of 18.

**Work Session:**

The scheduled work session includes the "State of the Schools" address by Superintendent Jamie Burgess. The other part includes the legislative priorities for the City of Nome at the federal and state level. These priorities need to be completed and submitted to CAPSIS (State system for submittal) and the federal priorities (to Jay Sterne, our federal lobbyist) in the same time period.

**Christmas Extravaganza – 25<sup>th</sup> Anniversary:**

The event is scheduled for December 7 at 5:30pm at OSJ. Because of the fire at DPW, the event will include all new decorations for the event. I want to thank Cheryl and Cole for their efforts in decorating the building.

**NACTEC Building repairs:**

The project will go out to re-bid instead of negotiating on the price.



# Memo

To: Glenn Steckman – City Manager  
 From: Joy L. Baker – Project Manager *JLB*  
 CC: Mayor Handeland & Common Council; Port Commission  
 Date: November 13, 2023  
 Re: Monthly Projects Update – Nov 2023

## **Causeway:**

### Arctic Deep Draft Port – Nome Modifications Pre-Construction Engineering & Design (PED):

On 3 Nov 2023, the Corps released a draft solicitation package for construction of Phase 1 of the Port of Nome Modification Project on Sam.gov. The listing is for a 2-week period, and specifically to obtain input from interested contractors to point out any major concerns. In that interim period, the design teams finalizing the 100% drawings/specs with the contracting offices to ensure the Phase 1 package is ready once the final solicitation date is determined.

*The Incidental Hazard Authorization (IHA) permit for the 1<sup>st</sup> year (2024) of the project, issued by NOAA/NMFS, remains available at [this link](#) or by accessing [www.federalregister.gov](http://www.federalregister.gov) and entering 2023-19187 in the search bar at the top right of the main page.*

### Local Service Facilities (LSF) Design Integration:

Upon release of the final PONM Phase 1 solicitation package, the City's design teams will remain onboard and available during the bidding process to address contractor questions, and throughout construction to provide inspection services and ensure the LSF elements are built correctly.

### U.S. DOT Maritime Administration (MARAD) – PIDP Grant Award:

The City was fortunate enough to be awarded \$11.25M (the cap in Small Ports, Small Projects Program) in federal funding under the Port Infrastructure Development Program (PIDP) to cover a portion of the costs needed to purchase and construct the marine utilities for Phase 1 of the Port of Nome Modification Project. The City will provide matching funds in the estimated amount of \$16M, which will be sourced through eligible state funding. The exact amount of the match will depend on the winning bid for the work. The City is now working with MARAD to provide documents required to execute the grant agreement.

### Causeway Bridge Repairs and Sediment Removal:

The Corps has awarded the contract to Bristol Engineering for the repairs to the abutment and girders on the north end of the Causeway bridge. The project field work is now scheduled for early summer 2024.

### Arctic Port Reception Facility – Solid Waste Disposal (Incinerator):

*Additional funding opportunities are on the horizon and being evaluated for this project.*



**Harbor:**Inner Harbor CAP 107 Study (Deepen/Widen the Inner Basin):

*The City continues to make monthly inquiries on the status of this project, with District reporting they are awaiting direction from Corps HQ on how to proceed. The delays on this issue have also been submitted to Alaska Delegation staff members for action. Recent information indicates there has been movement at Corps HQ on this project.*

**Port Industrial Pad:**West Nome Tank Farm (WNTF) - Property Conveyance:

In late October, the USAF acknowledged receipt of the City's and ADEC's comments on what we hope are the final drafts of the Quit Claim Deed and Environmental Covenants to convey the 7-acre parcel to the City. The USAF advised they would be holding their final meetings and getting back to the City.

Thornbush Laydown Site Development (TBS):

*Dredge spoils from the port expansion and inner harbor project have been given clearance by two ADEC programs (Solid Waste and Contaminated Sites), to be disposed of in the undeveloped 9-acre portion of this property. The spoils will require dewatering before serving as a hardened base layer to the specified fill and surfacing to complete development of the 18-acre parcel.*

*Over the summer, Public Works filled depressions on the pad to maximize the usable surface before winter. This repair/prep will allow relocations of containers, dredges and equipment in 2024 for construction setup.*

Port Rd. Improvements (ADOT Project cost-shared with City/Port):

This state STIP project has been postponed to 2027/28 to avoid road construction conflicting with the heavier truck traffic during the port expansion. There is ongoing discussion regarding fixing drainage/pavement breaks in 2024.

**FEMA DR4672 Merbok Recover Projects:**Inner Harbor Dredging – South Wall and East Ramp:

The City and FEMA are getting closer to resolving differences on the estimated yardage of sediment that remains near the south wall of the inner harbor, from Merbok in Sep 2022. Once the revised Scope of Work is final, disaster funds will be obligated and the work scheduled for early summer 2024.

Cape Nome Jetty Repair:

PND (subcontractor to Bristol) has completed the 65% level repair design drawings and construction cost estimate which will be provided to FEMA by 15 Nov, with a 2-week review period before proceeding with 95% level package. In the interim, City staff will continue coordinating with DMVA/FEMA to obtain final authorization for funds to cover all design, bid and construction costs.

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*Italics reflects no change in project information from previous report*