



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Agenda Borough Assembly Regular Meeting

Monday, October 06, 2025

12:00 PM

Assembly Chambers

You are invited to a Zoom webinar!
When: October 6, 2025 12:00 PM Alaska
Topic: 9.6.2025 Assembly Meeting

Join from PC, Mac, iPad, or Android:

[https://petersburgak-
gov.zoom.us/j/84432545798?pwd=g2kvDKUdUz2Oj41ZirxkKOTfwX5IZT.1](https://petersburgak.gov.zoom.us/j/84432545798?pwd=g2kvDKUdUz2Oj41ZirxkKOTfwX5IZT.1)

Passcode:067407

Join via audio: (720) 707-2699 or (253) 215-8782

Webinar ID: 844 3254 5798

Passcode: 067407

1. **Call To Order/Roll Call**
2. **Voluntary Pledge of Allegiance**
3. **Approval of Minutes**
 - A. Regular Assembly Meeting Minutes September 15, 2025.**
4. **Amendment and Approval of Meeting Agenda**
5. **Public Hearings**
6. **Bid Awards**

A. Award Recommendation - Scow Bay Generator 2 Design Build

Utility Director Hagerman requests approval to award the Scow Bay Generator 2 Design Build to Dawson Construction, LLC, for the price of \$768,330.00. A memo from Director Hagerman with the bidder information for the August 5, 2025 bid opening is attached to this meeting packet.

7. **Persons to be Heard Related to Agenda**
Persons wishing to share their views on any item on today's agenda may do so at this time.
8. **Persons to be Heard Unrelated to Agenda**
Persons with views on subjects not on today's agenda may share those views at this time.

9. Boards, Commission and Committee Reports

10. Consent Agenda

A. The 420 Retail Marijuana Store License Renewal

The 420 has applied with the Alcohol & Marijuana Control Office (AMCO) to renew their Retail Marijuana license. AMCO has determined the application to be complete. A local governing body may protest the renewal within 60 days of the notice of filing the application.

11. Report of Other Officers

A. Petersburg Medical Center

PMC CEO Hofstetter will update the Assembly on Medical Center activities.

B. US Forest Service

District Ranger Case will provide an update on Forest Service activities.

C. Petersburg School District

Petersburg School Superintendent Taylor will provide a report on school district activities.

D. Tidal Network - Communications Tower Report

Trevor Newton, representing Tidal Network, will attend the meeting via Zoom to address questions and provide information regarding community safety concerns related to the proposed communication tower.

12. Mayor's Report

A. October 6, 2025 Mayor's Report

13. Manager's Report

A. October 6, 2025 Manager's Report

14. Unfinished Business

15. New Business

A. Nordic Real Estate- Sublease Application

Nordic Real Estate has applied to sublease a portion of Lot 4A, Skylark II Subdivision (Plat 90-14), Parcel ID #01-010-737. Nordic Real Estate, the current lessee of the parcel, requests approval to sublease a portion of the property to the Roundtrees for purposes of a walkway to their residence. The proposed sublease agreement is attached to this meeting packet.

B. H.R.1 - One Big Beautiful Bill Act Presentation Discussion

Mayor Jenson has received a letter from Senator Sullivan offering to present information to the Assembly regarding H.R.1, also known as the One Big Beautiful Bill Act.

The Assembly is asked to consider and discuss whether to accept Senator Sullivan's offer to present on H.R.1 at a future Assembly meeting.

16. Communications

A. Trust Land Office Auction Information

Mental Health has provided information regarding upcoming land auctions. The materials are attached to this packet.

17. Assembly Discussion Items

A. Assembly Member Comments

B. Recognitions

18. Adjourn



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Minutes Borough Assembly Regular Meeting

Monday, September 15, 2025

6:00 PM

Assembly Chambers

1. Call To Order/Roll Call

The meeting was called to order at 6:00 pm.

PRESENT

Mayor Mark Jensen
Vice Mayor Donna Marsh
Assembly Member Scott Newman
Assembly Member Rob Schwartz
Assembly Member Jeigh Stanton Gregor

EXCUSED

Assembly Member Bob Lynn
Assembly Member James Valentine

2. Voluntary Pledge of Allegiance

The Pledge was recited.

3. Approval of Minutes

A. Regular Assembly Meeting Minutes September 2, 2025

The minutes of the September 2, 2025 meeting were unanimously approved.

Motion made by Assembly Member Stanton Gregor, Seconded by Vice Mayor Marsh.
Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor

4. Amendment and Approval of Meeting Agenda

The agenda was unanimously approved.

Motion made by Assembly Member Stanton Gregor, Seconded by Assembly Member Newman.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor

5. Public Hearings

There were no public hearings.

6. Bid Awards

There were no bid awards.

7. Persons to be Heard Related to Agenda

Persons wishing to share their views on any item on today's agenda may do so at this time.

No views were shared.

8. Persons to be Heard Unrelated to Agenda

Persons with views on subjects not on today's agenda may share those views at this time.

No views were shared.

9. Boards, Commission and Committee Reports

There were no reports.

10. Consent Agenda

There were no consent agenda items.

11. Report of Other Officers

There were no reports.

12. Mayor's Report

A. Mayor's Report September 15, 2025

Mayor Jensen read his report into the record.

13. Manager's Report

A. Manager's Report September 15, 2025

Manager Giesbrecht read his report into the record, a copy of which is attached and made a permanent part of these minutes.

14. Unfinished Business

A. Ordinance #2025-13: An Ordinance of the Petersburg Borough Adjusting the FY 2026 Budget for Known Changes - Third Reading

Harbor Shed Roof -This project was originally budgeted for in FY2025. The construction project was delayed due to contractor availability. Construction is now scheduled for this fall. This adjustment to the FY2026 budget allocates \$180,000 to complete the project.

Blind Slough Hydro Dam Breach Study - This proposed expense of \$59,942 is to fund a professional services contract for the completion of a Dam Break Study in FY26. A proposal has been received from McMillen, the engineering firm that designed the Blind Slough hydro upgrades and also acts as our Chief Dam Safety Engineer. A copy of the proposal is attached to the Assembly packet.

GIS Project – This project helps support the Electric, Water and Wastewater departments. Additional funding (\$15,000 to be split between the three utilities) is needed to continue a support contract with RDI, the GIS experts that assisted with the in-the-field data collection effort this summer. This additional professional support will help Borough staff to complete utility maps and provide guidance as the utilities begin to use the GIS system and expand on its functionality. The increased budget will also allow for additional training of our in-house GIS Technicians to ensure effective management of the GIS data.

By unanimous roll call vote, Ordinance #2025-13 was approved in its third and final reading.

Motion made by Vice Mayor Marsh, Seconded by Assembly Member Stanton Gregor.
Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor

B. Resolution #2025-17: A Resolution Urging Immediate Action for Effective Sea Otter Management to Restore Southeast Alaska’s Shellfish Commercial Fisheries and Subsistence Harvests

This item was postponed from the August 4, 2025 Assembly meeting to the September 15, 2025 meeting.

Member Marsh disclosed a conflict of interest due to her husband's ownership of a commercial crab permit. The Assembly voted to allow her to participate in the vote on the resolution.

Mayor Jensen also disclosed a conflict of interest due to his personal ownership of a commercial crab permit. The Assembly voted to allow him to participate in the vote on the resolution.

Amendments to the Resolution

Member Marsh made a motion to amend Resolution #2025-17 by striking the paragraph referencing the Shellfish Preservation Alliance, noting that the organization no longer exists. Following discussion, the motion was approved by unanimous roll call vote.

A second amendment was introduced by Member Marsh and adopted by a vote of 4 to 1 to add the following language to the resolution: “*Sea Otters may be taken by any Alaska resident with a valid hunting license.*”

Motion made by Vice Mayor Marsh, Seconded by Assembly Member Newman.
Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Newman, Assembly

Member Schwartz, Voting Nay: Assembly Member Stanton Gregor

After discussion, Resolution #2025-17, with two amendments, was approved by a vote of 4 in favor and 1 opposed.

Motion made by Vice Mayor Marsh, Seconded by Assembly Member Newman.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Newman, Assembly Member Schwartz, Voting Nay: Assembly Member Stanton Gregor

15. New Business

16. Communications

17. Assembly Discussion Items

A. Assembly Member Comments

There were no comments.

B. Recognitions

There were no recognitions.


18. Adjourn

The meeting was adjourned at 6:28 pm.

Motion made by Assembly Member Stanton Gregor, Seconded by Vice Mayor Marsh.

Voting Yea: Mayor Jensen, Vice Mayor Marsh, Assembly Member Newman, Assembly Member Schwartz, Assembly Member Stanton Gregor

MEMORANDUM

TO: MAYOR JENSEN AND BOROUGH ASSEMBLY
FROM: KARL HAGERMAN, UTILITY DIRECTOR 
SUBJECT: AWARD RECOMMENDATION – SCOW BAY GENERATOR 2 DESIGN BUILD
DATE: 9/30/2025
CC: STEVE GIESBRECHT, BOROUGH MANAGER

Petersburg Municipal Power and Light (PMPL) issued a Request for Proposals for the Scow Bay Generator #2 Design Build project on August 5, 2025. This project will move the facility design to construction ready documents, including a detailed construction estimate, before a contract amendment is approved for the actual construction.

On September 25, 2025, PMPL received and opened all proposals which met the submission deadline. Proposals were received from McG Constructors Inc. of Sitka, Alaska and Dawson Construction, LLC of Juneau, Alaska.

PMPL undertook an evaluation and scoring process that required 5 staff members to compare the proposals with the requirements of the RFP and apply a qualitative score to each of the weighted scoring criteria that were detailed in the document. Scoring criteria included the Contractor's experience in similar projects; the qualifications and experience of the proposed Designer of Record; available resources to complete the work required; a plan and schedule for completion of the work; and a proposed cost of design, heavy move tasks and facility commissioning services.

As a result of the evaluation and scoring process, PMPL recommends that the Borough Assembly award a design build contract to **Dawson Construction, LLC** to complete the Scow Bay Generator #2 Design Build engineering, heavy move tasks and project commissioning for the price of \$768,330.00.

It is important to note that the award amount does not include construction pricing at the present time. Once the contractor has completed the 95% construction plans in coordination with PMPL, a contract amendment will be negotiated to accomplish the construction of the project based on a detailed construction estimate.

Funding for this Contract is available in Capital Project Fund 728. Current plans will complete design in the early spring of 2026, construction will start in April 2026 and final completion will be in October 2026.

Thank you for your consideration.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

August 11, 2025

Licensee: Susan J. Burrell
DBA: The 420
VIA email: ssusiesfire@msn.com
Local Government: Petersburg Borough
Via Email: dthompson@petersburgak.gov; bregula@petersburgak.gov;
Community Council:
Via Email:

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store License Combined Renewal Notice

License Number:	#10163
License Type:	Retail Marijuana Store
Licensee:	Susan J. Burrell
Doing Business As:	The 420
Physical Address:	307 N. Nordic Dr. Petersburg, AK 99833
Designated Licensee:	Susan J. Burrell
Phone Number:	907-518-4425
Email Address:	ssusiesfire@msn.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 2025/2026 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 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.

Sincerely,



Kevin Richard, Director
907-269-0350



Petersburg
MEDICAL CENTER

PMC CEO Assembly Report October 2025

Mission Statement: Excellence in healthcare services and the promotion of wellness in our community.

Guiding Values: Dignity, Integrity, Professionalism, Teamwork, and Quality

Workforce Wellness: *Goal: To create a supportive work environment and promote the physical and mental well-being of hospital staff to improve retention and overall productivity.*

- **September 8-12:** National Finance & Accounting Appreciation Week. PMC is proud to recognize and thank the Finance and Accounting team for their tireless work in keeping our finances running smoothly. Thank you, Jason M, Joel P, Margareta E., and Sarah W. We are grateful for their dedication and expertise!



- **September 10:** Medstaff meeting
- **September 14-20:** National Housekeeping Week: PMC proudly recognizes and appreciates the hard work and dedication of our Housekeeping and Plant Operations staff. Thank you, Gilda, Jeanette, Mala, Lucia, Rufina & Grazel, Plant Operations Team: Wolf & Skip
- **September 14-18:** AHHA conference with Hospital Board President, Medical Director, DON, and Finance.
- **September 19:** Manager Meeting
- **September 2-22:** Personify Hydration Challenge for employees

- **September 26:** Environmental Care Rounds.
- **Ongoing:** Employee Meals



- September is National Suicide Prevention Awareness Month. All PMC staff are eligible for free Betterhelp behavioral health therapy.

Professional therapy, done online.

BetterHelp makes starting therapy easy and convenient

We have partnered with BetterHelp to support your mental wellbeing by providing you with easy and convenient access to professional therapy online. As a valued member, this benefit is available to you free of charge.

Petersburg Medical Center

betterhelp

Get Started:

1. Click the Get Started link in your BetterHelp email.
2. Complete a brief questionnaire to find a therapist that suits your needs and preferences.
3. Communicate with your therapist via phone, video or live chat. You can even text your therapist whenever you want.

About BetterHelp: [FAQ - BetterHelp](#)

Who are the therapists?
BetterHelp therapists are independently licensed clinicians licensed by their state's professional board after successfully completing the necessary education, exams, and training. The 10,000+ therapists on BetterHelp represent a wide variety of expertise, backgrounds, and therapy modalities.

How do I book my sessions?
You can use our scheduling tool to book a live session with your therapist - simply choose the date, time and modality (phone, video or live chat) for your session. You can even text your therapist whenever you want with our messaging tool.

Community Engagement: *Goal: To strengthen the hospital's relationship with the local community and promote health and wellness within the community.*

- **September 1:** Rainforest Run with 26 participants.
- **September 2:** Submitted written report and attended/reported out at Borough Noon Assembly Meeting.
- **September 15:** CNA assistance program begins. Five-week course. This is a local opportunity to begin a healthcare career.
- **September 17-18:** SHARE coalition: Digital Safety with Katie Greer
- **September 18:** Public Health conducted free community Flu shot clinic at WERC building with help from PMC UAA nursing students.
- **September 25:** KFSK Live
- **September 25:** Hospital Board Meeting open to the public
- **August:** Kinderskog Programs
- **Ongoing:** Bingocize and Tai Ji Quan, part of fall prevention program. PMC will be introducing a new Tai Ji program in addition to the remote program. The addition will be an in-person 8week course, that will be repeated throughout the year. We are currently undergoing training for this addition.



FALL 2021

PMC Youth Programs

KINDER SKOG - WHITTLE & FLY - STRINGS & THINGS - M1

ENROLLMENT OPEN!

email: kholmund@pmc-health.org or phone: 907-531-5913

Patient Centered Care: Goal: To provide high-quality, patient-centered care, and promote wellness for patients.

- Joy Janssen Clinic Access to Primary Care: We remain fully staffed with 4 Physicians and 2 mid-level practitioners.
- We are actively looking for a provider to fill Dr. Morgan's position as he is leaving Petersburg later this fall. We have two locum providers set to assist through fall and winter months.
- Clinic is open and available M-F 8AM-5PM, and Saturday 8AM-12, 1PM-4:30PM.
 - Same day appointments for urgent or acute care are readily available.
 - Next available appointment with primary care provider averages 11 business day wait time
 - Third available appointment with primary care currently averages 12 business days. -This average is trending down as the busier season closes.
 - Flu shots available at clinic, call for appointment.
- Sam Robler, Ph.D, AuD/ Professor of audiology visited Petersburg to provide training for the speech pathologist and school nurse on new hearing-screening equipment. She is also collaborating with the school on grant-funded telehealth services.
- Audiologist, Phil Hofstetter, continues to see patients in Specialty Clinic.
- Psychiatry services are ongoing via telehealth with Dr. Sonkiss.
- Integrative Medicine with Dr. Hyer offered via telehealth.



**Petersburg
MEDICAL CENTER**

**Integrative
Health**

Whole-Person Care for Vibrant Living

WHAT IS INTEGRATIVE MEDICINE?

It is whole-person care for **mind and body**. It combines **conventional** and **complementary therapies** and focuses on the **root causes** of symptoms.

HOW CAN IT HELP YOU?

- Optimize **wellness** & healthy lifestyle
- Manage **complex or chronic conditions**
- Boost your body's **natural healing** ability
- Reduce stress and improve resilience

CONTACT

Email Dr. Jennifer Hyer directly to schedule
jhayer@pmc-health.org



- Optometry Clinic: Dr. Kamey Kapp returning next week: September 29th through Oct 7th.
- Dermatology: Dr. Cameron French was here last week and saw 120 patients in the Joy Janssen Clinic.

NOW SCHEDULING


Dermatology Clinic

with Cameron French, PA-C

Sept 15th-18th

- Skin checks
- Mole, lipoma, and skin cancer removals
- Psoriasis, acne, atopic dermatitis, and skin abnormalities
- Cosmetic Botox

907-772-5792 for scheduling



- Scopes Clinic: We have promising leads on reestablishing scope clinic services in Petersburg. The credentialing process is underway with a provider, and we are optimistic about restoring this vital service to the community.

Total Encounters

[Options ▾](#)

Patient Visits

1,415

 Encounters
August 2025

142 (11.2%)

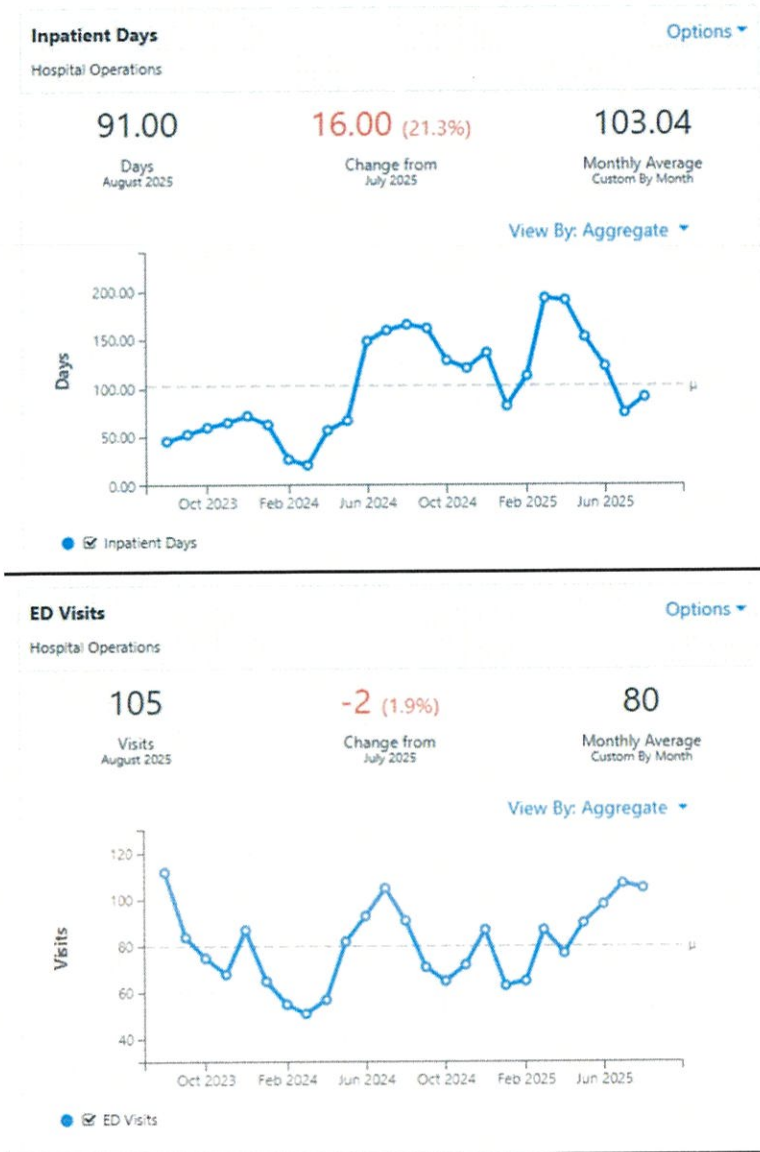
 Change from
July 2025

1,338

 Monthly Average
Custom By Month

[View By: Aggregate ▾](#)

☒ Total Encounters



New Facility: *Goal: To expand the capacity and capabilities of the community borough-owned rural hospital through the construction of a new facility, while considering the needs and priorities of the local community.*

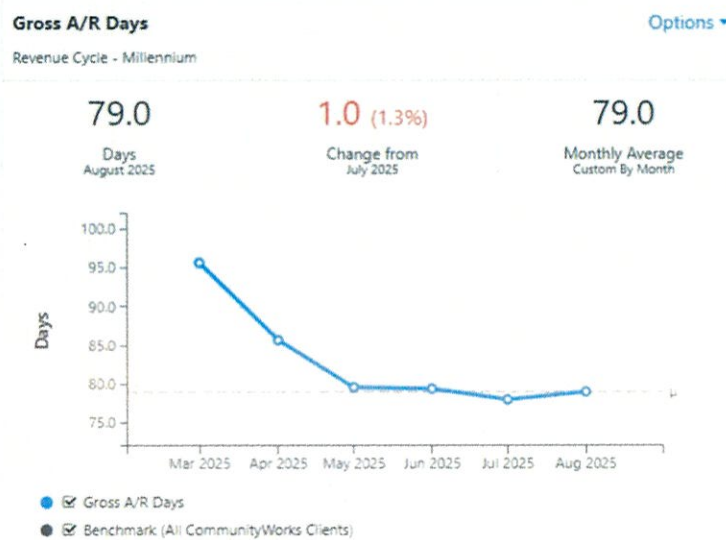
- Arcadis submitted a report with a detailed update on the new facility.
- Base sitework nearing completion.
- Landscape work for WERC building in process and ongoing.
- Furniture, fixtures, and equipment are being installed with many office spaces fully assembled and operational.
- MRI is installed and continues to configure. We are waiting for two pieces of essential equipment to arrive.
- We continue to be on track and on budget for the WERC building.
- Departments, such as Finance, Wellness, Admin, IT, Materials Management, Human Resources, and HIM are in the process of moving to WERC building.
- Public Health has moved completely to WERC building and is operational.
- Updates: Project updates are available on the PMC website under the “New

Facility & Planning” tab.

- Official opening date is still pending as we await the arrival of key elements, however we are still expecting late Fall.
- The state provided feedback regarding Certificate of Need. Work is underway to prepare and submit requested information.

Financial Wellness: Goal: To achieve financial stability and sustainability for the hospital.
 FY25 Benchmarks for Key Performance Indicators (KPIs): Gross A/R days to be less than 55, DNFB < then 5 days, and 90 Days Cash on Hand

- Accounts Receivables (AR) Update: This number was at 96 in March, down to 88 at the end of April, down to 78 mid-June, 76 for July, at 80 as of August 27th, and currently 76 as of September 15th.



- See attached Financial Report.

Submitted by: Phil Hofstetter, CEO



Central Council of the Tlingit & Haida Indian Tribes of Alaska

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TlingitandHaida.gov

Borough Assembly

12 South Nordic Drive

PO Box 329

Petersburg, AK 99833

Public Input Question 1:

The biggest issue is regarding RF emissions impacting health, especially from those residing in the nearest neighborhood and potentially affecting the nearby childcare center, both very close to the new tower site. I've done some research that shows the most recent FCC studies were done decades ago which concluded that there is no evidence that there is a negative correlation between RF emissions kept at or below FCC limits and cancer or other health problems. However, decades-old scientific studies are sometimes very flawed. Are you willing to seek out independent studies to investigate further?

Tidal Network Response to Question 1:

That is an excellent question and a concern we take very seriously. The health and safety of the community, especially near the childcare center, is our absolute highest priority. We are always looking at the latest information.

You're right to ask about the age of studies. It's important to know that scientific understanding isn't based on a single, decade-old report. Instead, it's built on a global consensus from decades of ongoing research. Major independent health organizations like the World Health Organization (WHO), the American Cancer Society, and the FDA continuously review the entire body of evidence—thousands of studies—to update their guidelines. Their most recent reviews continue to find no established evidence of health risks from RF signals that are kept below the strict safety limits.

The key difference, which has been understood for a long time, is that RF signals are non-ionizing. This means they don't have enough energy to cause the kind of cell damage associated with X-rays or UV rays (The Sun). The safety limits are conservatively designed to protect against the only known effect, which is heating.

We are committed to transparency and would be happy to provide the community with a resource sheet linking to the most recent comprehensive reports from these independent international health and science organizations.

U.S. rules and engineering standards set conservative exposure limits for the General Population. Please see **Appendix A** for a detailed description that covers EME Safety, Regulatory Framework, General Public Safety vs. Occupational Limits, Safe Distances from Antennas, and Signage Requirements.

Tidal Network has existing processes to include independent engineering reviews. Each Tidal Network deployment is supported by a Theoretical Study for pre-planning (Included), a Post-Engineering EME study, and a Post-Installation EME testing process. Tidal Network engages RF engineering firm Pierson Wireless and



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Waterford Consultants to model the planned configuration under worst-case assumptions. Their report concludes the installation is compliant with FCC rules and identifies no hazardous conditions at publicly accessible locations; therefore, no mitigation is required under the modeled case.

<https://www.fcc.gov/general/radio-frequency-safety-0>

Public Input Question 2:

If, down the road, it can be proven that either the tower and or its tenants exceed those FCC limits, what plan do you have in place for remediation?

Tidal Network Response to Question 2:

We comply with all federal, state, and local requirements, best practices, industry standards, and safety regulations. Every site has an independent EME (Electromagnetic Energy) study, and we use standard, commercially available equipment that's widely deployed and well regulated. T&H would never implement a program that causes negative health consequences.

Our commitment is simple: we will always operate well within FCC public safety limits. We have a multi-layered plan to guarantee this.

1. Proactive Safety by Design: Before the tower is even turned on, an independent, third-party engineering firm runs a comprehensive computer model of the site. This model includes the signals from all potential tenants and confirms that the combined signal levels at any publicly accessible location, including the childcare center, sidewalks, and nearby homes—remain far below the general public limit.

2. Continuous Verification and Monitoring: As soon as the site goes live, we verify the model's accuracy with on-the-ground, real-world measurements using calibrated equipment. We also have a clear, posted RF safety plan on site.

3. Immediate Corrective Action Plan: In the extremely unlikely event that any measurement was to approach the public safety limit, we have a strict, immediate protocol. We can remotely reduce power, physically tilt the antennas to direct signals more precisely downward, and if necessary, disable a specific carrier's service. Our contracts with all tenants legally require their full cooperation, and repeated non-compliance results in suspension of their service until the issue is resolved and retested.

The FCC's Enforcement Bureau is responsible for making sure carriers and site owners comply with RF exposure limits. These limits are set out in federal law (47 CFR § 1.1310) and are among the most conservative in the world. If a site ever exceeds them, the FCC can require immediate corrective action, fine the operator, or even shut down transmissions until compliance is restored.



Central Council of the Tlingit & Haida Indian Tribes of Alaska

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Our prevention baseline:

Tidal Network designs and operates sites so public areas remain within FCC General Population limits. We do this through a three-stage verification cycle used at launch and repeat any time conditions change.

1. Initial theoretical engineering study (Worst-case modeling)
2. Final engineering study (As-built modeling)
3. Post-installation field testing (Third-party field testing of publicly accessible areas)

In the unlikely event FCC limits were exceeded, Tidal Network will issue a cease of operations notice to the tenants imposing the issue and will coordinate with the FCC to address applicable financial and operational penalties.

Public areas will not remain above FCC limits. If a future issue is detected, operations are curtailed first, a corrective plan is executed, and compliance is independently re-verified prior to returning to normal service.

Public Input Question 3:

Already in Petersburg's Service Area 1 there exist several cell towers. What was the reasoning behind your wanting to add yet another when the existing ones are not at their tenant capacities? Tidal Network very likely could have rented space from another tower owner to serve its target market.

Tidal Network's Response to Question 3:

Our first step in any new service area is always to investigate co-locating on existing structures. We did a thorough analysis of the existing towers in Service Area 1, and unfortunately, they could not meet the community's needs for a combination of reasons.

- **To Provide Better, More Reliable Coverage:** The primary goal is to fix service gaps and weak spots on specific streets and in certain neighborhoods. The existing towers' locations and heights would have left significant coverage holes or forced us to transmit at higher power levels, which we wanted to avoid.
- **A Better Long-Term Solution for the Community:** This modern tower is designed to accommodate multiple carriers from day one. By building one strategically placed tower that can serve future needs, we can consolidate demand and prevent the future clutter of multiple smaller towers or antennas being added throughout the neighborhood over time.
- **Safety and Future-Proofing:** Some of the older structures lacked the structural capacity to safely hold modern equipment for multiple tenants, which would have required costly and time-consuming reinforcement. This new tower is engineered to the latest safety standards and can support the technology needed today and for the next generation of services.



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We evaluated every existing tower in Service Area 1 and discussed colocation with the owners. While some space exists on paper, the long-term lease rates charged by hedge-fund-owned tower-leasing firms are not financially sustainable for Tlingit & Haida.

Tlingit & Haida's Tidal Network is building community-first infrastructure—engineered for local coverage, capacity, and resilience, with costs that the Tribe can sustain over time. This approach also lets us coordinate with local municipalities to enhance public-safety radio systems using shared telco infrastructure, rather than paying premium rents that leave less funding for critical telco infrastructure.

Public Input Question 4: (Property Value)

How much will this new tower negatively affect nearby neighborhood property values? If it was shown to do that in subsequent assessments, what would be the mechanism to address this?

Tidal Network Response to Question 4: (Property Value)

Research on proximity to wireless sites shows mixed results by market. Some studies report modest, localized price impacts in an immediate radius, while others find no statistically significant effect once broader market factors are controlled. We will not make blanket claims either way.

We absolutely understand that homeowners are concerned about protecting their property value, which is often their largest investment.

Independent national studies on this topic have shown mixed and often inconclusive results. While some studies have noted a potential temporary impact in the immediate vicinity, others have found no long-term effect, especially as reliable, high-speed wireless service has become an essential utility that new homebuyers expect.

Independent studies show results vary by market. In some places, visible towers may create short-term discounts in the immediate area, while in others, there's no measurable effect at all. What matters most is the overall housing market: in a rising market, even the worst-case impact usually just means prices don't climb as fast as nearby homes, not that they collapse.



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Appendix A – Electromagnetic Energy (EMC) Compliance and Safety Overview

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Electromagnetic Energy (EME) Compliance and Safety Overview**1. Introduction**

This document provides a non-site-specific overview of EME (Electromagnetic Energy) safety and compliance for wireless telecommunications infrastructure.

This summary should be read in conjunction with the attached technical study titled “General Theoretical Analysis” (Waterford Consultants, April 1, 2025), which uses worst-case predictive modeling per FCC OET-65 to verify compliance with FCC MPE limits and documents mitigation triggers if needed.

2. What Is EME and Is It Safe?

EME is non-ionizing radiation produced by wireless communication systems that transmit voice and data. Unlike ionizing radiation (such as X-rays), EME cannot break molecular bonds or cause DNA damage at regulated levels.

EME from wireless systems is non-ionizing RF energy. U.S. exposure limits incorporate approximate 50-fold safety margin for the General Population tier, derived from health-protective thresholds and reaffirmed in FCC/IEEE guidance. When exposure levels are below the General Population limits, the science-based consensus of U.S. and international standards bodies is that such exposure is considered safe for continuous, everyday presence



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3. Summary of Regulatory Framework

The safety of human exposure to radiofrequency (RF) electromagnetic fields in the U.S. is governed by multiple authoritative standards and regulations:

- **Federal Communications Commission (FCC):** 47 CFR § 1.1307 and § 1.1310 define Maximum Permissible Exposure (MPE) limits for the general public and occupational workers.
- **OET Bulletin 65:** FCC Office of Engineering and Technology publication that provides guidelines for evaluating RF exposure.
- **IEEE C95.1-2019:** A consensus standard adopted widely for engineering assessments.
- **IEEE C95.3 and C95.7:** Guidance on RF exposure assessment and compliance protocols.
- **IEEE C95.2-2018:** Defines signage, zone demarcation, and behavioral safety standards.
- **ANSI/NEMA Z535 series:** Governs signage format, color coding, and wording for hazards.
- **OSHA 29 CFR 1910.145:** Mandates visibility, language, and sign format for occupational environments.

These standards differentiate between General Population (uncontrolled) exposure and Occupational (controlled) exposure conditions. Evaluations are performed using OET-65 methods and must consider cumulative exposure from all transmitters.

4. General Public Safety vs. Occupational Limits

- General Public Exposure includes building occupants, pedestrians, and nearby residents.
- Occupational Exposure applies to maintenance workers, technicians, or tower climbers who are trained and equipped to understand EME safety.

Which tier applies where? Publicly accessible areas must meet the General Population limits. Occupational limits apply only in controlled work areas and only when trained personnel follow RF safety procedures (e.g., training, use of RF personal monitors, and—if needed—temporary power reductions, lockout/tagout, or scheduled deactivation).



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5. Safe Distances from Antennas

Under normal conditions:

- Ground-level exposure from a rooftop or tower-mounted antennas is negligible due to mounting height and directional beam patterns.
- Areas directly in front of antennas (near-field/boresight) may have higher fields; safe distances are set by antenna-specific modeling/labels.

Theoretical case reference: For the attached theoretical case, Waterford's worst-case modeling indicates no hazardous conditions in publicly accessible areas and no mitigation required.

6. Signage Requirements

RF signage and access controls are required only where an accessible area could exceed 100% of the FCC General Population MPE; otherwise, RF signage is not required. Evaluations must consider cumulative exposure from all transmitters.

- **Blue Notice Signs:** Informational; EME sources present but exposure is safe.
- **Yellow Caution Signs:** May exceed General Population limit; access restricted to trained personnel.
- **Red Warning Signs:** May exceed Occupational limits; PPE and lockout/tagout may be required.

Signage Standards

- Must comply with ANSI Z535.2, IEEE C95.2-2018, and OSHA 29 CFR 1910.145.
 - Signs must be legible at the boundary of any area where the General Population limit could be exceeded, consistent with OSHA; minimum character sizes should follow ANSI Z535 guidance for viewing distance.
 - Signage must include:
 - RF energy advisory symbol
 - Hazard tier (Notice, Caution, Warning)
 - Safe behavior instructions (e.g., minimum distance, deactivation procedures)
 - Contact information for RF compliance coordination
-



Tidal Network Objectives in Southeast Alaska

Connect Communities through Shared Communications Infrastructure

1. Telecommunication Infrastructure Enhancement
2. New Broadband Service & Residential Internet Access

1. SHARED TELCO INFRASTRUCTURE SUMMARY

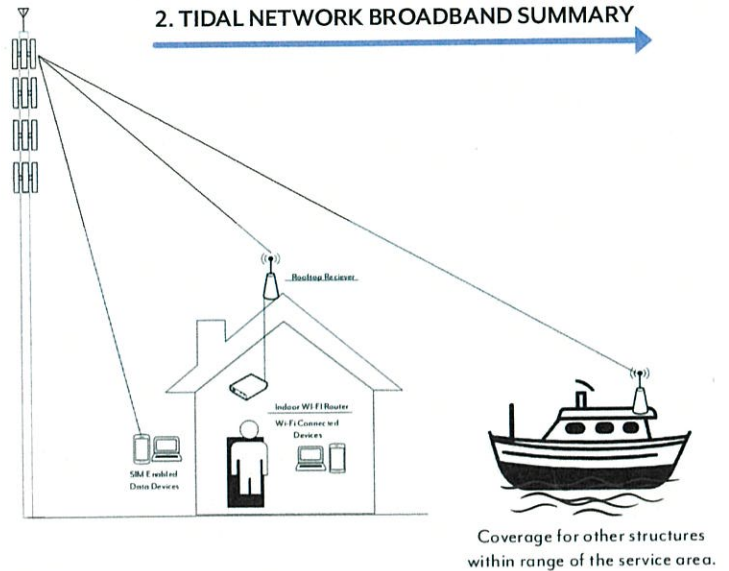
Public Safety and Community Radio
System Shared Infrastructure

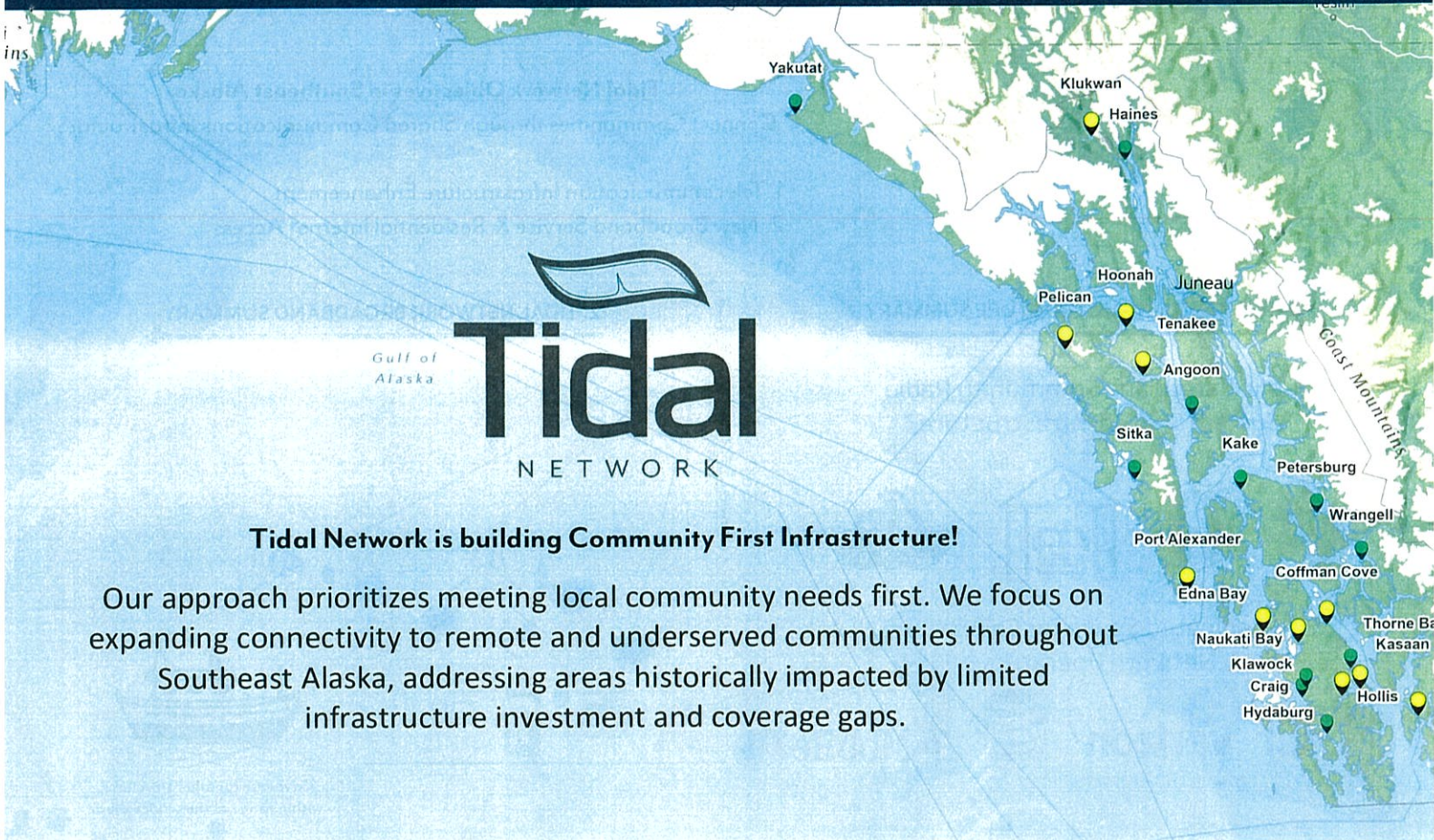


Dedicated Space for Cellular
Network Operators



2. TIDAL NETWORK BROADBAND SUMMARY





Better broadband coverage supports students and families by making it easier for school-aged children to access online learning tools, complete homework, and stay connected with teachers—especially important in remote areas.

Improved connectivity opens doors to remote work and training, creating **career opportunities** without the need to leave the community.

Consistent service helps elders stay connected to healthcare, enabling telehealth appointments, medication reminders, and emergency communication—enhancing **independence and safety.**

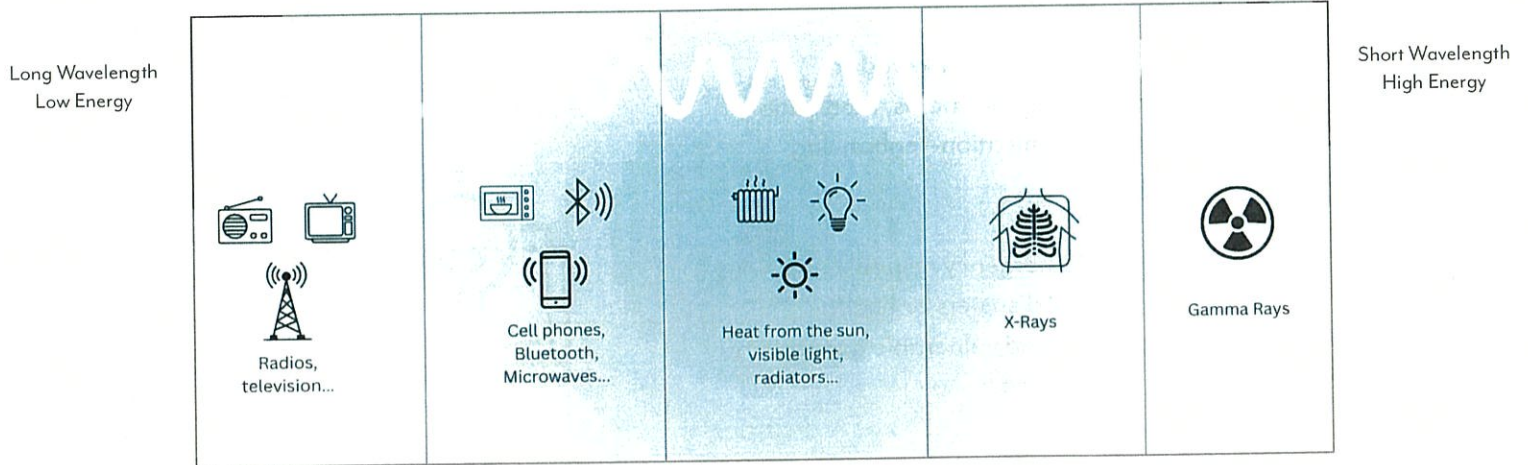
Improved service strengthens emergency response, allowing faster coordination during natural disasters or health emergencies, and ensuring elders and vulnerable community members can reach help when needed.



The figure below shows the **electromagnetic spectrum**, which includes different types of electromagnetic radiation, ranging from low-energy radio waves to high-energy gamma rays.

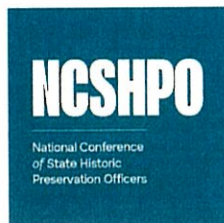
Radiofrequency (RF) energy, such as that used in cell phones and communication towers, is on the low-energy end of the spectrum—**far below** visible light, X-rays, and gamma rays, meaning it **does not have enough energy to damage DNA or cause ionizing radiation effects**.

Everyday devices like **radios, microwaves, and Bluetooth** also use RF energy, and we are all exposed to these at much closer range than a cell tower—**without harmful effects**, according to decades of research and current scientific consensus.



Tidal Network must comply with federal regulations from agencies like the Federal Communications Commission, National Telecommunications and Information Administration, and the State Historic Preservation Office to ensure all construction meets national standards for **safety, environmental protection, and cultural resource preservation.**

Before building a tower, Tidal completes environmental reviews, cultural assessments, and Section 106 consultations with tribes and local stakeholders to ensure the project **respects local heritage and minimizes environmental impact.**



**Mayor's Report
For
October 6, 2025 Assembly Meeting**

1. **Election Day – October 7, 2025:** Vote in person tomorrow at the Parks and Rec Activities Room at 500 N 3rd Street, between 8:00 am and 8:00 pm. Please bring your identification.

2. **Canvassing of the Election:** The Petersburg Borough Assembly will hold a Special Meeting on Friday, October 10, 2025 at 12:00 pm to certify the results of the October 7, 2025 Municipal Election. The public is invited to attend in person or via Zoom. Go to the calendar on the borough website to join the meeting via Zoom.

3. For more information on the election, go to www.petersburgak.gov and click on the orange banner at the top of the screen.





**Borough Manager's Report
Assembly Meeting 06 October 2025**

- ❖ Property Tax payments are due into the office by 4:30pm on October 15th. Payments can be made online, by phone or in person at the Borough finance office.
- ❖ Reid Brothers is on site constructing the shed roof on the dock adjacent to the Harbor Office.
- ❖ Harbor has a approx. a dozen vessels that want to winter over in Petersburg, so staff is actively monitoring permanent stall holder schedules to “sub-let” stalls that are empty during the winter months.
- ❖ Rainforest Contracting is working on the concrete pad for the Scow Bay Generator so that the generator can be moved into position and a temporary structure erected around it for the winter.
- ❖ PMPL will open bids for the 11kV indoor switchgear for the Scow Bay project on October 9th.
- ❖ Thanks to the PMPL line crew for their work to restore power to the only neighborhood affected by the recent storm.
- ❖ PMPL is working with Southeast Conference and Alaska Heat Smart to support the ACES (Accelerating Clean Energy Savings) program in Petersburg. Watch the Borough’s website for more information soon.
- ❖ The Streets crew removed a dangerous tree from the 600 block of Sandy Beach Road right of way, and responded to various emergencies from last week’s storm.
- ❖ NC Machinery has completed repairs to the transmission and steering on the grader. We anticipate this unit back to Petersburg on October 23rd.
- ❖ Garbage bears are still active, and we are continuing our public education campaign to encourage folks to keep garbage secured, as required by Borough code. We also have bear straps for garbage cans at Public Works. These are available to Sanitation customers free, upon request.
- ❖ Pat Blair and Friends of the Petersburg Bike Park have filled a 20’ container with scrap aluminum and it has been sent out to be recycled. Sanitation staff are clearing that area of some misplaced steel scrap to create more room for Pat’s continued recycling efforts.
- ❖ Troubleshooting and repairs to the remote door locks in the police station
- ❖ We have completed the pre-season maintenance on the Baler’s used oil heating system in preparation for winter.
- ❖ The triennial dam inspection has been completed and both dams have been certified for continued use.

- ❖ Work continues on Pump Station 4 and Force Main Upgrade project. The floor for the control building has been poured. Mattingly Electric continues working on conduit runs for the new building and between the building and wet well.
- ❖ A survey on the outfall line was completed on 09/30. Photos and videos have been sent to the engineer to enable them to design a repair plan.
- ❖ Chief Kerr attended the annual SEACAD conference. During the meeting HIDTA announced increased funding to the task force but the amount Alaska HIDTA will receive is not yet disclosed.
- ❖ Pump Testing was performed on the Fire apparatus. Engines 2 and 4 passed with no issue, Engines 6 and 8 were able to meet minimum standards but had issues with leaks and priming devices. Aaron and Ryan will work with Motor Pool to see what can be done. Thank you to Sam for helping rebuild some pipe for our testing equipment.
- ❖ Oct 6-10th is learn not to burn week. The volunteers will be at the elementary school distributing info to the students about fire safety.
- ❖ The Fire department is asking Scow Bay users to not park inside the training area behind the station. There is a posted sign up.
- ❖ Aaron is almost done setting up the fire departments new online training platform. This platform is designed to help augment our current training and onboarding program, as well as track volunteer training hours to ensure compliance with the state.
- ❖ Fire Marshal Welde, Chief Bird, and two other volunteers recently attended the State Fire conference in Sitka.
- ❖ Parks and Rec would like to extend a huge thank you to Public Works and PIA for their assistance with storm damage to ballfield and trail systems! And thank you to the community for staying safely out of the way while these teams worked on the areas.
- ❖ Please reach out to Becky Turland if you can assist with repairs at the ballfield. Community efforts make a huge difference!
- ❖ We are working on the broken actuator for heat in the Leisure Pool, please forgive the varying temperatures!
- ❖ Thank you to our grounds crew summer help, Katy Einerson and Zander Jones, for all of your wonderful assistance this year, your help with Daniel made our parks so beautiful!
- ❖ The library has added access to NewsBank, a comprehensive resource that provides access to thousands of newspapers, magazines, and news sources - including many Alaska publications like the Anchorage Daily News and the Juneau Empire. It's free with a valid library card. To begin using the service, visit <https://psglib.org/newsbank>. This service is made possible with a grant from the Atwood Foundation to the Alaska Library Network.

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made on the date last below signed between Nordic Real Estate, LLC, an Alaska limited liability company organized and existing under the laws of the State of Alaska, whose mailing address is P.O. Box 1975, Petersburg, Alaska 99833, hereinafter referred to as the "Sublessor" or "Lessee", and Dean A. Roundtree, Elena G. Roundtree, and Ariel Mary Roundtree, whose mailing address is P.O. Box 454, Petersburg, Alaska 99833, hereinafter referred to as the "Sublessee(s)", and consented to by the Petersburg Borough, P.O. Box 329, Petersburg, Alaska 99833, hereinafter referred to as the "Lessor" or the "Borough." Sublessor and Sublessee(s) are collectively referred to herein as "the parties".

RECITALS

WHEREAS, Nordic Real Estate, LLC is the Lessee under a Lease Agreement (hereinafter "the Lease Agreement") by and between the Petersburg Borough and Nordic Real Estate LLC, incorporated herein by reference and attached hereto as Exhibit A. The Lease Agreement was recorded on May 21, 2025 in the Petersburg Recording District as Document No. 2025-000245-0; and

WHEREAS, the real property subject to the Lease is described as follows:

Lot 4A, Block 222, Skylark II Subdivision, according to Plat 90-14, located in the Petersburg Recording District, State of Alaska ("the demised premises"); and

WHEREAS, Sublessee(s) desires to sublease a portion of the demised premises from Sublessor for the purpose of a walkway to Sublessee(s)' residence, located at 1109 S Nordic Drive, and Sublessor agrees to the Sublease; and

WHEREAS, Section 9.2 of the Lease Agreement requires the consent and approval of Lessor to any sublease, and Lessor wishes to consent to this Sublease Agreement, under the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

ARTICLE 1 - Demise and Description of Subleased Premises

Section 1.1: Demise and Description. Sublessor hereby subleases to Sublessee(s) a portion of the demised premises described as follows:

Commencing at the northwest corner of lot 4A of block 222 of the Revised Skylark II Subdivision, Plat No. 90-14, Petersburg Recording District, which shall also be designated as corner 1 and the Point of Beginning of the Roundtree Sublease Lease Parcel, thence S 42°52'00" E a distance of 99.00' to corner 2 of the Roundtree Sublease Lease Parcel, thence N 43°45'30" E a distance of 9.00' to corner 3 of the Roundtree Sublease Lease Parcel, thence N 42°52'00" W a distance of 99.00' to

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corner 4 of the Roundtree Sublease Lease Parcel, thence S 43°45'30" W a distance of 9.00' to corner 1 of the Roundtree Sublease Lease Parcel and the Point of Beginning ("the subleased premises").

Section 1.2: Lease Agreement. In addition to the provisions of this Sublease Agreement, Sublessee(s), as to the subleased premises, agrees to be bound by and comply with all of the conditions, obligations and liabilities of Lessee set forth in the Lease Agreement, including without limitation the obligation to maintain the insurance required under the Lease.

Section 1.3: Ongoing Responsibilities of Sublessor. Sublessor shall continue to remain fully liable to Lessor for all conditions, obligations and liabilities of Lessee under the Lease Agreement for the demised premises, including the subleased premises.

ARTICLE 2 - Term of Sublease

Section 2.1: Term. The term of this Sublease Agreement shall commence on October 6, 2025, and end at midnight on April 20, 2026, unless sooner terminated under the terms of this Sublease Agreement.

Section 2.2: Termination of Lease Agreement terminates this Sublease. Sublessee agrees that if the Lease Agreement is terminated for any reason, this Sublease Agreement will terminate as of the same date.

Section 2.3: Renewal Request. Sublessee(s) may request that this Sublease Agreement be renewed for one four (4) term, commencing April 21, 2026 and ending April 20, 2030, and three (3) subsequent additional terms of five (5) years each, through April 20, 2045, provided that at the time of each renewal the Lease Agreement remains in full force and effect, both the Borough and the Sublessor agree to the renewal, and Sublessee(s) is not then in default under the terms of this Sublease Agreement.

ARTICLE 3 – Sublease Rent

Section 3.1: Rent; plus Proportionate Share of Real Property Taxes. Sublessee(s) shall pay to Sublessor rent in the amount of \$625.33 for the initial term of this Sublease beginning October 6, 2025 and ending April 20, 2026. This amount is due upon execution of this Sublease. If this Sublease is renewed, commencing April 21, 2026 and for each year of this Sublease Agreement through April 20, 2030, the annual rental shall equal \$625.33, due on April 21 of each year.

In the event that this sublease is further renewed and extended under Section 2.3, the rent shall be calculated based on the percentage of area that the subleased premises bears to the total demised premises. As of the execution of this Sublease, the subleased premises represents 20.57% of the demised premises. Accordingly, for any renewal term, the Sublessee(s)' annual rent shall equal 20.57% of the rent due by Sublessor to Lessor under the Lease Agreement, due on April 21 of each year.

In addition, beginning with tax year 2026, Sublessee(s) shall pay to Sublessor a proportionate share of the Borough real property taxes due each year on the Sublessor's leasehold interest in the

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demised premises. As of the execution of this Sublease, the subleased premises represents 20.57% of the demised premises; accordingly, Sublessee(s) shall pay to Sublessor 20.57% of the real property taxes levied annually on Sublessor's leasehold interest in the demised premises. On or before July 31 of each year, Sublessor shall notify Sublessee(s) of the amount of the real property taxes due for that year. The tax payment due shall be paid by Sublessee(s) to Sublessor on or before September 1 of each year.

Section 3.2: Penalty/Interest on Delinquent Payments. Any payment due under this Sublease shall be deemed in default and delinquent if not paid within fifteen (15) days of the due date, or, if no due date is specified herein, within fifteen (15) days of tender of the applicable bill or invoice. The sum of \$100, or interest at the annual rate of eight percent (8%) on the delinquent payment, whichever is greater, shall be assessed on any delinquent payment. Additionally, the Sublessee(s) shall be responsible to Sublessor for any returned check fees or other charges incurred by Sublessor as to any check or other form of payment of Sublessee(s) on which the bank or other financial institution refuses payment.

Section 3.3: Payment of Rent and Other Sums to Lessor. In the event that Lessor notifies Sublessee(s) of a default in payment of rent by Sublessor under the Lease Agreement and requests Sublessee(s) pay its rent and all other sums due under the Sublease to Lessor, Sublessee(s) shall pay such sums directly to Lessor.

ARTICLE 4 - Use of Subleased Premises

Section 4.1: Use of Premises; Abandonment. The subleased premises shall be used solely as the existing walkway to the residence of Sublessee(s). No additional improvements or structures may be installed on the subleased premises. Any substantial abandonment or cessation of use by Sublessee(s) for two (2) consecutive years, will, in the Sublessor's discretion, constitute grounds for termination of this Sublease.

Section 4.2: Uses Prohibited. This Sublease grants to Sublessee(s) only the surface use of the subleased premises. Sublessee(s) shall not use, or permit the subleased premises or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the premises are hereby subleased; and no use shall be made or permitted to be made of the subleased premises, or acts done, which may be considered hazardous on account of fire or otherwise. Any use not authorized by this Sublease shall constitute a trespass against the Sublessor and considered a breach of this Sublease. No fuel storage shall be allowed on the subleased premises.

ARTICLE 5 - No Assignment or Subletting of Subleased Premises

Section 5.1: Assignment. Sublessee(s) may not assign this Sublease.

Section 5.2: Subletting. Sublessee(s) may not sublease the subleased premises or any part thereof.

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ARTICLE 6 - Default and Remedies

Section 6.1: Default/Breach. Each of the following shall be deemed a default by Sublessee(s) and a breach of this Sublease:

- (a) Sublessee(s) shall fail to pay any installment of rent or perform any other obligation hereunder involving the payment of money on the date the same is due.
- (b) Sublessee(s) shall fail to comply with any term, provision, requirement, or covenant of this Sublease.
- (c) Sublessee(s) shall desert or vacate or shall commence to desert or vacate the subleased premises or any substantial portion thereof or shall remove or attempt to remove, without the prior, written consent of Sublessor, all or a substantial portion of Sublessee(s)' improvements on the subleased premises.

Section 6.2: Default Remedies. If Sublessee(s) defaults hereunder, and the default continues for thirty (30) calendar days after service of written notice by Sublessor, without complete remedy of the default, Sublessor shall take such action as is necessary to protect its rights and best interests, including the exercise of any and all rights after default permitted by this Sublease. No improvements may be removed by Sublessee(s) or any other person during any time Sublessee(s) is in default under this Sublease. If the default consists of a failure to obtain the required insurance, or creates a health or safety concern, the Sublessor may immediately suspend Sublessee(s)' activities and operations on the subleased premises.

Section 6.3: Rights upon Default after Notice. After notice has been given and the default remains uncorrected for a period of thirty (30) days, Sublessor, in addition to any rights and remedies that Sublessor possesses by statute, common law or otherwise, may, without limitation, do one or more of the following:

- (a) Reenter the subleased premises and take possession of and remove all persons and property from the same, without liability for any damage or injury therefor, either by summary proceedings, suitable action at law, or other legal means, provided that any entry or reentry, possession, repossession or dispossession by Sublessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release, or discharge Sublessee(s), either in whole or in part, for the monetary liability under this Sublease;
- (b) Declare the Sublease terminated and the term ended;
- (c) Collect any and all rents due or to become due from Sublessee(s) or other occupants of the demised premises;
- (d) Recover from Sublessee(s) the following items of damage:
 - (1) Actual attorney's fees and other expenses reasonably incurred by reason of the breach or default by Sublessee(s),

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- (2) The cost of performing any term, provision, requirement, or covenant on the Sublessee(s)' part to be performed,
- (3) Interest at the maximum allowable rate on all amounts owing to Sublessor from the date due until payment thereof in full,
- (4) An amount equal to all rents due for the remainder of the term without reduction for anything other than the amount in fact received on resubleasing of the premises, and
- (5) Obtain specific performance of this Sublease.

Section 6.4: Remedies Cumulative/Obligations Survive. The remedies of Sublessor hereunder shall be deemed cumulative and not exclusive of each other. All obligations of the Sublessee(s) set forth in this Sublease survive expiration or earlier termination of this Sublease.

ARTICLE 7 - Termination and Holding Over

Section 7.1: Redelivery of Premises. Sublessee(s) shall, at the expiration or sooner termination of this Sublease, peaceably and quietly quit and surrender to Sublessor the subleased premises in as good a state and condition as the premises were at the commencement of the term, excepting normal wear and tear. Sublessee(s) shall also remove, with no injury to the demised premises, the walkway installed by Sublessee(s) on the premises.

At the election of the Sublessor, upon expiration or sooner termination of this Sublease, improvements remaining on the subleased premises may revert to, and be considered the property of, Sublessor, or may be removed and/or destroyed by Sublessor, at the expense of Sublessee(s).

Section 7.2: Termination by Mutual Agreement, Due to Unlawful Purpose, or Upon Notice. This Sublease may be terminated in whole or in part, at any time, (a) upon mutual written agreement of Sublessee(s) and the Sublessor, (b) by the Lessor, acting alone, if the subleased premises are used for any unlawful purpose, or (c) by Sublessor, without cause, upon one (1) year's written notice to Sublessee(s).

Section 7.3: Reentry by Sublessor. In the event the Sublease is terminated, or in the event that the subleased premises, or any part thereof, are abandoned by Sublessee(s) during the term of this Sublease, Sublessor or its agents, employees or representatives, may, immediately or at any time thereafter, reenter and resume possession of said subleased premises or such part thereof, and remove all persons and property therefrom, either by summary proceedings, a suitable action or proceeding at law, or other legal means, without being liable for any damages or injury therefor. No reentry by Sublessor shall be deemed an acceptance of a surrender of the Sublease.

Section 7.4: Forfeiture of Rental Upon Termination. In the event that this Sublease shall be terminated because of any breach of Sublessee(s), the annual rental payment last made by Sublessee(s) shall be retained by Sublessor and the Sublessor may demand from Sublessee(s) the amount equal to all rents due for the remainder of the term.

Section 7.5: Holding Over. Upon failure of Sublessee(s) to surrender possession of the subleased premises and remove Sublessee(s)' improvement at the expiration or earlier termination of this Sublease, and during any period of holding over, Sublessee(s) shall be responsible for payment for

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the annual rental payment calculated on a monthly pro rata basis. Sublessee(s) shall acquire no additional rights to, or interest in, the subleased premises by holding-over after expiration or earlier termination of this Sublease, and shall be subject to action, including legal action, by Sublessor to require the surrender of the premises. All terms of this Sublease Agreement shall apply during the hold-over period. The receipt by Sublessor of any rent or any other sum of money after the expiration or earlier termination of the Sublease, including after the giving by Sublessor of any notice hereunder to effect surrender of the premises, shall not reinstate, continue or extend the resultant term herein demised, or in any manner impair the efficacy of, any notice or termination as may have been given by Sublessor to Sublessee(s) prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Sublessor.

ARTICLE 8 - General Provisions

Section 8.1: Disclaimer. Lessor's or Sublessor's consent to Sublessee(s)' use of the subleased premises hereunder shall not be construed as endorsing the use of the premises for the purposes proposed by Sublessee(s) and Lessor and Sublessor disclaim any such express or implied endorsement.

Section 8.2: Notices. Any notice or demand, which under the terms of this Sublease must be given or made by the parties hereto, shall be in writing and shall be given or made by hand-delivery or by certified mail, return receipt requested, addressed to the other party at the address of record, designated as follows:

(a) Sublessor:

Nordic Real Estate, LLC
Attn: Sarah or Randal Holmgrain
Physical address: 24 Halvoy Lane
Mailing address: P. O. Box 1844
Petersburg, Alaska 99833

(b) Sublessee(s):

Dean A. Roundtree, Elena G. Roundtree, and Ariel Mary Roundtree
Physical address: 1109 South Nordic Drive
Mailing address: PO Box 454
Petersburg, AK 99833

Either party may designate in writing another address to which such notice or demand shall hereafter be given. If given by certified mail, notice given under this provision shall be deemed delivered three (3) days after same is deposited into an appropriate receptacle of the United States Postal Service.

Section 8.3: Inspection and Condition of Premises. Neither Lessor nor Sublessor make any representations or express or implied warranties regarding the subleased premises. Sublessee(s)

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acknowledges that it has been given unlimited opportunity to inspect the subleased premises and accepts said premises “as is, where is,” in its present condition. The Lessor and Sublessor assume no liability whatsoever regarding the condition, quality, profitability, or fitness for a particular use, of the subleased premises, including without limitation the environmental and physical aspects of the premises (including the soil conditions, water drainage, access, and natural or artificial hazards that may exist), and any applicable statutory or other warranty is expressly disclaimed by Lessor and Sublessor and waived by Sublessee(s). The Sublessee(s) represents that Sublessee(s) has inspected the subleased premises and any improvements located thereon, or has voluntarily declined to do so, and has adequately determined that same is suitable for the use intended, and accepts all risks, obvious or hidden, arising from possession, occupation and use.

Section 8.4: Non-Waiver. No failure on the part of Lessor or Sublessor to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by Lessor or Sublessor, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenant or provision or affect the right of Lessor or Sublessor to enforce the same in the event of any subsequent breach or default. The receipt of rent by Sublessor with knowledge of any breach of the Sublease by Sublessee(s) or any default on the part of Sublessee(s) in observance or performance of any of the conditions or covenants of this Sublease shall not be deemed to be a waiver of any provision of this Sublease.

Section 8.5: Responsibility/Indemnification. Sublessee(s) agrees to assume full control and responsibility for all activities and operations on or connected with this Sublease. Sublessee(s) shall defend, indemnify, and save harmless Lessor and Sublessor from and against,

(a) any and all losses, damages, liabilities, expenses, claims and demands of whatsoever kind or character, direct or indirect, including attorney fees and costs, arising out of or in any way connected with this Sublease or Sublessee(s)' use or occupancy of the subleased premises, or Sublessee(s)' operations, activities and improvements thereon;

(b) any fire or accident on the subleased premises;

(c) any nuisance made or suffered on the subleased premises; and

(d) any failure of the Sublessee(s) to keep the subleased premises in a safe and lawful condition, consistent with all applicable laws, regulations, ordinances, statutes, and orders.

Section 8.6: Integration. This Sublease sets forth all the covenants, terms, conditions, and understandings between the parties hereto, and there shall be no covenants, terms, conditions, or understandings, either oral or written, between them other than as herein set forth.

Section 8.7: Amendments or Modification. This Sublease may not be amended or modified orally or in any manner other than by an agreement in writing signed by both parties and approved by the Petersburg Borough Assembly.

Section 8.8: Recording of Sublease. At the request of Lessor, Sublessor shall record this Sublease at Sublessor's own expense.

Petersburg Borough

Section 8.9: Attorney's Fees. If Sublessor institutes any action to recover any payment due under this Sublease, or on account of any breach of this Sublease, or to recover possession of the subleased premises, Sublessor shall be entitled to recover its actual attorney's fees and all costs and expenses reasonably incurred by it in connection with such action and on any appeal therefrom.

Section 8.10: Severability of Terms. The invalidity or unenforceability of any provision(s) of this agreement shall not affect or impair any other provisions.

Section 8.11: Joint and Several Liability of Sublessee(s). Each named Sublessee is jointly and severally liable for the conditions, obligations and liabilities of the Sublessee(s) hereunder.

Section 8.12: Effect of Headings. The captions, section headings and numbers, and article headings and numbers in this Sublease are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of the sections or articles of this agreement, nor in any way affect the agreement.

Section 8.13: Governing Law/Jurisdiction. This Sublease shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska. The parties consent to the jurisdiction of the courts of the State of Alaska located in Petersburg, Alaska.

Section 8.14: Interpretation. Both parties have had the full and complete opportunity to seek the advice and assistance of counsel in connection with the execution of this Sublease, and no rule favoring the interpretation of a written document urged by the non-drafting party shall apply in the event a dispute arises hereunder.

Section 8.15: Counterparts. This Sublease may be executed in counterparts and such counterparts exchanged by email transmission. Each such counterpart shall be deemed original, but all counterparts shall constitute one and the same agreement.

Section 8.16: Inspections. The Lessor and Sublessor shall have, upon twenty-four (24) hours' notice, except in case of emergency, access to the subleased premises and any improvements thereon for purposes of inspection. The Sublessee(s) may be charged fees by Lessor or Sublessor for routine inspections of the subleased premises, inspections concerning potential non-compliance, and a final close-out inspection.

Section 8.17: Time of the Essence. Time is of the essence in all provisions of this Sublease.

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Petersburg Borough

IN WITNESS WHEREOF Nordic Real Estate, LLC, as Sublessor, and Dean A. Roundtree, Elena G. Roundtree, and Ariel Mary Roundtree, as Sublessee(s), having authority to execute this Sublease, have hereunto set their respective hands, agreeing to keep, observe and perform all the terms, conditions and provisions herein contained or attached.

SUBLESSOR:
NORDIC REAL ESTATE, LLC

By: Sarah Holmgrain
Its: Managing Member
Dated: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Sarah Holmgrain, to me known to be the Managing Member of Nordic Real Estate, LLC, who executed the above and foregoing instrument, and acknowledged to me that she signed said instrument on behalf of said entity as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Notary Public for the State of Alaska
My commission expires: _____

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Petersburg Borough

SUBLESSEE(S):
 DEAN A. ROUNDTREE
 ELENA G. ROUNDTREE
 ARIEL MARY ROUNDTREE

 Dean A. Roundtree
 Dated: _____

 Elena G. Roundtree
 Dated: _____

 Ariel Mary Roundtree
 Dated: _____

STATE OF ALASKA)
) ss.
 FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Dean A. Roundtree**, to me known to be the individual who executed the above and foregoing instrument, and acknowledged to me that he signed this instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

 Notary Public for the State of Alaska
 My commission expires: _____

Petersburg Borough

STATE OF ALASKA)
) ss.
 FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Elena G. Roundtree**, to me known to be the individual who executed the above and foregoing instrument, and acknowledged to me that she signed this instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

 Notary Public for the State of Alaska
 My commission expires: _____

STATE OF ALASKA)
) ss.
 FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Ariel Mary Roundtree**, to me known to be the individual who executed the above and foregoing instrument, and acknowledged to me that she signed this instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

 Notary Public for the State of Alaska
 My commission expires: _____

Petersburg Borough

CONSENTED TO, UNDER THE STATED TERMS AND CONDITIONS, BY:

LESSOR:

PETERSBURG BOROUGH

By: Stephen Giesbrecht

Its: Borough Manager

Dated : _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2025, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, who executed the above and foregoing instrument, and acknowledged to me that he signed said instrument on behalf of said entity as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Notary Public for the State of Alaska
My commission expires: _____

After recording, Return to:

Nordic Real Estate, LLC
PO Box 1975
Petersburg, Alaska 99833

September 23, 2025



2600 Cordova Street, Suite 201
Anchorage, AK 99503
Tel 907.269.8658
alaskamentalthrust.org/trust-land-office/

Petersburg Borough
12 South Nordic Drive
P.O. Box 329
Petersburg, AK 99833

Dear Petersburg Borough,

The Alaska Mental Health Trust Authority (Trust) and Trust Land Office (TLO) work together to help support vulnerable Alaskans in communities across the state. All revenues generated from Trust lands and assets support grantmaking and efforts to improve the lives of Trust beneficiaries: Alaskans with behavioral health conditions and developmental disabilities. As we embark on our annual Fall Land Sale Auction, which includes parcels in/near your community, we'd like to provide your office with some information about the work of the Trust and the TLO, and invite you to reach out to our office if you have any questions.

The Fall Land Sale Auction went live on August 13, 2025. This year the TLO is offering 44 parcels statewide. The sale is conducted through a sealed bid process, and final bids are due by 4:30PM (AKST) on November 3, 2025. Available parcels near you can be found on our website: www.alaskamentalthrust.org/FallLandSale.

The ability to generate revenue from Trust lands, including through land sales, is due in large part to positive partnerships with local communities. Similarly, we value our collaboration with the communities and partners across Alaska who help serve and support Trust beneficiaries. We look forward to ongoing partnerships that help us ensure that vulnerable Alaskans have access to the care and services they need to thrive.

Best regards,

Brittany Williams
Leasing and Land Sale Manager
907-269-8688
brittany.williams@alaska.gov



Scan for
Trust Land
Office Website



2025 FALL LAND SALE AUCTION

AUCTION GOES LIVE AUGUST 13, 2025

BID ACCEPTANCE PERIOD:

August 13 (10:00AM AKST) - November 3, 2025 (4:30PM AKST)

SEALED BID OPENING:

November 5, 2025 (10:00AM AKST)

IN-HOUSE FINANCING AVAILABLE FOR QUALIFYING PURCHASERS

To see how to place a bid and the Terms & Conditions,
review the posted Policy and Procedures:

alaskamentalthrust.org/fallandsale

Phone: 907-269-8658 / Email: mhtlo@alaska.gov

FOLLOW US ON FACEBOOK: ALASKA TRUST LAND OFFICE LANDS SALES



OVER THE COUNTER LAND SALES

**NEW INVENTORY ADDED ANNUALLY
IN-HOUSE FINANCING AVAILABLE**

To learn how to apply to purchase and view the Terms & Conditions,
review the posted Policy and Procedures:

<https://alaskamentalthrust.org/OTCLandsales>

Phone: 907-269-8658 / Email: mhtlo@alaska.gov

FOLLOW US ON FACEBOOK:

ALASKA TRUST LAND OFFICE LANDS SALES

