



**CITY OF KOTZEBUE  
RESOLUTION NO. 25-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE  
ACCEPTING PLANNING COMMISSION RESOLUTION 25-08 AND APPROVING  
THE TIDELANDS USE PERMIT FOR COPPER RIVER SEAFOODS FOR THE 2025  
COMMERCIAL FISHING SEASON**

- WHEREAS,** the City of Kotzebue (“City”) owns surface and submerged tidelands as designated in Alaska Department of Natural Resources documentation and reference in State Patents identified in Exhibit B;
- WHEREAS,** Chapter 11.04 of the Kotzebue Municipal Code governs the use of City-owned tidelands;
- WHEREAS,** the Kotzebue Planning Commission through Resolution 25-08, has recommended to the City Council the approval of a Tidelands Use Permit for Copper River Seafoods (“CRS”) to facilitate the purchase of commercially caught fish from local fishermen operating within City tidelands during the 2025 commercial fishing season;
- WHEREAS,** CRS proposes to operate its shoreside fish buying station on Lot 1B, Block 8, USS 4498, leased from Kotzebue Sound Fisheries Association, a subsidiary of NANA Regional Corporation, while engaging with commercial fishermen in City tidelands;
- WHEREAS,** CRS has fulfilled the permit application requirements, including acquiring all necessary federal, state, and local permits, as set forth in Exhibit A of Planning Commission Resolution 25-08;
- WHEREAS,** CRS has maintained a history of good standing with the City regarding prior Tidelands Use Permits since initiating operations in 2026;
- WHEREAS,** Due to time sensitivity, the requirement for a formal appraisal of the non-exclusive use value has been waived, with CRS agreeing to negotiate terms subject to City Council approval; and
- WHEREAS,** the City Council has reviewed the Planning Commission’s findings and recommendations and deems it in the public interest to support the continued operation of CRS in the 2025 fishing season;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Kotzebue formally accepts Planning Commission Resolution 25-08 in full and approves the issuance of a Tidelands Use Permit to Copper River Seafoods for the 2025 commercial salmon fishing season.

That the terms of the permit, as outlined in Exhibits A and C attached to the Planning Commission's resolution, are hereby adopted, including all stipulations relating to legal compliance, environmental safeguards, and operational conduct.

That the effective period of the permit shall be from July 1, 2025, through August 31, 2025, unless extended by mutual written agreement.

That the City Manager or their designee is authorized to execute all documents necessary to finalize the Tidelands Use Permit and Agreement with Copper River Seafoods on behalf of the City.

That this resolution shall become effective immediately upon adoption.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 5<sup>th</sup> day of June 2025.

**CITY OF KOTZEBUE**

\_\_\_\_\_  
Derek Haviland-Lie Mayor

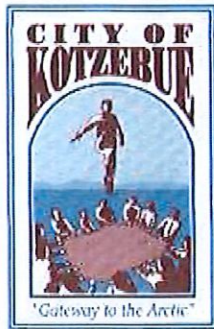
[SEAL]

ATTEST:

\_\_\_\_\_  
Lorraine Hunnicutt Acting City Clerk

Attachments:

- **Exhibit A:** Planning Commission Resolution 25-08 and Exhibits [19 pages]



**KOTZEBUE PLANNING COMMISSION  
RESOLUTION 25-08**

**A RESOLUTION OF THE KOTZEBUE PLANNING COMMISSION RECOMMENDING  
TO THE CITY OF KOTZEBUE CITY COUNCIL THE APPROVAL OF COPPER RIVER  
SEAFOODS ("CRS") TIDELANDS USE PERMIT FOR PURCHASING FISH CAUGHT  
WITHIN CITY-OWNED TIDELANDS**

**WHEREAS,** the City of Kotzebue ("City") owns surface and submerged Tidelands as delineated in Alaska Department of Natural Resources documents and State Patents "Exhibit B";

**WHEREAS,** Chapter 11.04, "Tideland Regulations," of the Kotzebue Municipal Code governs the use of City Tidelands;

**WHEREAS,** CRS has submitted a request for a temporary non-exclusive use of City Tidelands to facilitate the purchase of salmon from local fishermen during the 2025 commercial season;

**WHEREAS,** CRS's main operations will be conducted shoreside on the property described as Lot 1B Block 8 USS 4498 leased from Kotzebue Sound Fisheries Association a subsidiary of the NANA Regional Corporation;

**WHEREAS,** CRS's operations will not be directly located within the bounds of the City Tidelands "Exhibit B", CRS will still be conducting business with commercial fisherman operating within City Tidelands;

**WHEREAS,** CRS has fulfilled the conditions precedent outlined in the Tidelands Permit application, including obtaining necessary permits from federal, state, and local governments "Exhibit A";

**WHEREAS,** CRS has maintained its fish buying operation in Kotzebue since 2016 remaining in good standing with the City on all previous Tidelands Use Permits up to this year;

**WHEREAS,** the requirement for a formal appraisal of the value of non-exclusive use has been waived due to time sensitivity, with CRS agreeing to negotiate an amount subject to City Council approval;

**NOW THEREFORE BE IT RESOLVED:**

1. The Tidelands Permit is hereby recommended for approval for Copper River Seafoods, subject to compliance with all terms and conditions set forth in the permit application and attached agreements (Exhibits A and C).
2. CRS and its agents shall adhere to all federal, state, and local laws, regulations, and permit conditions applicable to activities conducted under this permit.
3. CRS shall maintain the permitted area in a clean, safe condition and comply with spill reporting requirements as specified in the permit conditions.
4. This permit shall retroactively take effect July 1<sup>st</sup>, 2025, and expire on August 31, 2025, unless extended by mutual, written agreement of the Parties.
5. The City Manager or their designee is authorized to execute the Tidelands Permit and Agreement on behalf of the City of Kotzebue.

**PASSED AND APPROVED** by the Kotzebue Planning Commission on this 21<sup>st</sup> day of May 2025.

**CITY OF KOTZEBUE  
Planning Commission**



**Ernest Norton, Chairman**

**ATTEST:**



**Samuel Camp, Planning Director**

**Attachments**

**Exhibit A-** CRS Tidelands Permit Application

**Exhibit B-** Map of City of Kotzebue Tidelands

**Exhibit C-** Proposed CRS Tidelands Permit Agreement





258A Third Ave.  
P.O. Box 46  
Kotzebue, Alaska 99752

City Hall  
(907) 442-3401

Fire Dept.  
(907) 442-3404

Police Dept.  
(907) 442-3351

Public Works  
(907) 442-5200

**CITY OF KOTZEBUE**  
Planning Department  
Tidelands Use Permit Application

Date of Application: May 1-2025

Permit No.: \_\_\_\_\_

Date Received (Planning): \_\_\_\_\_

Please type or print legibly in ink. Answer all questions completely or mark "N/A" if not applicable. All required attachments, such as project description, maps, proof of insurance, etc., must be included with your packet. An incomplete packet may be returned. If you have any questions or need assistance: call the City of Kotzebue Planning Department at 907-442-5203 or 907-442-5210.

#### APPLICANT INFORMATION

MARK HANSEN  
Name of Applicant

COO  
Job Title

1400 EAST 1<sup>ST</sup> AVE  
Address

ANCHORAGE, AK  
City, State, Zip Code

206 465-4512  
Phone Number

MHANSEN@CRSALASKA.COM  
Email Address

#### COMPANY INFORMATION

COPPER RIVER SEAFOODS  
Name of Company

304916  
AK Business License Number

1400 EAST 1<sup>ST</sup> AVE  
Address

ANCHORAGE, AK 99501  
City, State, Zip Code

907 522-7906  
Phone Number

MHANSEN@CRSALASKA.COM  
Email Address

#### PROJECT LOCATION

1 B  
Lot(s)

8  
Block(s)

4498  
USS

PLAT 80-11  
Tract

#### PROJECT INFORMATION

Please provide a detailed description of your project:

REQUEST PERMIT DURING July / AUGUST  
Commercial FISHERY



# ALASKA DEPARTMENT OF REVENUE

## Fisheries Business License

Valid Jan 01, 2025 through Dec 31, 2025

**License No**  
**6426**

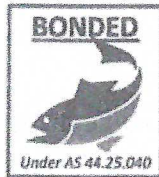
**Licensee**  
COPPER RIVER SEAFOODS INC

**Licensed Activity: Shore-based Processor**

Licensed to perform activity as a Shore-based Processor described under AS 43.75.

This certifies that the licensee agrees to file a fisheries business tax return stating the value of fisheries resources processed or exported from the state for the license period and to pay fisheries business taxes in full on or before March 31 following the end of the license period. Licensee agrees to comply with all statutes and regulations governing fisheries business taxes. This license cannot be transferred or assigned.

**Licensed Location**  
ANCHORAGE PLANT  
1400 EAST 1ST AVE  
Anchorage, AK 99501-0000



**Heather Atkinson**  
Licensing Specialist

12/4/2024  
**Issue Date**

Caution: This does not permit you to do business in Alaska without complying with other State or US Laws.





Alaska Business License # 304816

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**COPPER RIVER SEAFOODS, INC.**

1400 East 1st Ave, Anchorage, AK 99501-2759

owned by

COPPER RIVER SEAFOODS, INC.

is licensed by the department to conduct business for the period

May 9, 2024 to December 31, 2025  
for the following line(s) of business:

31-33 - Manufacturing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services NW</b> <b>3800 Centerpoint Dr., Suite 202</b> <b>Anchorage, AK 99503</b> <b>855 874-1300</b>	<b>CONTACT NAME:</b> Nastasha Suarez	
	<b>PHONE (A/C, No, Ext):</b> 907-623-0472	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> nastasha.suarez@usi.com		
<b>INSURED</b> <b>Copper River Seafoods, Inc.</b> <b>1400 E 1st Ave</b> <b>Anchorage, AK 99501-1826</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Travelers Property Cas. Co. of America	
	<b>INSURER B :</b> Alaska National Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		
<b>NAIC #</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZOL16P4440324ND	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		24LAS12774	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		ZOX16P4441524ND	12/31/2024	12/31/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	24LWS12774	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Tideland Use Permit

The General Liability policy include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Kotzebue  
 PO Box 46  
 Kotzebue, AK 99752

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gary D. Patterson*

ALASKA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF LANDS  
344 Sixth Avenue  
Anchorage, Alaska

ADL 19285

## INTERAGENCY LAND MANAGEMENT TRANSFER

The Division of Lands, Department of Natural Resources of the State of Alaska transfers and assigns to the City of Kotzebue, Box 100, Kotzebue, Alaska,

or its successors in function, hereinafter called Assignee, jurisdiction and management of the following described lands, including uplands, shorelands, tidelands or submerged lands, located in the State of Alaska, to-wit:

A parcel of tide and submerged land known officially as Alaska Tideland Survey No. 238 and more properly described as follows: a tract of tide and submerged lands located below the mean high tide line of Kotzebue Sound seaward of the City of Kotzebue and shown on ATS 238 which is on file at the office of the Division of Lands. Starting at Cor. No. 12 M.C. of the townsite survey of Kotzebue which is common with Cor. No. 1 of ATS 238 thence by metes and bounds

N. 68°41' W. 1850 feet to Cor. No. 2,

N. 23°00' E. 3800 feet to Cor. No. 3,

N. 48°00' E. 4750 feet to Cor. No. 4,

S. 84°00' E. 1650 feet to Cor. No. 5,

S. 05°44' W. 1850 feet to Cor. No. 6,

hence meandering along the mean high tide line to Cor. No. 1, the point of beginning. Containing 194.34 acres more or less.

This transfer is made subject to all valid existing preference rights that may be acquired under the provisions of Section 5, Article 3, Chapter 169, as amended.

said jurisdiction and management being limited to the surface and so much of the subsurface as may be required in order to make use of the land for public purposes within the jurisdiction of the Assignee, and for so long as required for said public purposes. The right

to construct, maintain or improve and remove buildings, roads, airports and works of any description, and to use or remove sand, gravel, timber, or other materials on or near the surface is expressly granted when such action is necessary in order to make use of the land for any public purposes within the jurisdiction of the Assignee. The Division of Lands expressly reserves jurisdiction and management of all other minerals including oil and gas in the above described land, provided, however, that the Division of Lands will not permit surface entry for the purpose of mineral or oil and gas exploration or development without the consent of the Assignee.

Dated at Anchorage, State of Alaska, this 10th day of September, 1962.

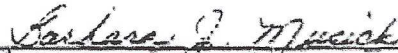


Director, Division of Lands  
Department of Natural Resources

UNITED STATES OF AMERICA )  
STATE OF ALASKA ) ss.

This certifies that on the 19th day of September, 1962, before me a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert E. Bell, to me known and known to me to be the person described in and who executed and acknowledged the foregoing instrument on behalf of the State of Alaska, as Director of the Division of Lands, Department of Natural Resources. The said Robert E. Bell, after being duly sworn according to law, stated to me under oath that he is the Director of the Division of Lands, Department of Natural Resources and has authority pursuant to law to execute and acknowledge the foregoing instrument as such Director on behalf of the State of Alaska, acting through the Division of Lands, Department of Natural Resources and that he executed and acknowledged the same freely and voluntarily as the free and voluntary act and deed of the said State of Alaska and for the Division of Lands, Department of Natural Resources.

WITNESS my hand and official seal the day and year in this certificate first above written.



Notary Public in and for the State of  
Alaska.

My commission expires March 2, 1966



# State of Alaska



BOOK 40 PAGE 107  
Noatak - Kobuk Recording District

NOATAK - KOBUK  
Serial No. 66-219

## Patent

Tidelands No. 185

Know All Men By These Presents that the State of Alaska, pursuant to Article III, Chapter 169, SLA 1959, as amended and in consideration of: A Municipal Preference Right pursuant to Section 38.05.320, Article 11, Paragraph (b), and the rule and regulations promulgated thereunder, and other good and valuable consideration, does hereby grant to:

CITY OF KOTZEBUE

Box 100

Kotzebue, Alaska

its heirs and assigns, those Tidelands lying seaward of the mean high tide line in Kotzebue Sound, State of Alaska, described as follows:

As shown on ATS 238:

A tract of tide and submerged lands located below the mean high tide line of Kotzebue Sound, seaward of the City of Kotzebue, more particularly described as follows:

Beginning at Corner No. 12 M.C. of the official survey of the Kotzebue Townsite, U.S.S. 2863, which is common to Corner No. 1 of this survey, Alaska Tidelands Survey No. 238, from which W.C.M.C. 12 of U.S. Survey 2863 bears N 72° 48' 42.7" E a distance of 36,942 feet; Thence N 68° 40' 12.6" W, a distance of 1,850.00 feet to Corner No. 2; Thence N 21° 19' 47.4" E, a distance of 3,800.00 feet to Corner No. 3; Thence N 48° 57' 34.6" E, a distance of 4,906.744 feet to Corner No. 4; Thence S 84° 17' 11.9" E, a distance of 1,650.00 feet to Corner No. 5; Thence S 05° 42' 48.1" W, a distance of 1,850.00 feet to Corner No. 6 which is common to Corner No. 3 M.C. of U.S.S. 2863, Tract B. Thence with meanders as follows: N 84° 17' 11.9" W 376.226 ft. S 74° 44' 17.5" W 329.684 ft. S 63° 50' 35.2" W 364.491 ft. S 51° 52' 55.9" W 243.399 ft. S 45° 01' 50.0" W 469.258 ft. S 48° 24' 51.1" W 527.906 ft. S 55° 25' 00.1" W 540.908 ft. S 56° 08' 48.8" W 309.839 ft. S 52° 02' 56.0" W 171.533 ft. S 49° 17' 00.5" W 227.039 ft. S 47° 05' 04.4" W 651.636 ft. S 36° 49' 22.0" W 288.846 ft. S 26° 35' 39.2" W 406.881 ft. S 21° 41' 46.7" W 866.392 ft. S 21° 46' 46.8" W 1,054.713 ft. S 21° 19' 47.4" W 890.320 ft to Corner No. 1 and the point of beginning containing 392.753 acres, not including the tract to be conveyed to B & R Tug and Barge Company. Latitude 66° 53' 25" N and longitude 162° 36' 30" W at Corner No. 1 of A.T.S. 238.



BOOK 40 PAGE 108  
Nostak - Kobuk Recording District

RECORDED - FILED	
Nostak - Kobuk REC. DIST.	
DATE	April 25 1966
TIME	2:35 P.M.
Requested by	City of Kotzebue
Address	Kotzebue, Alaska

Section \_\_\_\_\_ Township 17 North Range 18 West KR Meridian  
according to the official plat of survey thereof, on file and of record with the Division of Lands and recorded in  
Nostak-Kobuk Serial No. 66-78 Nostak-Kobuk  
Book \_\_\_\_ Page \_\_\_\_ of the official records of the Recording Precinct, Kotzebue, Alaska

The Grantor, Alaska, expressly reserves, out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

This indenture is executed subject to the covenant that no person, firm, association or corporation shall take herring spawn in waters on or over the tidelands herein conveyed, nor shall any person, firm, association, organization or corporation engage in the sale, barter or exchange of herring spawn for profit, providing however, nothing herein shall be construed to prevent or prohibit the taking of herring spawn by residents of this State for (1) personal consumption or (2) barter or exchange for the necessities of life, pursuant to Section 1, Chapter 34, SLA 1959.

Do Have and to Hold the said land with the appurtenances thereof unto the said Grantee and its heirs and assigns forever.

In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Lands pursuant to Article II, Chapter 159, SLA 1959, as amended this \_\_\_\_th day of April A.D. 1966.

  
Director, Division of Lands

State Record of Patents  
Vol. III  
Page 185



**City of Kotzebue**  
**TIDELANDS PERMIT**  
**[Copper River Seafoods (CRS) - Permittee]**

The City of Kotzebue owns surface Tidelands and submerged Tidelands pursuant to, *inter alia*, Alaska Department of Natural Resources, Division of Lands, Interagency Land Management Transfer, ADL #19285, dated September 10, 1962, State of Alaska Patent, Tidelands No. 185, dated April 11, 1966, recorded at Book 40, Page 107, Noatak - Kobuk Recording District, Noatak - Kobuk Serial No. 66-219, A.T.S. 238 showing 395.208 acres and Alaska Statutes, Title 38, Public Lands. Copies of A.T.S. 238 and related documents are attached hereto as Exhibit "A" and incorporated herein by reference.

Chapter 11.04, "Tideland Regulations," of the Kotzebue Municipal Code ("KMC"), governs, *inter alia*, the use of, improvement of, rights-of-way, easements and resources reservation over, under and through the City of Kotzebue's Tidelands and KMC Chapter 11.04 is incorporated, in its entirety, herein by reference. This Tidelands Permit is issued pursuant to City of Kotzebue Resolution No. 18-08, dated August 17, 2017, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

**Nature of Request for Temporary Non-Exclusive Use of Tidelands**

**CRS** will be buying salmon from local fishermen during the oncoming 2025 commercial season, as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

**Conditions Precedent and Promissory Conditions**

As conditions to obtaining this TIDELANDS PERMIT, **CRS** warrants and commits as follows:

1. **CRS** shall obtain all necessary permits, if any, from the federal government, State of Alaska and local governments required for work in the waters in and around Kotzebue and present copies of said permits to Samuel Camp, Planning Director, City of Kotzebue, before any work is commenced in the Tidelands;
2. KMC 11.04.510, 11.04.630 and 11.04.640, normally would require **CRS** to pay for an appraisal by MacSwain & Associates, LLC, Anchorage, Alaska for the value of the non-exclusive use of the City's surface Tidelands and the value so determined would be paid to the City. However, due to the time sensitive nature of this work, the requirement for a formal appraisal is hereby waived and it is agreed that **CRS** will negotiate an amount to be paid to the City, subject *vel non* to City Council approval, for the temporary, non-exclusive use of the City of Kotzebue's Tidelands.

**CITY OF KOTZEBUE**  
Copper River Seafoods  
Tidelands Use Permit No. 24-02

Page 1 of 6

## **PERMIT TERMS AND CONDITIONS**

1. **CRS** and/or its agent(s) warrants and commits that it and/or its agent(s) shall comply with all terms of the contracts/agreements/permits entered into/granted by the federal government, State of Alaska, and local governments.
2. **CRS** and/or its agent(s) shall comply with any and all applicable local, borough, state and federal laws. Failure to abide by any part of this Permit or violation of any pertinent provisions of the Kotzebue Municipal Code, Northwest Arctic Borough Code, Alaska Statutes, Alaska Administrative Code or federal laws or regulations, will be considered grounds for revocation of this Permit or denial of future permit requests and may result in fines or other penalties. This provision shall apply to all persons working under the authority of this Permit.
3. All trash and human waste shall be properly disposed of in accordance with State, Northwest Arctic Borough, and City of Kotzebue standards for disposal of refuse, human waste, and chemicals.
4. All Permit activities shall utilize measures to minimize noise and nuisance affecting surrounding residential properties, including excessive noise, fumes, odors, glare, smoke, vibration, dust, litter, interference in any telephone, radio, or television receivers, and/or significant line voltage fluctuation.
5. Equipment/watercraft used in the performance of the activities covered by this Permit shall not be serviced and fueled within the boundaries of the City's Tidelands. Equipment and vehicles must be monitored, daily, for hydraulic leaks. Equipment and vehicles are to be maintained so as not to cause any fuel spills and/or fluid leaks. Equipment shall not be abandoned.
6. **CRS** and/or its agent(s) shall immediately notify the City of any damage to the waters and/or bottom of the City's Tidelands, including, but not limited to, environmental spills of oil or other chemicals.
7. **CRS** and/or its agent(s) shall immediately notify the City (at least within 24 hours) of any change in the Permit plans and seek modification of the Permit. **CRS** and/or its agent(s) shall suspend uses until approval is given by the Public Works Director. If the proposed action constitutes an emergency, **CRS** and/or its agent(s) shall comply with directions from the Planning Director, or his Designee, for such emergency actions and shall make reasonable efforts to conduct modified uses in a manner that avoids or minimizes



significant harm to the environment, consistent with the need to protect property and human life.

8. **CRS** and/or its agent(s) are subject to all penalties and civil actions for violation of the Permit conditions and stipulations prescribed herein.
9. The Permittee shall allow the City and its representatives access to the permitted areas during the term of this Permit to conduct scheduled or unscheduled inspections or tests to determine compliance with this Permit or respond to emergency situations.
10. This Permit is for City Tidelands only and does not apply to other lands within the Kotzebue Sound not held in City ownership.
11. This Permit is not a property right. It is a temporary non-exclusive authorization, revocable by the City for cause.
12. **CRS** is responsible for obtaining authorizations required by other agencies for the permitted activity.
13. The City's primary contact person for this Permit is the Planning Director, or his Designee. The Planning Director may be contacted at the Public Works Building, at his direct-dial numbers of (907) 442-5203, via fax at (907) 442-2155 and/or via e-mail to [scamp@kotzebue.org](mailto:scamp@kotzebue.org).
14. **CRS** assumes all responsibility, risk, and liability for all activities of Permittee, its employees, agents, invitees, contractor, subcontractors, or licensees directly or indirectly conducted in connection with this Permit, including environmental and hazardous substance risks and liabilities, whether accruing during or after the term of this Permit. Permittee shall defend, indemnify, and hold harmless the City of Kotzebue, its employees and agents from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Permittee, its employees, agents, invitees, contractors, subcontractors or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the City or anyone acting on the City's behalf. Within fifteen (15) days, the Permittee shall accept any such cause or action or proceeding upon tender by the City. This indemnification shall survive the termination of the Permit.
15. This authorization is subject to all valid existing rights in and to the land under this authorization. The City makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.

16. Since this is a temporary, non-exclusive use permit for CRS, the City reserves the right to grant additional authorizations to other third-parties for compatible uses on or adjacent to the land under this authorization. However, any other users on or adjacent to the area of Tidelands being used by CRS, shall not interfere with CRS activities.
17. The area used for this Permit shall be left in a clean, safe condition acceptable to the Planning Director. The area shall be restored to a condition acceptable to the Planning Director.
18. This authorization is revocable immediately upon violation of any of its terms, conditions, stipulations, nonpayment of fees or upon failure to comply with any other applicable laws, statutes, and regulations (federal, state and local).
19. To proceed in areas other than in the City Tideland Area, CRS must have prior authorization from the Planning Director and may request this authorization as an amendment to this Permit.
20. All operations must be conducted in a manner that will ensure minimum conflict with other users of the area. There shall be no interference with free public use of City lands and waters. Public access may not be restricted without prior approval of the Planning Director.
21. The area subject to this Permit shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter.
22. The use authorized by this Permit shall be limited to the City-owned tidelands. CRS is responsible for accurately siting operations within this area. Any proposed activity outside the City-owned tidelands may require the approval of other local, state and/or federal entities which shall be the sole responsibility of CRS.
23. Secondary containment shall be provided for fuel or hazardous substances, as follows:
  - a. Container marking. All independent fuel and hazardous substance containers shall be marked with the contents and CRS name using paint or a permanent label.
  - b. Fuel or hazardous substance transfers. Secondary containment or a surface liner must be placed under all container or vehicle fuel tank inlet and outlet points, hose connections, and hose ends during fuel or hazardous substance transfers. Appropriate spill response equipment must be on hand during any transfer or handling of fuel or hazardous substances to respond to a spill of up to five (5)

gallons. Trained personnel shall attend transfer operations at all times. Equipment refueling shall not occur within 100 feet of open bodies of water.

- c. Storing containers within 100 feet of bodies of water. Containers with a total capacity larger than 55 gallons that contain fuel or hazardous substances shall not be stored within 100 feet of a body of water.
- d. Exceptions. The Planning Director may, under unique or special circumstances, grant exceptions to this stipulation on a case-by-case basis. Requests for exceptions should be made to the Planning Director.
- e. Definitions.

"Containers" means any item that is used to hold fuel or hazardous substances. This includes tanks, drums, double-walled tanks, portable testing facilities, fuel tanks on small equipment such as light plants and generators, flow test holding tanks, slop oil tanks, bladders, and bags. Manifolded tanks or any tanks in a series must be considered as single, independent containers. Vehicles, including mobile seismic tanks, are not intended to be included under this definition.

"Hazardous substances" are defined under A.S. 46.03.826(5) as: (a) an element or compound which, when it enters the atmosphere, water, or land, presents an imminent and substantial danger to the public health or welfare, including fish, animals, or vegetation; (b) oil; or (c) a substance defined as a hazardous substance under 42 U.S.C. 9601(14)

"Secondary containment" means an impermeable, diked area or portable, impermeable, containment structure capable of containing 110 percent of the volume of the largest independent container. Double-walled tanks do not qualify as secondary containment unless an exception is granted for a particular tank.

"Surface liner" means any safe, non-permeable container (e.g., drip pans, fold-a-tanks, etc.) designed to catch and hold fluids for the purpose of preventing spills. Surface liners should be of adequate size and volume based on worst-case spill risk.

- 24. The Permittee shall immediately notify the City, by phone, of any unauthorized discharge of oil or fuel to water, any discharge of hazardous substances (other than oil or fuel), and any discharge of oil or fuel greater than fifty-five (55) gallons on land. All fires and explosions must also be reported.

The DNR 24-hour Spill Report Number is (907) 451-2678 and the DNR fax number is (907) 451-2751. The DEC Spill Report Number is (907) 451-2121, (907) 451-2362 [fax] and, outside normal business hours - (800) 478-9300. The City 24-hour number is 442-3351/3352. The ADF&G number in Kotzebue is 442-3420 and the ADF&G fax number in Kotzebue is 442-2420. DNR, DEC and ADF&G shall be supplied with all follow-up incident reports. See, ADEC/SPAR "Report Oil and Hazardous Substance Spills," attached hereto as Exhibit "D."

Copies of all such written spill reports shall be provided to the Planning Director at the e-mail addresses and fax number listed above in paragraph 13.

25. This Permit contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Permit shall have no force or effect except in a subsequent written modification, signed by the Party to be charged.
26. This Permit shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto.
27. This Permit shall be interpreted according to the laws of the State of Alaska. Any litigation involving this Permit shall be exclusively in Superior Court, Second Judicial District, at Kotzebue.
28. All Parties to this Permit have participated in the drafting of this Permit. Hence this Permit shall not be construed in favor of one Party against another Party.
29. This Permit shall expire \_\_\_\_\_, unless extended by mutual, written agreement of the Parties.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Kotzebue, Alaska.

**CITY OF KOTZEBUE**

**COPPER RIVER SEAFOODS**

\_\_\_\_\_  
Leon Kiana  
City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Position: \_\_\_\_\_

**CITY OF KOTZEBUE**  
Copper River Seafoods  
Tidelands Use Permit No. 24-02

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