



**CITY OF KOTZEBUE
TEMPORARY USE PERMIT
FOR ARCTIC CIRCLE WILD SEAFOOD, LLC (“ACWS”)
[August 20, 2026 – August 31, 2026]
PURSUANT TO KMC 3.12.120
AND
CITY COUNCIL RESOLUTION NO. 26-37
PASSED AND APPROVED AUGUST 20, 2026
AND
PLANNING COMMISSION RESOLUTION NO. 26-11
PASSED AND APPROVED AUGUST 19, 2026**

1. Kotzebue Municipal Code (“KMC”) 3.12.120, Use permits and licenses, provides that *“The city may, by city council resolution, issue use permits or licenses for the use of city land, not to exceed one hundred eighty days. Such use permits or license may or may not be for consideration, but such use permits or permits may be terminated at will by the city. Use permits and licenses may be issued without conforming to the requirements of [KMC Chapter 3.12] for disposal of land, unless otherwise directed by the council.”*
2. Arctic Circle Wild Seafood, LLC has committed and agreed that the use of the City properties identified in this Temporary Use Permit (“TUP”) will be operated in such a manner so as to not interfere with any City and public, non-commercial uses in, on or around the properties requested for use, said properties identified in ACWS’s submittal attached hereto as Exhibit “A.”
3. Arctic Circle Wild Seafood, LLC shall indemnify, defend and hold harmless the City, its employees, officials and/or agents from any and all claims, actions, fees, expenses, costs and demands of whatever nature or type caused by, related to or in any way associated with the granting of this Temporary Use Permit, Arctic Circle Wild Seafood, LLC’s use of and/or Arctic Circle Wild Seafood, LLC’s activities on or about the City properties identified herein.
4. Arctic Circle Wild Seafood, LLC at the end of its use of the City’s properties for the 2026 fishing season shall leave the City’s properties in a safe and properly cleaned condition, restoring them to the condition in which the properties were found at the start of the use permit granted herein. Due to the proximity of residential units, Arctic Circle Wild Seafood, LLC, shall use its best good faith efforts and best business practices to not conduct its fish buying operations 10:00pm to 6:00am Sunday through Saturday. ACWS shall inform and work with its independent contractor commercial fishermen to effectuate this proviso to the maximum extent possible. In addition, to the maximum extent possible, ACWS shall use its best good faith efforts and best business practices to

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minimize the disruption caused by FBX pickup and loading of fish containers to transport to the airport outside of the hours noted above. ACWS did a workman-like effort in 2023 and 2024 to abide by these requirements and how ACWS handles these requirements in the 2026 commercial fishing season shall determine whether another TUP is issued next year for the 2027 commercial fishing season in Kotzebue and on what terms such a TUP shall be issued next year. [Note: these same conditions were unanimously approved for the 2023 commercial fishing season on July 27, 2023 and again in 2024 and 2025.]

5. Arctic Circle Wild Seafood, LLC acknowledges and understands that this use permit may be terminated at will by the City pursuant to KMC 3.12.120 and may under no circumstances exceed one hundred and eighty (180) days.

6. Arctic Circle Wild Seafood, LLC shall pay the City the appropriate 2026 fee for this Temporary Use Permit. This compensation shall be due within ten (10) days of the execution of this Temporary Use Permit.

7. Arctic Circle Wild Seafood, LLC shall be granted: (1) a non-exclusive, temporary use permit for its fish buying operations during the 2026 fishing season at/on the following City-owned properties at the northerly end of the City's Right-of-Way of 4th Street where it intersects 6th Street, as set out in Exhibit "A" attached hereto; (2) the non-exclusive use of the City's water source spigot located at North Tent City, adjacent to ACWS's fish buying area, as described in Exhibit "A," attached hereto, provided that ACWS shall have its water usage metered and such water usage shall be paid in full by ACWS at the applicable commercial rate, including fees/charges for the installation, monitoring and removal of the City's water meter, as applicable; and, (3) the non-exclusive use of an area located at the northerly end of the City's Right-of-Way of 4th Street where it intersects 6th Street, as set out in Exhibit "A" attached hereto for temporarily storing and utilizing an ACWS ice machine provided that ACWS shall pay Kotzebue Electric Association ("KEA") to set up/re-energize a 3-phase junction meter box at this location and establish with the City Manager, to his satisfaction, the means and method for monitoring and paying for ACWS's water usage at this location and for its ice machine location. All ACWS equipment temporarily stored and utilized in this area, including the ice machine and connexes, shall be removed no later than September 15, 2026.

8. Arctic Circle Wild Seafood, LLC warrants that the individual signing below on behalf of Arctic Circle Wild Seafood, LLC has the authority and permission of Arctic Circle Wild Seafood, LLC to sign this Temporary Use Permit and in so doing to bind Arctic Circle Wild Seafood, LLC to the terms of this Temporary Use Permit.

9. This Temporary Use Permit shall be subject to all applicable provisions of Title 29 of the Alaska Statutes and the Kotzebue Municipal Code ("KMC"), and all amendments thereto, judicial determinations thereof and case law thereunder including but not limited to KMC 17.28.025 - Business hours and KMC 17.28.020 - Nuisance effects and hazards.

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10. This written Temporary Use Permit embodies the whole agreement between the City and Arctic Circle Wild Seafood, LLC and there are no inducements, promises, terms, conditions or other obligations that are entered into herein other than those contained herein.

11. Any dispute concerning this Temporary Use Permit shall be resolved by good faith, non-binding mediation between the City and Arctic Circle Wild Seafood, LLC. If such non-binding mediation shall not resolve all disputed matters, the City and Arctic Circle Wild Seafood, LLC agree to submit any unresolved disputes to binding arbitration (with a single arbitrator). This arbitration shall be the sole remedy for any and all disputes arising under this Temporary Use Permit and the decision of the arbitrator shall be the complete, final adjudication of any and all such disputes under this Temporary Use Permit. The site of any such arbitration shall be in Kotzebue, Alaska, at a location agreed upon by the City and Arctic Circle Wild Seafood, LLC. Any arbitration shall be governed by Alaska's Revised Uniform Arbitration Act as set forth in A.S. 09.43.300 to A.S. 09.43.595. Damages, if any, awarded by an arbitrator shall be limited to non-tort, contract damages allowed by Alaska law, with full, reasonable fees and costs awarded to the prevailing party by the arbitrator, with the determination of prevailing party status governed by the Alaska Rule of Civil Procedure 82 and the Alaska case law developed under Alaska Rule of Civil Procedure 82.

CITY OF KOTZEBUE

ARCTIC CIRCLE WILD SEAFOOD, LLC

Ron Johnson, City Manager

By: _____ [Print Name]
Its: _____ [Print Title]

DATED: _____

DATED: _____

Attachment:

Exhibit "A" – ACWS Submittal for 2026 Commercial Fishing Season in Kotzebue [14 pages]