



**KOTZEBUE PLANNING COMMISSION
RESOLUTION 26-12**

**A RESOLUTION OF THE KOTZEBUE PLANNING COMMISSION RECOMMENDING
TO THE CITY OF KOTZEBUE CITY COUNCIL THE APPROVAL OF A TEMPORARY
USE PERMIT FOR MANIILAQ ASSOCIATION TO STORE CONSTRUCTION
MATERIAL ON CITY OF KOTZEBUE PROPERTY.**

WHEREAS, 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.”*

WHEREAS, Maniilaq 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 as identified in Maniilaq’s one-page September 1, 2026 request attached hereto as Exhibit “A.”

WHEREAS, Maniilaq 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, Maniilaq’s use of and/or Maniilaq’s activities on or about the City properties identified herein.

WHEREAS, Maniilaq at the end of its use of the City’s properties in March 2027 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.

WHEREAS, Maniilaq 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.

WHEREAS, Maniilaq shall pay the City \$17,000 per month (calculated at 34 connexes per month x \$500 per month from the City's fee schedule) compensation for this TUP. September's payment shall be due within ten (10) days of the execution of this Temporary Use Permit. Thereafter, the \$17,000 monthly compensation shall be due by the 15th of each month

WHEREAS, Maniilaq shall be granted an exclusive, temporary use permit for its storage of its connexes next to the Family Entertainment Center – an area of approximately 5,200 square feet. See, Exhibit "A" attached hereto. All Maniilaq property shall be removed no later than March 14, 2027.

WHEREAS, Maniilaq warrants that the individual signing below on behalf of Maniilaq has the authority and permission of Maniilaq to sign this Temporary Use Permit and in so doing to bind Maniilaq the terms of this Temporary Use Permit.

WHEREAS, 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.

WHEREAS, This written Temporary Use Permit embodies the whole agreement between the City and Maniilaq and there are no inducements, promises, terms, conditions or other obligations that are entered into herein other than those contained herein.

NOW THEREFORE BE IT RESOLVED:

1. Any dispute concerning this Temporary Use Permit shall be resolved by good faith, non-binding mediation between the City and Maniilaq. If such non-binding mediation shall not resolve all disputed matters, the City and Maniilaq 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 Maniilaq. 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

PASSED AND APPROVED by the Kotzebue Planning Commission on this 24th day of September 2026.

CITY OF KOTZEBUE
Planning Commission

Ernest Norton, Chairman

ATTEST:

Lloyd Walker, Planning Director

Attachments

Exhibit A- Maniilaq Association Temporary Use Permit

Exhibit B- City Lands Temporary Use Letter