

## **CITY OF KOTZEBUE**

### **RESOLUTION NO. 26-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE ACCEPTING AND APPROVING A TEMPORARY USE PERMIT (“TUP”) FOR NANA REGIONAL CORPORATION *NUNC PRO TUNC* FOR THE CITY-OWNED FAIRGROUNDS AS RECOMMENDED BY THE CITY OF KOTZEBUE PLANNING COMMISSION IN ITS RESOLUTION 26-01.**

**WHEREAS,** the City Manager, Public Works Senior Staff, Acting Planning Director and City Attorney met with NANA representatives on December 24, 2025, to review the first draft of a TUP Permit for NANA of the City-owned Fairgrounds on Ted Stevens Way for 2025-2026;

**WHEREAS,** the City Manager, Public Works Senior Staff, Acting Planning Director and City Attorney met a second time with NANA representatives on January 7, 2026, to review the second, revised draft of a TUP Permit for NANA of the City-owned Fairgrounds on Ted Stevens Way for 2025-2026;

**WHEREAS,** through a series of texts, emails and phone calls to/from NANA on January 7<sup>th</sup> and January 8<sup>th</sup> a final version of the TUP Permit for NANA of the City-owned Fairgrounds on Ted Stevens Way for 2025-2026 was prepared for review and approval at the Regular Planning Commission Meeting (“RPCM”) on January 8, 2026;

**WHEREAS,** the Planning Commission reviewed and approved a TUP Permit for NANA of the City-owned Fairgrounds on Ted Stevens Way for 2025-2026 and recommended approval by the City Council as set forth in Planning Commission Resolution 26-01, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein; and,

**WHEREAS,** the TUP Permit for NANA of the City-owned Fairgrounds on Ted Stevens Way for 2025-2026 as reviewed, approved and recommended for approval by the Planning Commission to the City Council is attached hereto as Exhibit “B” and incorporated by reference herein.

**Resolution 26-03**  
**NANA TUP FOR FAIRGROUNDS 2025-2026**  
**January 15, 2026 RCCM**  
**Page 2 of 2**

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Kotzebue authorizes the City Manager or his Designee to execute the TUP attached hereto as Exhibit “**B**” for a TUP Permit for NANA of the City-owned Fairgrounds on Ted Stevens Way for 2025-2026.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 15<sup>th</sup> day of January 2026.

**CITY OF KOTZEBUE**

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Saima Chase  
*Mayor*

ATTEST:

[SEAL]

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Donald Jones, Jr.  
*City Clerk*

Attachments:

- **Exhibit A:** Planning Commission Resolution 26-01, January 8, 2026 [2 pages]
- **Exhibit B:** TUP Permit for NANA for 2025-2026 [3 pages]



**KOTZEBUE PLANNING COMMISSION  
RESOLUTION 2026-01**

**A RESOLUTION OF THE CITY OF KOTZEBUE PLANNING COMMISSION  
RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF KOTZEBUE THE  
TEMPORARY USE PERMIT TO NANA REGIONAL CORPORATION**

**WHEREAS**, the Kotzebue Municipal Code in KMC Chapter 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 licenses may or may not be for consideration, but such use permits or licenses may be terminated at will by the city.*

**WHEREAS**, NANA Regional Corporation is advancing the NANA Region Middle-Mile Fiber Optic Project, a critical regional infrastructure initiative intended to improve broadband connectivity and communications reliability for communities throughout the Northwest Arctic Borough. The project supports essential public purposes, including enhanced access to education, healthcare, public safety communications, government services, and regional economic development. Cruz Construction, Inc. has been engaged to provide construction, logistical, and site support services necessary to implement the project, and

**WHEREAS**, To facilitate timely and efficient completion of this project, NANA Regional Corporation and Cruz Construction, Inc. require a temporary staging and support area for construction equipment, materials, and logistical operations. The temporary use of a portion of the City-owned Parks and Recreation Fairgrounds provides a suitable location for these limited-duration activities, and

**WHEREAS**, In addition to supporting a regionally significant infrastructure project, the authorized temporary use will result in a direct and lasting benefit to the City of Kotzebue and the Fairgrounds property. As consideration for this Temporary Use Permit, NANA Regional Corporation will fund the placement, grading, and compaction of gravel across the authorized area, raising existing saturated ground elevations and improving drainage conditions. These improvements will enhance the usability, safety, and long-term functionality of the Fairgrounds for future City and public uses, while ensuring the permitted activities remain temporary and do not interfere with City operations or public access, and

TEMPORARY USE PERMIT – NANA REGIONAL CORP — [2026]

Page 1 of 2

**WHEREAS**, NANA Regional Corporation have committed and agreed that the use of the City property identified in this Temporary Use Permit ("TUP") shall be conducted in such a manner so as to not interfere with City operations or public, non-commercial uses in, on, or around the Property.

**NOW THEREFORE BE IT RESOLVED THAT THE PLANNING COMMISSION PASSES AND FORWARDS THIS RESOLUTION TO THE KOTZEBUE CITY COUNCIL FOR THEIR CONSIDERATION**

**PASSED AND APPROVED** by the Kotzebue Planning Commission on this 8<sup>th</sup> day of January, 2026.

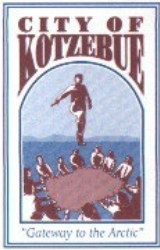
YEA 4  
NAY 0  
ABSTAIN 0

**CITY OF KOTZEBUE  
Planning Commission**

\_\_\_\_\_  
**Ernest Norton, Chairman**

**ATTEST:**

Fred Smith  
**Fred Smith, Acting Planning Director**



**CITY OF KOTZEBUE**  
**TEMPORARY USE PERMIT**  
*NUNC PRO TUNC*  
**FOR NANA REGIONAL CORPORATION**  
**FOR USE BY NANA’S CONTRACTORS AND SUBCONTRACTORS**  
**[Initial Period: September 1, 2025 – February 28, 2026]**  
**PURSUANT TO KMC 3.12.120**  
**AND**  
**CITY OF KOTZEBUE PLANNING COMMISSION RESOLUTION NO. 26-01**  
**PASSED AND APPROVED JANUARY 8, 2026**  
**AND**  
**CITY COUNCIL RESOLUTION NO. 26-03**  
**PASSED AND APPROVED JANUARY 15, 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 licenses may or may not be for consideration, but such use permits or licenses 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.”* The City acknowledges that NANA Regional Corporation may need additional time beyond February 28, 2026 for this Temporary Use Permit and to complete the work provided in No. 7 below. Therefore, the City agrees that such an extension will be duly considered by the City at the appropriate time.

2. NANA Regional Corporation is advancing the NANA Region Middle-Mile Fiber Optic Project, a critical regional infrastructure initiative intended to improve broadband connectivity and communications reliability for communities throughout the Northwest Arctic Borough. The project supports essential public purposes, including enhanced access to education, healthcare, public safety communications, government services, and regional economic development. NANA Regional has engaged various contractors and subcontractors to provide construction, logistical, and site support services necessary to implement the project.

To facilitate timely and efficient completion of this project, NANA Regional Corporation needs to provide for its contractors and subcontractors such as but not limited to Cruz Construction, Inc. and Sturgeon Electric a temporary staging and support area for construction equipment, materials, and logistical operations. The temporary use of the City-owned Parks and Recreation Fairgrounds provides a suitable location for these limited-duration activities.

In addition to supporting a regionally significant infrastructure project, the authorized temporary use will result in a direct and lasting benefit to the City of Kotzebue and the Fairgrounds property, to wit: as consideration for this Temporary Use Permit, NANA Regional Corporation will fund the placement, grading, and compaction of gravel across the Fairground area, raising existing saturated ground elevations and improving drainage conditions as set

**TUP for review by City Council at RCCM on Thursday, January 15, 2026**

**Page 1 of 3**

TEMPORARY USE PERMIT – NANA — [2025–2026]

forth in No. 7 below. These improvements will enhance the usability, safety, and long-term functionality of the Fairgrounds for future City and public uses, while ensuring the permitted activities remain temporary and do not interfere with City operations or public access.

3. NANA Regional Corporation has committed and agreed that the use of the City property identified in this Temporary Use Permit (“TUP”) by its contractors and subcontractors shall be conducted in such a manner so as to not interfere with City operations or public, non-commercial uses in, on, or around the Property and to comply with all applicable federal, state and local regulations.

4. NANA Regional Corporation shall indemnify, defend, and hold harmless the City, its officials, employees, and agents from any and all claims, actions, damages, costs, expenses, fees, or demands of whatever nature or type caused by, related to, or in any way associated with the use of this property and the granting of this TUP to NANA for the benefit of and use by its contractors and subcontractors.

5. Upon expiration or termination of this TUP, NANA shall ensure that its contractors and subcontractors shall remove all equipment, materials, and supplies from the Property and leave the Property in a safe and properly cleaned condition, restoring it to the improved condition in which it was found at the start of the use authorized herein, except for the gravel and grading improvements approved by the City and described herein, which shall remain as permanent improvements to the Property.

6. NANA Regional Corporation acknowledges and understands that this TUP may be terminated at will by the City pursuant to KMC 3.12.120 and may under no circumstances exceed one hundred eighty (180) days unless additional time is granted as set forth in No. 1 above. NANA shall be responsible for funding and ensuring completion of the work identified in No. 7 below. The work identified in No. 7 below shall be performed by NANA’s contractors or subcontractors.

7. In consideration for this Temporary Use Permit, the City’s granting of a twenty-foot wide utility easement for its fiber optic cable laid on/in the ground within the City limits (which complies with the City’s Conservation Easement restrictions) and the City’s waiver – with Planning Commission and City Council approval – of all applicable fees such as TUP fees, building permit fees, easement fees and other applicable City permitting/use fees up to the amount of \$120,000.00, NANA shall provide the City with an amount of one-inch minus pit-run gravel, supplied, installed, graded, and compacted as follows:

- a. Slope and compact the entire authorized area four to six percent (4–6%) toward the water to facilitate drainage,
- b. Install six (6) inches of gravel – one-inch minus pit run – over the entire area of the fairground, and,
- c. Final grading and compaction to a four to six percent (4–6%) slope.

The City’s Public Works Department has estimated that the above-described work in this paragraph will cost \$120,000.00 and NANA accepts this estimate as the total amount at this time that NANA will expend to complete 7a, 7b and 7c above. Any expenditures more than \$120,000.00 to complete 7a, 7b and 7c above shall be the

**TUP for review by City Council at RCCM on Thursday, January 15, 2026**

**Page 2 of 3**

TEMPORARY USE PERMIT – NANA — [2025–2026]

responsibility of the City, provided however, that if it is determined at a future date that all applicable fees exceed \$120,000.00 this amount shall be adjusted accordingly as agreed to by both Parties..

[Note: While NANA has a fiber placement route authorized by an USACE NWP-57 for its project, NANA now realizes that it crosses a Conservation Easement Area on City of Kotzebue property. The only restriction that NANA sees that could preclude its placement is the restriction of use of motorized vehicles in the Conservation Area. As such, NANA intends to place that section of fiber optic cable without the use of motorized vehicles, by staging vehicle(s) on the access easement and using winch (or other such device) to pull the cable across the Conservation Area during the winter and then use non-motorized means to move and place the cable into the approved project corridor within the Conservation Area.]

8. NANA Regional Corporation on behalf of its contractors and subcontractors shall be granted an exclusive, temporary use permit to use the City-owned property commonly known as the Parks and Recreation Fairgrounds in Kotzebue, Alaska.

9. NANA Regional Corporation warrants that the individual signing below on behalf of NANA Regional Corporation has the authority and permission to bind its respective entity to the terms of this Temporary Use Permit.

10. 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, applicable federal, state and local regulations and applicable case law which NANA Regional Corporation acknowledges and agrees it shall follow/comply with as required.

11. This written Temporary Use Permit embodies the whole agreement between the City and NANA and there are no inducements, promises, terms, conditions, or obligations other than those contained herein. In addition, NANA and the City have jointly prepared this TUP, therefore the rule of *contra proferentem* does not apply.

12. Any dispute concerning this Temporary Use Permit shall be resolved by good faith, non-binding mediation between the City and NANA. If mediation does not resolve all disputed matters, the Parties agree to submit any unresolved disputes to binding arbitration with a single arbitrator. Arbitration shall be governed by Alaska’s Revised Uniform Arbitration Act, A.S. 09.43.300–09.43.595. The site of arbitration shall be Kotzebue, Alaska. Damages, if any, shall be limited to non-tort contract damages allowed by Alaska law, with reasonable attorney fees and costs awarded to the prevailing party pursuant to Alaska Rule of Civil Procedure 82.

**CITY OF KOTZEBUE**

**NANA REGIONAL CORPORATION**

\_\_\_\_\_  
Ron Johnson, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_ [Print Name]

Its: \_\_\_\_\_ [Print Title]

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**TUP for review by City Council at RCCM on Thursday, January 15, 2026**