

PLANNING COMMISSION STAFF REPORT

| | |
|-------------------------------|---------------------------|
| Action # | 2025-101 |
| Meeting Date: | 11/12/2025 |
| Applicant(s): | Silver Bay Seafoods |
| Property Owner(s): | Silver Bay Seafoods |
| Agent/Representative: | Kim Partridge |
| Property Address: | Dolphin St ROW |
| Legal Description: | portion of Dolphin St ROW |
| Parcel ID | 01-605-651 |
| Acreage/Lot Size | 6,000 sf |
| Current Zoning | n/a |
| Comp Plan Designation: | n/a |
| Request Type: | Special Use Permit |

EXECUTIVE SUMMARY

Applicant Request: Special user permit for the purpose of loading container vans in the Dolphin St right-of-way.

Staff Recommendation: Approve with conditions

Key Issues:

1. In 1989, PFI acquired a special use permit to use a portion of the Dolphin St ROW to stage/load container vans.
2. The SUP is non-transferrable so Silver Bay must apply for a new permit to continue using the site.

PROJECT DESCRIPTION

Proposal Details

| | |
|----------------------|------------------------|
| Intended Use | loading container vans |
| Building/Development | n/a |
| Site Improvements | n/a |
| Operations Plan | n/a |
| Timeline | Already in use. |

Site Characteristics

| | |
|----------------------|---------------|
| Size: | 6,000 sf |
| Topography: | developed ROW |
| Existing Structures: | none |
| Legal Access: | Dolphin St |
| Utilities: | none |
| Constraints: | none |

ZONING AND LAND USE ANALYSIS

| Current Zoning | | Surrounding Land Use | | |
|------------------|-----|----------------------|------------|--|
| Zone | n/a | North | Industrial | |
| Intent | n/a | South | Industrial | |
| Permitted Uses | n/a | East | Industrial | |
| Conditional Uses | n/a | West | n/a | |

LOT DEVELOPMENT STANDARDS - Not applicable

STANDARDS ANALYSIS (PMC 19.76.050)

Impact on proposed site and surrounding properties, if any, of proposed activity:

1. Proposed activity has been occurring at the site since at least 1989.
2. No known conflicts or impacts on surrounding properties during past use.

DEPARTMENT REVIEWS

| Department Name | Comments |
|-----------------|--------------|
| Public Works | No comments. |
| Power & Light | No comments. |
| Fire/EMS | No comments. |

PUBLIC NOTICE

The borough provided public notice consistent with PMC 19.76.060. Notice was mailed by first class mail to the owner of record of the property within a distance of six hundred feet of the exterior boundary of the property that is the subject of the application. See Attachment D for notification list.

FINDINGS AND CONDITIONS OF APPROVAL

Findings of Fact

- Finding 1: Application is consistent with intent of Special Use Permits.
- Finding 2: Proposed use has no negative impact on proposed site.
- Finding 3: Proposed use is compatible with surrounding area and uses.

Proposed Motion

I move to recommend to the Borough Assembly that the SUP application from Silver Bay Seafoods to use 6,000 sf of the Dolphin St right-of-way for loading containers be approved, subject to conditions of approval in this report.

Recommended Conditions of Approval

- Condition 1: Retain conditions of original SUP prohibiting storage.
- Condition 2: Update permit language and general liability insurance coverage amounts to current requirements.

ALTERNATIVES

The Planning Commission has the following options:

- 1. Recommend approval of the application as submitted**
- 2. Recommend approval of the application with staff-recommended conditions**
- 3. Recommend approval of the application with modified conditions**
- 4. Continue the hearing to allow for additional information or public input**
- 5. Recommend the application be denied.**

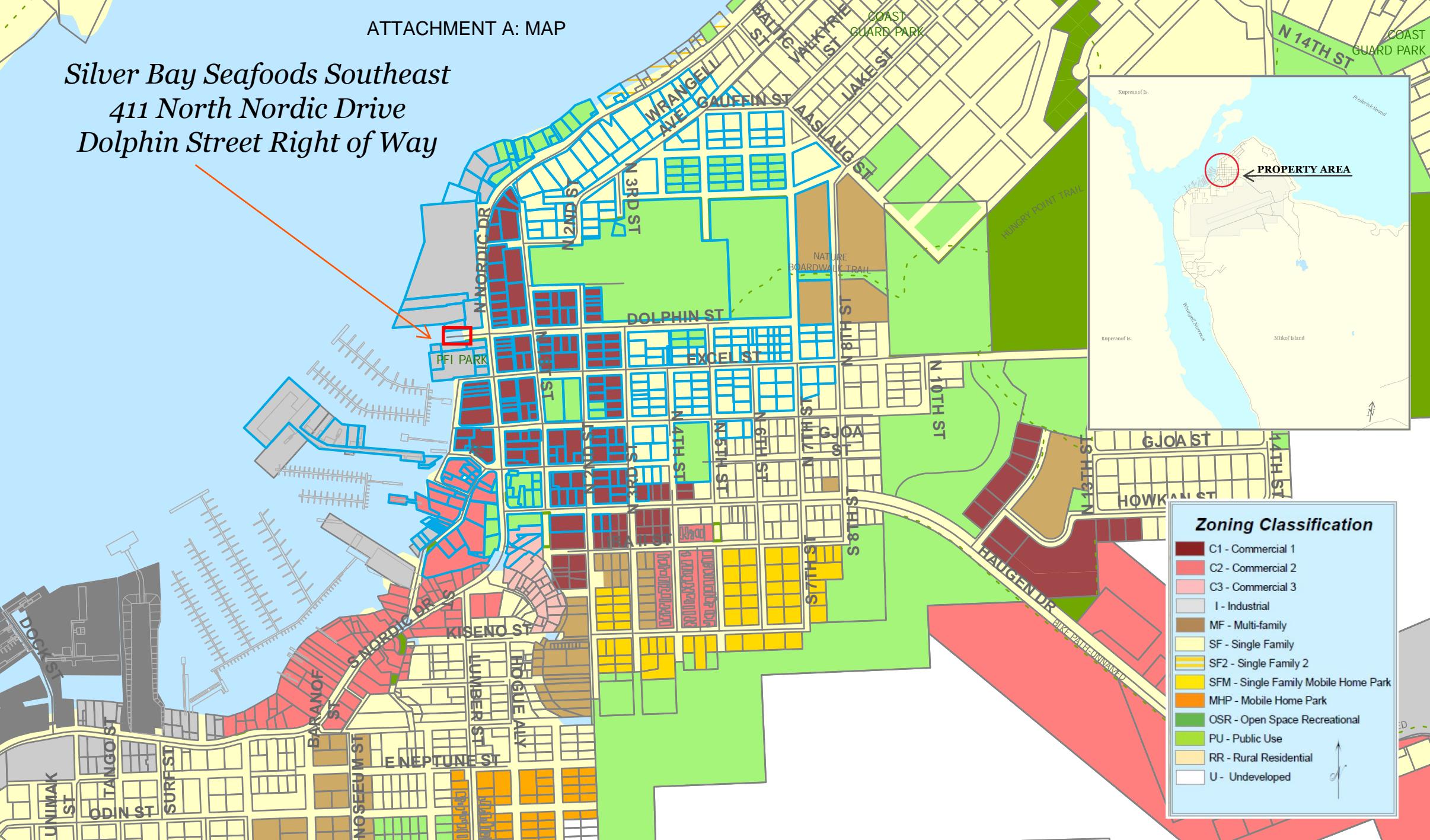
If the Planning Commission chooses to recommend the application contrary to staff recommendation, specific findings supporting that decision should be provided.

ATTACHMENTS

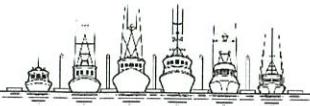
| | | |
|------------------------|--------------------|---------------------------|
| A. Maps | C. Public Comments | E. PFI Special Use Permit |
| B. Applicant Materials | D. Public Notice | |

ATTACHMENT A: MAP

*Silver Bay Seafoods Southeast
411 North Nordic Drive
Dolphin Street Right of Way*



ATTACHMENT B: APPLICANT MATERIALS

| | | |
|--|--------------|--|
|  PETERSBURG BOROUGH SPECIAL USE PERMIT APPLICATION | | CODE TO: 110.000.404110 |
| | | BASE FEE: \$50.00 |
| | | PUBLIC NOTICE FEE: \$70.00 |
| | | TOTAL: \$120.00 |
| DATE RECEIVED: | RECEIVED BY: | CHECK NO. or CC: <i>CC</i> |
| APPLICANT/AGENT | | LEGAL OWNER (IF DIFFERENT THAN APPLICANT/AGENT) |
| NAME SILVER BAY SEAFOODS SOUTHEAST LLC | | NAME |
| MAILING ADDRESS 4 [REDACTED] | | MAILING ADDRESS |
| CITY/STATE/ZIP SEATTLE, WA 98199 | | CITY/STATE/ZIP |
| PHONE | | PHONE |
| EMAIL [REDACTED] | | EMAIL |
| PROPERTY INFORMATION | | |
| PHYSICAL ADDRESS or LEGAL DESCRIPTION: <i>W side Dolphin St</i> | | |
| PARCEL ID: | | ZONE: <i>Industrial</i> |
| CURRENT USE OF PROPERTY: STORAGE | | OVERLAY: |
| PROPOSED USE OF PROPERTY (IF DIFFERENT): | | LOT SIZE: |
| WASTEWATER SYSTEM: Is there a wastewater system on the property? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | |
| What is current or planned system? <input type="checkbox"/> Municipal <input type="checkbox"/> DEC-approved on-site system | | |
| WATER SOURCE: <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Cistern/Roof Collection <input type="checkbox"/> Well | | |
| LEGAL ACCESS TO LOT(S) (Street Name): <i>Nordic & Dolphin</i> | | |
| TYPE OF APPLICATION | | |
| <input checked="" type="checkbox"/> Use of Borough Right-of-Way. | | |
| <input type="checkbox"/> Other: | | |
| SUBMITTALS: | | |
| Please submit site plan of the area you will be developing/using and additional information as required below. | | |
| SIGNATURE(S): | | |
| I hereby affirm all of the information submitted with this application is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or authorized agent thereof for the property subject herein. | | |
| Applicant(s): SILVER BAY SEAFOODS SOUTHEAST LLC | | Date: <u>8/26/2025</u> |
| Owner(s): <i>Agent Kim Partridge</i> | | Date: <u>8/27/25</u> |
| Owner(s): _____ | | Date: _____ |

Contact phone - Kim Partridge
[REDACTED]

19.76 SPECIAL USE APPLICATION

(SUBMIT WITH SITE PLAN)

Applicant(s): Silver Bay Seafoods Southeast LLC

Address or PID: Dolphin St ROW

Project Summary: Continued use of container van storage.

New ownership - no change in type of use.

Conditions of approval as required in Petersburg Municipal Code 19.76.020:

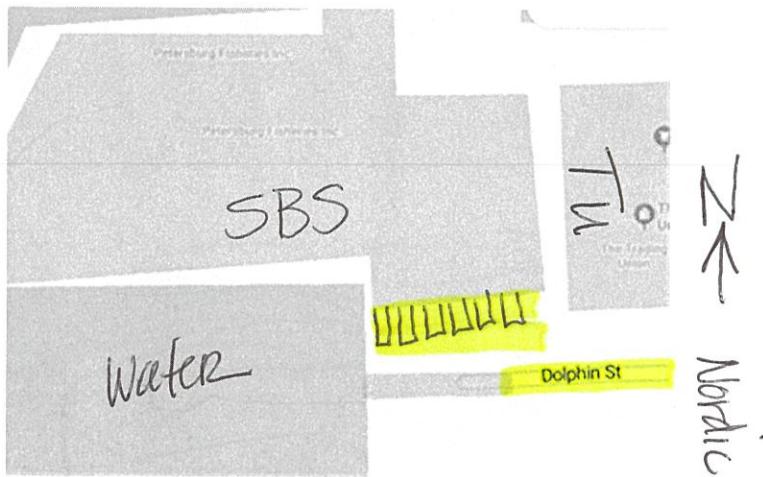
(Note that all regulations and requirements of Title 19 must be satisfied in order to qualify for a special use permit.)

1. The Borough Assembly may issue the permit if the request, as approved by the Planning Commission, is found to be of beneficial nature to the community and that adjacent and surrounding property will not be adversely impacted.

There are instances when the private sector needs to use borough property for uses other than what the property was initially intended for. An example would be to use a platted, but undeveloped, right-of-way for private access to private property.

Explain how your application meets these conditions:

use of the property is for container van staging. Dolphin is not a ~~through~~ ^{Thru} street so no traffic is hindered.



ATTACHMENT C: PUBLIC COMMENTS

From: [Aardvark LLC](#)
To: [Anna Caulum](#)
Subject: Silver Bay Seafoods, Inc.
Date: Friday, September 26, 2025 3:16:00 PM

External Email! Use Caution

I would like to manifest my agreement and general accord with the idea of Silver Bay Seafoods leaving a van or storage unit in the Dolphin way street. That street is not a through street, so traffic remains unhindered. I think that it is good to allow local businesses to conduct their affairs in our borough, as long as they are respectful of the populace. These people are doing the right thing in my opinion.

Joshua and Adams
[REDACTED]

ATTACHMENT D: PUBLIC NOTICE



September 23, 2025



NOTICE OF SCHEDULED PUBLIC HEARINGS

The Petersburg Borough Planning Commission has scheduled a public hearing to consider:

A recommendation to the Borough Assembly for an application from Silver Bay Seafoods for a Special Use Permit to use 6,000 sf of a borough right-of-way at W. DOLPHIN ST.

| | |
|---|---|
| The public hearing and consideration of the application will be held: | Tuesday, October 14th, 2025, at 12:00 PM Assembly Chambers, Municipal Building 12 South Nordic Drive, Petersburg, Alaska. |
| The meeting is open to the public. To attend via ZOOM , please contact Anna Caulum at 907-772-5409. | |

Interested persons desiring to present their views on the applications, either in writing or verbally, will be given the opportunity to be heard during the above-mentioned hearing. Said hearing may be continued from time to time as necessary. If the Planning Commission is unable to meet at the date and time stated above, this application will be considered at a future meeting with no further notice provided except for the general notice provided to the public.

| TO SUBMIT WRITTEN COMMENTS TO THE PLANNING COMMISSION | |
|--|---|
| By Mail: | PO Box 329, Petersburg, Alaska 99833 |
| By Email: | acaulum@petersburgak.gov |
| Hand-Deliver: | Petersburg Municipal Building, 12 S. Nordic Dr. |

The Petersburg Municipal Code (PMC) provides for an appeal of a Planning Commission decision to the Borough Assembly by the property owner or a governmental agency, or any property owner within 600' of the applicant property and requires that such an appeal be filed within 10 consecutive calendar days of the date the decision is made. For more information regarding appeal requirements, please see PMC Chapter 19.92.

Sincerely,

Liz Cabrera
Community & Economic Development Department

| Name1 | Name2 |
|---|--|
| CHRIS FRY | |
| HEATHER O'NEIL | |
| JOHN JENSEN | |
| MARIETTA DAVIS | |
| SILVER BAY SEAFOODS LLC | |
| TONKA TOY RENTALS LLC | |
| BURRELL STEVE | BURRELL DESIREE |
| GREER THOMAS R | |
| GALLI DENISE | LONGWORTH JOHN |
| HOFSTAD MELINDA | |
| BIRCHELL GREGORY G OTNESS DIANE K | |
| MARTIN ROBERT W | MARTIN BECKY J |
| ISRAELSON TEKLA | |
| SHOTWELL EMILY C | GILLILAND WILLIAM C |
| SHIMEK VIOLET KATHLEEN | BURNETT MICHAEL ANTHONY |
| DREISBACH ERIK | DREISBACH LINDSI |
| MATHISEN LENORE | |
| BERGMANN WILLIAM BERGMANN JOYCE A | |
| CASE BENJAMIN | CASE CAREY |
| DROLLINGER KAREN M | |
| ENGE MARILEE SUSAN NYSSEN CHRISTOPHER & ELISABETH | |
| KNIGHT REBECCA J KNIGHT JOHN K | |
| TATE CARL J | TATE HAILEY D |
| COIL JODE | |
| WALKER JULIE K | WALKER ELDON W |
| MARIFERN BRUCE | MARIFERN BARBARA |
| KAPP WORLAND KAMEY | |
| LARSON NICHOLAS J | |
| SHILLING JOAN | |
| HOLMES DONALD | HOLMES SUSAN |
| SWANSON ADAM | |
| HALTINER ROBERT | HALTINER SIGNE |
| MILLER APRIL LANE | |
| LUCZAK LEON | LUCZAK JOANNE |
| POULSEN CHRIS W | POULSEN STACEY M |
| SWANSON ROBERT L TRUSTEE | SURVIVORS TRUST UNDER THE SWANSON FAMILY L |
| THORSEN DEREK | THORSEN STACEY |
| WORHATCH GLADYS MAXINE TRUSTEE | WORHATCH FAMILY TRUST |
| NEIDIFFER FRANK | NEIDIFFER JACQUELINE |
| STRAND FLOYD STRAND BARBARA | |
| TREMBLAY CHELSEA LOUISE | PERRY BRYAN GARRETT |
| MOORE JOSHUA A | MOORE VICTORIA R |
| THAIN LAUREN | THAIN TYLER |
| CARR REED | |
| MALONE ALAN J | |
| LIGHTHOUSE ASSEMBLY OF GOD | |

| | |
|-----------------------------------|-----------------------------|
| MACPHEE DANIELLE | RASMUSSEN JACOB |
| OCHOA RAYMOND | |
| HICKMAN DANIEL | HICKMAN PATRICIA L |
| PETERSBURG BOROUGH SCHOOLS | |
| KFSK COMMUNITY RADIO | |
| ST CATHERINE'S CHURCH | |
| THOMPSON FLOYD A | |
| LUTHERAN CHURCH | |
| CRONLUND DOUGLAS | |
| PETERSBURG CHILDRENS CENTER | |
| ANDERSON RODNEY | ANDERSON MELINDA |
| VALENTINE JAMES | VALENTINE MADELEINE |
| WILKINSON TIM | WILKINSON RAE |
| KAINO DOUGLAS M | ROXANNE KAINO KERRY L KAINO |
| OTNESS NELS K III | OTNESS HOLLI I |
| OTNESS HOLLI | OTNESS NELS |
| CANIK HEATHER D | |
| O'NEIL ERICA | O'NEIL SCOTT |
| ABBOTT THOMAS | HART ELIZABETH |
| PETERSEN CODEE | PETERSEN NATALIE |
| ANDERSON JASON C | ANDERSON JULIE E |
| NICHOLSON NATALIE RUTH | REID MICHAEL FLOYD |
| MANLY AMBER E | OLSON HELEN ANN |
| CANTON LOGAN J | CANTON SHEENA L |
| WELDE RACHEL | |
| SPERL DONALD & TAUSHA | SPERL KOREN |
| NEWLUN NEIL | NEWLUN MARGARET |
| HINDE BENJAMIN | HINDE MARCIE |
| STANTON GREGOR JAY | STANTON GREGOR LEA |
| WRIGHT CHADWICK C | JOHNSON SARAH A |
| MARTIN DAVID S | |
| KAINO DOUGLAS | MCNUTT NAN |
| EILENBERGER MARILYN H | |
| SNIDER BROCK | |
| EWING LYNN R | EWING DONNA M |
| OLSEN ROBERT G JR | OLSEN NICCOLE MARIE |
| MORRISON CHRISTOPHER | MORRISON CHRISTINA |
| ERICKSON BARBARA S | ERICKSON WIARD TRACY |
| US FOREST SERVICE | |
| HOLMGRAIN RANDAL E | HOLMGRAIN SARAH |
| FREDRICKSEN NORMAN | FREDRICKSEN LYNDA |
| LEWIS ERIC L | |
| ALASCOM INC PROPERTY TAX DIVISION | |
| COWLING GREGORY A | |
| NORTHERN NECESSITIES LLC | |
| OTNESS JOHN J | |
| ESPESETH RHEA LOUISE | ESPESETH NICHOLAS ALLAN |

| | |
|--------------------------------------|---------------------------------|
| OGDEN JACK E | OGDEN CAROL B |
| VERSTEEG KORY H | |
| DRURY DONALD RAY | DRURY BRIANA |
| BUOTTE DAVID E | SUHARA COLLEEN T |
| STOLPE ADRIENNE | STOLPE LOGAN |
| O'CONNOR DEMKO KELLY M | |
| TRASK GRANT | TRASK LILA |
| OHMER DAVE | |
| FJORD BOUNTIES LLC | |
| OHMER AND COMPANY LLC | |
| EC PHILLIPS AND SONS INC | |
| TONGASS FEDERAL CREDIT UNION | |
| PETERSBURG INDIAN ASSOCIATION | |
| PETERSBURG ELKS LODGE | |
| IGLOO LLC | |
| BAYSIDE LANDING LLC | |
| OHMER NICHOLAS E | |
| WELDE DOUGLAS | |
| SEVER CYNTHIA | |
| KAWASHIMA DWIGHT G | KAWASHIMA JANE |
| VALHALLA PLACE LLC | |
| ALASKA POWER & TELEPHONE | |
| WOHLHUETER KURT | WOHLHUETER SHERI |
| MALLORY DARCY | |
| OINES MARJORIE J | |
| ST ANDREWS EPISCOPAL CHURCH | |
| BOSWORTH DALE | BOSWORTH LESLEY |
| YIP WAMEN | YIP LANEY |
| BRUMBLEY PAGE | |
| BURKE RICHARD STEWART | LYNN BURKE JAMIE ANNE |
| SANAMADA HOLDINGS LLC | |
| LOESCH RONALD JOHN LOESCH ANNE MARIE | |
| WELLS FARGO TAX L C/O D | WELLS FARGO-c/o DELOTTE TAX LLP |
| PETERSBURG MOOSE LODGE | |
| CHAMBER OF COMMERCE | |
| WEAVER PAT ELAINE | PAT WEAVER LIVING TRUST |
| HAMMER & WIKAN | |
| SPRAGUE RICHARD | SPRAGUE SHARON |
| WIKAN RICHARD | |
| KORCHAK PAUL | |
| PETERSBURG MEDICAL CENTER | |
| STRATMAN JOSEPH | RICE ALLISON |
| NILSEN MIKE L | NILSEN RAVENNA |
| LENHARD MATTHEW | LENHARD JILL |
| FIERCE ALLEGIANCE DEVELOPMENT LLC | |
| OBSESSION INDUSTRIES LLC | |
| MEEKS PHILLIP E | MEEKS SANDRA R |

| | |
|-----------------------------------|--------------------------|
| BERG DAVID A | BERG NANCY A |
| FIRST BANK | |
| 4 & 4 RENTALS LLC | |
| DIAMANTE GIFT SHOPPE INC | |
| MARTENS COLLIN B | ROBSON KIMBERLY M |
| TRIEM FRED | |
| MURRISON GEORGE | MURRISON NANCY |
| ROCKWELL DEVELOPMENT LLC | |
| PRIEST POINT LLC | C/O SUSAN ERICKSON |
| EIDE VENTURES LLC | |
| PETERSBURG MENTAL HEALTH SERVICES | |
| SALVATION ARMY-PETERSBURG | |
| HIGGINS DONALD K HIGGINS NANCY M | |
| SKEEK LEONARD | SKEEK LOURDES |
| MICHAEL ERIN A | |
| VINSON TRACI | VINSON ANTHONY |
| LOPEZ CHADAM S | LOPEZ DEREK AND MICHELLE |
| KVERNVIK RACHEL M | |
| ALCOCK TARALEE | |
| BERNALDO DELILAH | |
| TAGABAN LOLITA | |
| SOKOL VICKIE L | LUHR ROBERT W |
| HAMILTON JOHN A IV | HAMILTON JENNIFER Y |
| KITOS KAVE INC | |
| 15 SING LEE LLC | |
| BLUE GLACIER LLC | |
| GILLILAND HARVEY C | GILLILAND SARAH E |
| SONS OF NORWAY | |
| ZUSE LLC | |
| FREEDOM VENTURES LLC | |
| QUITSLUND JOSEF M | |
| LEGGETT JIMMY | |
| VARSANO DANIEL J | SMETS MARJA |
| DAVIS MARCIA | |
| MARTIN TYLER J | |
| TUCCILLO MARK WILLIAM | OHMER SUSAN |
| SWAINSON DYLAN P | |
| PETERSBURG MOTORS INC | |
| ROSE CHARLES | WONG-ROSE LAURA ANN |
| FEIST ROBERT ANTHONY | |
| ADAMS JOSHUA | |
| HILLSIDE RENTALS LLC | |
| GOOD INVESTMENTS LLC | |
| HARBOR CONDOMINIUMS | |
| MC CONVILLE KRISTY | |
| ALASKA STATE OF | |
| SONDENAA ANITA | SONDENAA LEROY |

PRESBYTERIAN CHURCH

MILLER JASON L

PRUS JOSEPH EDWARD

KVALHEIM GERALD ARNE

MILLER VANESSA K

JEWELL KVALHEIM THERESA C

Record in the Petersburg Recording District

BOOK 32 PAGE 746

SPECIAL USE PERMIT

This SPECIAL USE PERMIT, issued by the City of Petersburg, Alaska, whose mailing address is PO Box 329, Petersburg, Alaska 99833, hereinafter referred to as the "City", will allow Icicle Seafoods, Inc., whose mailing address is PO Box 1147, Petersburg, Alaska 99833, hereinafter referred to as "Permittee", the use of an un-subdivided portion of Alaska Tidelands Survey No. 9, being an extension of Dolphin Street, lying south of T-204A and more particularly described as follows:

Beginning at Corner No. 1, the True Point of Beginning, being the Northwest corner of Lot 2, Block E, common the N.E. Corner of Lot 2A, Block E of the Subdivision of Alaska Tidelands Survey No. 9, Petersburg, Alaska; monumented with a rebar and aluminum cap. From which a Brass Cap at the Southeast Corner Of Lot 2, Block 6 of the Subdivision of U.S.S. 282, bears S. 70 31' 07" E, a distance of 545.26 feet. Said Brass Cap and an iron pipe which bears S. 89 42' 00" E, forms the Basis of Bearing for this legal description.

Thence S. 86 43' 00" W, along the Northerly side of Lot 2A, a distance of 100.00 feet, to a point on the Northerly side of Lot 2A, Corner No. 2. Thence N 03 23' 00" W, across un-subdivided tidelands, a distance of 60.00 feet, to a point on the southerly property line of T-204A, Corner No. 3. Thence N 86 43'00" E, along the southerly property line of T-204A, a distance of 100.00 feet, to the southeast corner of T-204A, Corner No. 4, common to the Southwest corner of Lot 1, Block F, and common to the most westerly end of the Dolphin Street R.O.W. Thence S 03 23'00" E, along the westerly end of the Dolphin Street Right-of-Way, a distance of 60.00 feet, to Corner No. 1, the True Point of Beginning. Said Parcel of tidelands afore described, contains 6,000 S.F., more or less, all as described within this legal description. The intent of this legal description, is to describe a 60.00 foot by 100.00 foot parcel of tidelands, westerly of Dolphin Street, at its most westerly extension. A plat of said parcel is attached hereto and incorporated herein as Exhibit A.

This Special Use Permit is subject to the following terms and conditions:

1. The Permittee agrees a copy of this Special Use Permit shall be duly recorded in the Petersburg Recording District for the State of Alaska with the cost of recording to be borne by the Permittee.
2. Permittee agrees to assume full control and responsibility for all activities connected with this permit. The Permittee shall defend and save harmless the City and all of its representatives from any liability, claim, demand, loss, damage or expense of whatsoever character, directly or indirectly, including, for example, attorney's fees and costs incurred by the City, arising from or in any way related to this permit, whether or not caused in part by the negligence of the party indemnified herein, including without limitation of the foregoing, any such liability, claim, demand, loss, damage or expense; (a) arising out of, or directly or indirectly due to any failure of Permittee to satisfy his obligations under this permit, including compliance with the workers' compensation and other employee benefit laws or the applicable federal, state and local laws governing use of the property; and/or (b) arising out of, or directly or indirectly due to any accident or other occurrence causing injury to any person or persons or property on account of any act or omission by the Permittee or its representatives in connection with the Permittee's use of the property or any improvements thereon. Permittee shall further indemnify the City against all liens and charges that may be established against the premises or any improvements thereon as a consequence, direct or indirect, of any act or omission of the Permittee under this permit.
3. No future claim nor any real property interest is granted to the Permittee to the above described area. This permit is not transferable; it is for the use of the within named Permittee only.

4. The Permittee shall have the right to use the above described area for access to T-204A and Lot 2A for the purpose of loading and unloading vans and incidental uses necessary for the loading and unloading operations. However, the Permittee's use of the property pursuant to this permit shall not be inconsistent nor interfere with the use of the area by others, including the City, any other permittee or members of the general public. The Permittee shall not store any equipment, vehicles or materials of any kind upon the above described area.

5. The Permittee agrees to be wholly responsible for the maintenance and upkeep of the above described area and acknowledges the City has no responsibility whatsoever for maintenance, upkeep or repair. City will, however, repair any damage to or destruction of the above described area caused by its sole negligence and will not hold Permittee responsible for repairs due to damage to or destruction of the above described area caused by the sole negligence of another permittee of the city.

6. Environmental and Water Quality Protection.

(a) If the City believes that environmental or water quality damage has occurred or is threatened as a result of use of the above described area under this permit, the City shall give Permittee 24 hours notice of such damage or threatened damage after which time, unless the City and Permittee mutually agree otherwise, the City shall have the right to require Permittee, or his employees, representatives or agents to cease operations immediately and require Permittee to take immediate action to correct or eliminate said damage or threat thereof. Failure of Permittee to comply with such request will be treated as a material breach of this Agreement, causing the immediate termination of this Agreement. The City's rights under this provision shall not be construed as creating an obligation on the City's part to provide for any inspection as to environmental practices, it being agreed that compliance is the sole responsibility of Permittee.

(b) Liability for any environmental or water quality damage that is caused by Permittee or his employees, agents or representatives shall be borne by and at the sole expense of Permittee. If Permittee fails or refuses to correct or repair said damage after notice from the City, then the City shall have the right to contract with any party to correct said condition and the Permittee shall be fully responsible for all actual costs of said correction and repair. The Permittee shall immediately reimburse the City for such costs upon demand by the City. Failure to reimburse the City for such costs, after demand, shall be a material breach of this Agreement, causing the immediate termination of this Agreement.

(c) As part of the City's right to indemnification as stated above, Permittee shall indemnify and hold the City harmless from any and all civil or criminal liabilities, sanctions or penalties, including costs of defense, resulting from Permittee's acts or omissions which cause environmental or water quality damage.

7. Insurance Requirements

(a) Permittee shall, at all times during the term of this permit at its own expense, keep in force by advance payment of premiums, the following described insurance for protection against the claims of employees or other persons, insuring both Permittee and the City against any liability that may accrue against them or either of them in connection with the performance of Permittee, his agents, employees or other representatives under this Permit:

(1) Comprehensive general liability insurance including coverage for environmental damage and contractual liability, without limitation, covering bodily injury, death and property damage with a combined single limit of not less than \$100,000.00.

(2) At such times as Permittee has persons employed by him working in the above described area or any work related to this Permit, Permittee shall be required to obtain and maintain during the full term of such employment, insurance in at least the required statutory amounts covering claims under workers compensation, disability benefit or other similar employee benefit acts; and

(3) The insurance shall be placed with an insurance carrier or carriers satisfactory to the City and shall not be subject to cancellation or any material change except after thirty (30) days written notice to the City and shall provide that no failure of Permittee to comply with any condition or provision of this Permit or other conduct of Permittee or those for whose conduct it is responsible, shall void or otherwise affect the protection under the policy afforded to the City. A certificate of insurance reflecting full compliance with these requirements shall, at all times during the term of this agreement, be kept on deposit at the general office of the City. If Permittee fails to comply with these insurance requirements, the City may terminate this agreement 24 hours after providing notice of Permittee's lack of compliance.

(b) All public liability, property damage, or other casualty policies shall be written as primary policies; they shall not be in contribution with, or in excess of, any insurance coverage that the City may otherwise carry. The insurance required by this agreement shall cover all claims arising in connection with the performance of Permittee, his employees, agents and other representatives under this agreement, whether or not such a claim is asserted during the term of this agreement and even though judicial proceedings may not be commenced until after the expiration of the applicable insurance policy and/or this agreement.

8. If the Permittee keeps, observes and performs all of the terms and conditions of this Permit, the Permittee may, peaceably and quietly, continue the use of the area specified in this permit for an indefinite term however, the City reserves the right to terminate this Permit upon six (6) months written notice of intent to revoke said Permit. If Permittee's use of the area specified in this permit ceases for a continuous period of 365 days, such disuse shall be considered an abandonment and consequent termination of this permit.

PASSED and APPROVED by the City Council of the City of Petersburg, Alaska this 20 day of March, 1989.

DATED this 22nd day of March, 1989.

PERMITTEE: Icicle Seafoods, Inc.
Petersburg, Alaska

By: Douglas L. Robberson

Its: Plant Manager

UNITED STATES OF AMERICA)
) ss.
STATE OF ALASKA)

THIS IS TO CERTIFY that on this 22nd day of March, 1989, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Douglas L. Robberson, Plant Manager (office), of the corporation described in and which executed the above and foregoing instrument, and acknowledged to me that said instrument is the free and voluntary act of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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 residing at Petersburg, Alaska. My commission expires Jan 4, 1991.

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DATED this 22 day of March, 1988.

CITY OF PETERSBURG, ALASKA

Sarissa Curtis
City Manager

ATTEST;

ATTEST
Doni Larson
Deputy City Clerk

UNITED STATES OF AMERICA)
STATE OF ALASKA) ss.
)

THIS IS TO CERTIFY that on this 21 day of March, 1989, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Patricia Curtiss and Doris Larson to me known to be the Acting City Manager and Deputy City Clerk respectively of the City of Petersburg, Alaska which executed the above and foregoing instrument, and acknowledged to me that said instrument is the free and voluntary act of said city for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of city.

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 residing at Petersburg, Alaska. My commission expires 10/31/92.

District Recording Office
Return to:
City of Petersburg
Atten: P. Curtiss
PO Box 329
Petersburg, Alaska 99833

89-0228

19-
RECORDED BY ~~THE~~
PETERSBURG RECORDING
DISTRICT

Mar 29 2 29 PM '69
REQUESTED BY City of
ADDRESS Petersburg