

CITY OF CRAIG RESOLUTION 18-15

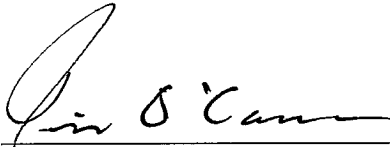
A RESOLUTION AUTHORIZING CITY STAFF TO ISSUE AN ACCESS PERMIT TO SEAFOOD PRODUCERS COOPERATIVE FOR USE OF THE CRAIG CITY DOCK AS A FISH BUYING STATION IN 2019 AND 2020

WHEREAS, Seafood Producers Cooperative has requested use of the City Dock as a fish buying station in 2019 and 2020; and,

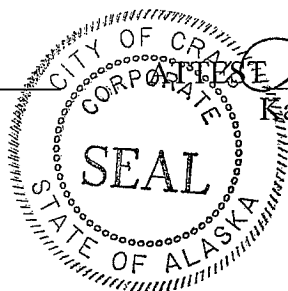
WHEREAS, Section 16.04.020.B of the Craig Municipal Code provides for the Craig City Council to issue, by resolution, an access permit for a period of between one and two years for any purpose compatible with the land use classification or zoning of such lands, and on such terms for such use as the council determines; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Craig hereby directs city staff to negotiate an access permit with Seafood Producers Cooperative to occupy City Dock for approximately four months in 2019, and for approximately four months in 2020.

Adopted this 19th day of July, 2018.



Mayor Tim O'Connor





Kassi Bateman, City Clerk

CITY OF CRAIG ACCESS PERMIT

The City of Craig (hereafter "city"), per section 16.04.020 of the Craig Municipal Code, hereby grants an access permit to Seafood Producers Cooperative, whose address is 507 Katlian St., Sitka, AK 99835, (hereafter "permittee") for the use of a portion of the City Dock and adjacent tidelands of the Tidelands Addition to USS 1430 (hereafter "the property") for use as an area to receive and transport seafood, to park vessels, vehicles and equipment directly related to the transportation of seafood received at the property, subject to the following conditions:

1. Permit Purpose. That this permit is valid for the use of the property for purchasing, offloading, prepping and shipping seafood and for parking vessels, vehicles and equipment directly related to the transportation of seafood received at the property. No other use may be made of the property without prior approval from the city.

2. Site Contamination Prohibited; Environmental Compliance Required. (a) Any violation, at the site of the property, by permittee, or by a third party present upon the land with permittee's permission, of an environmental statute or regulation of the city, state or federal governments shall be grounds for immediate termination of the permit by the city, at the city's sole discretion. By entering into the permit, the permittee agrees not to make any claim for monetary damages against the city for permit cancellation pursuant to this subsection.

(b) The permittee shall at all times manage permittee's activities upon the property, and the activities of third parties present with permittee's permission, so as to positively prevent any and all contamination of the property which would violate any statute or regulation, which could subject the city to enforcement action by a state or federal agency, or which could subject the city to statutory or common law liability, diminish the value of the land, or cause city expenditures for response costs caused by a hazardous substances release.

(c) By entering into the permit, the permittee agrees to defend and indemnify the city from and against any and all claims by third parties (including governmental entities and industry pollution-based claims) brought against city by reason of activities on the property during the effective period of the permit.

(d) By entering into the permit, the permittee agrees to reimburse the city for any and all expenses reasonably incurred by the city (including any response or site cleanup costs) because of activities on the property during the effective period of the permit.

3. Site Cleanup. Permittee agrees that she is individually responsible for removing all waste products and other items placed by them, or resulting from their activities, from the property. Removal will be completed no later than sixty days after the expiration of this permit, or 60 days of notice by the city that the permit is being terminated as

described in item 4 below. All fixtures and equipment of whatsoever nature, that permittee shall have installed upon the property, whether permanently affixed or otherwise, shall continue to be the property of the permittee and may be removed by them at the expiration or termination of this permit or of any renewal thereof; and at their own expense, permittee shall repair any injury to the property resulting from such removal. Such disposal must be done in compliance with State of Alaska and local regulations, and as directed by city staff. Failure to do so will subject permittee to expenses incurred by City as disclosed in item 2(d) above.

4. Permit Termination. Permittee agrees that the city reserves the right to terminate this permit for any reason. If the city exercises this option the permittee will be notified by certified mail sent to the address above, or by hand service of the notice to terminate the permit. The permit will be terminated 30 days from the receipt of the letter, date of the hand service, or the date the letter is returned to the city if delivery is not accepted by the permittee. This permit will also be terminated if permittee violates or fails to maintain any condition of this permit; or if payment is not made as prescribed in section 9 of this permit.

5. Hold Harmless. Permittee agrees to hold harmless, indemnify and defend City against any and all claims for damage, injury, or wrongful death which may be brought or asserted by Permittee, its agents, or third parties resulting from Permittee's use or occupancy of the property.

6. Site Maintenance. Permittee agrees to maintain the permittee's use area and storage area in clean and good condition. This includes removal of waste products resulting from carving, unused raw materials and any other waste generated by permittee's activities on the property during the effective period of the permit.

7. Non-Exclusive Use of Site. Permittee acknowledges that the City Dock is used by the general public for access to a public ramp and float at the dock. Permittee agrees to maintain public vehicle and foot access to the ramp and float at all times. City reserves the right to use the remainder of the property or allow third party use of the remainder of the property. Permittee agrees to make the public use crane on the property available to the general public at such times as permittee's activities allow for public access to the dock face.

8. Access, Parking and Interference. Permittee will access the property, park vehicles and conduct activities in a manner which shall not interfere with clear access to the remainder of the property by the city, leaseholders, permit holders or other parties authorized by the city.

9. Utilities. Services provided under this permit do not include utility services. Permittee must secure at its own cost any utility service it needs at the property, including but not limited to solid waste collection, water, and electric utilities. Permittee agrees to transfer existing electric meter accounts at the property to its name for the duration of the permit.

10. Payment and Effective Period. In consideration for this permit, permittee agrees to pay to the city \$8,469.43 for the period June 24, 2019 to September 19, 2019; and \$8,469.43 for the period June 24, 2020 to September 19, 2020. In addition, permittee agrees to pay \$275.00 per week if the property is occupied before June 24 or after September 19 of each year, all based on the schedule of values below.

	Value/ sq. ft.	Area	Lease Rate	Annual	Fraction of Year	Pro-rated Cost
Tidelands	\$2.01	9,036	8.00%	\$1,449.74	21.00%	\$304.44
City Dock	\$66.71	5,075	8.00%	\$27,082.84	21.00%	\$5,687.40
City Dock Warehouse	\$79.86	1,474	8.00%	\$9,417.09	21.00%	\$1,977.59
Use of Crane						<u>\$500.00</u>
Access Permit annual fee:						\$8,469.43

Payment for use of the property in 2019 is due in full prior to June 23, 2019. Payment for use of the property in 2020 is due in full prior to June 23, 2020. Weekly payments for use between September and December of each permit year shall be made at the beginning of each week.

11. Compliance with Directions from Harbormaster. Permittee will comply with all directives issued by the Craig Harbormaster.

12. Reporting. Permittee will prepare and submit a report to the city documenting the species and weights of all seafood it processed or caused to be processed within the Craig municipal boundaries in calendar years 2018, 2019, and 2020. Said reports are due to the city by December 31 of each calendar year. The processing of seafood within the Craig municipal boundaries by permittee, and the reporting by the permittee of seafood processed in Craig to the city and to the State of Alaska, is a material consideration of this permit.

13. Expiration Date. This permit expires December 31, 2020, unless sooner terminated by City or permittee.

Approved this _____ day of _____, 2018.

 Jon Bolling, Craig City Administrator

Permittee's Acknowledgment:

I accept the conditions of this Access Permit.

Authorized Representative
Seafood Producers Cooperative (SPC)

Date