

**CITY OF CRAIG
RESOLUTION 22-14**

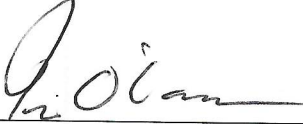
A RESOLUTION TO APPROVE A 24 MONTH ACCESS PERMIT TO KEN QUIGLEY FOR USE OF CITY PROPERTY FOR STORAGE AND EMPLOYEE PARKING ASSOCIATED WITH PERMITTEE'S BUSINESS ACTIVITIES ON LOTS 2A AND 3A OF THE JT BROWN SUBDIVISION.

WHEREAS, Ken Quigley has requested a 24-month, non-exclusive Access Permit for the purpose of storage and providing employee parking on city owned Lot 4A of JT Brown Subdivision, Plat No. 2002-44; and,


WHEREAS, Craig Municipal Code 16.04.020 requires that all access permits for more than one year must be approved by resolution by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City of Craig hereby directs city staff to negotiate an access permit, not to exceed 24 months, for the purpose of storage and employee parking on Lot 4A of JT Brown Subdivision, Plat No. 2002-44.

Adopted this 2nd day of June, 2022.



Mayor Tim O'Connor

ATTEST 

Heather Mendonsa, City Clerk



CITY OF CRAIG ACCESS PERMIT

The City of Craig (hereafter "City"), through authority granted to it under 16.04.020 of the Craig Municipal Code, hereby grants an access permit to Mr. Ken Quigley, whose address is PO Box 752 Craig, AK 99921 (hereafter "Permittee") for use of approximately 4,500 square feet in the approximate dimensions of 50' x 90' of Lot 4A, of the JT Brown Subdivision, Plat No. 2002-44, Ketchikan Recording District (hereafter "the property"), for use as a desirable location for storage and providing employee parking related to his business activities on Lots 2A and 3A of the JT Brown Subdivision, subject to the following conditions:

1. That this permit is valid for the use of the property as employee parking and storage. No other use may be made of the property. The permit may be terminated by written notice, at least 30 days in advance of termination, by the Permittee or the City. The effective dates of this permit are May 1, 2021 to April 30, 2023.

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. Permittee agrees to maintain the leased area, and any appurtenant equipment or structures in a well-maintained and sightly condition. Permittee agrees to perform all custodial duties for the permitted area at no cost to the city. Permittee agrees to conform to all applicable City land use requirements and shall comply with all laws and regulations of the City, the State of Alaska, and the federal government. Permittee will be required to obtain authorization from the City for placement or construction of any and all structures placed on the property. Permittee agrees to pay electric, heating oil, and other operational expenses resulting from the Permittee's occupation of the property.