

Proposed by:	Administration
Vote:	5 Aye 0 Nay 1 Absent

**MUNICIPALITY OF SKAGWAY, ALASKA**  
**RESOLUTION NO. 09-19R**

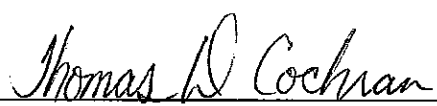
**A RESOLUTION OF THE MUNICIPALITY OF SKAGWAY, ALASKA AUTHORIZING THE MUNICIPALITY OF SKAGWAY TO ENTER INTO A TEMPORARY USE PERMIT AGREEMENT FOR PROPERTY LOCATED AT 2TOWN129 BLOCK 129, LOT 100 (ALASKA STREET ACROSS FROM THE APT GARAGE) TO ALASKA POWER AND TELEPHONE TO STORE MATERIAL AND EQUIPMENT.**

**WHEREAS**, the Municipality received a request from Alaska Power & Telephone, to temporarily use 1000 square feet of municipal property; **and**

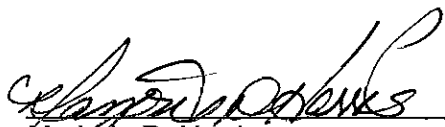
**WHEREAS**, the use of said property is not detrimental to the Municipality of Skagway and is compatible use of land in this zoning classification;

**NOW, THEREFORE BE IT RESOLVED**, by the Skagway Borough Assembly that the Municipality of Skagway will provide a Temporary Use Permit for 1000 square feet of Municipal property, as shown in Attachment A of the Agreement documents to Alaska Power & Telephone, for the period of May 22, 2009 through May 21, 2010.

**PASSED AND APPROVED** by a duly constituted quorum of the Borough Assembly of the Municipality of Skagway this 21<sup>st</sup> day of May, 2009.

  
\_\_\_\_\_  
Thomas D. Cochran, Mayor

ATTEST:

  
\_\_\_\_\_  
Marjorie D. Harris  
Municipal Clerk

(SEAL)





# MUNICIPALITY OF SKAGWAY

GATEWAY TO THE KLONDIKE  
P.O. BOX 415, SKAGWAY, ALASKA 99840  
(PHONE) (907) 983-2297  
(FAX) (907) 983-2151  
[www.skagway.org](http://www.skagway.org)

## **2-Year Temporary Use Permit For Alaska Power & Telephone**

- A. This permit is issued by the Municipality of Skagway (MUNICIPALITY) to Alaska Power & Telephone (AP&T) under authority of Skagway Municipal Code (SMC) Section 16.06.020.
- B. This permit authorizes use by AP&T of property owned by the MUNICIPALITY for a temporary storage site in the area described as 2Town129 Block 129, Lot 100, Skagway Alaska (Alaska Street across from APT Garage) for a period of not more than 2-years.
- C. The MUNICIPALITY land subject to this permit is for an area approximately 1000 square feet in size at the site area described above (Attachment A). The location will in no way impede the community's use of the Pat Moore Pedestrian Bridge located on the Klondike Highway. The permit area provides a maximum area of 1000 square feet.

## **TERMS AND CONDITIONS**

- 1. The provisions of SMC section 16.02.160 shall, insofar as practical, apply and be part of this permit.
- 2. The Temporary Use Permit shall be from May 22, 2009 to May 21, 2011.
- 3. Municipality shall designate a person to act as the Municipality's representative with respect to the services to be rendered under this agreement. This representative shall have complete authority to transmit instructions, receive information, interpret and define the Municipality's policies and decisions with respect to the Contractor's services.
- 4. AP&T shall provide a representative for the Agreement who shall have complete authority to transmit instructions, receive information, interpret and define the AP&T's policies and decisions with respect to the Agreement.
- 5. The provisions of this permit, including payment of permit fees, will become effective immediately. Once initiated, payment shall continue until the end of the permit term or until cancellation of the permit by mutual agreement of the MUNICIPALITY and AP&T.

## **PERMIT FEES**

- 1. AP&T will pay a monthly fee of \$100.00 no later than the 1st day of each month.

## **CANCELLATION**

1. AP&T may terminate this Agreement upon thirty-days (30) in writing to the Municipality of Skagway.
2. This Agreement may, at the Municipality's option, be terminated upon thirty-day (30) notice in writing to AP&T before May 21, 2011.

## **OPERATION AND MAINTENANCE**

1. AP&T must maintain the permit area. At the end of the permit period, or when operations cease under this permit, AP&T shall return the area to the original or superior condition.
2. AP&T shall utilize the premises only for purposes associated with its business. The purposes are limited to the storage and/or transit of material and equipment.
3. AP&T shall avoid spillage or leakage of fuels or equipment fluids on Municipal property. In the event of leakage or spillage, AP&T shall immediately notify the MUNICIPALITY and begin cleanup.
4. In order to keep this area safe, the MUNICIPALITY reserves the right to limit the hours of access to AP&T if there becomes a conflict between the use by AP&T and the Pedestrian Bridge.
5. The MUNICIPALITY representative may place reasonable conditions on the traffic associated with the transfer of products within the area to promote safe and efficient traffic flow, but assures adequate and reasonable access for vehicles and equipment to the permitted area.
6. In the event of any accident involving personal injury or property damage, AP&T must file a written report with the Municipal representative within twenty-four hours.

## **INDEMNITY AND INSURANCE**

1. AP&T shall provide to the MUNICIPALITY a certificate of insurance showing that the business owner/operator has obtained at least one million dollars (\$1,000,000.00) general liability insurance. Proof of such insurance shall be provided to the municipality as a condition of entering the agreement. Failure to maintain such insurance shall constitute a breach of the terms and conditions of the agreement. The certificate of insurance must establish that the municipality is named as an additional insured on such policy, and that the insurer thereof shall notify the municipality twenty (20) days before the policy is canceled, or terminated. Additionally, the certificate of insurance holder shall execute an instrument under the terms of which the holder will agree to indemnify, defend and hold harmless the Municipality of Skagway from any and all claims for injury or damage to persons or property as a result of the holder's activities.

## **MISCELLANEOUS**

1. Any civil action arising from this Agreement shall be brought in the superior court for the first judicial district of the State of Alaska in Juneau. Venue for trial

in any action shall be in Skagway, Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

2. Written notice shall be provided to the parties, by certified mail, return receipt requested, at the following addresses:

Municipality                      Municipality of Skagway  
    PO Box 415  
    Skagway, AK 99840  
    Attn: Municipal Manager

Contractor                              Alaska Power & Telephone  
    P.O. Box 459  
    Skagway, AK 99840  
    Attn: Manager

3. This Agreement is binding upon the heirs, successors and assign of the parties.
4. This Agreement cannot be assigned without prior written consent of the other party.
5. This Agreement represents the entire Agreement of the parties and no other Agreement whether oral or written which is not specifically set forth in this Agreement or an addendum to this Agreement will have any force or effect upon the other party.
6. This Agreement can be modified if agreed to by both parties in writing. Any modification will address any changes in cost and will be agreed to in writing prior by both parties
7. Contractor's or the Municipality's waiver of any term or condition in this Agreement shall not constitute a waiver of any term or condition in this Agreement.
8. If any term of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and binding upon the parties.
9. AP&T agrees to abide by all federal, state and local laws, ordinances and regulations.
10. Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

The term of the agreement is the period of time as specified under Terms & Conditions (2). AP&T warrants and represents that the person who executes and signs this Agreement on behalf of the AP&T is lawfully authorized to execute and sign the Agreement, and to bind AP&T to the terms and conditions of the Agreement.

In consideration of the above, the parties by their signatures below approve and agree to the terms of this Agreement.

\_\_\_\_\_  
Thomas D Cochran, -Mayor  
Municipality of Skagway

\_\_\_\_\_  
Dave Vogel  
Alaska Power & Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Marjorie D. Harris, Municipal Clerk

(SEAL)

# MAP 3

## Skagway Zoning Business - General District

Municipality of Skagway

