

Presented by: The Manager  
Introduced: 06/08/2020  
Drafted by: R. Palmer III

## **ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA**

**Serial No. 2020-22**

### **An Ordinance Authorizing the Manager to Lease Approximately 1.25 Acres, Located adjacent to the Juneau Arts and Culture Center and Centennial Hall, to the State of Alaska for Employee Parking.**

WHEREAS, as authorized by Ordinance 2015-30, the City and Borough leases to the State of Alaska a portion of the parking area adjacent to Centennial Hall for State employee parking; and

WHEREAS, the purpose of this lease agreement would be to accommodate the State of Alaska employee parking; and

WHEREAS, the appraised market value for the area to be leased (approximately 150 parking spaces) was determined to be \$118,800 annually by appraisal dated May 28, 2020.

BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

**Section 1. Classification.** This ordinance is a non-code ordinance.

**Section 2. Authorization.** The Manager is authorized to lease approximately 1.25 acres (54,450 square feet or approximately 150 parking spaces) depicted on Exhibit A, which is a portion of the following described properties:

Lot A, Juneau Subport Subdivision; Lot 12, Block 68 of the Tidelands Addition to the City of Juneau; Lot 12A, Block 68 of the Tidelands Addition to the City of Juneau; and Lot 11, Block 68 of the Tidelands Addition to the City of Juneau.

No structures or buildings are included in the leased premises.

**Section 3. Terms and Conditions.** The final lease shall be subject to the following essential terms and conditions:

(A) Purpose. The leased premises may be used only for personal vehicle parking. Four parking spaces directly adjacent to the Juneau Arts and Cultural Center entrance will remain dedicated exclusively to building tenant use. The Lessee shall identify the four parking spaces with signage installed and maintained at its expense.

(B) Term. The lease term shall be from June 30, 2020 to June 30, 2021. The lease shall automatically expire on June 30, 2021, unless extended as provided by the lease agreement.

(C) **Renewal.** The lease may be extended for up to four one-year terms upon written request at the discretion of the City and Borough. Requests for extensions must be provided to the City and Borough not less than 90 days prior to the date the lease would otherwise expire. It is within the City and Borough's sole discretion to accept or reject a request for extension with any or no reason. If the City and Borough fails to give written notice of its acceptance of a request for an extension at least thirty days prior to the lease expiring, the lease will expire as specified in the lease agreement.

(D) **Maintenance.** Maintenance, including snow removal, shall be the responsibility of Lessee.

(E) **Rent.** Annual rent shall be \$118,800 due on or before July 1, 2020. Thereafter, if the lease is extended, payment will be due on or before July 1 of each lease year. In the case of extensions, annual rental payments may be adjusted. If the City and Borough desires to adjust the annual rental payments in connection with any agreed-upon extension, it shall provide a schedule of annual rental payments for the next extension at the time approval of the extension is given. The Lessee shall then have thirty days to give notice of its acceptance of the rental adjustment, notice its withdrawal of its request for an extension, or notice its appeal of the adjustment. Appeals shall be heard in accordance with the provisions of CBJ 01.50. If Lessee withdraws its request, this Agreement will terminate on the date it otherwise would have had no extension been sought or granted. If Lessee does not timely withdraw or appeal the adjustment, then this Agreement shall be extended for the additional term and rent shall be paid at the adjusted rental rate.

(F) **Other terms and conditions.** The Manager may include other lease terms and conditions as the Manager determines to be in the public interest.

**Section 4. Effective Date.** This ordinance shall be effective 30 days after its adoption.

Adopted this 29<sup>th</sup> day of June, 2020.



Beth A. Weldon, Mayor

Attest:



Elizabeth J. McEwen, Municipal Clerk



Exhibit A- Ordinance 2020-22