

Amendment ____.

Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:

Adjustment of Rental. Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the City has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value.

Amendment ____.

Section 2. Authorization to Lease. The Manager is authorized to negotiate and execute a lease of tidelands as generally depicted on Exhibit A, subject to the following minimum essential terms and conditions:

Cancellation and Forfeiture.

...

If Lessee violates any term or condition of the lease, including those detailed in the conditional use permit, the City may subject Lessee to enforcement action under CBJ 49.10.600-660 and impose a \$5,000 per violation, per day penalty.

Amendment ____.

Whereas, the Assembly fully supports the use of project labor agreements (PLAs) and their use in city project, the Assembly encourages Huna Totem to work closely with local construction companies and utilize our union hiring halls and apprenticeship programs.

Amendment ____.

Whereas, the Assembly prioritizes the collaborative scheduling of cruise ships in our community, to ensure that all parties adhere to the five ship limit as well as the agreed upon passenger limits, Assembly encourages Huna Totem to actively participate in the annual scheduling meetings.