

**SPECIAL ASSEMBLY MEETING
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

April 11, 2018 5:15 PM

City Hall, Assembly Chambers
2018-10

I. CALL TO ORDER / ROLL CALL

II. CONSENT AGENDA

- A. Ordinance 2017-06(AP) An Ordinance Appropriating to the Manager the Sum of \$75,000, as Funding for Leasing the Juneau Subport Parking Lot; Funding Provided by the Downtown Parking Fund's Fund Balance.

This ordinance would appropriate \$75,000 from the Parking Fund to lease additional parking spaces at the subport (near downtown). Between government employers (CBJ, State & Legislature) there is a shortage of parking spaces to meet demand. The State recently moved more employees into their downtown offices. Leasing additional spaces will allow CBJ to work with interested parties to determine how best to allocate and fund limited parking spaces to meet the expanded need.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

- B. Ordinance 2018-25 An Ordinance Authorizing the Manager to Execute a Use Permit for Approximately One Acre of Lot C2A, Juneau Subport Subdivision, Located at 300 Egan Drive, to the State of Alaska.

This ordinance is a companion to Ordinance 2017-06(AP), which would appropriate funds to the Manager to lease Lot C2A of the Juneau Subport from Develop Juneau Now, LLC.

This ordinance would authorize the Manager to grant a use permit to the State to use property leased by the CBJ from Develop Juneau Now, LLC, for parking. The State has an immediate need for parking in order to alleviate new demands caused by the State relocating a number of employees from the Valley to downtown Juneau. The initial permit term would be six months renewable thereafter on a month-to-month basis, consistent with the CBJ's lease of the property.

Under CBJ code, use permits normally require Planning Commission review.

However, considering the State's immediate parking needs, the fact that Lot C2A is privately owned, and that CDD determined the parking lot use does not require a conditional use permit, Planning Commission review is not necessary.

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

IV. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

**ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

Ordinance 2017-06(AP) An Ordinance Appropriating to the Manager the Sum of \$75,000, as Funding for
Leasing the Juneau Subport Parking Lot; Funding Provided by the Downtown Parking Fund's Fund
Balance.

MANAGER'S REPORT:

This ordinance would appropriate \$75,000 from the Parking Fund to lease additional parking spaces at the subport (near downtown). Between government employers (CBJ, State & Legislature) there is a shortage of parking spaces to meet demand. The State recently moved more employees into their downtown offices. Leasing additional spaces will allow CBJ to work with interested parties to determine how best to allocate and fund limited parking spaces to meet the expanded need.

RECOMMENDATION:

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance 2017-06(AP)	4/9/2018	Appropriating Ordinance

Presented by: The Manager
Introduced: 4/11/2018
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(AP)

An Ordinance Appropriating to the Manager the Sum of \$75,000, as Funding for Leasing the Juneau Subport Parking Lot; Funding Provided by the Downtown Parking Fund's Fund Balance.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriate. There is appropriated to the Manager the sum of \$75,000, as funding for leasing the Juneau Subport Parking lot.

Section 3. Source of Funds.

Downtown Parking Fund's Fund	\$ 75,000
Balance	

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2018.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

**ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

Ordinance 2018-25 An Ordinance Authorizing the Manager to Execute a Use Permit for Approximately One Acre of Lot C2A, Juneau Subport Subdivision, Located at 300 Egan Drive, to the State of Alaska.

MANAGER'S REPORT:

This ordinance is a companion to Ordinance 2017-06(AP), which would appropriate funds to the Manager to lease Lot C2A of the Juneau Subport from Develop Juneau Now, LLC.

This ordinance would authorize the Manager to grant a use permit to the State to use property leased by the CBJ from Develop Juneau Now, LLC, for parking. The State has an immediate need for parking in order to alleviate new demands caused by the State relocating a number of employees from the Valley to downtown Juneau. The initial permit term would be six months renewable thereafter on a month-to-month basis, consistent with the CBJ's lease of the property.

Under CBJ code, use permits normally require Planning Commission review. However, considering the State's immediate parking needs, the fact that Lot C2A is privately owned, and that CDD determined the parking lot use does not require a conditional use permit, Planning Commission review is not necessary.

RECOMMENDATION:

The City Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance 2018-25	4/9/2018	Ordinance
☐ Exhibit A - Ordinance 2018-25	4/9/2018	Exhibit
☐ Exhibit B - Ordinance 2018-25	4/9/2018	Exhibit
☐ Exhibit A to Use Permit (Ord. 2018-25)	4/9/2018	Exhibit
☐ Exhibit B to Use Permit (Ord. 2018-25)	4/9/2018	Exhibit

Presented by: The Manager
 Introduced:
 Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2018-25

An Ordinance Authorizing the Manager to Execute a Use Permit for Approximately One Acre of Lot C2A, Juneau Subport Subdivision, Located at 300 Egan Drive, to the State of Alaska.

WHEREAS, the Manager has negotiated a parking lot lease with Develop Juneau Now, LLC, for the CBJ to lease approximately one acre of land known as Lot C2A, Juneau Subport Subdivision, according to Plat 2017-22, located at 300 Egan Drive; and

WHEREAS, the State is interested in using Lot 2CA for State employee parking; and

WHEREAS, the State's need for parking is immediate, given the relocation of a number of employees from areas in the Mendenhall Valley to downtown Juneau; and

WHEREAS, the State has agreed to a payment of \$5,500.00 per month to use the area, which would cover the CBJ's lease payment plus administrative costs in managing the agreements; and

WHEREAS, the Assembly Committee of the Whole discussed this topic at its meeting on April 19, 2018; and

WHEREAS, the Community Development Director determined that a parking lot of approximately one acre on Lot C2A is an allowed use and is not subject to a conditional use permit; and

WHEREAS, CBJ 53.09.310(a) generally requires Planning Commission review before the Manager issues a use permit; and

WHEREAS, Planning Commission review is not necessary because Lot C2A is privately owned, the State has an immediate need to lease additional parking, and this parking lot would be leased to another governmental entity.

THEREFORE 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 to Execute Use Permit. The Manager is authorized to execute a use permit under CBJ 53.09.310 without Planning Commission review to the State of Alaska for the property described as:

Lot C2A, Juneau Subport Subdivision, according to Plat 2017-22 in the First Judicial District, Juneau, Alaska

generally depicted on the map attached as Exhibit A, and containing approximately 42,550 square feet (0.98 acres).

Section 3. Minimum Essential Terms and Conditions. The use permit shall be in a form substantially similar to the use permit attached as Exhibit B, and shall contain the following minimum terms and conditions:

- (A) The premises shall be used by the State as a parking lot. Should the State wish to further development the premises, the State shall be required to obtain approval of its development plans from the Manager prior to any further development of the premises or improvements.
- (B) The term of the use permit shall be six months, renewable thereafter on a month-by-month basis, conditioned upon the CBJ's lease with Develop Juneau Now, LLC, remaining in effect and good standing.
- (C) The monthly use permit fee shall be \$5,500.00, payable in advance.

Section 4. Other Terms and Conditions. The Manager may include such other terms and conditions as may be in the public interest and in accordance with CBJ Title 53.

Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2018.

Kendell D. Koelsch, Mayor

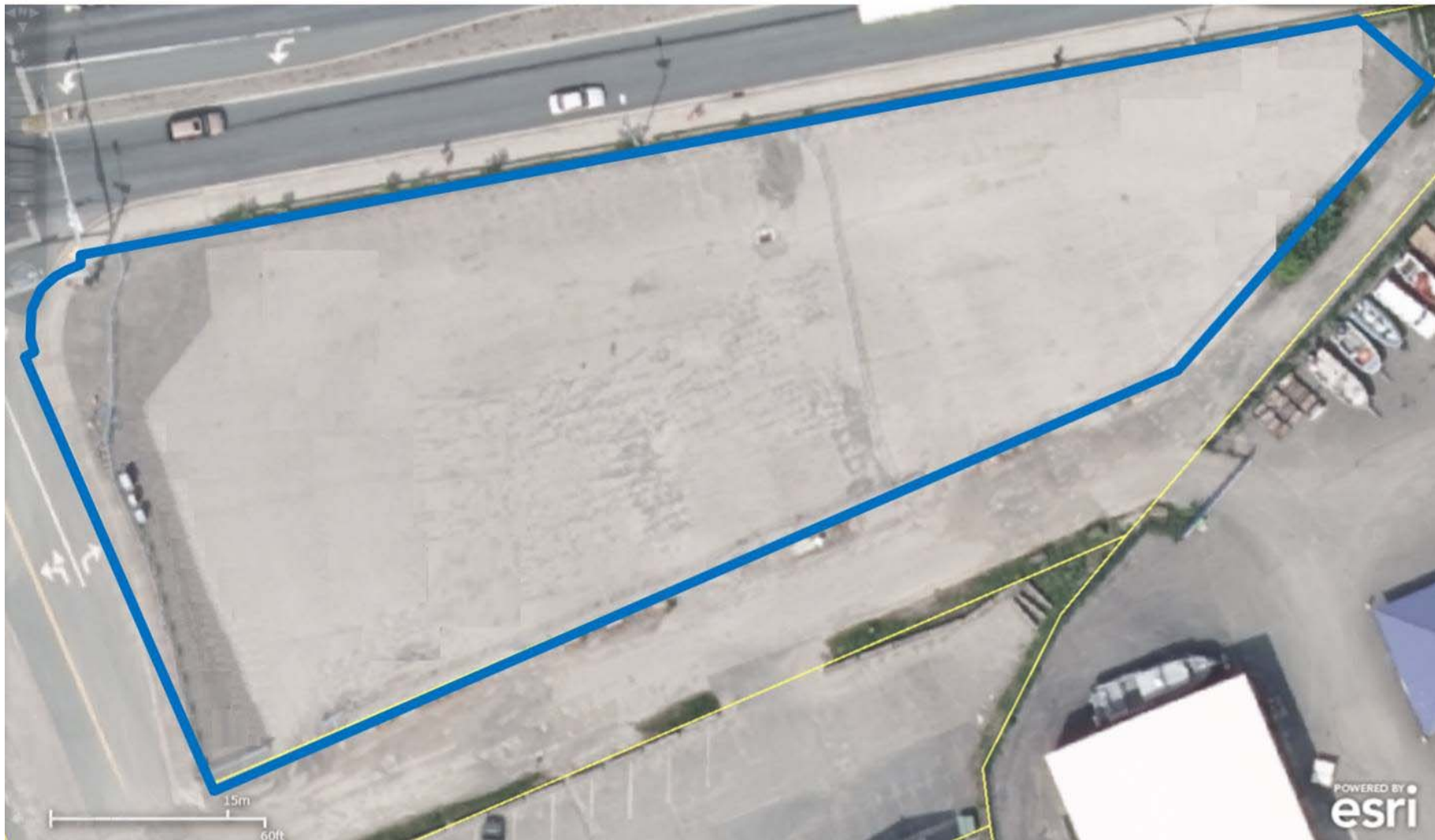
Attest:

Laurie J. Sica, Municipal Clerk

EXHIBIT A

LOT C2A, JUNEAU SUBPORT, Ord 2018-25

LEASE AREA 0.98 ACRES



SUBPORT STATE OF ALASKA EMPLOYEE PARKING USE PERMIT

State Number 2693

PART I. PARTIES. This Use Permit is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ,” and the State of Alaska, Department of Administration (DOA), hereafter “Permittee.”

PART II. USE PERMIT ADMINISTRATION. All communications about this Use Permit shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party’s own risk.

CBJ:

City and Borough of Juneau
Attn: Greg Chaney
Land and Resources Manager
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0205
Fax: (907) 586-0295

Permittee:

State of Alaska, DOA
Attn: Ken Stewart
Leasing Contracting Officer IV
550 West 7th Avenue, Suite 1970
Anchorage, AK 99501
Phone: (907) 269-0301
Fax: (907) 269-0308

PART III. USE PERMIT DESCRIPTION. The following appendices are attached hereto and are considered a part of this Use Permit as well as anything incorporated by reference or attached to those appendices.

Appendix A: Property Description & Additional Provisions

Appendix B: Provisions of CBJ Chapter 53.20

Appendix C: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

PART IV. USE PERMIT EXECUTION. CBJ and Permittee agree and sign below. This permit is not effective until signed by the CBJ. Permittee represents that the person signing below has the authority to do so and that it is a valid and binding permit enforceable in accordance with its terms.

CBJ:

Date: _____

By: _____

Duncan Rorie Watt
CBJ Manager

Permittee:

Date: _____

By: _____

State Leasing & Facilities Manager

Risk Management Review: _____, Risk Manager

Approved as to Content: _____, Lands & Resource Manager

Approved as to Form: _____, Law Department

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL PROVISIONS

A.1. PURPOSE

The Premises may be used only for employee vehicle parking. Four parking spaces are reserved exclusively to the property owner.

The Permittee, as sublessee, agrees to and shall comply with all requirements of the Develop Juneau Now LLC Subport Parking Lease. Exhibit B.

A.2. DESCRIPTION OF PROPERTY

The property subject to this permit shall be referred to generally as “the Premises” and shall consist of approximately one acre of land (~117 parking spots), as is (without structures or buildings), located at 300 Egan Drive, with a legal description of Lot C2A, Juneau Subport, according to Plat 2017-22 in the First Judicial District, Juneau, Alaska, and more particularly described in Exhibit A. The parties acknowledge that the Premises may be modified by an anticipated State right-of-way project.

A.3. AUTHORITY

The use permit is authorized pursuant to CBJ 53.09.310, the Assembly direction provided at the Committee of the Whole meeting on March 19, 2018, and Ordinance 2018-25.

This permit is conditioned on the CBJ and Develop Juneau Now, LLC, executing the Develop Juneau Now LLC Subport Parking Lease. Exhibit B.

A.4. TERM AND RENEWAL OPTION

The Permit term shall commence on the effective date of this permit and be valid for a total term of no more than twelve months. The term of the permit is for six months, unless terminated earlier as provided herein. Upon completion of the initial six-month term, this permit shall continue on a month to month basis unless terminated as provided herein.

As required by CBJ 53.09.310(g), this use permit is revocable at the sole discretion of the CBJ Manager. Upon issuing a notice of revocation to the Permittee, the CBJ Manager may also require the Permittee to remove any improvements placed within the permit area and to restore the permit area to its original condition or such lesser condition as the manager may authorize. The City and Borough shall not be liable to the Permittee or any other person for any costs, losses or damage arising out of the revocation or order to remove improvements and restore the permit area.

A.5. PAYMENTS

Monthly rent for this agreement shall be \$5,500.00 and paid in advance of the first day of the calendar month.

All payments due hereunder (i) shall be made payable to the City and Borough of Juneau, or as otherwise directed by the CBJ; (ii) shall reference this Permit; and (iii) unless otherwise specified, shall be tendered to the CBJ at:

City and Borough of Juneau
Attention: Division of Lands and Resources
155 South Seward Street
Juneau, Alaska 99801

Payments received more than five (5) days after the due date will be subject to a penalty fee of \$100.00. A late fee in the amount of 10% of the amount due shall be charged for all payments not made within ten (10) days of the due date.

A.6. Maintenance

The Permittee shall, at its sole expense, maintain the Premises as a parking lot, in good condition and promptly make all repairs and replacements necessary to keep the Premises in good condition, which is defined as the condition upon the effective date of this permit. Notwithstanding anything in this Section to the contrary, the Permittee shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of the CBJ, its agents, employees, contractors, or invitees. Parking lot maintenance, striping, wheel stops, lighting and any other expenses related to maintaining this as a parking lot are the responsibility of the Permittee. Winter maintenance, including snow removal, salting and sanding shall be the responsibility of the Permittee.

APPENDIX B: PROVISIONS OF CBJ CHAPTER 53.20

B.1. RESPONSIBILITY TO PROPERLY LOCATE ON PERMITD PREMISES.

Consistent with CBJ 53.20.160, it shall be the responsibility of Permittee to properly locate Permittee's improvements on the Premises and failure to so locate shall render Permittee's liable as provided by law.

B.2. APPROVAL OF OTHER AUTHORITIES.

Consistent with CBJ 53.20.180, the issuance by CBJ of this permit under the provisions of CBJ Title 53 does not relieve Permittee of responsibility for obtaining licenses, permits, or approvals as may be required by CBJ or by duly authorized state or federal agencies.

B.3. TERMS AND CONDITIONS OF CBJ 53.20.190.

Consistent with CBJ 53.20.190, the following terms and conditions govern all permits and are incorporated into this permit.

- (a) **Utilization.** The Premises shall be utilized only for purposes within the scope of the application and the terms of the permit, and in conformity with the provisions of CBJ code, and applicable state and federal laws and regulations. Utilization or development of the Premises for other than the allowed uses shall constitute a violation of the permit and subject the permit to cancellation.

(b) **Modification.** The permit may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

(c) **Cancellation and Forfeiture.**

(i) The permit, if in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by Permittee and CBJ.

(ii) CBJ may cancel the permit if it is used for any unlawful purpose.

(iii) If Permittee shall default in the performance or observance of any of the permit terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by CBJ without remedy by Permittee of the conditions warranting default, CBJ may subject Permittee to appropriate legal action including, but not limited to, forfeiture of the permit. No improvements may be removed by Permittee or other person during any time Permittee is in default.

(f) **Notice or Demand.** Any notice or demand, which under the terms of the permit or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail or emailed, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid envelope addressed as hereinbefore provided.

(h) **Entry and Reentry.** In the event that the permit should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the Premises, or any part thereof, should be abandoned by Permittee during the term, CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the Premises or such thereof, and remove all persons and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by CBJ shall be deemed an acceptance of a surrender of the permit.

(i) **Release.** In the event that the permit should be terminated as herein provided, or by summary proceedings, or otherwise, CBJ may offer the Premises for permit or other appropriate disposal pursuant to the provisions of CBJ code.

(j) **Forfeiture of Rental.** In the event that the permit should be terminated because of any breach by Permittee, as herein provided, the monthly rental payment last made by Permittee shall be forfeited and retained by CBJ as partial or total damages for the breach.

(k) **Written Waiver.** The receipt of rent by CBJ with knowledge of any breach of the permit by Permittee or of any default on the part of Permittee in observance or performance of any of the conditions or covenants of the permit shall not be deemed a waiver of any provision of the permit. No failure on the part of CBJ to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by CBJ unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by CBJ, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by CBJ of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by CBJ to Permittee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by CBJ.

(l) **Expiration of Permit.** Unless the permit is renewed or sooner terminated as provided herein, Permittee shall peaceably and quietly leave, surrender and yield up unto CBJ all of the Premises on the last day of the term of the permit.

(m) **Reserved.**

(n) **Removal or Reversion of Improvements upon Termination of Permit.** Improvements owned by Permittee shall within sixty calendar days after the termination of the permit be removed by Permittee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that manager may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Permittee may, with the consent of the manager, be sold to the succeeding Permittee. All periods of time granted Permittee to remove improvements are subject to Permittee's paying to CBJ pro rata rentals for the period.

(i) If any improvements and/or chattels not owned by CBJ and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels shall upon due notice to Permittee, be sold at public sale under the direction of the manager. The proceeds of the sale shall inure to Permittee preceding if Permittee placed such improvements and/or chattels on the lands, after deducting for CBJ rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the manager are received, title to such improvements and/or chattels shall vest in CBJ.

(ii) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, CBJ.

(o) **Rental for Improvements or Chattels Not Removed.** Any improvements and/or chattels belonging to Permittee or placed on the Premises during Permittee's tenure with

or without Permittee's permission and remaining upon the Premises after the termination date of the permit shall entitle CBJ to charge Permittee a reasonable rent therefor.

(p) **Compliance with Regulations and Code.** Permittee shall comply with all regulations, rules, and the code of the CBJ, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the Premises.

(q) **Condition of Premises.** Permittee shall keep the Premises in neat, clean, sanitary and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the Premises. Permittee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the Premises.

(r) **Inspection.** Permittee shall allow an authorized representative of CBJ to enter the Premises for inspection at any reasonable time.

(s) **Use of Material.** Permittee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, top soils, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the Premises may be used, if its use is first approved by CBJ.

(t) **Rights-of-Way.** CBJ expressly reserves the right to grant easements or rights-of-way across the Premises if it is determined in the best interest of CBJ to do so. If CBJ grants an easement or right-of-way across any of the Premises, Permittee shall be entitled to damages for all Permittee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Permittee for loss of use.

(u) **Warranty.** CBJ does not warrant by its classification or leasing of land that the land, or the Premises described in this permit, is ideally suited for the use authorized under the classification or permit and no guaranty is given or implied that it shall be profitable to employ the land or Premises to said use.

(v) **Rental Credit.** When authorized in writing by CBJ prior to the commencement of any work, Permittee may be granted credit against current or future rent; provided the work accomplished on or off the Premises results in increased valuation of the Premises or other CBJ owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in CBJ and shall not be removed by Permittee upon termination of the permit.

APPENDIX C: STANDARD PROVISIONS

C.1. **Holding Over.** Holdovers are prohibited.

C.2. **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this permit not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

C.3. **Taxes, Assessments, and Liens.** During the term of this permit, Permittee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Premises unless exempt under state law, and Permittee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Premises or the improvements placed thereon.

C.4. **Easements.** Permittee shall place no building or structure over any portion of the Premises where the same has been set aside or reserved for easements.

C.5. **Encumbrance of Parcel.** Permittee shall not encumber or cloud CBJ's title to the Premises or enter into any permit, easement, or other obligation of CBJ's title without the prior written consent of CBJ; and any such act or omission, without the prior written consent of CBJ, shall be void against CBJ and may be considered a breach of this permit.

C.6. **Valid Existing Rights.** This permit is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this permit.

C.7. **Non-Discrimination Laws.** Consistent with CBJ 41.05 and Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited), Permittee agrees not to discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, familial status, gender expression, or national origin, in connection with or related to the performance of this permit. In the event of Permittee's failure to comply any of the above non-discrimination covenants, CBJ shall have the right to terminate the permit.

C.8. **Unsafe Use.** Permittee shall not do anything in or upon the Premises, nor bring or keep anything therein that will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

C.9. **Reserved.**

C.10. **Successors.** This permit shall be binding on the successors, administrators, executors, heirs, and assigns of Permittee and CBJ.

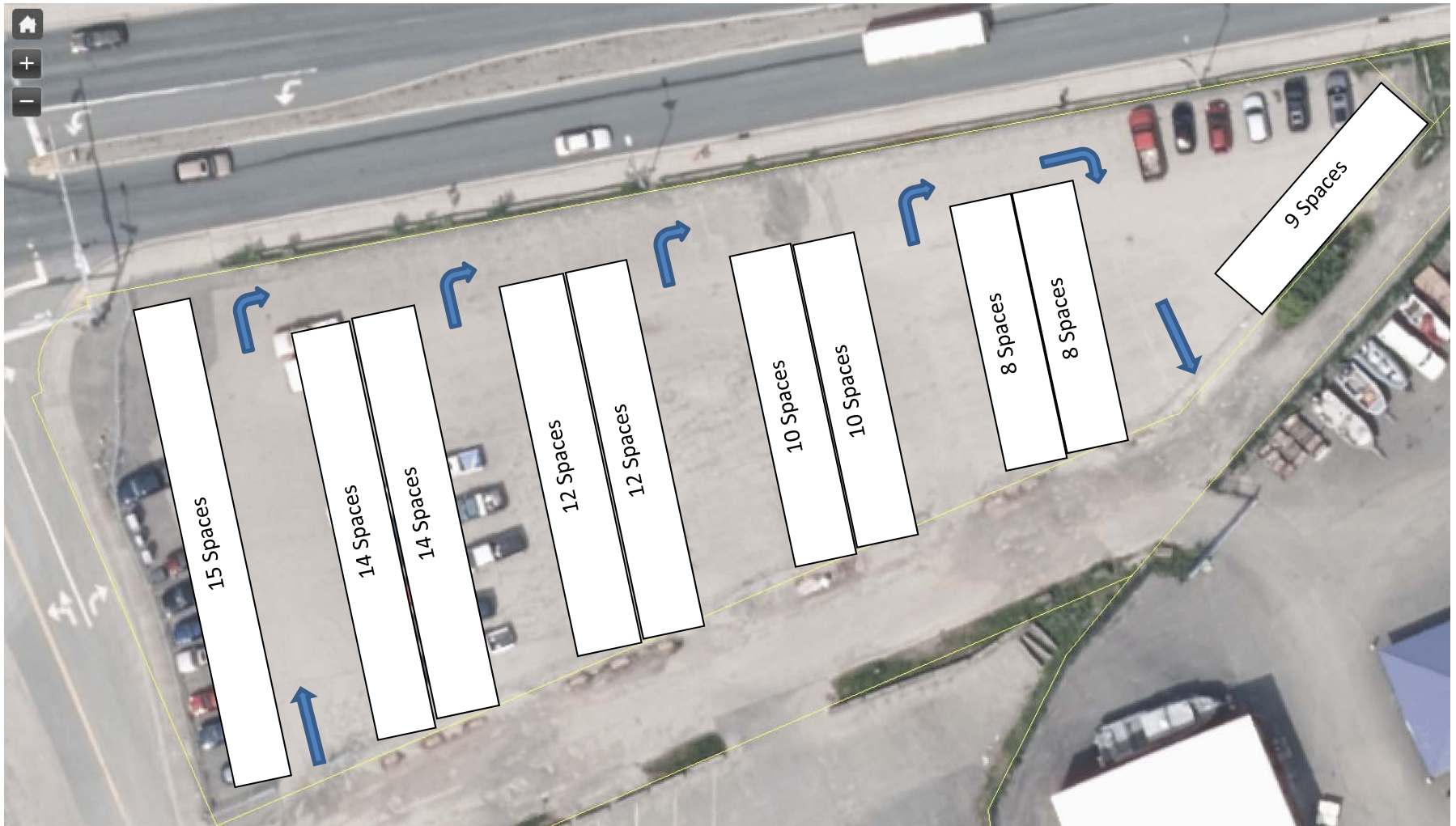
C.11. **Choice of Law; Venue.** This permit shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

C.12. Applicability of Alaska Public Records Act. Permittee acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this agreement must be made available for the public to inspect upon request, unless an exception applies. It is Permittee's sole responsibility to clearly identify any documents Permittee believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Permittee, the CBJ will notify Permittee as soon as practicable prior to making any disclosure. Permittee acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Permittee deems necessary in order to protect its interests. Should Permittee fail to notify the CBJ of its objection or to file suit, Permittee shall hold the CBJ harmless of any damages incurred by Permittee as a result of the CBJ disclosing any of Permittee's documents in the CBJ's possession. Additionally, Permittee may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

C.13. Entire Agreement. This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

C.14. Severability. If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.

C.15 Insurance. All parties shall effect and maintain liability coverage with minimum limits of liability for damage and personal injury, including accidental death, of one million dollars (\$1,000,000) for any one person, plus a two million dollar (\$2,000,000) aggregate limit. CBJ and Lessor hereby waive all rights of recovery against the other party to the extent covered by the claimant's liability insurance. CBJ reserves the right to provide insurance through its "self-insured" program. The parties shall be provided thirty (30) days' notice of any cancellation of insurance.



Total Spaces= 112

24' wide aisle

9'x20' parking spaces

DJN LLC SUPPORT PARKING LEASE

PART I. PARTIES. This lease is between Develop Juneau Now LLC., hereafter “Lessor” or “Develop Juneau Now LLC,” a corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, AK) licensed to do business in the State of Alaska, and the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ”, or “Lessee”

PART II. LEASE ADMINISTRATION. All communications about this lease shall be directed as follows. Any reliance on a communication with a person other than that listed below is at the party’s own risk.

CBJ:

City and Borough of Juneau
 Attn: Lands Manager
 155 S. Seward Street
 Juneau, AK 99801
 Phone: (907) 586-5252; Fax: (907) 586-5385
 Lands_Office@juneau.org

Lessor:

Develop Juneau Now LLC
 Attn: Kriss E. Hart
 2775 Harbor Ave. SW - A
 Seattle, WA 98126
 Phone (206) 622-9161; Fax 622-9170
 E-mail kriss@wmc2775.com

PART III. LEASE EXECUTION. The CBJ and Lessor agree and sign below. This lease is effective after both parties have executed it.

CBJ:

Date: _____
 By: _____
 Duncan Rorie Watt
 City and Borough Manager

Lessor:

Date: _____
 By: _____
 Kriss E. Hart
 Develop Juneau Now, LLC.

Approved as to content: Lands & Resources Div.
 Approved as to form: Law Department
 Approved as to content: Risk Management

By: _____
 By: _____
 By: _____

1. DESCRIPTION OF PROPERTY. In consideration of the rents, covenants, and conditions contained herein, Lessor agrees to lease to the CBJ; and the CBJ agrees to lease from the Lessor approximately one acre of land (~117 parking spots), as is, located at 300 Egan Drive, with a legal description of Lot C2A, Juneau Subport, according to Plat 2017-22 in the First Judicial District, Juneau, Alaska, and more particularly described in Exhibit A ("Premises"). The parties acknowledge that the Premises may be modified by an anticipated State right-of-way project.

2. AUTHORIZED USE OF PROPERTY. The Premises shall be used only for parking and for no other purpose without the prior written consent of the Lessor. The CBJ has exclusive use of the Premises. The CBJ is authorized to remove unauthorized vehicles from the Premises when the CBJ has exclusive rights to the Premises. Consistent with Exhibit A, the parties anticipate being able to provide parking for the CBJ and four parking passes for the Lessor. The parties anticipate the CBJ will sublease all or a portion of the Premises to the State of Alaska. The CBJ, and any sublessee, shall comply with all, Contract provisions, applicable laws, ordinances, and regulations of duly constituted authorities, now or hereafter in any manner affecting the Premises. The CBJ acknowledges the Lessor intends to continue developing a district heating project, which may require the Lessor to reserve portions of the Premises for that project and that would reduce the leased Premises and lease payments.

3. TERM AND RENEWAL. The Lease term shall commence on the effective date of this lease. The term of the lease is for six months, unless terminated earlier as provided herein. Upon completion of the initial term, this lease shall continue on a month to month basis unless terminated as provided herein.

4. LEASE PAYMENTS.

- a) The base monthly rent shall be five thousand dollars (\$5,000.00). Payments shall be made to Develop Juneau Now, LLC.
- b) The CBJ shall pay Develop Juneau Now LLC, without demand, deduction or offset the monthly rental in advance or on the first (1st) day of each month during the Lease. Payments for any partial month at the beginning or end of the Lease term shall be prorated.
- c) The base monthly rent shall increase by three percent (3%) for every year starting on July 1, 2019.

5. SIGNAGE. The CBJ shall pay for any signage and shall comply with all applicable laws. The CBJ shall not damage or deface the Premises or Property when installing or removing signage and shall repair any injury or damage to the Premises or Property caused by such installation or removal.

6. UTILITIES AND SERVICES. The Lessor is not providing any utilities. The CBJ may, but is not required, to furnish and pay, at CBJ's sole expense, all desired utilities.

7. REPAIRS AND MAINTENANCE. The CBJ shall, at its sole expense, maintain the Premises as a parking lot, in good condition and promptly make all repairs and replacements necessary to keep the Premises in good condition, which is defined as the condition upon the effective date of this lease. Notwithstanding anything in this Section to the contrary, the CBJ shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Develop Juneau Now, LLC, its agents, employees, contractors, or invitees. Parking lot maintenance, striping, wheel stops, lighting and any other expenses related to maintaining this as a parking lot are the responsibility of the CBJ. Winter maintenance, including snow removal, salting and sanding shall be the responsibility of CBJ. Nothing in this lease prevents the CBJ from contracting out, assigning, or requiring a sublessee to perform any and all necessary maintenance.

8. ACCESS. CBJ allows Lessor, and Lessor's agents, at all reasonable times to access the Premises for the purpose of inspection or of making repairs, additions, or alterations to the Premises, or any property owned by or under the control of Lessor.

9. TERMINATION

- a. The parties may terminate this Lease at any time upon written agreement.
- b. The parties agree that the Lessor can reserve (exclude from leased premises) parking spaces for the Lessor's district heating project (1) upon giving the CBJ 45 days' notice, (2) specifically identifying the parking spaces to be reserved, (3) assuming the reserved area as-is, and (4) erecting reasonable measures to notify people the reserved area is not available for parking. If the Lessor's use of the parking spaces concludes during the term of this lease, the CBJ has the option to re-lease the once reserved parking spaces consistent with this lease.
- c. The Lessor acknowledges the CBJ is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this lease beyond the \$30,000 appropriated with Ord. 2016-09(AB) is therefore subject to an appropriation of funds by, and at the sole discretion of, the CBJ and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this lease, the lease will automatically terminate without penalty or further municipal liability, no later than when the appropriation in Ord. 2016-09(AB) has been depleted. City code section 53.04.010 also applies.
- d. Except as otherwise provided, CBJ shall give written notice to Lessor of its intent to terminate not less than sixty (60) days in advance. Upon termination of this Lease for any reason, Lessor shall refund to CBJ any unearned advance rent paid by CBJ.

10. DEFAULT

- a. In the event CBJ defaults in the payment of any rent or violates any other covenants of this Lease, Lessor, at its option, may terminate and cancel this Lease after thirty (30) days written notice to CBJ, provided the default or other violation is not corrected. CBJ may, in good faith, dispute payment of an amount of money to Lessor without breach of this Lease, if CBJ pays to Lessor any undisputed portion thereof.
- b. In the event Lessor defaults in the performance or the observance of any covenants of this Lease and fails to fully remedy such default within thirty (30) days after written notice by CBJ, then CBJ, notwithstanding any other provision of this Lease, may terminate this Lease. Where this Lease provides for a shorter notice period for a specific occurrence of default and/or cure, such shorter notice period shall be controlling.

11. WASTE. CBJ shall not commit or allow any waste upon the Premises.

12. ASSIGNMENT AND SUBLETTING.

- a. CBJ shall have the right to assign this Lease or any interest in it, or to sublet, in whole or in part, the Premises provided that CBJ first obtains Lessor's consent prior to such assignment or sublease. Failure to provide such notice in a timely manner shall invalidate the assignment or sublet. Lessor's consent shall not be unreasonably delayed or withheld.
- b. Lessor shall have the right to convey or assign its interest in the Premises or any party thereof, subject to CBJ's leasehold interest.

13. SURRENDER OF POSSESSION. On the last day of the term of this Lease or any extension thereof, CBJ shall peaceably and quietly leave, surrender and yield up unto Lessor, the Premises in good conditions, ordinary wear and tear excepted. Any improvements constructed or installed on the Premises by CBJ shall be removed, prior to the end of the Term, at the cost and expense of CBJ and CBJ will do such repairs as is necessary to restore the Premises to its condition prior to construction or installation of any such improvements not consented to by Lessor.

14. TAXES. Lessor shall pay all taxes, assessments, and liens levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, by reason of the use of the Premises.

15. QUIET ENJOYMENT. CBJ, so long as it complies with its duties in this Lease, shall enjoy the Premises during the term of this Lease free from any interference by Lessor.

16. INSURANCE. All parties shall effect and maintain liability coverage with minimum limits of liability for damage and personal injury, including accidental death, of One Million

Dollars (\$1,000,000) for any one person, plus a Two Million Dollars (\$2,000,000) aggregate limit. CBJ and Lessor hereby waive all rights of recovery against the other party to the extent covered by the claimant's liability insurance. To the extent that CBJ is determined to be liable for a claim and its liability insurance provides coverage, CBJ insurance shall be primary and any insurance maintained by the Lessor shall be non-contributory. CBJ reserves the right to provide insurance through its "self-insured" program. The parties shall be provided thirty (30) days' notice of any cancellation of insurance.

17. TIME OF ESSENCE. Time is of the essence of each and every provision hereof.

18. NOTICES. Notices regarding this Lease shall be given only by certified letter or email and shall be deemed given at the end of the first business day following when the communication is dispatched, addressed to the party for whom intended at such party's address as herein provided, or at such other address as the party may have substituted therefore by proper written notice to the other.

19. SUCCESSORS. This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessor and CBJ and any Sublessee.

20. CHOICE OF LAW; VENUE. This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

21. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT. Lessor acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by the CBJ in relation to this lease must be made available for the public to inspect upon request, unless an exception applies. It is Lessor's sole responsibility to clearly identify any documents Lessor believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Lessor, the CBJ will notify Lessor as soon as practicable prior to making any disclosure. Lessor acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Lessor deems necessary in order to protect its interests. Should Lessor fail to notify the CBJ of its objection or to file suit, Lessor shall hold the CBJ harmless of any damages incurred by Lessor as a result of the CBJ disclosing any of Lessor's documents in the CBJ's possession. Additionally, Lessor may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

22. ENTIRE AGREEMENT. This Lease, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the lease and supersedes all previous agreements, leases, proposals, and understandings, whether written or oral, relating to this subject matter. The lease may be modified only by an agreement in writing and signed by all parties.

23. SEVERABILITY. If a court of competent jurisdiction renders any part of this lease invalid or unenforceable, that part will be severed and the remainder of this lease will continue in full force and effect.

[illegible]

End of agreement.