

Presented by: The Manager
Introduced: 05/18/2026
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2026-19

An Ordinance Authorizing the Manager to Amend the Existing Site Lease with Vertical Bridge, LLC, for the Construction, Operation and Maintenance of a Telecommunication Tower Facility at Eaglecrest Ski Area.

WHEREAS, Vertical Bridge, LLC currently leases approximately 402 square feet of City and Borough of Juneau ("City and Borough") property located at 3000 Fish Creek Road which was recommended by the Planning Commission in August 2013 and authorized by the Assembly in October 2013 with Ordinance 2013-23; and

WHEREAS, Vertical Bridge, LLC applied to the Land Office to add additional square footage to its lease and to extend the length of the lease term; and

WHEREAS, Vertical Bridge, LLC requested additional space in order to accommodate a new, taller wireless communication tower, which will provide better coverage to Eaglecrest and North Douglas; and

WHEREAS, the Assembly Lands Committee passed a motion of support on February 23, 2026, to amend the lease of City and Borough property located at 3000 Fish Creek Road; and

WHEREAS, Vertical Bridge, LLC shall be responsible for obtaining all required local, state, and federal permits and approvals for constructing, installing, operating, maintaining and repairing its wireless communication tower/facility on the leased premises.

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. Authorization of Sale. Pursuant to CBJC 53.09.260, the Manager is authorized to execute a lease to Vertical Bridge, LLC for approximately 1,000 square feet of City and Borough property located at 3000 Fish Creek Road within the parcel described as Section 31, T 41 S, R67 E Copper River Meridian, recorded in the Juneau Recording District, First Judicial District, State of Alaska, as generally depicted in Exhibit "A".

Section 3. Amendment Fee. A one-time amendment fee of Five Thousand Dollars (\$5,000.00) shall be payable only upon final zoning approval and receipt of all required

governmental approvals for the relocation of the wireless telecommunication tower. If such approvals are not granted, no amendment fee shall be due or payable.

Section 4. Essential Terms and Conditions. The lease will include, at a minimum, the following terms and conditions:

- (a) The lease term shall be for a period of five years, with six additional five-year renewal periods.
- (b) The authorized use of the lease site shall be solely for the construction, installation, operation, maintenance and repair of a wireless communications tower/facility.
- (c) Rent and all escalation and sublease rent provisions set forth below, shall not take effect unless and until final zoning approval and all required governmental approvals for the relocation of the telecommunications tower have been obtained. Rent shall be established according to the following schedule:

\$1,250 per month as base rent, which includes first sublease; plus
30% of rent charged in second sublease; plus
40% of rent charged in third sublease; plus
50% of rent charged in fourth (and each additional) sublease.

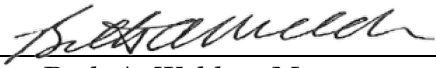
The above percentages shall be calculated and payable on a monthly basis.

- (d) There shall be an automatic three percent annual escalation of the base rent charged.
- (e) During the lease and lease renewal periods, rent shall be subject to adjustment every five years to reflect changes in the market rent.
- (f) Lessee shall ensure all equipment, facilities, and activities on the leased premises operate in a manner which will not cause unreasonable interference with the operations of the City and Borough or other authorized users in the vicinity of the leased premises.
- (g) Lessee shall be responsible for obtaining all requisite permits and shall comply with all applicable federal, state, and local laws and regulations in constructing, installing, operating, maintaining, and repairing its wireless communication tower/facility on the leased premises.
- (h) Lessee shall indemnify, defend, and hold harmless the City and Borough and its officers, agents, and employees from any claims related to or arising out of Lessee's development, improvements, and/or activities of any kind on the lease site.

Section 5. Other Terms. The Manager may include other lease terms determined to be in the public interest.

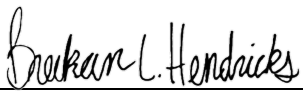
Section 6. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 8 day of June, 2026.



Beth A. Weldon, Mayor

Attest:



Breckan L. Hendricks, Municipal Clerk