

Presented by: Lands Committee
Introduced: 06/25/2007
Drafted by: J.W. Hartle

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2413

A Resolution Authorizing the Manager to Negotiate and Enter Into a Revocable License for Use of the Armory Building Parking Lot.

WHEREAS, the Mental Health Trust Land Office (TLO) has a revocable license with the State of Alaska, Department of Administration, for use of the Armory parking lot, which will expire on June 30, 2007, or upon the sale of the property; and

WHEREAS, it is anticipated that the property will be transferred to City and Borough ownership on or about June 29, 2007; and

WHEREAS, numerous State of Alaska employees park on the Armory property under the parking license with the state; and

WHEREAS, CBJ 53.09.260(a) authorizes the negotiated lease of CBJ land; and

WHEREAS, to accommodate the State of Alaska, Department of Administration with continued state employee parking, the City and Borough could prepare a Revocable License for Land Use ("License" or "License Agreement") for parking with the State of Alaska, effective upon ownership; and

WHEREAS, as required by CBJ 53.20.190, the terms and conditions governing all leases are incorporated into the License unless modified by resolution of the Assembly; and

WHEREAS, the Lands Committee at its meeting on June 11, 2007, reviewed and approved the parking license proposal.

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NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Authorization. The manager is authorized to negotiate and enter into a License Agreement, for the use of certain land on the Armory parcel, as generally shown on Exhibit A, from the City and Borough as "Grantor" to the State of Alaska as "Licensee."

Section 2. Terms and Conditions. The manager shall negotiate and include License terms and conditions sufficient to accomplish substantially the following:

- (a) Purpose. During the term hereof Licensee shall only use the license area for the following described uses and purposes: Personal vehicle parking. Four parking places directly adjacent to the Armory Building entrance will be dedicated exclusively to building tenant use. The State of Alaska, Department of Administration, will identify the four parking places with signage, and will install and maintain such signage.
- (b) Term. The License shall automatically expire one year from its effective date, unless it is extended as provided in the License Agreement.
- (c) Renewal. The License may be extended for up to one one-year term upon timely notice and request for extension given by Licensee and written acceptance thereof given by the Grantor. If Licensee desires to secure an extension, it shall so notify the Grantor not less than 90 days prior to the date the License Agreement would otherwise expire. The Grantor within its sole discretion may accept or reject Licensee's request for an extension with any or no reason.
- (d) Consideration.
 - (1) Licensee shall pay the full initial annual payment to the Grantor in the amount of \$62,000 on or before August 1, 2007. Thereafter, payment will be due on or before July 1 of each License year.
 - (2) With the exception of the initial payment, which is partially retroactive to the effective date of this license, annual rentals shall be paid in advance. In the case of a requested extension, the following year's rental shall be tendered with the request for an extension as set forth in the License Agreement.

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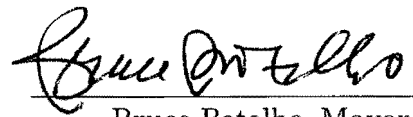
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- (3) In the case of extensions, annual rental payment may be adjusted annually. If the Grantor desires to adjust the annual rental payments as to any extension, it shall provide a schedule of annual rental payment for the next extension at the time Grantor gives its approval of the requested extension.

Section 3. License Agreement. A draft copy of the License Agreement shall be incorporated as Exhibit B to this resolution.

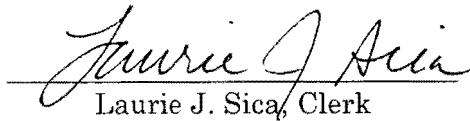
Section 4. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this 25th day of June, 2007.



Bruce Botelho, Mayor

Attest:


Laurie J. Sica, Clerk