

Presented by: The Manager
Introduced: 06/28/2010
Drafted by: J.W. Hartle

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2535

A Resolution Authorizing the Manager to Negotiate and Enter Into a Revocable License for the Use of 1.39 Acres of Lot A, Juneau Support Subdivision; Lot 12, Block 68 of the Tidelands Addition to the City of Juneau; and Lot 12A, Block 68 of the Tidelands Addition to the City of Juneau, for Parking by State Employees Adjacent to the Centennial Hall Parking Lot.

WHEREAS, the City and Borough has a revocable license with the State of Alaska, Department of Administration, for State use of a portion of the parking area adjacent to Centennial Hall, which will expire on June 30, 2010; and

WHEREAS, numerous State employees park on the property under the current 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 will prepare a Revocable License for Land Use ("License" or "License Agreement") for parking adjacent to Centennial Hall; 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.

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 the property, as generally shown on Exhibit A.

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 of the License, Licensee shall use the license area only for the following described uses and purposes: Personal vehicle parking. Four parking spaces directly adjacent to the Juneau Arts and Cultural Center entrance will be dedicated exclusively to building tenant use.

(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 four one-year terms 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 that 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 annual payment to the Grantor in the amount of \$111,000 on or before July 1, 2010. Thereafter, payment will be due on or before July 1 of each License year.

(2) Annual rents 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.

(3) In the case of extension, 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 extension at the time Grantor gives its approval of the requested extension.

(e) Hold Harmless. The Licensee shall agree to indemnify, defend, and hold the Grantor harmless from any claim or liability for damages to property or injury to persons arising out of Licensee's use, occupancy, and/or maintenance of the property.

(f) Other Terms and Conditions. The City Manager may include other terms and conditions he deems to be in the public interest.

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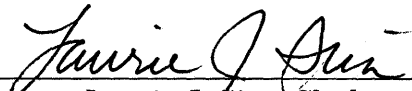
Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this 28th day of June, 2010.



Bruce Botelho, Mayor

Attest:



Laurie J. Sica, Clerk