

Presented by: The Manager
Presented: 11/22/2021
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-45

An Ordinance Authorizing the Docks and Harbors Board to Lease ATS 615 in Tee Harbor to Lisa Haffner-Ritter on behalf of Donohue's Marina LLC.

WHEREAS, the State of Alaska leased what is now known as ATS 615/ADL29281 in 1961 for 55 years and included a preferential privilege clause upon the end of the original 55-year lease term; and

WHEREAS, the State of Alaska transferred the lease to the City and Borough of Juneau in 2001, and Docks and Harbors currently manages the lease on ATS 615; and

WHEREAS, ATS 615 has been used as the marina associated with the neighboring property; and

WHEREAS, Lisa Haffner-Ritter, on behalf of Donohue's Marina LLC, exercised the preferential privilege clause to lease ATS 615 for an additional 10 years, but possibly the whole 35 years allowed by CBJC 53.20.080.

THEREFORE 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 to Execute Lease. The Port Director via the Docks and Harbors Board is authorized to execute a lease to Lisa Haffner-Ritter on behalf of Donohue's Marina LLC, for approximately 3.18 acres of ATS 615/ADL29281.

Section 3. 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, plus six five-year renewal periods for a maximum of 35 years.
- (b) The use of the lease site shall be for the sole purpose of operating a marina.
- (c) Rent shall be fair market value, which was established by appraisal as \$5,545.12 annually for the first lease period.

(d) In addition to the above, during the lease and lease renewal periods, rent shall be subject to adjustment every five years to reflect changes in the market rent.

(e) Lessee shall ensure all equipment, improvements, and activities on the leased premises operate in a manner that will not cause unreasonable interference with the operations of the City and Borough or other authorized users in the vicinity of the leased premises.

(f) Lessee shall comply with all applicable federal, state, and local laws and regulations in maintaining, operating, and leasing its communications tower/facility on the leased premises.

(g) 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, use, operation, or maintenance of the lease or any improvements on the lease.

Section 4. Other Terms. The Manager may include other lease terms he or she determines to be in the public interest.

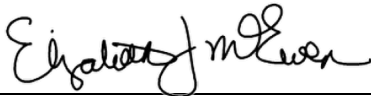
Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 13th day of December, 2021.



Beth A. Weldon, Mayor

Attest:



Elizabeth J. McEwen, Municipal Clerk