

**ASSEMBLY STANDING COMMITTEE  
LANDS, HOUSING & ECONOMIC DEVELOPMENT COMMITTEE  
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

June 27, 2022, 5:00 PM.

Assembly Chambers & Zoom Webinar

5:00pm: Assembly Lands Housing and Economic Development Committee

<https://juneau.zoom.us/j/94215342992> or 1-253-215-8782 Webinar ID: 942 1534 2992

**AGENDA**

**I. CALL TO ORDER**

**II. LAND ACKNOWLEDGEMENT**

**III. ROLL CALL**

**IV. APPROVAL OF AGENDA**

**V. APPROVAL OF MINUTES**

**A. June 6, 2022 Draft Minutes**

**VI. AGENDA TOPICS**

**A. L3Harris Technologies Inc. request to lease CBJ Property**

**B. JACC Building Lease to the JAHC**

**VII. INFORMATION ITEMS**

**A. CBJ Naming Policy**

**VIII. COMMITTEE MEMBER / LIAISON COMMENTS AND QUESTIONS**

**IX. STANDING COMMITTEE TOPICS**

**A. 2022 LHED Committee Goals**

**X. NEXT MEETING DATE - July 18, 2022**

**XI. ADJOURNMENT**

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: [city.clerk@juneau.org](mailto:city.clerk@juneau.org)

**ASSEMBLY STANDING COMMITTEE MINUTES  
LANDS HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE  
THE CITY AND BOROUGH OF JUNEAU, ALASKA  
June 6, 2022, 5:00 P.M.**

**I. CALL TO ORDER**

**II. LAND ACKNOWLEDGEMENT**

**III. ROLL CALL** - Chair Hale called the meeting to order at 5:00 pm.

**Members Present:** Chair Michelle Hale, Greg Smith, Wade Bryson, Wáahlaal Gíidaak

**Members Absent:** none

**Liaisons Present:** Mandy Cole, Planning Commission; Chris Mertl, Parks and Recreation

**Liaisons Absent:** Lacey Derr, Docks and Harbors

**Staff Present:** Dan Bleidorn, Lands Manager; Roxie Duckworth, Lands & Resources Specialist; Michael Eich, Quarry Manager; Alix Pierce, Tourism Manager

**IV. APPROVAL OF AGENDA** – The agenda was approved as presented.

**V. APPROVAL OF MINUTES** – May 2, 2022 Draft Minutes were approved as presented.

**VI. AGENDA TOPICS**

**A. Hidden Valley Easement Request**

Mr. Bleidorn discussed this topic. Mr. Smith asked about the perpetual easement as opposed to a different disposal method of allowing access to the land. Mr. Bleidorn replied that perpetual easement allows the city to retain property rights on it. This area is still of interest for the city to retain ownership of so we can access future property development uphill here. This also allows Secon to have a more efficient access route, but also allows the city to retain property rights.

**Mr. Bryson moved that the Lands, Housing and Economic Development Committee forward a motion of support to the Assembly for granting a perpetual easement to Secon. Motion passed, no objections.**

**B. Proposed Mayflower Island Acquisition from the BLM**

Mr. Bleidorn discussed this topic. Wáahlaal Gíidaak asked about the acquisition process, what would be the fiscal responsibility of the city. Mr. Bleidorn replied that as far as the acquisition process goes, it would be a donation to the city, with the exception of costs that are associated with closing documents, putting together staff time, and any other agreements that we need to put forward. Once we own it we'd have to maintain, which is something to consider over the long term, the cost of building maintenance.

Mr. Bryson asked where the island is and how to access it. Mr. Bleidorn replied that there's a long gangway and large electric gate around the property. It was a secure facility with the Coast Guard for many years, with water and sewer running under that same route to access the property. Mr. Bleidorn illustrated the location of the island with his zoom presentation and explained where the paved road goes to the island, it's a little elevated because of the bedrock. The island is just off of the Douglas Boat Harbor, looking out towards the Gastineau Channel, Mayflower Island is between the two.

Mr. Smith asked if there is environmental contamination or other types of issues known with this site. Mr. Bleidorn replied that there had been remediation of hazardous waste on this property and we have some reports that indicate that there's not very much in terms of hazardous waste.

Mr. Mertl asked if there is a time restriction or requirement for this approval. He was concerned that if the city takes on this property that it becomes a significant liability or cost to the city. He was excited about the possibility of receiving Mayflower Island, but at the same time making sure we do our due diligence. Mr. Bleidorn replied that is definitely something the city is looking at. Numerous city employees, familiar with building maintenance costs, did a site visit in October 2021. We were all pretty impressed with the quality and the shape of this building; it's basically move in ready. There will be costs associated with owning any building, you got to keep the lights on and keep it heated, but realistically this is an extremely valuable property and I think getting it into local control is a great first step.

Wáahlaal Gíidaak asked if there was any other competing interests that we may not be aware of, other pieces of legislation that we may be inversely not addressing or adhering to. I'm thinking about the Douglas Indian Association in terms of first right of refusal by Native entities. Mr. Bleidorn replied that we haven't come across any other legislation aside from what was provided by the Bureau of Land Management, who stated that it's kind of set in stone. It says it will go to the City and Borough of Juneau, and I think we will see some competing interests come to light. It's important to try to get this into local control and then the Assembly could determine it's not correct for the city to continue to own it, the Assembly could determine that in the future.

Chair Hale asked if this would come to the city at no cost for the acquisition. Mr. Bleidorn confirmed. Chair Hale asked to confirm that the city didn't know about this until 2021. Mr. Bleidorn replied that BLM reached out to the city in 2021 but had also done so in 2019 with a previous Lands Manager with just an email wondering if there was any interest in this acquisition. Since then they had been working on it internally and reached out again to the city last October.

**Mr. Smith moved that the Lands, Housing and Economic Development Committee forward a motion of support to the Assembly for the acquisition of Bureau of Land Management property at Mayflower Island in accordance to city code 53.04.030. Motion passed, no objections.**

### **C. Travel Juneau MOA**

Ms. Pierce discussed this topic. Chair Hale asked that the committee address the two additions to the MO before moving on and to make sure the committee is comfortable with them.

Mr. Smith asked about the number of independent travelers and understood it's not easy to know that number, there's not a clicker or something to count, so it takes some work. I don't know if it's aspirational to keep it in the MO, is there a way we can try to do it without having to pay \$2,000 every time. Ms. Pierce replied that she would caution against aspirational metrics because it's a little problematic to use that as a performance benchmark. That said, I would absolutely love if we funded and collected this data. I think that perhaps a better vehicle is that Ms. Perry and I have committed to reporting to this committee quarterly on tourism. As we're discussing budgets for next year we could consider an every few-years cycle to do the proper survey and collect that data accurately and could decide upon an appropriate interval to do that, maybe every three years. That that would allow us to accurately track the number of independent visitors in a way that's statistically valid and use that as part of our information we're working on together. I don't think this MOA needs to be the end-all, be-all of everything that Travel Juneau does, but we can work on getting survey funding.

Mr. Mertl commented that he recognizes that what we are doing is promoting tourism growth in Juneau but his concern is that he thinks another important part is the checks and balance that goes along with the promotion and to make sure that we evaluate the travel experience within our community, that we're not loving it to death, that it becomes a negative experience, not just for the visitors. He think that

we also need to also have that evaluation to understand the impacts to the local residents that work and live here, to understand and obtain that balance. He is for growing the industry, but thinks we need some sort of checks and balances for control and make sure that we're not degrading what we're promoting. Ms. Pierce replied that was an excellent segue into the next agenda topic, the Visitor Industry Task Force recommendations. Travel Juneau's mandate involves independent visitors and promoting Juneau to independent travelers as well as supporting efforts to manage and enhance the visitor experience within Juneau whether it's managing visitor centers, crossing guards, TBMP, all of these things are other duties as assigned for Travel Juneau. This topic will be addressed in VITF discussion, which is the more appropriate vehicle for that conversation.

Mr. Mertl commented that he would like to see added to the MOA is that relationship between Travel Juneau, Ms. Pierce, and the task force. Chair Hale commented that this has been a long process in development and before adding things into this agreement, we should work on getting this into effect, practice for a year, and then we can look at it again. Mr. Mertl commented this was acceptable and we can work on how to incorporate this into the agreement over the next year. Ms. Pierce added that she and Ms. Perry are jointly committed to reporting to this committee quarterly and can track Mr. Mertl's request, which valid, and figure out how to incorporate it over the next year as this topic evolves.

Wáahlaal Gíidaak commented that she wanted to follow up about the discussion on member organizations having priority and asked if that incentivizes organizations to buy. What does the buying process look like, and the cost to be a Travel Juneau member? Ms. Perry replied that there is a price to come into partnership with Travel Juneau, base price is \$400 a year with additional opportunities for partners. Travel Juneau is committed to representing all appropriate businesses in Juneau and has a non-partner status available where that business gets a contact or lead listing so they can be found on the website, but the enhanced marketing pieces are available through packages, tiers, or all-a-cart.

Planning Commissioner Cole commented that she was interested in the performance metrics and understand that, again, we're stuck on the complexity of measuring independent travelers and if the scope of the program is to attract independent travelers it seems like that has to be something that is ongoing all the time, and that these metrics are showing pieces and parts of that. She suggested that there's probably some things in the MO to get to those numbers of independent travelers that are more personnel performance evaluation, such as international trade shows and numbers of resulting leads. She didn't know that the committee is looking at that much detail for a metric and what they are looking for is how that extrapolates into independent travelers for Juneau. She agrees with Mr. Smith that the MO has to have a way to measure it. Ms. Perry replied that several of the metrics that we have are widely used in destination marketing so when you take a look at our social presence on our website and then we compare that with, for example, inbound traffic on the airlines or ferry. What I would love to get from our airline partners is simply a number of people. If I can determine gross number, if they can tell me how many of those people are from the 99801 and associated zip codes, then we would know. I can't get that information as it is proprietary. The other piece of that is hotel occupancy, which is reported to the board every month. We are giving you a certain date for the occupancy report at our quarterly update. If you take those pieces together it gives you a pretty good snapshot of who's in town and when. If you want to find that magic number it's going to take some concentrated effort, and with our budget to retain McKinley Research, they may not have capacity to do this every year. If we do this every three years, then we can get that rolled into their system, but it would be that level of research done on an intercept basis that would give you the numbers that you request.

Mr. Smith had a couple of questions on Section 6, Travel Juneau Governance. It currently says "all seats on Travel Juneau's Board of Directors, in addition to the two seats appointed by the mayor, will be

approved through the CBJ Human Resources Committee and the CBJ Assembly,” Mr. Smith was wondering how that works. Ms. Perry replied that Travel Juneau’s vision is to go through a process very similar to the Juneau Economic and Development Council where they present a slate of candidates that are going to be taking those seats and present that to the Human Resources Committee for vetting and interviews. It’s been our understanding for the last several years, that this is another way that we can provide some confidence to the assembly into to this group of the work that we’re doing. So, starting in June of 2023, as we put our slate together, then that slate would begin running through the HR process for a stamp of approval from the assembly. Chair Hale added that when the HRC goes through the applications they don’t actually do the interviews that’s when the full Assembly meets as the HRC.

Mr. Smith about how the Mayor appointee component works, as it’s all going to go through HRC and the Assembly, at some point, would there be a benefit of certain designated seats from an organization or groups that are not Travel Juneau Members. I can understand why you’d have your members represent the board, but would the board benefit from a different viewpoint.

Wáahlaal Gíidaak commented that in Section 3, the amount is to be determined and just wondered about that. She feels a little uneasy passing something through the Assembly that doesn’t have a number attached to it. Ms. Pierce replied that number is approved by the Assembly in the budget.

Chair Hale commented that results are notoriously difficult to measure through marketing. Referring to the comment about McKinley Research, with Ms. Bell was, she talked about independent visitors and had some number from a of set of research that they’ve done and I like the idea of about maybe every three years taking a look at that, so that might be the entity that would do that work. Chair Hale had a couple comments on the Travel Juneau duties, do we have crossing guards mentioned here in the duties, and is that something that Travel Juneau covers. Ms. Pierce replied that crossing guards are technically a pass-through contract with Travel Juneau. They manage the contract with Goldbelt Security, rather than the city doing it. Chair Hale commented to clarify some of the questions raised earlier by Ms. Gladyszewski, the comment on the staffing the Visitor Information Center during the regular tour season, that is also a separate contract, and was wondering if in this list of duties we could put that item at the bottom of the list, with a space, a paragraph return before it. It would be Item number 10 but with a paragraph return before it, just to have that stand out separately. We could look at changes later with possible edits. Ms. Pierce replied that she doesn’t see a problem with that at all.

Chair Hale commented that she looking for a motion from a committee member and thought that the motion that would be most helpful, is that we would accept the second edit but not the first edit on page 25 of the packet. The first edit is on the number of independent travelers and I believe we’ve agreed that that we might not be able to do that, but the second edit would be on the monthly hotel overnight accommodation occupancy.

**Mr. Smith moved that the Lands, Housing and Economic Development Committee accept the Memorandum of Agreements between CBJ and Travel Juneau as amended with the addition of the performance metrics of the monthly hotel/overnight accommodation occupancy and with the number of independent travelers. Motion passed, no objections.**

#### **D. CBJ’s Lemon Creek Gravel Sources Pricing**

Mr. Bleidorn discussed this topic. Mr. Smith asked about the contractor process. Mr. Bleidorn explained that when contractors exit the gravel pit, they go over the scale, fill out a ticket for billing from Lands. The money that comes from that goes to the land fund.

Mr. Bryson asked about the process, we have a city CIP project that will cost a certain amount and we've contracted a contractor, they buy the material from us to do the project that we had them bid on, is this correct? We are going to raise the source material for the cost of project for our own projects. Mr. Bleidorn replied that city CIP projects have many costs and line items and we manage our gravel pits to be revenue neutral. The cost of the rock and gravel should allow us to continue to maintain these gravel pit sources. When a contractor bids a CIP project, part of their bid will include the cost of sand and gravel. When they bid on projects they know how much sand and gravel they need and will incorporate our cost into the CIPs and when they extract the sand and gravel from the city pit they pay us for it.

Chair Hale asked to clarify where the money comes from to manage the sand and gravel pit. That money is costing twice as much as we're bringing in revenue. Mr. Bleidorn replied that it comes from the land fund. The Lands Division budgets money from the land fund and puts it into CIPs to manage the rock and gravel pits. Chair Hale reiterated that this money should appropriately come from those projects CIPs rather than coming out of the land fund, and right now it's been coming out of the land fund in order to manage the costs in excess of the revenue, is that a good way of looking at it. Mr. Bleidorn confirmed.

Mr. Bryson followed up to ask roughly how many tons of material fit into the regular dump trucks that we see on the road. Mr. Bleidorn deferred to Quarry Manager, Mr. Eich, who replied that a good approximation for a 10 yard truck might be some something in the neighborhood of 15 tons, it depends on the characteristics of the material, but that is probably a conservative assumption.

Mr. Smith commented that at one point we talked about the use of CBJ gravel and sand fill material for housing in the private market, maybe that's something that he'll talk to staff with offline at some point.

**Mr. Smith moved that the Lands, Housing and Economic Development Committee provide a motion of support for increasing the cost of sand and gravel at the Lemon Creek Material Sources in order to keep operations revenue neutral. Motion passed, no objections.**

**VII. INFORMATION ITEMS**

**A. Tourism/VITF Implementation Update**

Ms. Pierce discussed this topic. Mr. Smith asked that the committee be reminded when there will be a survey about cruise impacts going out to the public. Ms. Pierce replied that they are targeting the fall of this year. Chair Hale looks forward to the quarterly updates from Ms. Pierce and Ms. Perry.

**VIII. COMMITTEE MEMBER/LIAISON COMMENTS AND QUESTIONS**

No updates.

**IX. STANDING COMMITTEE TOPIC**

**A. 2022 LHED Committee Goals**

No updates.

**X. NEXT MEETING DATE – June 6, 2022**

**XI. ADJOURNMENT - Chair Hale adjourned the meeting at 5:58 PM.**

# MEMORANDUM

## CITY/BOROUGH OF JUNEAU

Lands and Resources Office  
155 S. Seward St., Juneau, Alaska 99801  
Dan.Bleidorn@juneau.org  
(907) 586-5252

**TO:** Michelle Hale, Chair of the Assembly Lands Housing and Economic Development Committee

**FROM:** Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*

**SUBJECT:** L3Harris Technologies Inc. Request to Lease CBJ Property

**DATE:** June 23, 2022

L3Harris Technologies Inc. has requested a lease of CBJ property located at the Juneau Police Department at 6255 Alaway Ave. The CBJ has a signed MOA with the Federal Aviation Administration (FAA), which grants the FAA "space for a Wide Area Multilateration Aerial Radar Surveillance System (WAM) equipment cabinet and tower space for antennas at Lemon Creek". L3Harris has submitted a letter from the FAA with their application stating, "L3Harris holds the Automatic Dependent Surveillance – Broadcast (ADS-B) contract with the Federal Aviation Administration."

Since L3Harris is requesting this lease in order to provide the FAA and the Juneau International Airport with much needed safety data, they have requested this lease be at no cost. The request proposes a wall mounted enclosure that will have two (2) AC L3Harris routers powered by existing UPS outlet. The Juneau Police Department (JPD) will provide data transport from Saddle Mountain via a JPD microwave that will connect to the applicants proposed routers.

The Juneau International Airport Manager reviewed this application and is in favor of granting this lease. The Juneau Police Department Radio Electronics Specialist reviewed this application and is in favor of granting this lease.

53.09.270 Disposals for Public Use (b) states:

Disposal to nongovernmental agency. The sale, lease, or other disposal of City and Borough land or resources may be made to a private, nonprofit corporation at less than the market value provided the disposal is approved by the assembly by ordinance, and the interest in land or resource is to be used solely for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the state or the City and Borough.

**Staff request that the Lands, Housing and Economic Development Committee forward this application to the Assembly with a motion of support to lease CBJ property to L3Harris Technologies Inc. in accordance with 53.09.270.**

Attachments:

1. Application
2. Lease exhibit
3. Request for Agency Confirmation from the FAA





## Application to Lease City and Borough of Juneau Lands

[← Go back](#)

### Applicant Information

L3Harris Technologies Inc.

**Mailing Address:** 2235 Monroe Street, 5th floor Herndon, Virginia 20171

**Legal Representative:** Jennifer Banasik **Phone:** (571) 926-3235 **Email:** [jennifer.banasik@L3Harris.com](mailto:jennifer.banasik@L3Harris.com)

### CBJ Land Information

**Site Address:** 6255 Alaway Avenue Juneau AK

**Legal Description:** JPD II TR J1

**Map:** [Map Link](#)

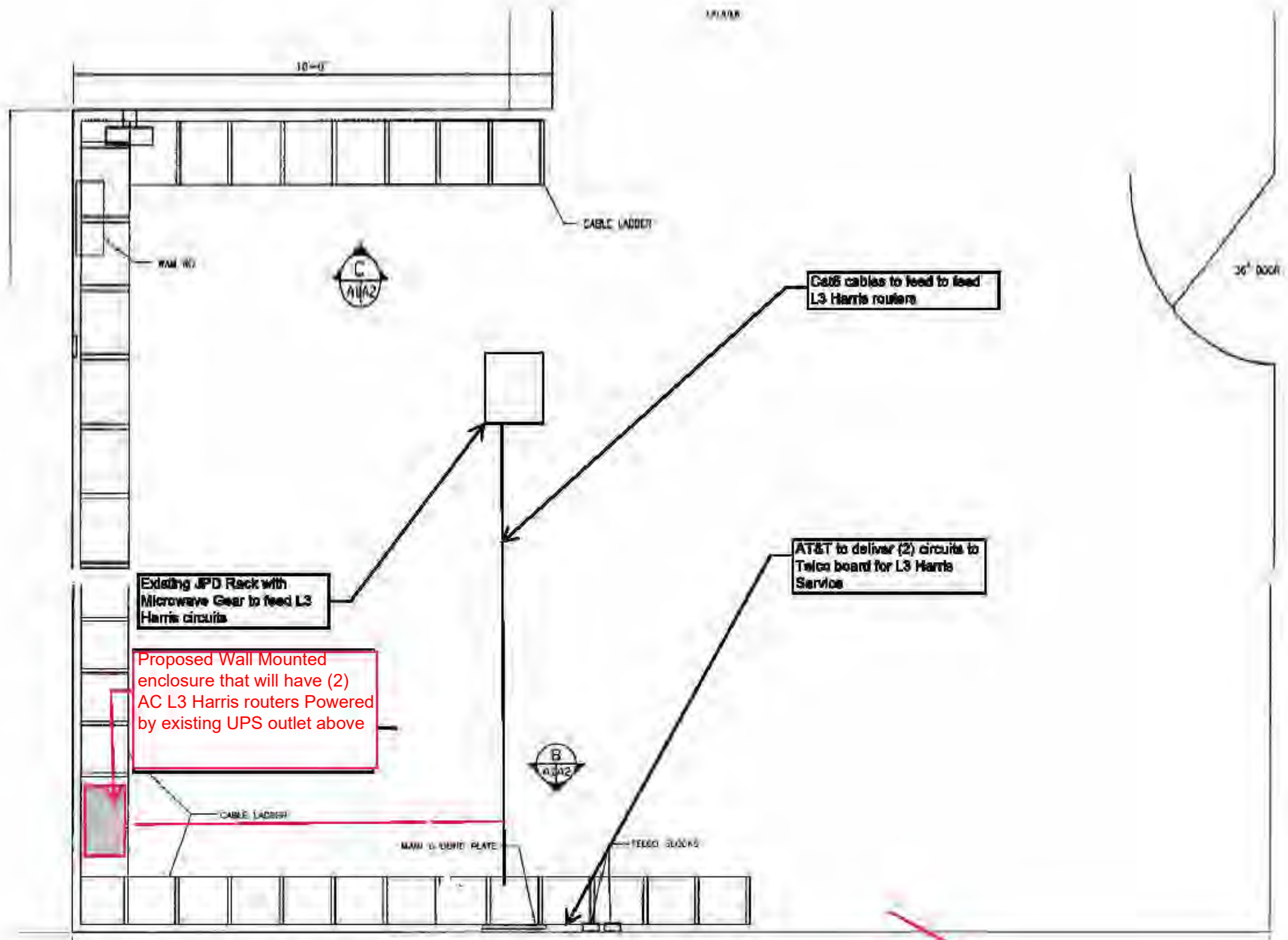
**\$500.00 Fee Paid:** Not Yet

#### Proposal of Usage:

The purpose of this application is to support Lessee's efforts under its Prime Contract No. DTFAWA-07-C-00067, including all amendments and modifications thereto, with the Federal Aviation Administration (FAA). This Prime Contract includes the replacement of the Wide Area Multilateration (WAM) Phase I system in Juneau Alaska. This site and the equipment placed in this location would be part of the replacement WAM network.

#### Supporting Documents:

[SV178-50\\_Lease\\_Exhibit\\_25\\_May\\_2022.pdf](#)



## L-BOX® Wall-Mount Cabinet and Accessories

### L-BOX®, Type 1



#### Industry Standards

UL 1863 Listed; File No. E230874  
UL 508A Listed; Type 1; File Number E61997  
cUL Listed per CSA C22.2 No. 182.4; File No. E230874  
Ventilation complies with UL 60950

Designed in accordance with BICSI TDMM Tenth edition,  
Chapter 7, Telecommunication Enclosures (TE)  
EIA 310-D  
IEC 60529, IP30

#### Application

The low-profile, vertically-oriented L-BOX® wall-mount cabinet is extremely versatile and can be used in public settings to mount, store and protect network equipment, patch panels and connections. The hinged, L-shaped door provides full access on two sides to installed equipment while fixed rack angles accommodate varying equipment sizes.

#### Features

- Spring-loaded, self-retained hinge pins allow door removal
- 120-degree door opening
- Quarter-turn latches with key lock
- One set of fixed rack angles is included on 24- and 36-in. (610- and 914-mm) tall models and two on 48-in. (1219-mm) tall models
- Rack angles on 36-in. (914-mm) models can be positioned either at the top or the bottom of the cabinet

- 36- and 48-in. (914- and 1219-mm) tall models have space for patch panel or shelf brackets
- Knockouts for 4-in. (102-mm) fan on top and bottom of cabinet
- Wiring knockouts (7/8 in., 1-3/8 in., and 3 in.) on top and bottom of cabinet. Two 3-in. cable entry knockouts on back.
- Multiple cable tie-down points on back of cabinet
- Keyhole mounting slots spaced 16.00 in. (406 mm) on center for easy cabinet mounting
- Includes package of twenty 10-32 mounting screws

#### Specifications

- Manufactured from 14 gauge mild steel
- Self-grounding mounting angles made of 12 gauge plated steel
- Bonding provision on door
- Ground stud on body
- EIA Universal 5/8 - 5/8 - 1/2 in. rack angle mounting hole pattern matches industry standards. Holes are tapped 10-32.

#### Finish

Phosphatized steel coated with RAL 7035 light-gray textured, low-gloss polyester powder paint. Other finishes available—contact Hoffman Customer Service.

#### Load Rating

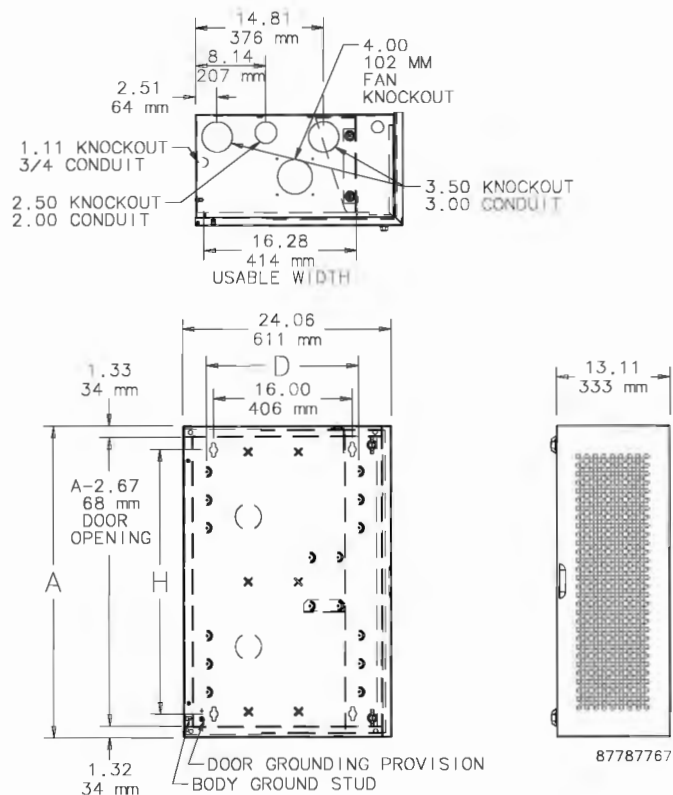
75 lb. (34.0 kg)

Bulletin: DWS1

#### Standard Product

Catalog Number	AxBxC in.	AxBxC mm	H (in.)	H (mm)	Rack Units
DBL242412G	24.00 x 24.00 x 12.34	610 x 610 x 313	22.00	559	6
DBL362412G	36.00 x 24.00 x 12.34	915 x 610 x 313	34.00	864	6
DBL482412G	48.00 x 24.00 x 12.34	1220 x 610 x 313	46.00	1168	2 sets of 6

## L-BOX® Wall-Mount Cabinet and Accessories

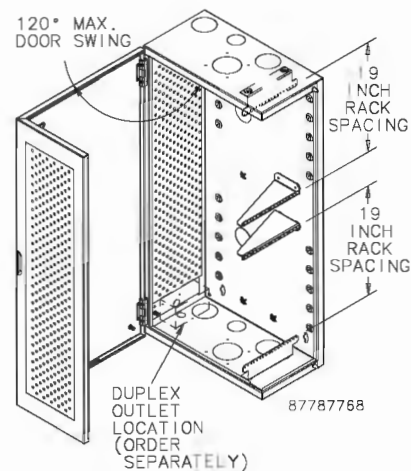
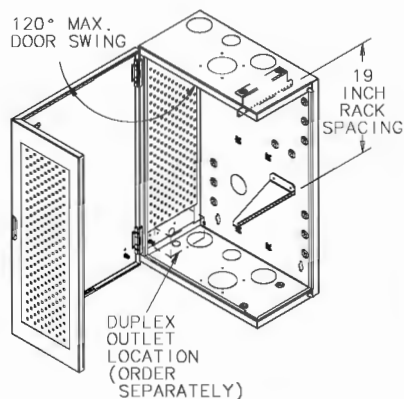
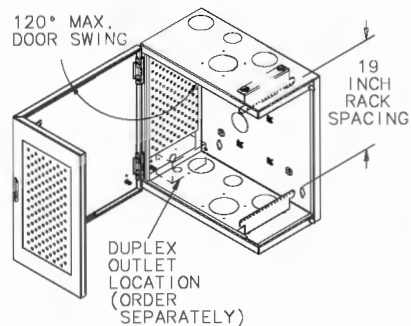


### L-BOX RACK ANGLE LOCATIONS

DBL242412G

DBL362412G

DBL482412G





U.S. Department  
of Transportation  
  
Federal Aviation  
Administration

800 Independence Ave., SW  
Washington, D.C. 20591

February 11, 2021

ADS-B-21-074

Greg Hughes  
Sr. Contracts Manager  
L3Harris Technologies, Inc.  
2235 Monroe Street  
Herndon, VA 20171

Subject: FAA Contract DTFAWA-07-C-00067 - ADS-B Contract

Reference: L3Harris Technologies, Inc. Request for Agency Confirmation

Dear Mr. Hughes:

L3 Harris holds the Automatic Dependent Surveillance – Broadcast (ADS-B) contract with the Federal Aviation Administration. As the prime contractor for delivery of ADS-B services, L3Harris has deployed and operated a national air traffic surveillance system consisting of ground-based radio stations that provides air traffic surveillance data to the FAA. The contract period of performance, including all contract option periods, extends through GFY 2025.

Under the ADS-B services contract, L3Harris owns and operates a large network of radio stations throughout the continental US, Alaska, Hawaii, and US territories. The FAA endorses the installation of the radio station sites by L3Harris as an enhancement to air traffic safety and operational efficiency of the National Air Space system and requests the support of involved aviation business, airport authorities, local governments, and federal agencies in this endeavor.

As the Contracting Officer for this contract, I certify the above facts are correct.

Should you have any questions or require further information on this subject, please contact the undersigned at 202-267-0522, or Phillip L. Moyers at 202-267-7165.

Sincerely,

Troy Teachey  
Contracting Officer, AAQ-210  
Surveillance Contract Branch

# MEMORANDUM

## CITY/BOROUGH OF JUNEAU

Lands and Resources Office  
155 S. Seward St., Juneau, Alaska 99801  
Dan.Bleidorn@juneau.org  
(907) 586-5252

**TO:** Michelle Hale, Chair of the Assembly Lands Housing and Economic Development Committee

**FROM:** Dan Bleidorn, Lands and Resources Manager *Daniel Bleidorn*

**SUBJECT:** JACC Building Lease to the JAHC

**DATE:** June 15, 2022

In 2016, the Assembly adopted Ordinance 2016-13 authorizing a lease of the Juneau Arts and Cultures Center (JACC) to the Juneau Arts and Humanities Council (JAHC). In 2020, the lease was amended and suspended as a result of the Covid-19 public emergency. The amendment was canceled by written notice by the City Manager on May 17, 2022 and the lease was re-initiated.

Ordinance 2016-13 states:

"[T]he initial term of the lease shall be five years, ending in 2021. The JAHC may renew the lease for two additional five-year terms, for a maximum of fifteen years, subject to written approval by the CBJ. The option to renew must be exercised by providing written notice to the CBJ no later than three months prior to the expiration of the underlying lease term."

As a result of the 2020 amendment this lease was not timely renewed in 2021 because the lease was still suspended. The amendment was canceled on (5/17/22) at which point the JAHC requested to renew this lease for an additional term.

Ordinance 2016-13 provides the terms and conditions including the lease rate:

"[T]he lease payment shall be in an amount equal to the annual cost of building maintenance incurred for the preceding year for the leased space, as determined by the Lands Manager. The lease payment shall be reviewed and adjusted on an annual basis as necessary. The JAHC shall be responsible for all utilities, landscaping and snow plowing, and any real property tax required by law."

In the time since this lease was first authorized, the City updated the process for the calculation of building maintenance charges across all CBJ properties. The new calculation helps to insure proper building maintenance and to more accurately budget for expenses over the lifetime of a building. Building maintenance costs for FY21 for the JACC were \$21,600 or \$1,800/month; in FY22, they are \$21,200 or \$1,766.66 per month and for FY23, the costs will be \$21,600 or \$1,800 per month. Currently the JAHC pays the City \$275.00 per

month, which reflects the former process of calculating building maintenance costs from 2015.

Since the lease rate is adopted by the Assembly by ordinance, any amendments would need to be approved by the Assembly by ordinance. The JAHC has requested this lease be amended to provide for a lease rate that is valued at less than the building maintenance costs. Having a lease rate that changes every year creates uncertainty and additional staff time. The JAHC has also indicated that they cannot afford such an increase with this short of a notice as the rent is going from \$3,300 per year to \$21,192.

Options:

1. *Execute a 5-year lease term extension with the lease rate being equal to the new building maintenance costs for the previous year. No further Assembly action is needed.*
2. *Adopt a new ordinance and lease in order to set the lease rate by another method to be determined by this Committee and authorized by the Assembly. City Code 53.09.270 – Disposals for Public Use*

**Staff request that the Lands, Housing and Economic Development Committee provide direction on how to proceed with this lease.**

Attachments:

1. Ord 2016-13
2. 2016 JAHC Lease
3. 2020 Amendment
4. 2022 Amendment Cancellation Notice





350 Whittier St. Suite 101. , Juneau AK 99801 • 907 586-ARTS (2787) • 907 586 2148 (fax) • [info@jahc.org](mailto:info@jahc.org)

---

Memo to:

Michelle Hale, Chair of the Lands Housing and Economic Development Committee

From:

Reggie Schapp, Interim Director of the Juneau Arts & Humanities Council

June 17, 2022

Dear Ms.Hale,

The Juneau Arts & Humanities Council has been informed of a rent increase for FY 23-FY 28. The last time this was adjusted was 2016, which was based on the 2015 maintenance costs. To further complicate this lease, the way the CBJ determines building maintenance costs has changed to insure proper building maintenance is being completed and to accurately budget for expenses across all City owned buildings. The total costs for building maintenance this year, FY22, is \$21,200 or \$1,766.66 per month.

The current lease and ordinance do not leave any wiggle room for the price to be anything different than maintenance costs and any changes will need to be approved by the Assembly.

I would like to point out that many of the repairs and maintenance done on the JACC were after the Warming shelter left the building in disrepair and the damages were not done by the Arts Council occupying the building. Second, the Arts Council paid over \$25,000 in deep cleaning, painting, re-carpeting and replacing damage fixtures out of JAHC funds and did not request the CBJ for funds for these maintenance and repairs. I strongly request this be taken into consideration when deciding on the future rent for the JACC. We cannot afford such an increase with little notice. The rent for the building went from \$3,300 to \$21,192 a year leaving us to cover \$17,892 when we put over \$25,000 into the building from our funds seems unfair.

Thank you for your consideration of this request.



Presented by: The Manager  
Introduced: 04/11/2016  
Drafted by: A. G. Mead

## ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-13

### **An Ordinance Authorizing the Manager to Negotiate and Execute a Lease with the Juneau Arts and Humanities Council for the Use of the Juneau Arts and Culture Center Building.**

WHEREAS, in 2006, the State of Alaska conveyed to the City and Borough of Juneau the property known as the National Guard Armory, to be used for public purposes; and

WHEREAS on October 12, 2007, a lease agreement was executed between the City and Borough of Juneau and the Juneau Arts and Humanities Council (the JAHC) for the use of the former Armory building, renamed the Juneau Arts and Culture Center (JACC); and

WHEREAS, the purpose of leasing the JACC to the JAHC was to alleviate a chronic need for performance and exhibit space by allowing the JAHC to manage the building as a community arts facility; and

WHEREAS, since that time, the JAHC has used and managed the JACC for the JAHC's non-profit public purposes and to rent the space for community arts and cultural uses; and

WHEREAS, in identifying the JAHC's non-profit status and the public service it provides, the City and Borough has leased the JACC to the JAHC at less than fair market value; and

WHEREAS, it is the intent of the City and Borough of Juneau that the JAHC continue to operate the JACC for the benefit of the community by providing arts and cultural opportunities for Juneau and the surrounding Southeast communities.

NOW THEREFOR 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 Lease.** The Manager is authorized to negotiate and execute a lease agreement, in a form substantially similar to the lease attached as Exhibit A, with the Juneau Arts and Humanities Council for the property described as:

Lot A of Trust Land Survey 2007-01, Juneau Subport Subdivision according to the official Survey Plat No. 2007-29, recorded May 15, 2007, in the Juneau Recording District, First Judicial District, State of Alaska

generally depicted on the map attached as Exhibit B.

**Section 3. Minimum Essential Terms and Conditions.**

A. The initial term of the lease shall be five years, ending in 2021. The JAHC may renew the lease for two additional five year terms, for a maximum of fifteen years, subject to written approval by the CBJ. The option to renew must be exercised by providing written notice to the CBJ no later than three months prior to the expiration of the underlying lease term.

B. The lease payment shall be in an amount equal to the annual cost of building maintenance incurred for the preceding year for the leased space, as determined by the Lands Manager. The lease payment shall be reviewed and adjusted on an annual basis as necessary. The JAHC shall be responsible for all utilities, landscaping and snow plowing, and any real property tax required by law.

C. The leased premises may be used for the JAHC's nonprofit public purpose to provide arts and cultural opportunities to the community. The JAHC may charge user fees for rental of the space at a rate approved by the CBJ. The JAHC shall be responsible for collecting and remitting sales tax to the extent required by law.

D. The JAHC may sublease the premises upon written consent and approval of the sublease document by the CBJ. All subleases must comply with CBJ code, and shall be for the purpose of furthering the JAHC's mission statement to provide arts and cultural opportunities or to otherwise enhance or increase the arts and cultural experience provided at the JACC. Rental fees for subleases shall be in accordance with CBJ Title 53, shall be held in trust by the JAHC for the City and Borough of Juneau and shall be remitted to the CBJ on an annual basis. However, the JAHC may retain actual expenses incurred by the JAHC in managing the subleases as provided for by the lease agreement. It is the intent of the CBJ, subject to and conditional upon appropriation for that purpose, that sublease rental fees submitted to the CBJ be used to fund deferred maintenance costs for the JACC.

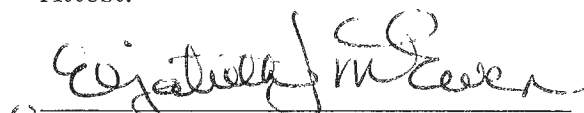
E. The lease agreement, and any sublease approved by the CBJ, must require the lessee (or sublessee) to be bound by and comply with the use restrictions contained in the purchase agreement and Quitclaim Deed by which the CBJ obtained ownership of the property.

**Section 4. Effective Date.** This ordinance shall be effective 30 days after its adoption.

Adopted this 2<sup>nd</sup> day of May, 2016.

  
Kendell D. Koelsch, Mayor

Attest:

  
for Laurie J. Sica, Municipal Clerk

**LEASE AGREEMENT BETWEEN THE CITY AND BOROUGH OF JUNEAU AND THE  
GREATER JUNEAU ARTS AND HUMANITIES COUNCIL (2016 – 2021)**

**1. PARTIES**

This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “Lessor” and the Greater Juneau Arts and Humanities Council, a nonprofit corporation organized under the laws of the State of Alaska with its principal place of business in Juneau, Alaska, hereafter the “JAHC” or “Lessee.”

**2. LEASE ADMINISTRATION**

All communications about this lease 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.

**City and Borough:**

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

**Lessee:**

Attn: Nancy DeCherney  
Executive Director  
Juneau Arts and Humanities Council  
350 Whittier Street  
Juneau, AK 99801  
Phone: (907) 586-2148

**3. LEASE DESCRIPTION**

This lease agreement is identified as: Lease Agreement between the City and Borough of Juneau and the Greater Juneau Arts and Humanities Council (2016 – 2021). Appendices A, B and C are attached hereto and are considered to be part of this lease agreement as well as anything incorporated by reference or attached to those appendices. If in conflict, the order of precedence shall be this document, Appendix A, Appendix B, and then Appendix C.

**4. PRIOR LEASES SUPERSEDED**

This lease agreement supersedes and replaces any prior lease agreements between the CBJ and the JAHC for the Leased Premises.

**5. LEASE EXECUTION.**

The CBJ and JAHC agree and sign below. This contract is not effective until signed by the CBJ. The JAHC represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

**City and Borough of Juneau:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kimberly A. Kiefer  
CBJ Manager

**Greater Juneau Arts and Humanities Council:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Nancy DeCherney  
Executive Director, JAHC

## CBJ ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Kimberly A. Kiefer, to me known to be the City Manager of the City and Borough of Juneau, Alaska, the municipal corporation that executed the above foregoing instrument, who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation, and who acknowledge that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for the State of Alaska

My Commission Expires: \_\_\_\_\_

## JAHC ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Nancy DeCherney to me known to be the identical individual(s) described in and who executed the foregoing instrument as the Executive Director of the Juneau Arts and Humanities Council, a non-profit corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

Notary Public in and for the State of Alaska

My Commission Expires: \_\_\_\_\_

Approved as to Content: \_\_\_\_\_, Lands

Risk Management Review: \_\_\_\_\_, Risk Manager

Approved as to Form: \_\_\_\_\_, Law Department

## **APPENDIX A**

### **1. DESCRIPTION OF PROPERTY**

The property subject to this lease is referred to as "the Leased Premises." The Leased Premises are located at 350 Whittier Street, Juneau, Alaska 99801, and include the improvement generally known as the former National Guard Armory Building or the Juneau Arts and Cultural Center (the JACC). The Leased Premises are specifically identified as:

Lot A of Trust Land Survey 2007-01, Juneau Subport Subdivision according to the official Survey Plat No. 2007-29, recorded May 15, 2007, in the Juneau Recording District, First Judicial District, State of Alaska.

The Leased Premises are depicted on Exhibit B to CBJ Ordinance No. 2016-13 which is attached to and made part of this lease by this reference.

### **2. AUTHORITY**

This lease is entered into pursuant to the authority of Ordinance 2016-13 and CBJ Chapter 53.20.

### **3. TERM AND RENEWAL OPTION**

The initial term of the lease is 5 years, unless sooner terminated, commencing on \_\_\_\_\_, 2016 and ending on \_\_\_\_\_, 2021. The CBJ grants Lessee two options to renew this lease for two additional five year terms, for a maximum of fifteen years. Lease renewals are subject to written approval by the CBJ. Lessee shall seek to exercise its renewal options, if at all, by written notice given to the CBJ no later than the three months prior to the expiration of the underlying initial lease term.

### **4. LEASE PAYMENTS**

- a. Lessee shall pay the CBJ an amount equal to the annual cost of building maintenance incurred by the City and Borough for the preceding year, as determined by the Lands Manager, payable on a monthly basis due by the \_\_\_\_ of each month. For the first year of the initial term of the lease, that amount shall be \$ \_\_\_\_\_. The CBJ shall notify Lessee, in writing, of any change in the rental amount by \_\_\_\_\_.
- b. Lessee shall be responsible for all utilities, including heating, electrical, and water and sewer for the Leased Premises.
- c. Lessee shall be responsible for landscaping and snowplowing of the Leased Premises.
- d. Lessee shall be responsible for real property tax to the extent required by law.
- e. A late fee in the amount of 10 percent of the amount due shall be charged for all payments not received within ten days of the date due.

## 5. AUTHORIZED USE OF PREMISES AND IMPROVEMENTS

The JAHc is authorized to use and manage the Leased Premises for the JAHc's nonprofit public purposes and to rent the Leased Premises for community arts and cultural uses. JAHc may charge user fees agreed upon and approved by the CBJ. To the extent required by law, Lessee shall be responsible for collecting and remitting sales tax in accordance with CBJ Chapter 69.05.

## 6. INSURANCE REQUIREMENTS

Lessee understands that CBJ carries no fire or other casualty insurance for the Leased Premises or improvements located thereon, and that it is Lessee's obligation to obtain adequate insurance for protection of Lessee's property located on the Leased Premises.

Lessee has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined below. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Lessee shall provide written notice to the CBJ's Risk Management. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

- a. ***Deductibles and Self-Insured Retentions.*** Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.
- b. ***Claims-Made Policies.*** If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided ***for at least one (1) year after completion of the contract work.***
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Contractor must purchase "**extended reporting**" coverage for a minimum of one (1) year after completion of the contract work.
- c. As required above, the JAHc has provided certification of proper insurance coverage to the City and Borough of Juneau, attached as Attachment \_\_\_\_\_. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Lessee to maintain the insurance required by this contract.

Lessee agrees to maintain insurance as follows at all times while this agreement is in effect, including

during any periods of renewal:

- i. Commercial General Liability Insurance. The Lessee must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Lessee. This amount must be at least *[to be determined by CBJ Risk Management]* per **occurrence**, and *[to be determined by CBJ Risk Management]* aggregate. **The CBJ will be named as an additional insured on this policy for work performed for the CBJ.**
- ii. Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Lessee and Lessee's assignees, and anyone directly or indirectly employed to perform work under this agreement. The Lessee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of *[to be determined by CBJ Risk Management]* per injury and illness, and *[to be determined by CBJ Risk Management]* policy limits. **If the Lessee is exempt from Alaska Statutory Requirements, the Lessee must provide written confirmation of this status in order for the CBJ to waive this requirement. The policy shall be endorsed to waive subrogation rights against the CBJ.**
- iii. Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles *[to be determined by CBJ Risk Management]* combined single limit coverage. **CBJ will be named as an additional insured on this policy for work performed for the CBJ.**

## 7. SUBLEASING

The JAHG may sublease the Leased Premises, or any part thereof, provided that the JAHG first obtain written consent from the CBJ for the sublease as well as prior approval of the proposed sublease document. All subleases must comply with CBJ code, and in particular, the requirement that the improvements on the Leased Premise be the substantial reason for the sublease. Any sublease agreement entered into by the JAHG must require the sublessee to acknowledge that all terms, conditions, and covenants of this agreement apply to the sublessee. In addition, the following provisions shall apply:

- a. **Sublease rental fee:** Rental fees for subleases shall be set in accordance with Title 53 of the City and Borough of Juneau's Code of Ordinances, unless written approval to charge otherwise is obtained by the CBJ. The CBJ is prohibited from approving a sublease at less than fair market value unless the sublessee is a non-profit organization, and the sublease will be used solely for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the state or the CBJ, as determined by the Assembly. All rental fees for subleases shall be held in trust by the JAHG for

the City and Borough of Juneau. Sublease fees shall be remitted to the CBJ on an annual basis, with the first remittance due \_\_\_\_\_.

The JAHc is authorized to deduct and retain from sublease rents actual expenses incurred by the JAHc for janitorial, garbage, electricity or other utilities or services provided a sublessee in accordance with any sublease agreement. Any amounts deducted and retained are subject to approval by the CBJ. The JAHc shall provide an accounting of all deductions for each sublease, to be remitted with the sublease rental fees to the CBJ on an annual basis as provided above. It is the CBJ's intent, subject to appropriation made at the sole discretion of the Assembly, that sublease rental fees submitted to the CBJ be used to fund deferred maintenance costs for the Leased Premises.

**b. The sublease agreement shall contain the following language:**

i. Indemnification. The sublessee agrees to defend, indemnify, and hold harmless the City and Borough of Juneau, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by sublessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the City and Borough of Juneau relating to this agreement or any sublease. The obligations of sublessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The City and Borough shall notify sublessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to sublessee's obligations and is waived where the sublessee has actual notice.

ii. Insurance. Sublessee understands that the City and Borough of Juneau carries no fire or other casualty insurance for the Leased Premises or improvements located thereon, and that it is sublessee's obligation to obtain adequate insurance for protection of sublessee's property located on the Leased Premises.

iii. Compliance with Law. Sublessee shall comply with any and all applicable rules, regulations, statutes or ordinances as may affect the activity upon or associated with the Leased Premises. The Sublessee shall obtain any and all necessary permits or approvals prior to operating.

**c. Review by CBJ Risk Management Officer.** The CBJ Risk Management Officer must review and approve the proposed sublease agreement and determine what insurance requirements must be included. All insurance required under any sublease, including during any periods of renewal, shall name the CBJ as an additional insured, except with respect to any required Professional



Liability or Workers Compensation policies. Proper insurance documentation must be reviewed and approved by the CBJ prior to execution of any sublease agreements for the Leased Premises.

## **8. DEED RESTRICTIONS**

The JAHC has reviewed, understands, and agrees to be bound by and comply with the use restrictions contained in the purchase agreement and Quitclaim Deed by which the CBJ obtained ownership of the Leased Premises.

### **APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20**

#### **1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.**

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee liable as provided by law.

#### **2. APPROVAL OF OTHER AUTHORITIES.**

As required by CBJ 53.20.180, the issuance by the CBJ of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by the CBJ or by duly authorized state or federal agencies.

#### **3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.**

As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease:

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

**b. Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be to another non-profit agency, and approved by the CBJ prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

**c. Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

#### **d. Cancellation and Forfeiture.**

i. The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and the CBJ.

ii. The manager may cancel the lease if it is used for any unlawful purpose.

iii. If the lessee shall default in the performance or observance of any of the lease 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 30 calendar days after service of written notice by the City and Borough without remedy by the lessee of the conditions warranting default, the City and Borough may subject the lessee to appropriate legal action including forfeiture of the lease. No improvements may be removed by the lessee or other person during any time the lessee is in default.

iv. Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of the CBJ with approval of the Assembly, constitute grounds for default.

**e. Notice or Demand.** Any notice or demand, which under the terms of a lease 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, 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 wrapper or envelope addressed as hereinbefore provided.

**f. Entry and Reentry.** In the event that the lease should be terminated as herein provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, the CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefore. No reentry by the CBJ shall be deemed an acceptance of a surrender of the lease.

**g. Re-lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, the manager may offer the lands for lease or other appropriate disposal pursuant to the provisions of the CBJ code.

**h. Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, any rental payment last made by Lessee shall be forfeited and retained by the CBJ as partial or total damages for the breach.

**i. Written Waiver.** The receipt of rent by the CBJ with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the 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 the CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by the 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 the 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 the CBJ to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the CBJ.

**j. Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the CBJ all of the leased land on the last day of the term of the lease.

**k. Renewal Preference.** Any renewal preference granted Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

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

i. If any improvements and/or chattels not owned by the City and Borough and having an appraised value in excess of \$5,000.00, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the lessee, be sold at public sale under the direction of the manager. The proceeds of the sale shall inure to the lessee preceding if the lessee placed such improvements and/or chattels on the lands, after deducting for the City and Borough 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 City and Borough manager are received, title to such improvements and/or chattels shall vest in the City and Borough.

ii. If any improvements and/or chattels having an appraised value of \$5,000.00 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, the City and Borough.

**m. Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure, with or without Lessee's permission, and remaining upon the premises after the termination date of the lease shall entitle the CBJ to charge Lessee a reasonable rent therefore.

**n. Compliance with All Laws.** Lessee shall, at Lessee's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force or which may be subsequently enacted. Lessee warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the CBJ, and shall maintain such compliance during the effective term of this agreement.

**o. Condition of Premises.** Lessee shall keep the premises of the lease 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 leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

**p. Inspection.** Lessee shall allow an authorized representative of the CBJ to enter the Leased Premises for inspection at any reasonable time.

**q. Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the manager.

**r. Rights-of-Way.** The CBJ expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the CBJ to do so. If the CBJ grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements or crops (if applicable) 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 Lessee for loss of use.

**s. Warranty.** The CBJ does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

**t. Lease Rental Credit.** When authorized in writing by the manager prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other City and Borough-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 the CBJ and shall not be removed by Lessee upon termination of the lease.

## **APPENDIX C: STANDARD PROVISIONS**

**1. HOLDING OVER.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.

**2. TAXES, ASSESSMENTS, AND LIENS.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting, or likely to result in, a lien against the Leased Premises or the improvements placed thereon.

**3. EASEMENTS.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.

**4. ENCUMBRANCE OF PARCEL.** Lessee shall not encumber or cloud the CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of the CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of the CBJ, shall be void against the CBJ and may be considered a breach of this lease.

**5. VALID EXISTING RIGHTS.** This lease 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 lease.

**6. STATE DISCRIMINATION LAWS.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, the CBJ shall have the right to terminate the lease.

**7. UNSAFE USE.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which 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.

**8. INDEMNIFICATION.** The Lessee agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Lessee's use of the Leased Premises or Lessee's rights or obligations under this agreement, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and is waived where the Lessee has actual notice.

**9. SUCCESSORS.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and the CBJ.

**10. 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.

**11. INSPECTION AND RETENTION OF RECORDS.** The CBJ may inspect, in the manner and at reasonable times it considers appropriate, Lessee's records and activities having any relevance to this agreement. Lessee shall retain financial and other records relating to the performance of this agreement for a period of six years, or until the resolution of any audit findings, claims or litigation related to the agreement.

**12. CONFLICT OF INTEREST.** Lessee warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this agreement. Lessee also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of

CBJ, and that it will not do so as a condition of this lease agreement. If the Lessee learns of any such conflict of interest, the Lessee shall without delay inform the CBJ and Borough Attorney or CBJ's representative for this lease agreement.

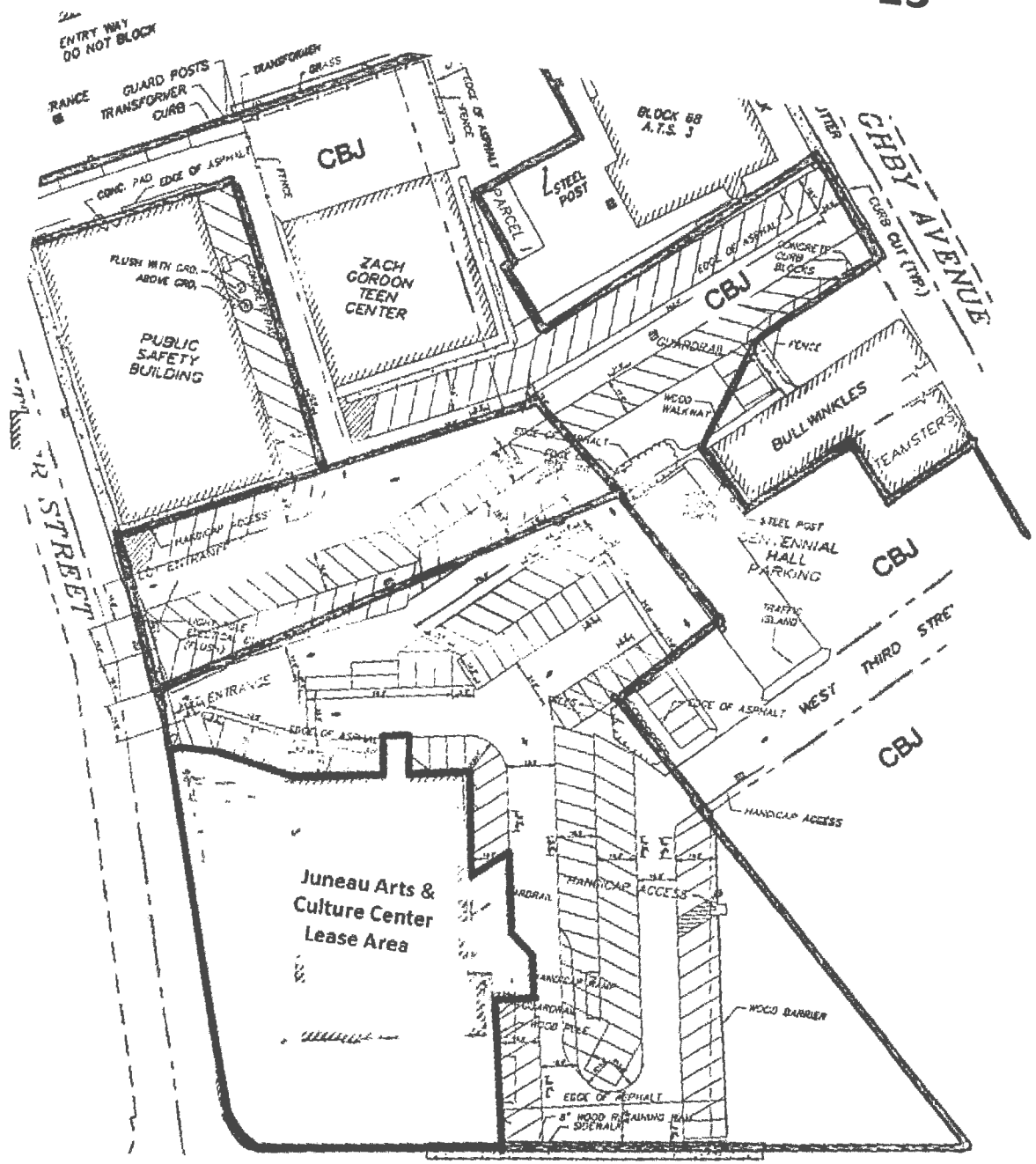
**13. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT.** Lessee acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this agreement must be made available for the public to inspect upon request, unless an exception applies. It is Lessee's sole responsibility to clearly identify any documents Lessee 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 Lessee, the CBJ will notify Lessee as soon as practicable prior to making any disclosure. Lessee 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 Lessee deems necessary in order to protect its interests. Should Lessee fail to notify the CBJ of its objection or to file suit, Lessee shall hold the CBJ harmless of any damages incurred by Lessee as a result of the CBJ disclosing any of Lessee's documents in the CBJ's possession. Additionally, Lessee may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

**14. 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.

**15. 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.

**16. WAIVER.** Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Exhibit B – Ordinance 2016-13



**LEASE AGREEMENT BETWEEN THE CITY AND BOROUGH OF JUNEAU AND THE  
GREATER JUNEAU ARTS AND HUMANITIES COUNCIL (2016 – 2021)**

**1. PARTIES**

This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "CBJ" or "Lessor" and the Greater Juneau Arts and Humanities Council, a nonprofit corporation organized under the laws of the State of Alaska with its principal place of business in Juneau, Alaska, hereafter the "JAHC" or "Lessee."

**2. LEASE ADMINISTRATION**

All communications about this lease 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.

**City and Borough:**

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

**Lessee:**

Attn: Nancy DeCherney  
Executive Director  
Juneau Arts and Humanities Council  
350 Whittier Street  
Juneau, AK 99801  
Phone: (907) 586-2148

**3. LEASE DESCRIPTION**

This lease agreement is identified as: Lease Agreement between the City and Borough of Juneau and the Greater Juneau Arts and Humanities Council (2016 – 2021). Appendices A, B and C are attached hereto and are considered to be part of this lease agreement as well as anything incorporated by reference or attached to those appendices. If in conflict, the order of precedence shall be this document, Appendix A, Appendix B, and then Appendix C.

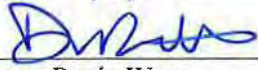
**4. PRIOR LEASES SUPERSEDED**

This lease agreement supersedes and replaces any prior lease agreements between the CBJ and the JAHC for the Leased Premises.

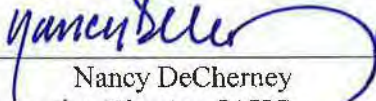
**5. LEASE EXECUTION.**

The CBJ and JAHC agree and sign below. This contract is not effective until signed by the CBJ. The JAHC represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

**City and Borough of Juneau:**

Date: 6/6/16  
By:   
Duncan Rorie Watt  
CBJ Manager

**Greater Juneau Arts and Humanities Council:**

Date: 5-31-16  
By:   
Nancy DeCherney  
Executive Director, JAHC

2016 Juneau Arts and Humanities Council  
Lease Agreement



**CBJ ACKNOWLEDGMENT**

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Duncan Rorie Watt, to me known to be the City Manager of the City and Borough of Juneau, Alaska, the municipal corporation that executed the above foregoing instrument, who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation, and who acknowledge that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

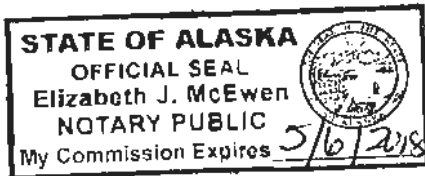
\_\_\_\_\_  
Notary Public in and for the State of Alaska

My Commission Expires: \_\_\_\_\_

**JAHC ACKNOWLEDGMENT**

STATE OF ALASKA )  
 ) ss:  
FIRST JUDICIAL DISTRICT )

This is to certify that on the 31<sup>st</sup> day of May, 2016, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Nancy DeCherney to me known to be the identical individual(s) described in and who executed the foregoing instrument as the Executive Director of the Juneau Arts and Humanities Council, a non-profit corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.



Elizabeth J. McEwen  
Notary Public in and for the State of Alaska

My Commission Expires: 5/6/2018

Approved as to Content: Doug P. Cheney, Lands

Risk Management Review: [Signature] 5/23/16 Risk Manager

Approved as to Form: [Signature] 5-23-16, Law Department

## **APPENDIX A**

### **1. DESCRIPTION OF PROPERTY**

The property subject to this lease is referred to as "the Leased Premises." The Leased Premises are located at 350 Whittier Street, Juneau, Alaska 99801, and include the improvement generally known as the former National Guard Armory Building or the Juneau Arts and Cultural Center (the JACC). The Leased Premises are specifically identified as:

Lot A of Trust Land Survey 2007-01, Juneau Subport Subdivision according to the official Survey Plat No. 2007-29, recorded May 15, 2007, in the Juneau Recording District, First Judicial District, State of Alaska.

The Leased Premises are depicted on Exhibit A to CBJ Ordinance No. 2016-13, which is attached to and made part of this lease by this reference.

### **2. AUTHORITY**

This lease is entered into pursuant to the authority of Ordinance 2016-13 and CBJ Chapter 53.20.

### **3. TERM AND RENEWAL OPTION**

The initial term of the lease is 5 years, unless sooner terminated, commencing on July 1, 2016 and ending on June 30, 2021. The CBJ grants Lessee two options to renew this lease for two additional five year terms, for a maximum of fifteen years. Lease renewals are subject to written approval by the CBJ. Lessee shall seek to exercise its renewal options, if at all, by written notice given to the CBJ no later than the three months prior to the expiration of the underlying initial lease term.

### **4. LEASE PAYMENTS**

- a. Lessee shall pay the CBJ an amount equal to the annual cost of building maintenance incurred by the City and Borough for the preceding fiscal year, as determined by the Lands Manager, payable on a monthly basis due by the last day of each month. For the first year of the initial term of the lease, that amount shall be calculated from fiscal year 2015, which averages \$275.00 a month. The CBJ shall notify Lessee, in writing, of any change in the rental amount by June 15<sup>th</sup> of each year.
- b. Lessee shall be responsible for all utilities, including heating, electrical, water and sewer for the Leased Premises.
- c. Lessee shall be responsible for landscaping and snowplowing of the Leased Premises.
- d. Lessee shall be responsible for real property tax to the extent required by law.
- e. A late fee in the amount of 10 percent of the amount due shall be charged for all payments not received within ten days of the date due.

## 5. AUTHORIZED USE OF PREMISES AND IMPROVEMENTS

The JAHC is authorized to use and manage the Leased Premises for the JAHC's nonprofit public purposes and to rent the Leased Premises for community arts and cultural uses. JAHC may charge user fees agreed upon and approved by the CBJ. To the extent required by law, Lessee shall be responsible for collecting and remitting sales tax in accordance with CBJ Chapter 69.05.

## 6. INSURANCE REQUIREMENTS

Lessee understands that CBJ carries no fire or other casualty insurance for the Leased Premises or improvements located thereon, and that it is Lessee's obligation to obtain adequate insurance for protection of Lessee's property located on the Leased Premises.

Lessee has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined below. All insurance required under this contract shall name the CBJ as an additional insured, except with respect to any required Professional Liability or Workers Compensation policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Lessee shall provide written notice to the CBJ's Risk Management. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.

**a. *Deductibles and Self-Insured Retentions.*** Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

**b. *Claims-Made Policies.*** If any of the required policies provide coverage on a claims-made basis:

i. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.

ii. Insurance must be maintained and evidence of insurance must be provided *for at least one (1) year after completion of the contract work.*

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Contractor must purchase **"extended reporting"** coverage for a minimum of one (1) year after completion of the contract work.

**c.** As required above, the JAHC has provided certification of proper insurance coverage to the City and Borough of Juneau. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Lessee to maintain the insurance required by this contract.

Lessee agrees to maintain insurance as follows at all times while this agreement is in effect, including

2016 Juneau Arts and Humanities Council  
Lease Agreement

during any periods of renewal:

- i. Commercial General Liability Insurance. The Lessee must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Lessee. This policy shall include Host Liquor Liability coverage. This amount must be at least \$1,000,000 per occurrence, and \$2,000,000 aggregate. **The CBJ will be named as an additional insured on this policy for work performed for the CBJ.**
- ii. Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Lessee and Lessee's assignees, and anyone directly or indirectly employed to perform work under this agreement. The Lessee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Lessee's business operation affect the Lessee's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of \$100,000 per injury and illness, and \$500,000 policy limits. **If the Lessee is exempt from Alaska Statutory Requirements, the Lessee must provide written confirmation of this status in order for the CBJ to waive this requirement. The policy shall be endorsed to waive subrogation rights against the CBJ.**
- iii. Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage. **CBJ will be named as an additional insured on this policy for work performed for the CBJ.**

## 7. SUBLEASING

The JAHC may sublease the Leased Premises, or any part thereof, provided that the JAHC first obtain written consent from the CBJ for the sublease as well as prior approval of the proposed sublease document. All subleases must comply with CBJ code, and in particular, the requirement that the improvements on the Leased Premise be the substantial reason for the sublease. Any sublease agreement entered into by the JAHC must require the sublessee to acknowledge that all terms, conditions, and covenants of this agreement apply to the sublessee. In addition, the following provisions shall apply:

- a. **Sublease rental fee:** Rental fees for subleases shall be set in accordance with Title 53 of the City and Borough of Juneau's Code of Ordinances, unless written approval to charge otherwise is obtained by the CBJ. The CBJ is prohibited from approving a sublease at less than fair market value unless the sublessee is a non-profit organization, and the sublease will be used solely for the purpose of providing a service to the public which is supplemental to a governmental service or is in lieu of a service which could or should reasonably be provided by the state or the CBJ, as determined by the Assembly. All rental fees for subleases shall be held in trust by the JAHC for

the City and Borough of Juneau. Sublease fees shall be remitted to the CBJ on an annual basis, with the first remittance due July 1, 2017.

The JAHc is authorized to deduct and retain from sublease rents actual expenses incurred by the JAHc for janitorial, garbage, electricity or other utilities or services provided a sublessee in accordance with any sublease agreement. Any amounts deducted and retained are subject to approval by the CBJ. The JAHc shall provide an accounting of all deductions for each sublease, to be remitted with the sublease rental fees to the CBJ on an annual basis as provided above. It is the CBJ's intent, subject to appropriation made at the sole discretion of the Assembly, that sublease rental fees submitted to the CBJ be used to fund deferred maintenance costs for the Leased Premises.

**b. The sublease agreement shall contain the following language:**

i. Indemnification. The sublessee agrees to defend, indemnify, and hold harmless the City and Borough of Juneau, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the use and occupancy of the Leased Premises by sublessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the City and Borough of Juneau relating to this agreement or any sublease. The obligations of sublessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The City and Borough shall notify sublessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to sublessee's obligations and is waived where the sublessee has actual notice.

ii. Insurance. Sublessee understands that the City and Borough of Juneau carries no fire or other casualty insurance for the Leased Premises or improvements located thereon, and that it is sublessee's obligation to obtain adequate insurance for protection of sublessee's property located on the Leased Premises.

iii. Compliance with Law. Sublessee shall comply with any and all applicable rules, regulations, statutes or ordinances as may affect the activity upon or associated with the Leased Premises. The Sublessee shall obtain any and all necessary permits or approvals prior to operating.

**c. Review by CBJ Risk Management Officer.** The CBJ Risk Management Officer must review and approve the proposed sublease agreement and determine what insurance requirements must be included. All insurance required under any sublease, including during any periods of renewal, shall name the CBJ as an additional insured, except with respect to any required Professional

Liability or Workers Compensation policies. Proper insurance documentation must be reviewed and approved by the CBJ prior to execution of any sublease agreements for the Leased Premises.

## **8. DEED RESTRICTIONS**

The JAHG has reviewed, understands, and agrees to be bound by and comply with the use restrictions contained in the purchase agreement and Quitclaim Deed by which CBJ obtained ownership of the Leased Premises.

### **APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20**

#### **1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.**

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee liable as provided by law.

#### **2. APPROVAL OF OTHER AUTHORITIES.**

As required by CBJ 53.20.180, the issuance by the CBJ of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by the CBJ or by duly authorized state or federal agencies.

#### **3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.**

As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease:

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

**b. Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be to another non-profit agency, and approved by the CBJ prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

**c. Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

#### **d. Cancellation and Forfeiture.**

i. The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and the CBJ.

ii. The manager may cancel the lease if it is used for any unlawful purpose.

iii. If the lessee shall default in the performance or observance of any of the lease 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 30 calendar days after service of written notice by the City and Borough without remedy by the lessee of the conditions warranting default, the City and Borough may subject the lessee to appropriate legal action including forfeiture of the lease. No improvements may be removed by the lessee or other person during any time the lessee is in default.

iv. Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of the CBJ with approval of the Assembly, constitute grounds for default.

**c. Notice or Demand.** Any notice or demand, which under the terms of a lease 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, 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 wrapper or envelope addressed as hereinbefore provided.

**f. Entry and Reentry.** In the event that the lease should be terminated as herein provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, the CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefore. No reentry by the CBJ shall be deemed an acceptance of a surrender of the lease.

**g. Re-lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, the manager may offer the lands for lease or other appropriate disposal pursuant to the provisions of the CBJ code.

**h. Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, any rental payment last made by Lessee shall be forfeited and retained by the CBJ as partial or total damages for the breach.

**i. Written Waiver.** The receipt of rent by the CBJ with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the 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 the CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by the 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 the 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 the CBJ to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the CBJ.

**j. Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the CBJ all of the leased land on the last day of the term of the lease.

**k. Renewal Preference.** Any renewal preference granted Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

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

i. If any improvements and/or chattels not owned by the City and Borough and having an appraised value in excess of \$5,000.00, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the lessee, be sold at public sale under the direction of the manager. The proceeds of the sale shall inure to the lessee preceding if the lessee placed such improvements and/or chattels on the lands, after deducting for the City and Borough 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 City and Borough manager are received, title to such improvements and/or chattels shall vest in the City and Borough.

ii. If any improvements and/or chattels having an appraised value of \$5,000.00 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, the City and Borough.

**m. Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure, with or without Lessee's permission, and remaining upon the premises after the termination date of the lease shall entitle the CBJ to charge Lessee a reasonable rent therefore.

**n. Compliance with All Laws.** Lessee shall, at Lessee's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force or which may be subsequently enacted. Lessee warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the CBJ, and shall maintain such compliance during the effective term of this agreement.



**n. Condition of Premises.** Lessee shall keep the premises of the lease 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 leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

**p. Inspection.** Lessee shall allow an authorized representative of the CBJ to enter the Leased Premises for inspection at any reasonable time.

**q. Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the manager.

**r. Rights-of-Way.** The CBJ expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the CBJ to do so. If the CBJ grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements or crops (if applicable) 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 Lessee for loss of use.

**s. Warranty.** The CBJ does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

**t. Lease Rental Credit.** When authorized in writing by the manager prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other City and Borough-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 the CBJ and shall not be removed by Lessee upon termination of the lease.

## **APPENDIX C: STANDARD PROVISIONS**

**1. HOLDING OVER.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.

**2. TAXES, ASSESSMENTS, AND LIENS.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting, or likely to result in, a lien against the Leased Premises or the improvements placed thereon.

**3. EASEMENTS.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.

**4. ENCUMBRANCE OF PARCEL.** Lessee shall not encumber or cloud the CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of the CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of the CBJ, shall be void against the CBJ and may be considered a breach of this lease.

**5. VALID EXISTING RIGHTS.** This lease 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 lease.

**6. STATE DISCRIMINATION LAWS.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, the CBJ shall have the right to terminate the lease.

**7. UNSAFE USE.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which 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.

**8. INDEMNIFICATION.** The Lessee agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Lessee's use of the Leased Premises or Lessee's rights or obligations under this agreement, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Lessee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and is waived where the Lessee has actual notice.

**9. SUCCESSORS.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and the CBJ.

**10. 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.

**11. INSPECTION AND RETENTION OF RECORDS.** The CBJ may inspect, in the manner and at reasonable times it considers appropriate, Lessee's records and activities having any relevance to this agreement. Lessee shall retain financial and other records relating to the performance of this agreement for a period of six years, or until the resolution of any audit findings, claims or litigation related to the agreement.

**12. CONFLICT OF INTEREST.** Lessee warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this agreement. Lessee also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of

CBJ, and that it will not do so as a condition of this lease agreement. If the Lessee learns of any such conflict of interest, the Lessee shall without delay inform the CBJ and Borough Attorney or CBJ's representative for this lease agreement.

**13. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT.** Lessee 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 Lessee's sole responsibility to clearly identify any documents Lessee 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 Lessee, the CBJ will notify Lessee as soon as practicable prior to making any disclosure. Lessee 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 Lessee deems necessary in order to protect its interests. Should Lessee fail to notify the CBJ of its objection or to file suit, Lessee shall hold the CBJ harmless of any damages incurred by Lessee as a result of the CBJ disclosing any of Lessee's documents in the CBJ's possession. Additionally, Lessee may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

**14. 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.

**15. 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.

**16. WAIVER.** Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 5/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Shattuck and Grummett Insurance 301 Seward St.  Juneau AK 99801	<b>CONTACT NAME:</b> Toi Gile <b>PHONE (A/C No. Ext):</b> (907) 586-2414 <b>FAX (A/C No.):</b> (907) 586-3770 <b>E-MAIL ADDRESS:</b> toi@sginc.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Companies <b>INSURER B:</b> American Fire and Casualty Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
---	---

**COVERAGES** **CERTIFICATE NUMBER:** updated WC 16/17 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1395151	10/29/2015	10/29/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	PHPK1395151	10/29/2015	10/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XWA55953940	4/16/2016	4/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for Host Liquor Liability is included in the policy form. This Certificate is a representation of the named insured's coverage as of the date shown. Shattuck & Grummett Insurance makes no representation that these coverage's comply with or fully satisfy any insurance or indemnity requirements in any contract, written, oral, or implied.

<b>CERTIFICATE HOLDER</b>  City & Borough of Juneau Centennial Hall 101 Egan Drive Juneau, AK 99801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Teresa Young/TOI <i>Teresa R Young</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

**AMENDMENT # 1 TO LEASE AGREEMENT BETWEEN THE  
CITY AND BOROUGH OF JUNEAU AND THE GREATER JUNEAU ARTS AND  
HUMANITIES COUNCIL (2016-2021)**

**PART I: PARTIES**

This lease amendment is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “CBJ” or “Lessor,” and the Greater Juneau Arts and Humanities Council, a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska), hereafter “JAHC” or “Lessee.”

**PART II: LEASE BEING AMENDED**

This is Amendment # 1 to the underlying, original lease, with an effective date of July 1, 2016 and ending on June 30, 2021. This July 1, 2016 lease and all attachments thereto (“Lease”) are incorporated by this reference.

**PART III: LEASE AMENDMENT**

This amendment shall take effect on upon signature by the CBJ.

This amendment is premised on the declared public emergency caused by the COVID-19 pandemic. As the result of the pandemic, the CBJ invoked its emergency powers to suspend the lease agreement and reentered the facility to use it as a temporary shelter for the unsheltered population on March 17, 2020. As a result of the pandemic, all previously scheduled rentals and activities in the leased facility were ceased and will remain cancelled for the foreseeable future, excepting a long-term sublease by the approved sublessee Studio A. Lessee is currently without use of the leased facility as the result of the declared public health emergency.

In recognition of the impacts caused by the declared emergency, the Lease is amended as follows:

**DECLARED PUBLIC HEALTH EMERGENCY:**

As a result of the re-entry of the CBJ into the leased Facility, the CBJ agrees to pay to the JAHC the following:

Lease Payments: \$10,000 per month, beginning March 17, 2020. This amount is based upon the reported income related to rentals from prior years, excluding shop sales.

In addition, the parties agree to the following:

The JAHC agrees to the following terms during the public health emergency:

- Participate in regular EOC meetings about the use of Centennial Hall and the leased facility.
- Monitor the condition of the leased facility on a daily basis.
- Pay the regular utility bills associated with operating the JAHC/JACC.
- Work closely with the Shelter staff, operated by St. Vincent de Paul, to provide security and support as needed.

The CBJ agrees to the following:


- Keep JAHc regularly apprised of any changes in the status of the emergency or other community needs related to the facility to ensure that users have adequate notice for rescheduling.
- Work with St Vincent de Paul to manage the activities in the facility.
- Provide daily custodial staffing
- At the termination of the declared public health emergency, return the facility, equipment, and grounds to the JAHc thoroughly cleaned and ready for operations, including doing any repairs needed as a result of the City's use of the building.

This lease amendment shall cease upon written notice of the CBJ to the JAHc. Once terminated, the original Lease will resume as if unchanged and in full force and effect.

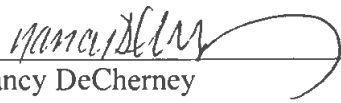
#### PART IV: AMENDMENT EXECUTION

CBJ and JAHc agree and sign below. This amendment is not effective until signed by the CBJ. JAHc represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding contract enforceable in accordance with its terms.

**CBJ:**

Date: September 1, 2020  
 By:   
 Duncan Rorie Watt  
 City and Borough Manager

**GREATER JUNEAU ARTS AND HUMANITIES COUNCIL:**

Date: 8/26/20  
 By:   
 Nancy DeCherney  
 Executive Director.

Approved as to content: Daniel Bleidorn, Lands Division

Approved as to form: Jeresa Bowen 8/27/2020, Law Department



**CITY & BOROUGH OF JUNEAU**  
155 S. Seward St., Juneau, Alaska 99801  
[Lands\\_Office@juneau.org](mailto:Lands_Office@juneau.org)

May 17, 2022

Juneau Arts & Humanities Council  
Nancy DeCherney  
Executive Director  
350 Whittier Street  
Juneau, AK 99801

Re: Notice of Intent to Cancel Lease Amendment #1

Dear Ms. DeCherney,

This letter shall constitute the City and Borough of Juneau's official written notice to terminate the attached Lease Amendment #1, signed on September 1, 2020, for the Juneau Arts and Culture Center.

The original Lease Agreement, effective July 1, 2016, will resume in full force and effect after the cancellation of Lease Amendment #1 and all conditions of the Lease Amendment #1 will cease.

Please contact the Lands Office at (907) 586-5252 or [Lands\\_Office@juneau.org](mailto:Lands_Office@juneau.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Duncan Rorie Watt'.

Duncan Rorie Watt  
City and Borough of Juneau Manager



(907) 586-0757  
Jill.Maclean@juneau.org  
www.juneau.org/CDD  
155 S. Seward Street • Juneau, AK 99801

June 21, 2022

**MEMO**

**To:** Chair Hale and Lands, Housing and Economic Development Committee Members

**CC:** Rorie Watt, City Manager  
Katie Koester, Director Engineering & Public Works

**From:** Jill Maclean, Director Community Development Department, AICP

A handwritten signature in blue ink, appearing to read 'Jill Maclean', is placed over the 'From:' line of the memo.

**RE:** CBJ Naming Policy (Streets, Subdivisions, Trails, Parks, etc.)

**Introduction**

Chair Hale requested information regarding CBJ's Naming Policy for elements such as streets, parks, areas of development, and so forth. Reviewing the naming policy is an action under Assembly Goals 2022, Goal 4. Community, Wellness, and Public Safety. The action states, *"Acknowledge and honor Juneau's indigenous culture, place names, naming policy, and recognize Elizabeth Peratrovich Day"*.

Below are the elements that typically fall under CBJ naming policy, and the policy associated with each element.

**Physical features** such as mountains, lakes, creeks, and rivers are named at the federal level by the U.S. Geological Survey in cooperation with the U.S. Board on Geographic Names.

**Subdivisions** are named by developers and approved by the Community Development Department (CDD) through the subdivision process in Title 49. Although Title 49 does not specify subdivision naming conventions, CDD does have discretion and a set of guidelines for naming subdivisions and legal lots.

**Street names** for new streets are typically named by developers and approved by CDD through the subdivision process in Title 49. Street naming is codified in CBJ 49.35.220, in addition to CDD discretion to avoid derogatory or unusually complex or long names.

Street names for existing streets can be changed through the Title 49 subdivision process, which requires a public hearing to allow public testimony and consideration for approval by the Planning Commission. This is a generally complicated process that involves consent from a majority of adjacent property owners.



**Parks, Trails, Buildings, areas, neighborhoods, etc.** do not have legal bearing similar to lot names, subdivisions, and streets. We are not aware of CBJ code relating to naming of these other entities, and they can likely be named by an appropriate governing body in a ceremonial manner. There are “geographic areas” within CBJ adopted by code, so name changes to geographic areas would have to be approved by ordinance.

### **General Information for Consideration**

Physical features, streets, and subdivisions/lots have a more stringent legal process pertaining to naming.

Changing street names is a more complicated process and a burden to property owners. It should only be considered if there is little to no burden on property owners or if it reduces risk to public safety, such as changing the name of duplicate street names or improving naming in a way that would potentially reduce delay for emergency responders.

Street name changes present the following challenges:

- Re-coding of 911 addressing and GIS information
- Property owners must change many legal documents associated with an address such as:
  - Mortgages, loans
  - Auto Insurance / Registration
  - Mailing addresses

In the past decade or so, there have been two street name changes:

- A section of “Whittier Street” adjacent to the Alaska Native Brotherhood (ANB) Hall was changed to “Warrior Street”. In this situation, there were no property addresses from that segment, and that segment of street did not align with the main segment of Whittier Street, making it a good candidate for a name change.
- A change from “Third Street” to “Whale Tail Court” in the valley airport area. In this situation, the street name eliminated one of three “Third or 3rd” street names, and it provided a solution for a complicated addressing scenario. There was only one other property owner addressed from the street segment, so there was little burden to other property owners.

### **Prior Assembly Activity**

Prior Assemblies sought to enact a naming policy, and have been unable to agree on the terms of such a policy. Ideas considered included a time period before a locale is named after a deceased person and protocols for how and when a traditional Native name is appropriate. This issue is also common to the School District.

### **Recommendation**

No staff recommendation at this time. Memo is provided for informational purposes for the Committee to determine next steps.

# Assembly Goals 2022

Assembly Goals set at  
December 4, 2021 retreat

## 1. Housing - Assure adequate and affordable housing for all CBJ residents

AA*	Implementing Actions	Responsibility	Notes:
A	P	Revise and improve Title 49 to facilitate housing	Assembly, Planning Commission, Manager's Office, CDD
B	P/F	Implement projects & strategies that advance the goals of the Housing Action Plan	Assembly, Manager's Office Sold the remaining Pederson Hill lots
C	P/F/O	Continue a robust use of the Affordable Housing Fund and its sustainability	Assembly, Manager's Office
D	P/F	Reduce barriers to downtown housing development	Assembly, Manager's Office, CDD

## 2. Economic Development - Assure Juneau has a vibrant, diverse local economy

AA*	Implementing Actions	Responsibility	Notes:
A	F/O	Update the Comprehensive Plan	Assembly, Planning Commission, Manager's Office, CDD
B	O	Adopt and implement strategies developed by the Visitor Industry Task Force to mitigate impacts & increase economic benefits of tourism	Assembly, Manager's Office, Docks & Harbors
C	P/F/O	Examine options for a tourism governing structure that mitigates impacts & increases economic benefits of tourism	Assembly, Manager's Office, Docks & Harbors
D	P/F/O/S	Implement project strategy for Juneau Economic Plan, including revitalizing downtown, with regular updates	Assembly, Manager's Office Disposed of CBJ property to Franklin Foods Finalized the former HHW property disposal to AKBrewing
E	F	Explore financing for the Capital Civic Center	Assembly, Manager's Office, Finance
F	P/F/S	Support Eaglecrest Summer Operations Task Force & self-sufficiency of Eaglecrest	Assembly, Manager's Office, Eaglecrest
G	P/F	Pursue and plan for West Douglas and Channel Crossing	Assembly, CDD, Planning Commission, Manager's Office

## 3. Sustainable Budget and Organization - Assure CBJ is able to deliver services in a cost efficient and effective manner that meets the needs of the community

AA*	Implementing Actions	Responsibility	Notes:
A	P/F	Develop strategy for fund balance and protect restricted budget reserve	Assembly, Manager's Office, Finance
B	P/F	Continue to evaluate sales tax structure including equity and evaluate removing sales tax on food	Assembly, Manager's Office, Finance
C	P	Long term strategic planning for CIPs	Assembly, Manager's Office, EPW
D	P/F	Reduce mil rate as appropriate	Assembly, Manager's Office, Finance
E	F/O	Allocate resources to implement Assembly goals	Assembly, Manager's Office, Finance
F	F/O	Maintain Assembly focus on deferred maintenance including BRH and JSD.	Assembly, Manager's Office, EPW, all operating departments with facilities

\*Assembly Action to Move Forward: P = Policy Development, F = Funding, S = Support, O = Operational Issue

## Assembly Goals 2022

Assembly Goals set at  
December 4, 2021 retreat

### 4. Community, Wellness, and Public Safety - Juneau is safe and welcoming for all citizens

	AA*	Implementing Actions	Responsibility	Notes:
A	P/O/S	Acknowledge and honor Juneau's indigenous culture, place names, naming policy, and recognize Elizabeth Peratrovich Day	Assembly, Manager's Office	
B	P/S	Explore government to government relations with tribes	Assembly, Manager's Office	
C	P/F/O	Examine social service funding levels and process	Assembly, Manager's Office	

### 5. Sustainable Community - Juneau will maintain a resilient social, economic, and environmental habitat for existing population and future generations.

	AA*	Implementing Actions	Responsibility	Notes:
A	P/O	Develop a zero waste or waste reduction plan	Assembly, Manager's Office, EPW, Finance	
B	P/O	Develop strategy to measure, track and reduce energy consumption.	Assembly, Manager's Office, all departments	
C	P/O/F	Implement projects and strategies that advance the goal of reliance on 80% of renewable energy sources by 2045	Assembly, Manager's Office, all departments	
D	P/F	Develop a climate change adaptation plan	Assembly, Manager's Office	
E	P/O/F	Develop strategy to reduce abandoned/junked vehicles	Assembly, Manager's Office, EPW, Law, P&R, D&H	

\*Assembly Action to Move Forward: P = Policy Development, F = Funding , S = Support, O = Operational Issue