

CITY OF ALAMEDA ORDINANCE NO. \_\_\_\_\_  
New Series

APPROVING A LEASE AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY TO IMPLEMENT THE TERMS OF A LEASE WITH NAVIGATOR SYSTEMS FOR SEVEN YEARS WITH AN ADDITIONAL FIVE YEAR OPTION IN BUILDING 14 LOCATED AT 1800 FERRY POINT AT ALAMEDA POINT

WHEREAS, Navigator Systems is one of the original tenants at Alameda Point executing their first lease in January 1997; and

WHEREAS, THE City wishes to encourage local artisans; and

WHEREAS, Navigator Systems is an incubator environment to provide productive, collaborative and promotional facilities for designers, craft workers, artists, engineers, musical instrument restoration specialists and light artisanal manufacturing; and

WHEREAS, the City has rights to lease this property. It represents a retention of an existing pursuant to a lease in furtherance of conveyance (LIFOC) where the federal government as owner authorize the City to lease the property to the LIFOC rests; and

WHEREAS, the City hopes to offer Navigators on an as-needed basis, space for outdoor activities and exhibits as Alameda Point becomes more populated and developed into a "gathering place" for residents and visitors; and

WHEREAS, the lease is for seven years with an additional five year option; and

WHEREAS, the premise is in Building 14 located at 1800 Ferry Point; and

WHEREAS, the annual base rent is \$89,880 for months one to twenty-four; \$92,124 for months twenty-five to thirty-six; \$94,428 for months thirty-seven to forty-eight; \$96,792 for months forty-nine to sixty-six; \$99,216 for months sixty-one to seventy-two and \$101,688 for months seventy-three to eighty-four; and

WHEREAS, the tenant shall pay all costs for services and utilities to the Premises as defined in the Lease; and

WHEREAS, the tenant shall pay all taxes (including possessory interest taxes) levied on or against the Premises or its personal property; and

WHEREAS, under the lease the tenant is not required to make a security deposit and the lease contains the standard insurance, indemnity, assignment and

termination clauses and compliant with the Lease in Furtherance of Conveyance (LIFOC).

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Alameda that by four affirmative votes that:

Section 1. The City Manager of the City of Alameda or his designee is hereby authorized to negotiate, execute, for and on behalf of the City of Alameda, a lease with Navigator Systems for seven years with an additional five year option in Building 14 located at 1800 Ferry Point at Alameda Point, subject to such technical or clarifying revisions as are reasonably determined necessary by the City Manager and approved by the City Attorney, and the City Clerk is hereby authorized and directed to attest to the same.

Section 2. If any section, subsection, sentence, clause, or phrase of this ordinance, for any reason, is held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council of the City of Alameda hereby declares that it would have passed this ordinance, and each section, subsections, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases are declared to be invalid and unconstitutional.

Section 3. This ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

---

Presiding Officer of the City Council

Attest:

---

Lara Weisiger, City Clerk

\* \* \* \* \*

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the 1<sup>st</sup> day of April, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 2nd day of April, 2014.

---

Lara Weisiger, City Clerk  
City of Alameda