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Presented by: The Manager
Introduced:
Drafted by: J.W. Hartle

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2008-37

An Ordinance Authorizing the Manager to Execute a Lease of the Mayflower Building and Grounds to the Juneau Montessori Center, Inc., to Include Expansion of the Playground and Use of the Adjoining CBJ Parking Lot.

WHEREAS, the Juneau Montessori Center, Inc., (Montessori) is a nonprofit organization providing education and child care services; and

WHEREAS, Montessori has been leasing from the City and Borough since 1992, approximately 5,086 square feet of space known as the Mayflower Building, and including 14,816 square feet of Lots 12 and 25 of Block 32, of the Tyee 2nd Millsite Addition, Douglas Townsite, (the “Premises”) as shown on Exhibit A; and

WHEREAS, Montessori proposes to expand the existing playground within the lease boundary, and to make the playground available for public use when Montessori is not in session; and

WHEREAS, expansion of the existing playground will displace parking and vehicular circulation currently provided within the lease boundary; and

WHEREAS, Montessori proposes to utilize the adjoining CBJ parking lot for parking and vehicular circulation; and

1 WHEREAS, on August 5, 2008, the CBJ Parks and Recreation Advisory Committee
2 reviewed the request from Montessori to utilize the adjoining parking lot, and
3 recommended approval, as the subject parking lot is under-utilized during weekday
4 hours and Montessori use would not conflict with Robert Savikko Recreation Area
5 operations.

6
7 NOW, THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF
8 JUNEAU, ALASKA:

9 **Section 1. Classification.** This is a noncode ordinance.

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11 **Section 2. Authorization.** The manager is authorized to negotiate and execute
12 a lease of the Premises to Montessori subject to the following essential terms and
13 conditions:

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15 (A) Term. The lease term shall be for a period of 5 years;

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17 (B) Renewal Option. The manager may negotiate any number of lease term
18 extensions totaling no more than 5 years;

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20 (C) Adjustment of Rental. The City and Borough may adjust the rent to reflect
21 changes in fair market value of the Premises at the time each renewal option is
22 exercised;

23
24 (D) Use of Premises. Montessori shall use the Premises solely for the operation of
25 an elementary school, day care facility, and caretaker residence;

1 (E) Hold Harmless. Lessee shall indemnify, defend, and hold harmless the City
2 and Borough and its officers and employees for any claims related to or arising out of
3 the Applicant's use, operation, or maintenance of the leased property, equipment, and
4 improvements, or any further development of the leased property or improvements by
5 the Applicant; and

6
7 (F) Other Terms and Conditions. The Manager may include other lease terms and
8 conditions as he determines to be in the public interest.

9
10 **Section 3. Effective Date.** This ordinance shall be effective 30 days after its
11 adoption.

12 Adopted this day of 2008.

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14
15 _____
Bruce Botelho, Mayor

16 Attest:

17
18 _____
Laurie J. Sica, Clerk