

Presented by: The Manager  
Introduced: 03/23/98  
Drafted by: J.R. Corso

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

Serial No. 1922

### **A Resolution Authorizing the Manager to Convey Portions of Lots 1, 2, 3, 4, 6, and 7, Block 22, Townsite of Juneau to the State of Alaska.**

WHEREAS, CBJ 53.09.610 provides that the sale of municipal land or resources may be made to a state agency for less than the appraised value provided the assembly approves the terms and conditions of such disposal by resolution, and

WHEREAS, the State of Alaska has proposed to purchase, portions of Lots 1, 2, 3, 4, 6, and 7, Block 22, Townsite of Juneau, otherwise know as the Capital School site, for legislative purposes, and

WHEREAS, the Assembly after review by the Planning Commission, adopted Ordinance 98-04 rezoning the property to allow the proposed use by the State of Alaska, and

WHEREAS, the Planning Commission at its meeting of August 26, 1997 reviewed and recommended in favor of the proposed land transfer, and

WHEREAS, the terms and conditions of the sale were approved by the Assembly at its meeting of February 9, 1998;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

**Section 1.** The Manager is authorized and directed to convey portions of Lots 1, 2, 3, 4, 6, and 7, Block 22, Townsite of Juneau to the State of Alaska in accordance with the terms and conditions set forth in the deed attached as Exhibit "A" and the transfer agreement attached as Exhibit "B".


## ADDENDUM - A

The Council agrees that the use and control of the gymnasium located within the Capital School will remain with the City after the City has transferred title to Capital School to the Council, subject to the following terms and conditions:


1. The Council will provide heat, light, water, sewer, and snow removal at no cost to the City.
2. The City will provide all necessary maintenance services, including janitorial services for the gymnasium, bathrooms, entrances, or hallways used by the public in conjunction with the gymnasium.
3. The City agrees to maintain liability insurance coverage for the gymnasium in the same manner as provided for other recreational facilities owned by the City.
4. The City agrees that the use and control of the gymnasium does not create any right to use other parts of the building including office space or parking space.
5. The City agrees not to charge the Council for legislative use of the gymnasium.
6. The Legislature will have exclusive use of the gymnasium Monday, Wednesday, Friday, and Saturday when the Legislature is in session or special session. The City will be responsible for scheduling activities in the gymnasium when the Legislature does not have exclusive use and agrees to provide notice of activities to the building manager. Except as authorized by the building manager, activities likely to create noise incompatible with legislative office work may not be scheduled during the following times:
  - a. Monday through Friday --- 8 am to 4:30 pm, when the Legislature is not in session;
  - b. Tuesday, Thursday, and Sunday --- 8 am to 5 pm, when the Legislature is in session, except as provided under (c) of this paragraph; and
  - c. Tuesday, Thursday, and Sunday --- 8 am to 6 pm during the last month of any session of the Legislature or during a special session of the Legislature;

**Section 2. Effective Date.** This resolution shall be effective immediately upon adoption.

Adopted this 23<sup>rd</sup> day of March, 1998.

  
Dennis Egan, Mayor

Attest:

  
Marian J. Miller, Clerk