Presented by: The Manager Introduced: 07/20/92 Drafted by: S.B.G.

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

## Serial No. 1584

A RESOLUTION AUTHORIZING THE MANAGER TO NEGOTIATE AND ENTER INTO A LEASE OF THE MAYFLOWER BUILDING WITH THE JUNEAU MONTESSORI CENTER.

WHEREAS, the city and borough has solicited proposals for the lease of the Mayflower Building in Douglas, and

WHEREAS, the Juneau Montessori Center was the only organization that submitted a lease proposal, and

WHEREAS, it is in the interests of the city and borough to have a long-term tenant lease the Mayflower Building to help pay for needed renovations, and

WHEREAS, the use of the Mayflower Building for an elementary school and day care center as proposed by the Juneau Montessori Center is complementary to the adjacent park use and is a welcome addition to the Douglas community, and

WHEREAS, the Assembly Lands Committee reviewed and approved the Mayflower lease proposal at its meeting on June 24, 1992;

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

- \* Section 1. <u>Authorization</u>. The manager is authorized to negotiate and enter into a lease of the Mayflower Building located on portions of Lots 12 and 25, Block 38, Douglas, with the Juneau Montessori Center.
- \* Section 2. <u>Term</u>. The lease shall be for a term of up to five years.
- \* Section 3. Rent. The rent shall be \$1,500 per month for the first year, \$2,000 per month for years two and three, and shall be subject to adjustment in years four and five in accordance with the average of changes in the Anchorage and Seattle Consumer Price Index. Funds received from any rent adjustment in years four and five may, at the option of the city and borough, be applied towards scholarships for low income children to attend the Juneau Montessori Center.

- \* Section 4. <u>Utilities and Services</u>. The Juneau Montessori Center will be responsible for the payment of electricity, water, sewer, garbage, and janitorial services, provided that the Foodbank will be responsible for its prorata share of the electrical costs in accordance with the agreement between the Foodbank and the city and borough.
- \* Section 5. Repairs. The city and borough will be responsible for undertaking interior and exterior repairs in accordance with the Mayflower Building renovation plan dated June 1992. The city and borough may elect to grant the necessary funds to the Juneau Montessori Center to complete portions of the work. The Assembly hereby expresses its intent to provide sufficient funding to complete the exterior repairs by August 1993.
- \* Section 6. Other Terms and Conditions. The manager may include in the lease other terms and conditions as are determined to be in the public interest.
- \* Section 7. <u>Effective Date</u>. This resolution shall be effective immediately upon adoption.

Adopted this 20th day of July, 1992.

Mayor

Attest: