

Presented by: The Manager
Presented: 7/29/2024
Drafted by: S. Layne

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2024-27

An Ordinance Authorizing the Manager to Execute a Lease of the Mayflower Building located at 750 Saint Ann’s Ave to the Juneau Montessori School, an Alaskan Non-Profit Corporation.

WHEREAS, the Juneau Montessori School (“Montessori”) is a non-profit organization (Entity #34833D) providing education to the children of the City and Borough of Juneau; and

WHEREAS, Montessori has been leasing property for its school from the City and Borough since 1992; and

WHEREAS, pursuant to Ordinance 2008-37, the City and Borough executed a lease with Montessori allowing for Montessori’s use of the Mayflower Building and an additional 14,816 square feet of Lots 12 and 25 of Block 32 of the Tye 2nd Millsite Addition, Douglas Townsite with an address of 750 Saint Ann’s Ave; and

WHEREAS, Ordinance 2014-44 authorized the continuation of the lease to Montessori for up to 10 years; and

WHEREAS, the fair market rental value of the proposed lease premises is \$3,255 per month; and

WHEREAS, CBJC 53.09.270(b) authorizes the lease of City and Borough property to a private, nonprofit corporation at less than fair market value provided the lease is approved by the Assembly and the property to be leased is used for the purpose of providing a service to the public that could or should reasonably be provided by the state or the City and Borough; and

WHEREAS, the Lands, Housing, and Economic Development Committee reviewed this lease request at the April 15, 2024, meeting and provided a motion of support to the full Assembly to continue leasing the property to Montessori for less than fair market with the increased rate of \$2,200 per month.

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

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

1 **Section 2. Authorization.** The manager is authorized to negotiate and execute a
2 lease with Montessori of approximately 5,086 square feet of space known as the Mayflower
3 Building and 14,816 square feet of Lots 12 and 25 of Block 32 of the Tyee 2nd Millsite Addition,
4 Douglas Townsite as shown on Exhibit A, subject to the following essential terms and
5 conditions:

6
7 (A) Term. The lease term shall be for a period of five years.

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9 (B) Renewal Options. The manager may negotiate any number of lease term
10 extensions, provided that the extensions total no more than five additional years after the
11 original lease term.

12
13 (C) Adjustment of Rental. The City and Borough may adjust the rent to reflect
14 changes in fair market value at the time each renewal option is exercised, except the Assembly
15 must approve any adjustment that results in a rental amount at less than fair market value.

16
17 (D) Use of Premises. Montessori shall use the leased premises solely for the
18 operation of an elementary school and day care facility.


19
20 (E) Hold Harmless. The lease agreement shall provide that Montessori indemnify,
21 defend, and hold harmless the City and Borough, its officers, volunteers, and employees for
22 any claim related to or arising out of Montessori's use, operation, or maintenance of the leased
23 premises.

24
25 (F) Rent. Consistent with CBJC 53.09.270(b), rent shall be \$2,200 per month, an
26 amount less than the fair market value, for the initial five-year term.


27
28 (G) Other terms and conditions. The manager may include other lease terms and
29 conditions as the manager determines to be in the public interest.

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31 **Section 3. Effective Date.** This ordinance shall be effective 30 days after its
32 adoption.

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34 Adopted this 19th day of August , 2024.

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Beth A. Weldon, Mayor

Attest:


Elizabeth J. McEwen, Municipal Clerk

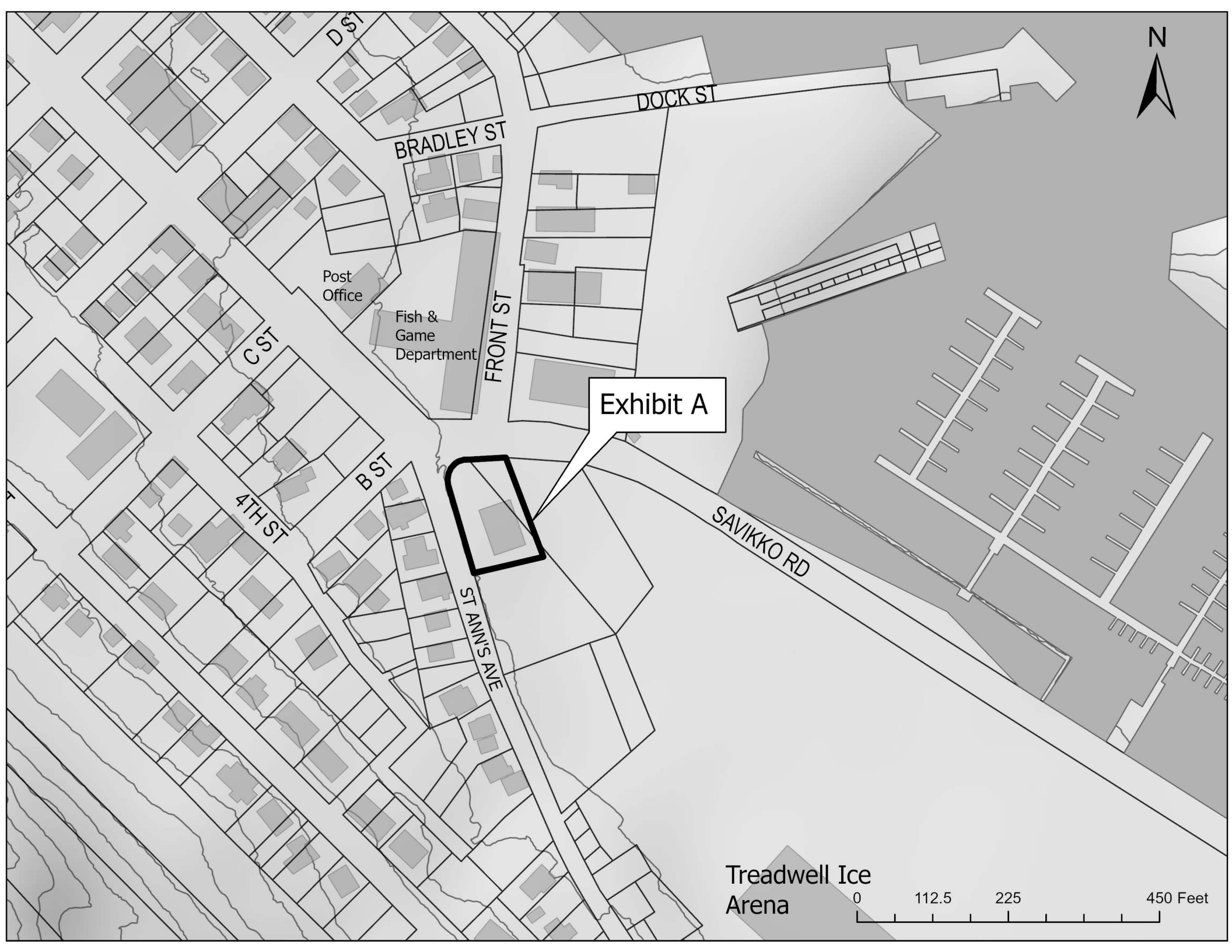
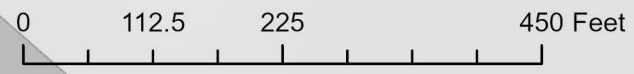
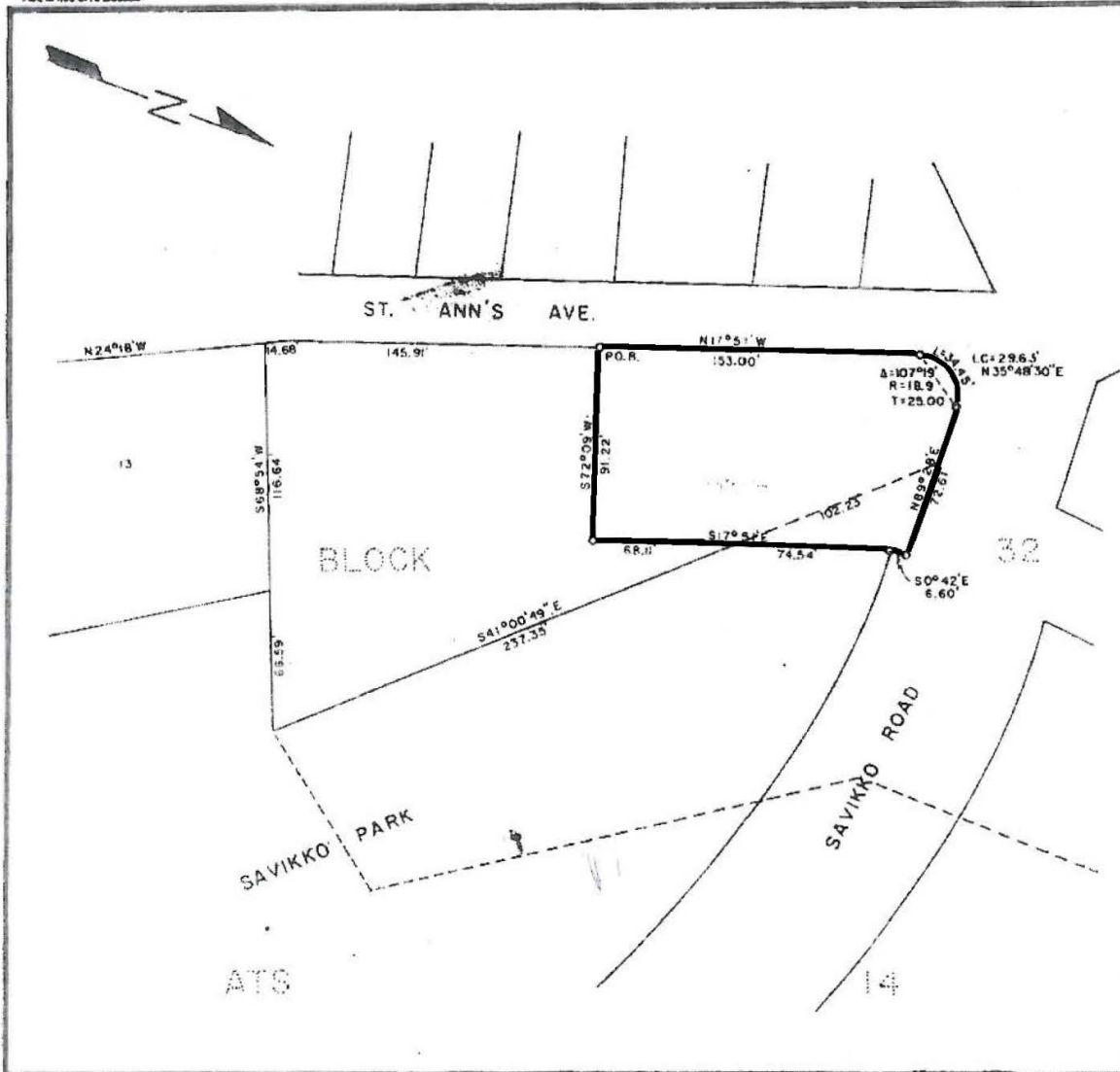


Exhibit A

Treadwell Ice
Arena





LEGAL DESCRIPTION

A portion of Lots 12 and 25 of Block 32 of Tye and Millsite Addition of the Douglas Townsite, in accordance with Plat No. 262 as recorded July 26, 1960, and Plat No. 73-10, as filed in the First Judicial District, State of Alaska, more particularly described as:

Commencing at the southwest corner of said Lot 12, also being the northwest corner of Lot 13 of said Block 32; thence N 24°18' W, 14.68 feet; thence N 17°51' W, 145.91 feet to the point of beginning; thence N 72°09' E, 91.22 feet; thence N 17°51' W, 112.65 feet parallel with the west side of said Lot 12; thence N 8°42' W, 6.60 feet; thence S 89°28' W, 72.61 feet to the P.C. of a curve to the left, said curve having a radius of 18.39 feet and Δ of 107°19'00" along chord - 29.63', S 35°48'30" W); thence southwesterly 34.45 feet along said curve; thence S 17°51' E, 153.00 feet to the point of beginning.

Containing 14,816 square feet, more or less.

<p>MAYFLOWER LEASE LOT 12A, A PORTION OF LOT 12, BLOCK 32 & SAVIKKO PARK, TYE & MILLSITE ADDITION DOUGLAS TOWNSITE</p>		
<p>CITY AND BOROUGH OF BREIDENBACH ENGINEERING DIVISION 155 SOUTH SEWARD STREET JUNEAU, ALASKA 99801</p>		
<p>DWN. TAW DATE: 11-9-81</p>	<p>CHK. ATB DATE: 11-9-81</p>	<p>SCALE: 1" = 50' SHEET: 1 OF 1</p>
<p>DATE: 11-9-81</p>		

MAYFLOWER LEASE EXHIBIT A CBJ Ordinance No. 2014-44