

Presented by: COW
Presented: 11/23/2020
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2020-58

An Ordinance Authorizing the Manager to Lease the Property at a Fraction of U.S. Survey 381, Located at 9290 Hurlock Avenue, to Tlingit Haida Regional Housing Authority for Youth Services.

WHEREAS, Juneau Youth Services notified the City and Borough of Juneau (CBJ) in November of 2017, that it no longer had need for the facility located at 9290 Hurlock Avenue; and

WHEREAS, Ordinance 2018-42 authorized the sale of the Hurlock property to Alaska Legacy Partners for an assisted senior living center; and

WHEREAS, in 2020, Alaska Legacy Partners contacted the CBJ to pursue reconveyance of the Hurlock property back to CBJ at no cost to the CBJ, as Alaska Legacy Partners had not pursued development of the assisted senior living center; and

WHEREAS, CBJ staff recognized that the Hurlock facility had long served an important community purpose; and

WHEREAS, the Hurlock facility served the community as youth housing for 52 years, fulfilling a community purpose to provide shelter for vulnerable children and young adults; and

WHEREAS, pursuant to A.S. 18.55.995-998, Tlingit Haida Regional Housing Authority (THRHA) is a public corporation, akin to a government agency for the purpose of CBJC 53.09.270(a); and

WHEREAS, the CBJ and the THRHA share a desire to improve services to youth and partner with the Zach Gordon Youth Center to provide youth services.

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

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

Section 2. Authorization to Lease. Upon the City and Borough of Juneau receiving title to the property at 9290 Hurlock Avenue and more specifically identified as

1 A fraction of U.S. Survey 381, Juneau Recording District, First Judicial
2 District, State of Alaska containing approximately 36,122 square feet,
3 and shown on the attached Exhibit A map;

4 the Manager is authorized to lease the property to Tlingit Haida Regional Housing Authority
5 pursuant to a lease agreement. In addition to the minimum terms and conditions required by
6 CBJC 53.20.190, the lease is subject to the following essential terms and conditions:

- 7 (A) Use of Premises. THRHA shall use the property solely for provision of youth services,
8 like operation of an assisted living center for youth emergency housing and rapid
9 rehoming. THRHA is solely responsible for all improvements, maintenance, and
10 obtaining all permits and approvals.
- 11 (B) Term and Renewal. The lease shall be for a term of five years, with the option to renew
12 for two additional five-year terms.
- 13 (C) Rent. Pursuant to CBJC 53.09.270(a), rent shall be \$100 per year, an amount less
14 than market value.
- 15 (D) Hold Harmless. The lease agreement shall provide that Tlingit Haida Regional
16 Housing Authority indemnify, defend, and hold harmless the CBJ, its officers, and
17 employees for any claim related to or arising out of its usage, operation, maintenance,
18 or improvement of the lease premises.
- 19 (E) Other Terms and Conditions. The Manager may include other lease terms and
20 conditions as the Manager determines to be in the public interest.

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

22 Adopted this _____ day of _____, 2020.

23 _____
24 Beth A. Weldon, Mayor

25 Attest:

Elizabeth J. McEwen, Municipal Clerk