

Presented by: The Manager
Introduced: 09/16/19
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2019-38

An Ordinance Amending Ordinance No. 87-28 Vacating the Reversion Clause Relating to the Conveyance Agreement and Quit Claim Deed for Property Located at 1968 Lemon Creek Road, Further Described as Lot 20, Block D, Glacier View Subdivision.

WHEREAS, JAMHI Health & Wellness, Inc, is a nonprofit corporation that provides health and wellness services, especially mental health and support services for the benefit of the community; and

WHEREAS, the City and Borough of Juneau granted a quitclaim deed (Book 289 Page 628) on July 30, 1987, for the property known as Lot 20, Block D, Glacierview Subdivision, Juneau Recording District, that included a reversion clause.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Amendment of Ordinance 87-28. Ordinance 87-28, attached as Exhibit 1, is amended by repealing and vacating the reversion clause in Section 2(a).

Section 3. Manager Authorization. In exchange for JAMHI Health & Wellness, Inc.'s assurance that it will continue to provide health and wellness services, especially mental health and support services for the benefit of the community, the Manager is authorized to execute a revised quitclaim deed that does not have a reversion clause.

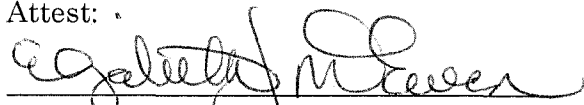
Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 14th day of October, 2019.



Beth A. Weldon, Mayor

Attest: •



Elizabeth J. McEwen, Municipal Clerk

Ordinance 2019-38 Exhibit 1

Presented by: The Manager
Introduced: 04/20/87
Drafted by: C.J./S.J.F.

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 87-28

AN ORDINANCE AUTHORIZING THE MANAGER TO CONVEY LOT 20, BLOCK D, GLACIER VIEW SUBDIVISION, TO THE JUNEAU ALLIANCE FOR THE MENTALLY ILL (JAMI) AT NO COST FOR THE SOLE PURPOSE OF PROVIDING APARTMENT FACILITIES FOR JAMI'S SEMI-INDEPENDENT CLIENTS.

WHEREAS, the Juneau Alliance for the Mentally Ill (JAMI), a private, - nonprofit corporation, seeks title to a four-plex building located at 1968 Lemon Creek Road, described as Lot 20, Block D, Glacier View Subdivision (hereinafter referred to as "the property"), for the purpose of providing apartment facilities for JAMI's semi-independent clients, and

WHEREAS, on July 8, 1986, the Assembly approved the expenditure of Community Development Block Grant (CDBG) funds to acquire housing for the mentally ill, such housing program to be operated by JAMI, and

WHEREAS, on February 23, 1987, JAMI formally requested the city to purchase the property, and

WHEREAS, on March 10, 1987, the city received title to the property, and

WHEREAS, the Assembly Lands Committee, at its meeting on February 24, 1987, and the Planning Commission, at its meeting on March 24, 1987, recommended approval of the conveyance of the property to JAMI, with certain conditions, and

WHEREAS, the property to be conveyed will be used by JAMI solely for the purpose of providing a mental health service to the public which service is supplemental to governmental mental health services which could or should reasonably be provided by the state or the city and borough;

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.

Ordinance 2019-38 Exhibit 1

* Section 2. Pursuant to CBJ 53.09.260 and 53.09.610(b), which allows for the disposal of municipal land to private nonprofit corporations at less than market value, and notwithstanding Resolution Serial No. 1042, which states property will not be sold or given to a private, nonprofit corporation at less than market value, the manager is authorized to execute the conveyance of Lot 20, Block D, Glacier View Subdivision, to JAMI, at no cost, for the purpose of providing and operating apartment facilities for JAMI's semi-independent clients, subject to the following conditions:

(a) The deed whereby the city and borough conveys the property to JAMI shall contain a reversion clause allowing title to revert back to the city and borough, at the city and borough's option, should JAMI cease to use the property for the purpose set forth hereinabove. The reversion clause shall provide that in the event the title to property reverts to the city and borough, title to any improvements made to the property by JAMI shall vest with the city and borough, at the option of and at no cost to the city and borough.

(b) The deed whereby the city conveys the property to JAMI shall contain a clause referencing the "Conveyance Agreement" described in Section 2(c) hereinbelow.

(c) As a condition precedent to the city and borough executing the deed conveying the property to JAMI, the city and borough and JAMI shall enter into a "Conveyance Agreement" which shall contain the following conditions:

(1) JAMI's use of the property is limited to providing and operating an apartment facility for its semi-independent mentally-ill clients.

(2) The property shall not be used by JAMI as collateral to secure a debt without the prior written consent of the city and borough.

(3) JAMI shall be responsible for all insurance and maintenance costs associated with the property.

(4) The city and borough, its officers, employees, and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, property, or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of JAMI, or by any of JAMI's officers, employees, agents, representatives, contractors, or subcontractors in the

Ordinance 2019-38 Exhibit 1

operation, use, or management of the property, and JAMI further agrees to appear and defend, and to indemnify and save free and harmless the city and borough, its officers, employees, and agents from and against any of the foregoing claims, liabilities, penalties, fines, or damages, whether or not valid, and for any cost and expense, including reasonable attorney's fees, incurred by the city and borough, its officers, employees, or agents on account of any claim therefor.

(5) JAMI shall relinquish permit CU-24-86 allowing a group home to be located on Montgomery Street, prior to transfer of title to the property.

(6) JAMI shall not place any client in the four-plex located on the property who has any medical or criminal history showing a pattern of violence which would cause JAMI to deem the client a threat to the residents of the neighborhood.

(7) Any other terms and conditions that the manager determines to be in the best interests of the city and borough.

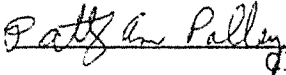
* Section 3. Effective Date. This ordinance shall be effective thirty days after its adoption.

Adopted this 4th day of May, 1987.



Mayor

Attest:



Clerk