

**ANCHORAGE, ALASKA  
AR No. 2023-348**

1 **A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING**  
2 **AN AGREEMENT BETWEEN SOLID WASTE SERVICES AND ANCHORAGE**  
3 **HEALTH DEPARTMENT FOR THE USE OF THE FORMER SOLID WASTE**  
4 **SERVICES ADMINISTRATIVE BUILDING LOCATED AT 1111 E 56TH AVENUE,**  
5 **TO BE USED BY THE ANCHORAGE HEALTH DEPARTMENT FOR**  
6 **EMERGENCY COLD WEATHER SHELTER OPERATIONS AS A CONGREGATE**  
7 **HOMELESS SHELTER.**

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8  
9 **WHEREAS**, the Municipality of Anchorage recognizes the fundamental importance  
10 of protecting and preserving the health, life, and safety of all individuals within the  
11 community; and

12  
13 **WHEREAS**, The Municipality of Anchorage recognizes the increasing need for  
14 emergency cold weather shelters and assistance for the population of people  
15 experiencing homelessness during the cold weather months; and

16  
17 **WHEREAS**, on September 7<sup>th</sup> Solid Waste Services opened a new Central Transfer  
18 Facility located at 1208 E. 56<sup>th</sup> Avenue vacating the previous central transfer station  
19 located at 1111 E. 56<sup>th</sup> Avenue; and

20  
21 **WHEREAS**, Solid Waste Services has determined that the approximate ongoing  
22 costs to the utility of ownership and maintenance of the former Solid Waste Services  
23 Administrative Building located at 1111 E. 56<sup>th</sup> Avenue is \$10,150.50 per month;  
24 and

25  
26 **WHEREAS**, The Anchorage Health Department would like to use this facility to  
27 stand up a low barrier emergency cold weather congregate shelter and provide  
28 essential services to those in need; and

29  
30 **WHEREAS**, The Anchorage Health Department has engaged in competitive  
31 process to select a contractor and has awarded Henning Inc to operate the low  
32 barrier emergency cold weather congregate shelter and to provide essential  
33 services; and

34  
35 **WHEREAS**, the conversion of the former Solid Waste Services Administrative  
36 Building into an Emergency Cold Weather Shelter aligns with the Municipality's goal  
37 to provide safe and compassionate support for the homeless community during  
38 harsh weather conditions; and

39  
40 **WHEREAS**, the Solid Waste Services Administrative Building can provide shelter  
41 for up to 150 individuals in a congregate setting; and

42  
43 **WHEREAS**, the Municipality commits to focus on achieving functional zero through

1 housing individuals experiencing homelessness and supporting existing shelters,  
2 prevention and housing programs in Anchorage; and

3  
4 **WHEREAS**, the proposed congregate shelter will follow a “Housing First” approach  
5 that prioritizes permanent housing to people experiencing homelessness, thus  
6 ending their homelessness and serving as a platform from which they can pursue  
7 personal goals and improve their quality of life; and

8  
9 **WHEREAS**, the Municipality commits to support the community’s goal of reaching  
10 functional zero, which is a milestone that indicates a community has measurably  
11 ended homelessness for a population and that success is measured by whether  
12 they are driving population-level reductions in homelessness;

13  
14  
15 **NOW, THEREFORE, THE ANCHORAGE ASSEMBLY RESOLVES:**

16  
17 **Section 1.** The agreement between Solid Waste Services and Anchorage Health  
18 Department for the use of the former Solid Waste Services administrative building  
19 located at 1111 E 56th Avenue, to be used by the Anchorage Health Department  
20 for emergency cold weather shelter operations as a congregate homeless shelter is  
21 hereby authorized for a term of six and one-half (6.5) months commencing on  
22 October 16, 2023 and ending on April 30, 2024 with a two week post operational  
23 period to allow for cleaning and final walk through at a rental rate of \$10,150.50 per  
24 month.

25  
26 **Section 2.** This Ordinance shall become effective immediately upon passage and  
27 approval by the Anchorage Assembly.

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29  
30 PASSED AND APPROVED by the Anchorage Assembly this 12<sup>th</sup> day of  
31 October 2023.

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33  
34  
35 \_\_\_\_\_  
36 Chair of the Assembly

37 ATTEST:

38  
39  
40 \_\_\_\_\_  
41 Municipal Clerk  
42



# MUNICIPALITY OF ANCHORAGE

## Assembly Memorandum

No. AM 793-2023

Meeting Date: October 12, 2023

1 **FROM: MAYOR**

2  
3 **SUBJECT: A RESOLUTION OF THE ANCHORAGE MUNICIPAL**  
4 **ASSEMBLY APPROVING AN AGREEMENT BETWEEN SOLID**  
5 **WASTE SERVICES AND ANCHORAGE HEALTH DEPARTMENT**  
6 **FOR THE USE OF THE FORMER SOLID WASTE SERVICES**  
7 **ADMINISTRATIVE BUILDING LOCATED AT 1111 E 56TH**  
8 **AVENUE, TO BE USED BY THE ANCHORAGE HEALTH**  
9 **DEPARTMENT FOR EMERGENCY COLD WEATHER SHELTER**  
10 **OPERATIONS AS A CONGREGATE HOMELESS SHELTER.**

11  
12 AHD requests approval of an inter-department agreement between the  
13 Anchorage Health Department (AHD) and Solid Waste Services (SWS) for use of  
14 the former SWS Administrative building located at 1111 E. 56<sup>th</sup> avenue. This  
15 agreement represents a collaborative effort to address the pressing need for  
16 emergency cold weather shelter services in our community. The key provisions  
17 of this agreement are as follows:

18  
19 The agreement involves the Anchorage Health Department (AHD) and Solid  
20 Waste Services (SWS). The agreement term will commence on October 12,  
21 2023, and conclude on April 30, 2024, with an additional two weeks allocated for  
22 cleaning and a final walkthrough of the facility.

23  
24 AHD has agreed to pay \$10,150.50 per month to SWS, covering the operational  
25 costs that SWS would otherwise incur.

26  
27 The facility will be repurposed as a low barrier emergency cold weather  
28 congregate shelter, addressing the urgent need for shelter services during the  
29 winter months. The chosen contractor will be responsible for operating the  
30 shelter on behalf of AHD. Henning Inc. was the successful bidder and the  
31 contract is pending approval by the Anchorage Assembly.

32  
33 This initiative represents a proactive response to the needs of our community,  
34 ensuring that individuals experiencing homelessness have a safe and supportive  
35 place to seek refuge during the upcoming winter season.

36  
37 Prepared by: Alexis Johnson, AHD, Housing & Homeless  
38 Coordinator

39 Recommended by: Kimberly Rash, Acting Director, AHD

40 Recommended by: Evalu Filitaula, Acting Director, SWS

- 1 Concur: Tiffany Briggs, Real Estate Director
- 2 Concur: Kent Kohlhase, P.E., Municipal Manager
- 3 Respectfully submitted: Dave Bronson, Mayor

## LEASE AGREEMENT

THIS USE AGREEMENT (herein “Agreement”), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **SOLID WASTE SERVICES** (herein “SWS”), and the **ANCHORAGE HEALTH DEPARTMENT**, (herein “AHD”), both being Departments of the Municipality of Anchorage.

In consideration of the mutual covenants contained herein, the parties to this Agreement agree as follows:

1. **PREMISES.** SWS does hereby convey unto AHD, and AHD does hereby hire and take from SWS, those Premises known as the SWS Admin/Warm Storage building (herein “Demised Premises”) located at **1111 E. 56<sup>th</sup> Avenue, Anchorage, Alaska.**
2. **TERM.** The term of this Agreement shall be for **approximately six and a half (6.5) months** commencing on **October 16, 2023** and ending on **April 30, 2024**, subject to annual appropriation of funds.
3. **RENT.** AHD covenants and agrees to pay SWS a rent of \$10,150.50 (Ten Thousand One Hundred Fifty Dollars and Fifty Cents) per month throughout the term of the Agreement. Said rent is to be paid monthly to SWS through the system intergovernmental charges to other.
4. **ALTERATIONS, INSTALLATIONS, REMOVAL OF EQUIPMENT AND FURNISHINGS.**
  - a) AHD agrees not make any alterations to the Demised Premises without prior written consent of SWS, which consent shall not be withheld unreasonably. However, AHD shall have the right, without prior consent of SWS, to install equipment and furnishings as may be convenient for the conduct of its business.
  - b) All equipment and furnishing constructed or installed in the Demised Premises at the expense of AHD shall be the property of AHD and may be removed by AHD upon termination of the Agreement or at any time prior thereto. However, the cost of repairing any damage or disfigurement to the Demised Premises cause by such removal by AHD shall be borne by AHD.
  - c) Upon vacation of the Demised Premises, AHD shall remove all equipment and furnishings that AHD installed. Any of the same not

removed by AHD upon its vacation of the Demised Premises shall be deemed abandoned and shall become property of SWS, in which case AHD shall be liable for removal cost.

5. MAINTENANCE AND REPAIRS. AHD shall be responsible for all minor building and grounds maintenance. SWS shall be responsible for all major building maintenance. AHD shall maintain, in a neat and orderly condition, the Demised Premises. AHD shall keep the Demised Premises clean and free from all ashes, trash, dirt, refuse matter and chemicals and caustic substances which could cause any damage to the premises. AHD shall keep all waste and drain pipes open, and all litter and trash in proper containers. AHD shall be responsible to return the improvements to the SWS in the same condition as they exist on October 15, 2023, excepting reasonable and ordinary wear.

6. RIGHT OF ENTRY. SWS, with prior approval of AHD, shall have the right to enter the Demised Premises at all reasonable times for the purpose of performing its obligations as stated in this agreement, as may be appropriate for the safety and preservation thereof, including the making of repairs to the building of which the same is a part. SWS agrees insofar as reasonably practicable not to interfere with the use and enjoyment of the premises by AHD. AHD shall have total control of building access and security.

7. ASSIGNMENT OR SUBLETTING. AHD shall not assign or sublet this Agreement without the prior written consent of SWS, which consent shall not be withheld unreasonably.

8. SERVICES AND UTILITIES. AHD shall be responsible and pay for all utilities to include but not limited to electricity, gas, water, sewer, refuse, janitorial service, snow removal, fire sprinkler and fire alarm system monitoring and maintenance, and all other charges incidental to the operation of AHD's business or the maintenance of the premises, including any deposits required, together with any applicable sales taxes.

9. INDEMNITY. AHD shall indemnify and hold SWS harmless from any claim, action or demand deemed arising from any act of omission of SWS or SWS's agents, employees, invitees or contractors; unless the claim, action or demand arises from SWS's breach of any covenant, term or condition of this Agreement to be observed or performed by SWS, in which case SWS shall indemnify and hold AHD harmless from the claim, action or demand.

10. DEFAULT BY AHD. Should AHD default in any monthly rent or other monies provided thereunder to be paid by AHD, or violate any other covenants of this Agreement, SWS, at its option, may terminate and cancel this Agreement after thirty (30) days written notice to AHD, provided that the default or other violation is not corrected during said period and AHD has not, withing thirty (30) days after such determination, compiled therewith.

11. QUIET POSSESSION.

- a) AHD, upon paying the rent and observing the covenants of this Agreement, shall and may quietly hold and enjoy the Demised Premises during the term hereof without hindrance or interruption.
- b) AHD shall conduct business in such manner as to not hinder, interfere or interrupt the other activities conducted by SWS.

12. DEFAULT BY SWS. Should SWS default in the performance or the observance of any covenants of this Agreement and fail to fully remedy such default withing thirty (30) days after written notice by AHD, then AHD, notwithstanding any other provision of this Agreement, may cure such default and deduct the cost thereof from the rent, or may, at any time after the expiration of such thirty (30) day period, terminate this Agreement. Any rent due and payable hereunder shall abate during the period of default Where this Agreement provides for a shorter notice period for a specific occurrence of default and/or cure, such notice period shall be controlling.

13. TERMINATION. The payment of the rent by AHD is conditional upon an annual appropriation of funds to the AHD budget for this purpose by the Anchorage Assembly. This Agreement may be terminated if no appropriation is made. AHD shall give written notice to SWS of its intent to terminate for this reason not less than sixty (60) days in advance. Upon termination of this Agreement for any reason, SWS shall refund to AHD any unearned advance rent paid by AHD.

14. MODIFICATION OF USE AGREEMENT. The terms, covenants and conditions of this Agreement may not be changed orally, but may be changed by an agreement in writing signed by both parties of this Agreement. The failure of either party to insist upon the performance of any term, covenant or condition of this Agreement shall not constitute a waiver or relinquishment for the future of any such term, covenant, or condition.

15. SUCCESSORS AND ASSIGNS. The terms, covenants and provision of this Agreement shall be binding upon SWS and AHD and their respective successors and assigns until the Agreement is terminated.

16. PARAGRAPH HEADING. The paragraph headings in this document are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect its terms or provisions.

17. ADDRESSES. For the purposes of notifications regarding this Agreement the address of SWS and AHD shall be:

Solid Waste Servies  
Attn:  
1208 E. 56<sup>th</sup> Avenue  
Anchorage, AK 99507

Anchorage Health Department  
Attn:  
P O Box 196650  
Anchorage, AK 99519

It is understood and agreed that either party to this Agreement may, at any time, and from time to time, change its address from that shown in this section upon written notification to the other.

**IN WITNESS WHEREOF**, SWS and AHD have respectively executed this Agreement as of the day and year first above written.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SOLID WASTE SERVICES**

**ANCHORAGE HEALTH DEPARTMENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_