

**ORDINANCE NO. 5850, As Amended**

**AN ORDINANCE AUTHORIZING CONVEYANCE OF THE J.P. JONES  
COMMUNITY DEVELOPMENT CENTER TO THE  
INTERDENOMINATIONAL MINISTERIAL ALLIANCE OF FAIRBANKS**

**WHEREAS**, the City of Fairbanks is owner of the land and building located at 2400 Rickert Street, known as the J.P. Jones Community Development Center, situated on the Ease ½, Block 32, Bjerremark Subdivision, as shown on attached "Exhibit A", and;

**WHEREAS**, said property has historically required management, maintenance and repair by the City with no offsetting lease revenues; and

**WHEREAS**, the City desires to divest facilities which are not part of the City's core mission; and

**WHEREAS**, the facility has been leased to the Interdenominational Ministerial Alliance of Fairbanks since June, 1985, which lease expires January 31, 2014; and

**WHEREAS**, the Interdenominational Ministerial Alliance of Fairbanks has expressed a desire to assume ownership of the land and building; and

**WHEREAS**, Fairbanks General Code of Ordinances Section 70-44 provides that the City may sell, donate or exchange with the United States, the state, any political subdivision, or a nonprofit organization, city-owned real property without a public sale and for less than the fair market value, whenever in the judgment of the City Council it is advantageous to the City to make the conveyance; and

**WHEREAS**, it is the finding of the City Council that the J.P. Jones Community Development Center shall be conveyed to the Interdenominational Ministerial Alliance of Fairbanks, subject to certain conditions.

**NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA**, as follows:

**SECTION 1.** That the City Attorney is directed to prepare a Warranty Deed from the City of Fairbanks to the Interdenominational Ministerial Alliance of Fairbanks for purposes stated above.

**SECTION 2.** That said Warranty Deed shall restrict the use of the property to community services, events and programs primarily for the benefit of the south Fairbanks community; that the facility shall be operated on a non-profit basis and shall not be sold without the prior

approval of the City Council, and shall be operated in a manner that encourages equal opportunity use within the community, in perpetuity.

SECTION 3. That the guidelines and requirements of the Transfer Agreement attached as "Exhibit B" are hereby approved for these purposes.

SECTION 4. That the Mayor is hereby authorized and directed to execute said Deed on behalf of the City, and the City Clerk is authorized to attest and affix the City Seal to said instrument, the execution of which shall take place not less than thirty (30) days after the effective date of this ordinance, as prescribed by section 8.3 of the City Charter and Sec. 7-56 of the Fairbanks General Code.

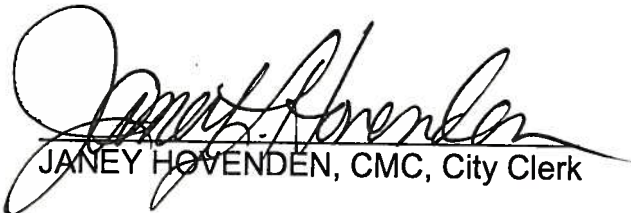
SECTION 5. That the effective date of this ordinance shall be the 11th day of June, 2011.



JERRY CLEWORTH, Mayor

AYES: Bratcher, Eberhart, Roberts, Stiver, Matherly, Gatewood  
NAYS: None  
ABSTAIN:  
ABSENT:  
ADOPTED: June 6, 2011

ATTEST:



JANEY HOVENDEN, CMC, City Clerk

APPROVED AS TO FORM:



PAUL EWERS, City Attorney



This is not an official map issued by the City of Anchorage, Alaska.



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**EXHIBIT 'A' TO  
ORDINANCE No. 5850**



**CITY OF  
— FAIRBANKS —**

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**EXHIBIT "B" TO ORDINANCE No. 5850**

**AGREEMENT FOR TRANSFER OF THE  
J.P. JONES COMMUNITY DEVELOPMENT CENTER**

**FROM THE  
CITY OF FAIRBANKS**

**TO THE  
INTERDENOMINATIONAL MINISTERIAL ALLIANCE OF FAIRBANKS,  
ALASKA**

WHEREAS, the City desires to divest itself of facilities which are not part of the City's core mission, and which draw upon City resources; and

WHEREAS, the Interdenominational Ministerial Alliance of Fairbanks (the "IMA") has leased the J.P. Jones Community Development Center from the City since 1985, and is familiar with use and operation of the facility; and

WHEREAS, the IMA has expressed its desire to assume ownership of said facility, including land and building; and

WHEREAS, the City Council, by Ordinance 5850, with effective date of June 11<sup>th</sup>, 2011, has authorized conveyance the facility to the IMA, subject to certain conditions.

NOW THEREFORE, the City of Fairbanks ("City") and the IMA hereby agree to the following conditions of transfer:

- a. Conveyance of the property will be made by Warranty Deed, which will contain the use conditions stated in Ordinance 5850, specifically, that use of the property shall be for community services, events and programs primarily for the benefit of the south Fairbanks community, that the facility be operated on a non-profit basis and in a manner that encourages equal opportunity use with the community, and that the property not be sold without the prior approval of the City Council.
- b. Time of conveyance: The City will issue the deed to the property as soon as practical upon expenditure of remaining grant funds and closure of the grant.
- c. Existing funds. Two funding sources are available for further improvements to the facility.

- 1. State grant funds in balance of \$80,543
- 2. Energy grant funds in approximate balance of \$5,100

These grant funds are obligated to the City and cannot be transferred to the IMA. Therefore, the City, in cooperation with the IMA, shall identify improvements to the facility, administer and construct the improvements, and expend the funds before transfer of the property.

- d. Enterprise Fund: The City holds a cash account for the benefit of the J.P. Jones Community Development Center in the approximate balance of **\$137,282**. These funds will be transferred to the IMA upon conveyance of the facility.
- e. The City will turn over any keys or key cards in its possession, together with such documents and information related to the facility available.
- f. Transfer of the property shall be "as-is, where is".
- g. After transfer is complete, the IMA shall assume all responsibility and liability for ownership and operation of the facility and will operate and maintain the facility for the practical life of the building and will not look to the City of Fairbanks or the State of Alaska to operate or maintain the facility or pay for its operation or maintenance.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date shown below.

**Interdenominational Ministerial Alliance**

**City of Fairbanks**

\_\_\_\_\_  
 By:  
 Title:  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 By: Jerry Cleworth  
 Title: Mayor  
 Date: \_\_\_\_\_