



Valdez
Tatitlek
Eyak

Chenega
Seward

Port Graham
English Bay

north pacific rim housing authority

February 11, 1994

Don Gilman, Mayor
Kenai Peninsula Borough
144 N. Binkley
Soldotna, AK 99669-7599

RE: New 15 Unit Mutual Help Housing Application near Seward

Dear Mayor Gilman,

The North Pacific Rim Housing Authority is undertaking a new effort in conjunction with the Native Association of Seward to provide additional low income Mutual Help housing for the Native community. NPRHA is submitting an application to HUD to provide approximately 15 units of HUD Mutual Help Homeownership housing outside of Seward. Since 1990, when NPRHA built 20 Mutual Help homes, a waiting list for the homes has kept them 100% occupied. This is the first effort since the homes were built to serve the additional need.

Because of high property costs within the city limits, NPRHA would prefer to build out by Bear Creek area. I feel that any one or combination of all of the existing subdivisions in that area can easily provide inexpensive land for new housing.

I respectfully request that the Kenai Borough support NPRHA's Seward Mutual Help Housing application to HUD by entering into a Cooperation Agreement for this project. This can be done in one of two ways:

- 1) Use the existing Cooperation Agreement between NPRHA and the Borough as enacted in 1985, with NPRHA's 1990 Meridian Park units accounting for 20 of the 50 specified units, and indicate acceptance in a letter (agreement and sample letter enclosed), or
- 2) Enter into a new Cooperation Agreement between NPRHA and the Borough, documents enclosed.

1503 W. 31st, Suite 102 / Anchorage, Alaska 99503 / Ph. (907) 277-8513 / Fax (907) 277-8514
Providing Housing Services To The People Of The Chugach Native Region



COOPERATION AGREEMENT

THIS AGREEMENT made this _____ DAY OF _____, 19_____.

BY AND BETWEEN THE NORTH PACIFIC RIM HOUSING AUTHORITY (herein called the "Authority") AND THE KENAI PENINSULA BOROUGH OF ALASKA (herein called the "Borough")

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this agreement:
 - (a) The term "Project" shall mean any low-rent housing hereinafter developed or acquired by the Authority with financial assistance if the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low rent housing project covered by any contract for loans and annual contributions entered into between the Authority and the Government, or its predecessor agencies, prior to the date of this Agreement;
 - (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation;
 - (c) The term "Shelter Rent shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost of the Authority of all dwelling and non-dwelling utilities;
2. The Authority shall endeavor to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects consisting of approximately 15 new units of Mutual Help housing. The Authority shall plan, develop or acquire and administer the Project or Projects, which shall be located within the corporate limits of the Borough. The obligations of the parties hereto shall apply to each such Project and the Borough shall have no contractual responsibility with respect to the Project other than as expressly provided in this Agreement.

housing purposes, or (ii) any contract between the Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Borough, without cost or charge to the Authority or the tenants of such Project (other than the payments in Lieu of Taxes), shall:

- (a) Furnish or cause to be furnished to the Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Borough;
 - (b) Notwithstanding the date of acquisition the Borough shall vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Authority, such interest as the Borough may have in such vacated areas; and insofar as the Borough is lawfully able to do so without cost or expense to the Authority or to the Borough, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
 - (c) Insofar the Borough may lawfully do so, (i) grant such deviation from the building code as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time, safeguard health and safety; and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;
 - (d) Accept grants of easements necessary for the development of such Project; and
 - (e) Cooperate with the Authority by such other lawful action or ways as the Borough and the Authority may find necessary in connection with the development and administration of such Project.
5. In respect to any Project, the Borough further agrees that within a reasonable time

involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Authority.

10. So long as any contract between the Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any project, or any monies due the Government in connection with any Project remain unpaid, this Agreement shall be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Borough hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Authority or by any public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time, the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereto shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

February 11, 1994

Derenty Tabios
Executive Director
North Pacific Rim Housing Authority
1503 W. 31st Avenue, Suite 102
Anchorage, Alaska 99503

Dear Mr. Tabios:

The Kenai Peninsula Borough acknowledges that there is a need for lower income housing in the community which is not being met by private enterprise.

The Kenai Peninsula Borough is aware of and supports the North Pacific Rim Housing Authority's application for the development of up to 15 units of Mutual Help Housing Project near Seward, Alaska, and authorizes the North Pacific Rim Housing Authority to apply for necessary planning funds for the Indian Housing Development.

The Kenai Peninsula Borough assures that, to the extent the Borough will provide or provides facilities and services to residents in the Seward area, such public facilities and services will be available to serve the proposed housing.

Sincerely,

Borough Mayor