

RESOLUTION NO. 4954

**A RESOLUTION AUTHORIZING A PAYMENT IN LIEU OF TAXES
AGREEMENT WITH THE INTERIOR REGIONAL HOUSING
AUTHORITY**

WHEREAS, the Interior Regional Housing Authority (IRHA) is a regional native housing authority organized under Alaska Statutes 18.55.995-.998; and

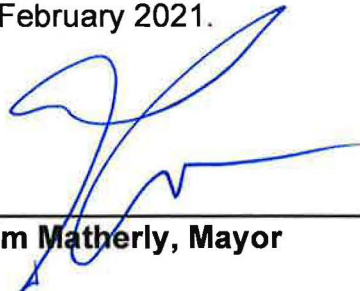
WHEREAS, AS 18.55.996(b) gives the IRHA certain powers conferred on the Alaska State Housing Authority; and

WHEREAS, AS 18.55.250 exempts the property of the IRHA from property taxes but permits payments by the IRHA to the City for services provided by the City to IRHA; and

WHEREAS, the City and the IRHA have reached a payment in lieu of taxes (PILT) agreement in the form of the attached Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council authorized the Mayor to execute the attached Cooperation Agreement between the City and the IRHA.

PASSED and APPROVED this 8th day of February 2021.

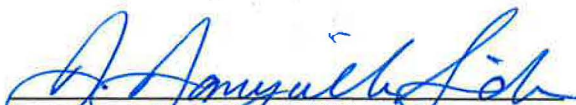


Jim Matherly, Mayor

AYES: PASSED and APPROVED on the CONSENT AGENDA
NAYS: None
ABSENT: None
APPROVED: February 8, 2021

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, MMC, City Clerk



Paul Ewers, City Attorney

COOPERATION AGREEMENT
City of Fairbanks/IRHA

THIS AGREEMENT made this ____ day of _____ 2021.

BY AND BETWEEN

The Interior Regional Housing Authority (the "IRHA" or "the Authority")

AND

The City of Fairbanks, Alaska (the "City").

WHEREAS, IRHA is a regional native housing authority organized under Alaska Statutes 18.55.995-.998; and

WHEREAS, Alaska Statute 18.55.996(b) gives IRHA certain powers conferred on the Alaska State Housing Authority;

WHEREAS, Alaska Statute 18.55.250 exempts the property of IRHA from property taxes but permits payments by IRHA to the City for services provided by the City to IRHA; and

WHEREAS, the Fairbanks North Star Borough ("Borough") collects property taxes on properties within the City on the City's behalf and distributes those property taxes to the City.

THEREFORE, 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" or "Projects" means any low-rent housing owned, developed or acquired by the Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"), including but not limited to those properties listed on Exhibit A hereto, which list of properties may be amended and updated by the Authority from time to time hereafter by provision of a new Exhibit A to the City, which shall become the new Exhibit A to this Agreement. The term specifically includes, but is not limited to, properties administered by IRHA under the following programs:

- (i) The Home Ownership Assistance Program ("HOAP");
- (ii) The Rural Home Ownership Program for the Elderly ("R-HOPE");
- (iii) Properties purchased by the Authority under the Title 184 Loan Program; and
- (iv) Other, similar programs developed and administered by the Authority using Indian Housing Block Grant funds distributed under the Native American Housing Assistance and Self-Determination Act of 1996 ("NAHASDA").

(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 to 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. The Authority shall plan, develop or acquire, and administer the Project or Projects, which may be located within the corporate limits of the City. The obligations of the parties hereto shall apply to each such Project and the City shall have no contractual responsibility with respect to the Project other than as expressly provided in this Agreement. The Authority agrees to provide the City with copies of appropriate documentation linking each project to applicable federal funding which gives rise to a claim for an exemption from real property tax pursuant to A.S. 29.45.050(1) and FNSBC 8.04.060(L).

3. (a) Under the Constitution and laws of the State of Alaska, the Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. So long as either (i) the Projects are owned by IRHA or a public body or governmental agency and is used for low rent housing purposes, or (ii) any contract between the IRHA and the Government for loans or annual contributions, or both, in connection with such Projects remains in force and effect, or (iii) any bonds issued in connection with such Projects or any monies due to the Government in connection with such Projects remain unpaid, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessment upon such Projects or upon the IRHA with respect thereto. During such period, the IRHA shall make annual payments to the Borough to be shared with the City (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time by without other cost or charge for or with respect to such Projects.

(b) Each such annual Payment in Lieu of Taxes shall be made to the Borough at the time when real property taxes on such Project would be paid to the Borough if it were subject to taxation, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent collected by the Authority in respect to such Project during the 12 month period ending December 31 each year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

(c) The Borough shall distribute the Payments in Lieu of Taxes among the taxing Bodies, including the City, in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bear to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Authority to make any Payment in Lieu of Taxes, no lien against any project or assets of the Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent 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 or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the City, without cost or charge to the Authority or the tenants of such Project (other than the Payments in Lieu of Taxes to the Borough), shall:

(a) Cooperate with the Authority by such other lawful action or ways as the City and the Authority may find necessary in connection with the development and administration of such Project;

(b) Provide the following services to the Projects under the same terms and conditions as provided to the taxpaying residents of the City: (i) road maintenance, (ii) snow plowing, (iii) fire and rescue, (iv) emergency ambulance transportation, (v) police, (vi) refuse collection, and all other services provided to the taxpaying residents of the City.

5. In respect to any Project, the City further agrees that within a reasonable time after receipt of a written request therefore from the Authority:

(a) It will accept the dedication of all interior streets, roads, alleys and, if any, adjacent sidewalks within the area of such Projects built in accordance with the City's specifications and requirements;

(b) It will accept necessary dedications of land for all streets bounding such Project or necessary to provide adequate access thereto.

6. If by reason of the City's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Authority or to the tenants of any Project, the Authority incurs any expense to obtain such services or facilities, then the Authority may deduct the amount of such expenses from any Payment in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects owned or operated by the Authority.

7. The City agrees to exempt the tenants of the Projects and the Authority from the payment of Sales Taxes in conjunction with rents.

8. No Cooperation Agreement heretofore entered into between the City and the Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the City or any other public official of the City who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the City 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 not be abrogated, changed or modified without the consent of the Government. The privileges and obligations of the City 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 other 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.

IN WITNESS WHEREOF, the City and the Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY:

City of Fairbanks
800 Cushman Street
Fairbanks, AK 99701

AUTHORITY:

Interior Regional Housing Authority
828 27th Avenue
Fairbanks, AK 99701

Jim Matherly, Mayor

Orie Williams, CEO

DATE: _____

DATE: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

ATTEST:

DATE: _____

City of Fairbanks

July 1, 2019 - June 30, 2020 Operating Period

Address	City	City Limits	Payments	# of mos	Total Pmts	Notes	Pilot owed
1157 27th Ave.	Fairbanks	Y	\$ 271.00	3	\$ 813.00	10/1/2003	
1157 27th Ave.	Fairbanks	Y	\$325	9	\$ 2,925.00		
1113 27th Ave.	Fairbanks	Y	376.00	4	1,504.00	1/1/2004	
1113 27th Ave.	Fairbanks	Y	\$493	8	4,437.00		
1101 27th Ave	Fairbanks	Y	263.00	12	3,156.00	11/1/2013	
1136 28th Ave	Fairbanks	Y	267.00	12	3,204.00	12/1/2011	
3220 Hillary Dr.	Fairbanks	N	618.00	12	7,416.00	1/1/2004	
3215 Hillary Dr.	Fairbanks	N	274.00	12	3,288.00	2/1/2004	
1510 Evergreen	Fairbanks	Y	269.00	3	807.00	3/1/2011	
1510 Evergreen	Fairbanks	Y	309.00	3	927.00		
1510 Evergreen	Fairbanks	Y	80.00	6	480.00		
1150 Langford	Fairbanks	N	510.00	12	6,120.00	12/1/2004	
1180 Langford	Fairbanks	N	51.00	2	102.00	3/1/2004	
1180 Langford	Fairbanks	N	250.00	10	2,500.00		
1497 Spring Glade	Fairbanks	N	349.00	12	4,188.00	5/1/2004	
1471 Spring Glade	Fairbanks	N	-	3	-	7/1/2004	
1471 Spring Glade	Fairbanks	N	879.00	9	7,911.00	7/1/2004	
1502 Spring Glade	Fairbanks	N	252.00	12	3,024.00	8/1/2004	
1475 Spring Glade	Fairbanks	N	362.00	3	1,086.00	12/18/2018	
1475 Spring Glade	Fairbanks	N	250.00	3	750.00		
1475 Spring Glade	Fairbanks	N	295.00	6	1,770.00		
955 Duckhawk	Fairbanks	N	608.00	12	7,296.00	9/1/2004	
965 Land Otter	Fairbanks	N	336.00	12	4,032.00		
421 Cindy Drive	Fairbanks	Y	250.00	8	2,000.00	12/1/2003	
421 Cindy Drive	Fairbanks	Y	251.00	4	1,004.00		
906 Woodlawn	Fairbanks	Y	541.00	12	6,492.00	12/1/2004	
1950 Kingfisher	Fairbanks	Y	630.00	2	1,260.00	9/1/2006	
1950 Kingfisher	Fairbanks	Y	65.00	10	650.00		
1639 Bluegrass	Fairbanks	N	961.00	12	11,532.00	4/1/2005	
4170 Rabbit Run	Fairbanks	N	40.00	12	480.00	4/1/2005	
1983 Kingfisher	Fairbanks	N	301.00	3	903.00	3/1/2006	
1983 Kingfisher	Fairbanks	N	472.00	9	4,248.00	3/1/2006	
960 Land Otter	Fairbanks	N	1,181.00	12	14,172.00	3/1/2005	
843 Goldfinch Road	Fairbanks	N	1,030.00	12	12,360.00	1/1/2005	
865 Goldfinch Road	Fairbanks	N	251.00	12	3,012.00	11/1/2015	
1682 Violin Circle	Fairbanks	N	1,182.00	12	14,184.00	5/1/2005	
671 Senate Drive	Fairbanks	N	272.00	5	1,360.00	2/1/2005	
671 Senate Drive	Fairbanks	N	-	7	-	2/1/2005	Moved out 8/2020
3185 Roden Lane	Fairbanks	N	348.00	12	4,176.00	3/1/2005	
1180 Linda Lou Lane	Fairbanks	N	615.00	8	4,920.00	8/1/2005	
1180 Linda Lou Lane	Fairbanks	N	327.00	4	1,308.00	8/1/2005	
395 Eagle Ridge	Fairbanks	N	335.00	1	335.00	8/1/2005	
395 Eagle Ridge	Fairbanks	N	1,181.00	1	1,181.00	8/1/2005	
395 Eagle Ridge	Fairbanks	N	398.00	10	3,980.00	8/1/2005	
1816 Violin Circle	Fairbanks	N	-	2	-		
1816 Violin Circle	Fairbanks	N	194.00	1	194.00	9/9/2019	
1816 Violin Circle	Fairbanks	N	264.00	9	2,376.00	9/9/2019	
1930 Kingfisher	Fairbanks	N	-	-	-		
1940 Kingfisher	Fairbanks	N	-	-	-		
1112 28th	Fairbanks	Y	775.00	6	4,650.00	8/1/2005	
1112 28th	Fairbanks	Y	252.00	6	1,512.00		Changed Head of

1603 27th Ave	Fairbanks	Y	283.00	9	2,547.00	2/5/2018
1603 27th Ave	Fairbanks	Y	250.00	3	750.00	2/5/2018
945 26th Ave	Fairbanks	Y	269.00	12	3,228.00	1/1/2010
941 26th Ave	Fairbanks	Y	80.00	12	960.00	1/1/2010
2102 Yankovich	Fairbanks	N	302.00	12	3,624.00	2/1/2017
2073 Alyeska	Fairbanks	N	1,122.00	2	2,244.00	1/1/2010
2073 Alyeska	Fairbanks	N	522.00	10	5,220.00	1/1/2010
2090 Sun Valley	Fairbanks	N	255.00	12	3,060.00	2/1/2010
2701 17th Ave	Fairbanks	Y	286.00	12	3,432.00	6/1/2010
1128 Garden Way	Fairbanks	Y	169.00	12	2,028.00	9/1/2010
935 22nd Ave	Fairbanks	Y	294.00	6	1,764.00	9/1/2010
935 22nd Avenue	Fairbanks	Y	728.00	1	728.00	
935 22nd Avenue	Fairbanks	Y	274.00	5	1,370.00	
265 Brighton	Fairbanks	N	966.00	12	11,592.00	2/1/2011
275 Brighton	Fairbanks	N	701.00	12	8,412.00	2/1/2011
919 21st	Fairbanks	Y	269.00	12	3,228.00	2/1/2011
923 21st	Fairbanks	Y	253.00	12	3,036.00	12/1/2010
1623 Laurene	Fairbanks	Y	253.00	12	3,036.00	6/1/2012
1627 Laurene	Fairbanks	y	148.00	4	592.00	6/1/2012
1627 Laurene	Fairbanks	Y	829.00	8	6,632.00	
133 Vassar	Fairbanks	N	267.00	12	3,204.00	11/1/2012
146 Clarkson	Fairbanks	N	12.00	12	144.00	8/1/2012
128 Clarkson	Fairbanks	N	303.00	2	606.00	8/1/2012
128 Clarkson	Fairbanks	N	257.00	10	2,570.00	
1112 29th Avenue	Fairbanks	Y	253.00	12	3,036.00	8/1/2012
1113 Garden Way	Fairbanks	Y	549.00	12	6,588.00	10/1/2012
1204 24th Avenue	Fairbanks	Y	370.00	12	4,440.00	5/1/2014
1208 24th Avenue	Fairbanks	Y	352.00	5	1,760.00	7/1/2014
1208 24th Avenue	Fairbanks	Y	251.00	2	502.00	
1208 24th Avenue	Fairbanks	Y	306.00	5	1,530.00	
1117 19th Avenue	Fairbanks	Y	279.00	12	3,348.00	8/1/2014
1121 19th Avenue	Fairbanks	Y	254.00	12	3,048.00	6/1/2014
1715 Turner St.	Fairbanks	Y	703.00	1	703.00	12/1/2013
1715 Turner St.	Fairbanks	Y	335.00	11	3,685.00	
1711 Turner St.	Fairbanks	Y	250.00	11	2,750.00	12/18/2013
1711 Turner St.	Fairbanks	Y	282.00	1	282.00	
1806 Mary Ann St.	Fairbanks	Y	258.00	5	1,290.00	7/2/2019
1806 Mary Ann St.	Fairbanks	Y	275.00	7	1,925.00	
1810 Mary Ann St.	Fairbanks	Y	253.00	12	3,036.00	12/1/2013
2211 Rickert St.	Fairbanks	Y	310.00	3	930.00	4/1/2014
2211 Rickert St.	Fairbanks	Y	368.00	9	3,312.00	
2221 Rickert St.	Fairbanks	Y	250.00	12	3,000.00	5/1/2014
2225 Rickert St.	Fairbanks	Y	203.00	12	2,436.00	5/1/2014
2237 Rickert St.	Fairbanks	Y	358.00	12	4,296.00	6/5/2014
2711 Woodminster Ct.	Fairbanks	N	340.00	2	680.00	8/1/2013
2711 Woodminster Ct.	Fairbanks	N	1,211.00	10	12,110.00	
1008 Pedro St	Fairbanks	Y	307.00	12	3,684.00	6/1/2014
155 Vassar	Fairbanks	N	272.00	11	2,992.00	11/1/2013
155 Vassar	Fairbanks	N	265.00	1	265.00	
2411 Gillam Way	Fairbanks	Y	791.00	12	9,492.00	2/1/2014
491 Long Spur	Fairbanks	Y	381.00	12	4,572.00	12/1/2014
1031 24th Ave	Fairbanks	Y	323.00	12	3,876.00	9/1/2014
410 Cindy Dr.	Fairbanks	Y	266.00	6	1,596.00	7/1/2014
410 Cindy Dr.	Fairbanks	Y	396.00	6	2,376.00	
436 Spence Ave	Fairbanks	Y	773.00	12	9,276.00	6/1/2015

Conveyed 10/15/2

2214 Eastland St.	Fairbanks	Y	262.00	12	3,144.00	7/1/2015
448 Spence Avenue	Fairbanks	Y	259.00	12	3,108.00	11/1/2016
444 Spence	Fairbanks	Y	162.00	12	1,944.00	10/1/2016
476 Spence Ave	Fairbanks	Y	164.00	12	1,968.00	12/28/2017
472 Spence Ave	Fairbanks	Y	161.00	12	1,932.00	1/24/2018
1109 21 Avenue	Fairbanks	Y	185.00	12	2,220.00	2/23/2018
	Within		Monthly			

Move-in Dates

\$ 357,164.00

10%

\$ 35,716.40