

DRAFT MASTER

COOPERATION AGREEMENT

This Agreement entered into this _____ day of _____, _____, by and between the Columbus Metropolitan Housing Authority (herein called the "Local Authority") and the City of Columbus (herein called the "Municipality"), 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 as an entity by the Local Authority with financial assistance from the Department of Housing and Urban Development (herein called HUD); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and HUD, 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 was 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 Local Authority of all dwelling and non-dwelling utilities.
2. The Local Authority shall endeavor (a) to secure a contract or contracts with HUD for grants, loans and annual contributions covering one or more Projects comprising up to 500 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the municipality. The obligations of the parties hereto shall apply to each such Project.
3. (a) Under the constitution and statutes of the State of Ohio, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, 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 Local Authority and HUD for loans or annual contributions in connection with such Project

remains in force or effect, or (iii) or any monies due to HUD in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes, or acreage fees, with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal 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 Municipality shall distribute the payments in Lieu of Taxes among the Taxing Bodies in 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 bears 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 Local Authority to make any payment in Lieu of Taxes, no lien against any Project or assets of the Local Housing 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 Projects is owned by a body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and HUD for, loans or annual contributions in connection with such Project remains in force and afoot, or (iii) any monies due to HUD in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local 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 Local 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 dwelling and inhabitants in the Municipality;
 - b. Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, utilizing the City's process existing at time of submission;

- c. In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality 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, utilizing the City's process existing at time of submission to obtain approval from the appropriate governing body and (ii) make such changes in any zoning of the site and surroundings territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory utilizing the City's process existing at time of submission to obtain approval from the appropriate governing body;
 - d. May accept grants of easements necessary for the development of such Project consistent with City's process and policies existing at time of submission; and
 - e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.
5. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:
- a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality, consistent with City's process and policies existing at time of submission; and
6. No prior Cooperation Agreement entered into between the Municipality and the Local Authority shall apply to any Project covered by this Agreement.
7. No member of the governing body of the Municipality or any other public official of the Municipality 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 property included or planned to be included 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 Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority
8. So long as any contract between the Local Authority and HUD 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 monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without consent of HUD.

The privileges and obligations of the Municipality 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 Local Authority or by any other public body or governmental agency, including HUD, 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 HUD, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency including HUD.

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

(Seal)

City of Columbus, Ohio

By _____
Mayor

Attest:

Secretary

Columbus Metropolitan Housing Authority

By _____
Chairman
