

RESOLUTION NO. 53-11
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Singer ON THE 19th
DAY OF December, 2011.

**A RESOLUTION AUTHORIZING CITY MANAGER TO
ENTER INTO A COOPERATION AGREEMENT WITH
DAYTON METROPOLITAN HOUSING AUTHORITY FOR
10-86 WESTERFIELD DRIVE.**

WHEREAS, the Dayton Metropolitan Housing Authority (DMHA) has requested the City of Centerville enter into a Cooperation Agreement with regards to a project of low-rent housing at 10-86 Westerfield Drive in the City; and

WHEREAS, federal law requires DMHA have a Cooperation Agreement with the local governing body in which the housing project is located; and

WHEREAS, the City of Centerville intends to enter into the Cooperation Agreement.

**NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:**

Section 1: That the City Manager is hereby authorized and directed to enter into a Cooperation Agreement with DMHA, upon the terms and conditions set forth in the Agreement, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein.

Section 2: This Resolution shall become effective at the earliest date allowed by law.

PASSED THIS 19th day of December, 2011.

Mark Kuykendall
Mayor of the City of
Centerville, Ohio

ATTEST:

Debra A. James
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 53-11, passed by the Council of the City of Centerville, Ohio on the 19th day of December, 2011.

Debra A. James
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

COOPERATION AGREEMENT

This Agreement is entered into this _____ day of _____, 2011 by and between the Dayton Metropolitan Housing Authority (herein called the "Authority") and the City of Centerville Ohio (herein after called the "Municipality").

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

1. Whenever used in this Agreement:
 - a. The term "Project" shall mean the low-rent housing located at 10-86 Westerfield Dr., Centerville, Ohio developed as an entity 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").
 - b. The "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 the 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 (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 20 units of low-rent housing and (b) 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' shall apply to the Project.
3. (a) Under the constitution and statutes of the State of Ohio, the Project is exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to the 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 Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (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 Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Authority with respect thereto. During

such period, the Authority shall make annual payments hereinafter called PILOT ("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 without other cost or charge for or with respect to such Project.

Each such annual PILOT shall be made at the time the real property taxes on such Project would be paid if it were subject to taxation, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed Ten Percent (10%) of the Shelter Rent charged by the Authority in respect to such Project during the 12 months period before such payment is made or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is lower.

The PILOT shall be made to and shall be received by the treasurer on the certification of the Montgomery County Auditor to be credited to a fund to be designated as the "undivided public housing fund". It shall be distributed to the taxing subdivisions levying taxes in the subdivision in which the property is located, in the same proportions in which the current general property tax is distributed. However no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes that would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

4. During the period commencing with the date of the acquisition of any part of the site or sites of the 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 and effect, or (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 Municipality without cost or charge to the Authority or the tenants of such Project (other than the PILOT) 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 Municipality;
 - b. Cooperate with the Authority by such other lawful action or ways as the Municipality and the Authority may agree in connection with the development and administration of such Project.
5. No prior Cooperation Agreement heretofore entered into between the Municipality and the Authority shall be construed to apply to any Projects covered by this Agreement.
6. 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 the Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in

the Project or any property included or planned to be included in any project, or any contracts in connection with such Project 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 their tenure any such interest, they shall immediately disclose such interest to the Authority.

7. So long as any contract between the Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with the Project remains in force and effect, or so long as any bonds issued in connection with Project or any monies due to the Government in connection with the Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the 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 hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

Executed by the Municipality and the Authority as of the day and year first above written.

The City of Centerville:

By: Gregory B. Horn

Its: City Manager

The Dayton Metropolitan Housing Authority:

By: _____

Gregory D. Johnson, Chief Executive Officer