

## COOPERATION AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Housing Authority of the City of Blue Ridge (herein called the "Authority") and the City of Blue Ridge, Georgia, (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 "Development" shall mean any housing project developed, managed, or owned by, or owned in partnership with, the Authority, or by one of its non-profit affiliates or instrumentalities, consisting of eligible low-income housing units that are occupied or reserved for occupancy by persons of low income, and not for purposes of private or corporate benefit and income.
  - b. The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Development is situated and that 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 and income with respect to a Development, if it were not exempt from taxation.
  - c. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Development for dwelling rents and non-dwelling rents (excluding all other income of such Development), less the cost to the Authority of all dwelling and non-dwelling utilities.
  - d. The term "Slum" shall mean any areas where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangements or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.
2. The Authority shall endeavor to secure a contract or contracts with the United States Department of Housing and Urban Development or the United States

Public Housing Administration (hereinafter called "PHA") for available funding, loans, and/or annual contributions, and shall endeavor to develop and administer one or more Developments. The obligations of the parties hereto shall apply only to Developments aggregating not more than 150 units of low-income housing. The Development or Developments shall be located within the area of operation, as defined by O.C.G.A. § 8-3-3(1), which area of operation shall include areas within the corporate limits of the City of Blue Ridge and the areas within ten (10) miles of the territorial boundaries thereof but does not include any area which lies within the territorial boundaries of any other city.

3. The parties acknowledge and agree that:
  - a. Under the constitution and statutes of the State of Georgia, including but not limited to O.C.G.A. § 8-3-8, that portion of any Development which is subject to a private enterprise agreement contemplated by subparagraph (C) of paragraph (13.1) of Code Section 8-3-3 consisting of the eligible housing units therein that are occupied or reserved for occupancy by persons of low income all Developments are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to said portion of any Development, so long as either (i) such Development is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Authority and the PHA for grants, loans or annual contributions, or both, in connection with such Development remains in force and effect, or (iii) any bonds issued in connection with such Development or any monies due to the PHA in connection with such Development 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 taxes or special assessments upon such Development or upon the Authority with respect thereto. During such period, the Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public service and facilities furnished

from time to time without other cost or charge for or with respect to such Development, consistent with the provisions found within O.C.G.A. § 8-3-8.

b. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Development, and shall no less than the amount of the real property taxes that would have been paid to the Municipality for such year if the Development were not exempt from Taxation, and no payment shall be made to the Municipality that violates O.C.G.A. § 8-3-8 ~~in amount to be paid (9) for the real property taxes that would have been paid to the Municipality for such year if the Development were not exempt from Taxation, and no payment shall be made to the Municipality that violates O.C.G.A. § 8-3-8~~ whichever amount is the lower. See O.C.G.A. § 8-3-8.

c. No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes that would have been paid to the Municipality for such year if the Development were not exempt from Taxation, and no payment shall be made to the Municipality that violates O.C.G.A. § 8-3-8 ~~exceeds the amount of the real property taxes that would have been paid to the Municipality for such year if the Development were not exempt from Taxation, and no payment shall be made to the Municipality that violates O.C.G.A. § 8-3-8~~

d. Upon failure of the Authority to make any Payment in Lieu of Taxes, the Authority shall be liable to the Municipality for the amount of the real property taxes that would have been paid to the Municipality for such year if the Development were not exempt from Taxation, and no payment shall be made to the Municipality that violates O.C.G.A. § 8-3-8 ~~the Authority shall be liable to the Municipality for the amount of the real property taxes that would have been paid to the Municipality for such year if the Development were not exempt from Taxation, and no payment shall be made to the Municipality that violates O.C.G.A. § 8-3-8~~

4. During the period commencing with execution of this Cooperation Agreement and continuing without interruption for so long as either (i) such Development is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Authority and the PHA for grants, loans or annual contributions, or all, in connection with such Development remains in force and effect, or (iii) any bonds issued in connection with such Development or any monies due to the PHA in connection with such Development remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Authority or the residents of such Development (other than the Payments in Lieu of Taxes) shall:

a. Furnish or cause to be furnished to the Authority and the residents of such Development public services and facilities of the same character and to the same extent as are furnished by the Municipality from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

~~b. In conformity with the Municipal Code, and subject to the approval of the Authority, grant variances from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development~~

~~and administration of such Development, and at the same time safeguard health and safety, and (ii) make such changes or variances in any zoning of the site(s) and surrounding territory of such Development as are reasonable and necessary for the development and protection of such Development and the surrounding territory;~~

~~Accept grants of easements necessary for the development of such Development; and~~

~~e. Cooperate with the Authority by such other lawful action or ways as the Municipality and the Authority may find necessary in connection with the development and administration of such Development.~~

~~4. Inasmuch as the Georgia Legislature has declared that property of an Authority is public property used for essential public and governmental purposes and not for purposes of private or corporate benefit and income (O.C.G.A. § 8-3-8), and whereas the Authority, being bound to adhere to regulations and guidelines promulgated and adopted by the United States Congress and by the United States Department of Housing and Urban Development and is therefore incapable of expensing or passing along its costs of operations, and increased costs of operations, to its low income residents, the parties acknowledge and agree that the Municipality and the Authority may cooperate with each other and/or negotiate exceptions, variances, or reductions to fees, costs, and expenses which may be imposed, by municipal ordinances, upon the Authority, and/or upon its low income residents, for the provision of municipal services, including but not limited to waste management services, solid waste disposal services, utility connections, hook-ups, and other rates which may be imposed by ordinances adopted by the Municipality.~~

5. In respect to any Development, the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Authority, the Municipality shall make a decision as to whether:

- a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Development, together with all storm and sanitary sewer mains in such dedicated areas, after the Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the Municipality;
- b. It will accept necessary dedications of land for, and will grade, improve, pave and provide sidewalks for, all streets bounding such Development or necessary to provide adequate access thereto (in consideration whereof the Authority shall pay to the Municipality such amount as would be assessed against the Development site for such work if such site were privately owned); and
- c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Development and serving the bounding streets thereof (in consideration whereof the Authority shall pay to the Municipality such amount as would be assessed against the Development site for such work if such site were privately owned).

~~6. If by reason of the Municipality's failure, inability, or refusal to furnish or cause to be furnished any public services or facilities that the Municipality has agreed hereunder to furnish or to cause to be furnished to the Authority or to the residents of any Development, the Authority incurs any expense to obtain or in procuring such services or facilities, then the Authority may deduct the amount of such cost and expense from any Payments in Lieu of Taxes due to become due to the Municipality in respect to any Development or any other low income housing projects owned or operated by the Authority.~~

~~7.6.~~ This Cooperation Agreement comprises the sole and only Cooperation Agreement entered into between the parties, and the terms of any prior Cooperation Agreements have been merged into this one Cooperation Agreement between the Municipality and the Authority.

~~8. So long as any contract between the Authority and the PHA for funding, grants, loans (including preliminary loans) or annual contributions, or all, in connection with any Development remains in force and effect, or so long as any bonds issued in connection with any Development or any monies due to the PHA in connection with any Development remain unpaid, this Cooperation Agreement shall not be abrogated, changed, or modified without the express written consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Development as long as the beneficial title to such Development is held by the Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low income housing developments. If at any time the beneficial title to, or possession of, any Development is held by such other public body or governmental agency, including the PHA, the provisions hereof shall enure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.~~

The parties acknowledge and agree that this Agreement shall be executed in duplicate form with each party retaining a signed original and electronic signatures shall have the same force and effect as an original signature.

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

CITY OF BLUE RIDGE, GEORGIA

BY: \_\_\_\_\_  
Mayor

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk

HOUSING AUTHORITY OF THE CITY OF  
BLUE RIDGE

BY: \_\_\_\_\_  
Chairperson

(SEAL)

Attest:

\_\_\_\_\_  
Secretary

CERTIFICATE OF APPOINTMENT OF COMMISSIONER OF THE HOUSING  
AUTHORITY OF THE CITY OF BLUE RIDGE, GA

WHEREAS, THE HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE,  
GEORGIA, has heretofore been duly organized pursuant to the Georgia Housing Authorities  
Law, as amended, and

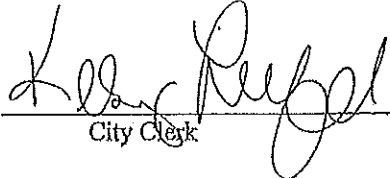
WHEREAS, the term of Ellan Johnson as a Commissioner (~~will expire~~; has  
terminated by resignation; or ended due to his/her death) on March 31, 2020

NOW THEREFORE, pursuant to the Georgia Housing Authorities Law, as amended, by  
virtue of my office as Mayor, I hereby appoint Ellan Johnson to serve as Commissioner for  
the ~~five-year~~ term, ending March 31, 2021.

IN WITNESS WHEREOF, I have hereunto signed by name as Mayor of the City of Blue  
Ridge, Georgia, and caused the official seal of the City of Blue Ridge, Georgia, to be affixed  
hereto this 10 day of June, 2020.

  
Mayor

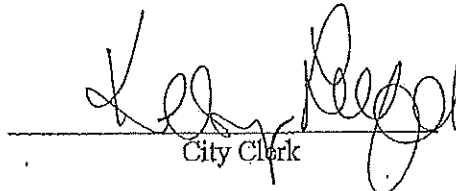
ATTEST:

  
City Clerk

CERTIFICATE OF CITY CLERK

I hereby certify that the above and foregoing is a true and correct copy of the Certificate  
of Appointment of Commissioner of the Housing Authority of the City of Blue Ridge, Georgia,  
filed in the office of the City Clerk on the 4 day of August, 2020

WITNESS my hand and the official seal of the City of Blue Ridge, Georgia, this 4  
day of August, 2020

  
City Clerk

