

CITY OF ARDMORE
Office of City Manager

Council Letter No. 4719
Meeting Date: January 6, 2020

Mayor and City Commission
City of Ardmore, Oklahoma

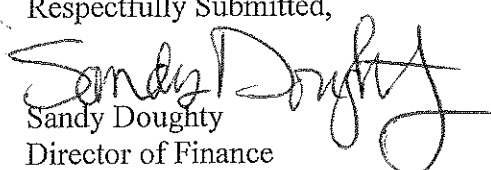
RE: Cooperation Agreement with the Chickasaw Nation Division of Housing and Chickasaw Housing Authority for Utility Services at Two Locations within City Limits of the City of Ardmore

Dear Commission Members:

The Chickasaw Nation requests that the City of Ardmore enter into a Cooperation Agreement for two (2) single-family residences to receive same utility services (Water, Sewer, Garbage) as other residents would receive. This is a common agreement that the Commissions have approved in the past.

Staff respectfully recommends approval of the Cooperation Agreement between the City of Ardmore and the Chickasaw Nation Division of Housing and Chickasaw Housing Authority for utility services at two locations within the city limits of the City of Ardmore.

Respectfully Submitted,


Sandy Doughty
Director of Finance

Reviewed by: _____


City Manager

COOPERATION AGREEMENT

This agreement entered into this 6th day of January, 2020, by and between the Chickasaw Nation Division of Housing and Chickasaw Housing Authority (herein called the "Local Authority") and the City of Ardmore, Oklahoma, (herein called the "Municipality").

Witness:

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

1. Whenever used in this Agreement:
 - (a) The term "Project" shall mean Two (2) single dwellings on scattered sites, commonly referred to as "Homeowners Program" (formerly Mutual-Help) as an entity of the Department of Housing and Urban Development through its Native American Housing Assistance and Self-Determination Act.
 - (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.
2. Under the constitution and statutes of the State of Oklahoma, all projects are exempt from all real and personal property taxes and special assessments levied or imposed by a Taxing body. The Local Authority shall make annual payments (herein called "Payment 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.
3. The Municipality without cost or charge to the Local Authority (other than the Payment in Lieu of Taxes) shall furnish or cause to be furnished to the Local Authority and the owners 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.
4. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.
5. The Local Authority agrees that it will not build any low-rent housing projects in the Municipality under the provisions of this agreement.
6. The Local Authority agrees that the houses included in this Agreement are and will be used only as single-family residences as that term is defined in the Zoning Ordinance of the City of Ardmore owned by eligible individuals approved by the Local Authority and that those residences will not be used for rental property at any time.

7. The Local Authority agrees that no Homeowners Program housing (formerly Mutual-Help) or any other housing contemplated under this agreement will be built without the prior approval of the Planning and Zoning Board of the city of Ardmore, Oklahoma, as to sites and number of houses to be built on the sites.
8. The Local Authority agrees that there are Two (2) single-family residences covered by this Agreement.
9. The Local Authority agrees to strictly enforce the following rules and regulations concerning the Two (2) single-family residences covered by this Agreement and all other single-family residences located in the City of Ardmore.
10. The Division of Housing agrees to maintain timely inspection of said dwellings to ensure that the unit is adequately maintained and well kept.

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

City of Ardmore, Oklahoma
A Municipal Corporation

Attest:

By: _____
Mayor

(Seal) City Clerk

Housing Authority of the Chickasaw Nation
of Oklahoma

Attest:

By: _____
Chairperson of the Board

(Seal) Secretary

Chickasaw Nation Division of Housing

By: _____
Executive Officer