

# COPY

## COOPERATION AGREEMENT

The Oneida Housing Authority (hereafter "Authority") and the City of Green Bay (hereafter "City") hereby agree to the following:

1. Definitions: Whenever used in this Agreement:

(a) The term "Government" shall mean the United States of America.

(b) The term "Project" shall mean all residential housing hereafter developed or acquired by the Authority and located on a 10.5 acre site on Mason Street, as shown and described on the attached sketch, marked Exhibit "A".

(c) The term "HUD" shall mean the United States Department of Housing and Urban Development, a department of the Government.

(d) The term "Shelter Rent" shall mean the total of all charges, excluding utilities, to all tenants of the Project for dwelling rents, excluding all other income from the Project.

2. Preamble: The Authority has secured a contract or contracts with the Government for loans and annual contributions to construct 25 buildings, comprising 50 units of housing, plus an office within or attached to one of the duplexes for management of this project, on the project site, located on lands held in trust by the United States Government for the Oneida Tribe of Indians of Wisconsin. Nothing in this Agreement shall permit the City to participate in or control the grant or denial of an application for housing in the Project.

3. Payments in Lieu of Taxes:

(a) The Project is presently exempt under the laws of the Government from all real and personal property taxes levied or imposed by the City.

While the Project remains exempt from taxation by Government law, and so long as either; (i) title to the site of the Project is held by the United States in trust for the Oneida Tribe of Indians of Wisconsin, or (ii) such Project is owned by the Authority, a public body or agency, and is used only for housing purposes, the City cannot levy or impose any real or personal property taxes upon such Project or upon the Authority with respect to the Project. During such period of exemption, the Authority shall make annual payments in lieu of taxes, as described more fully below, for City services provided to the Project.

(b) Time and Amount of Payment. Each annual payment in lieu of taxes shall be made on or before the calendar days set forth in the Wisconsin Statutes for the payment of real property taxes. The payments shall be in a dollar amount equal to the lesser of (i) ten percent (10%) of the aggregate Shelter Rent charged and collected by the Authority in respect to such Project, or (ii) a dollar amount equal to the real property taxes to which the Project would be subject were it not exempt from taxation. Each year the Authority shall submit to the City Clerk a certified copy of the annual audit required by the Government.

(c) Arbitration. In the event the parties cannot agree on the amount required under (ii) above, the City and the Authority shall each name a person to a three member arbitration panel, and the two persons so named shall select a third, all of whom shall be sufficiently trained and experienced in real estate appraisal and assessment matters to make their primary living from such endeavors. The panel and the parties shall be bound by the Wisconsin Arbitration Law, Chapter 788, Wis. Stats. (1979-80).

(d) No Payment in Excess of Taxes. No payment in lieu of taxes for any year shall be made to the City in excess of the amount of taxes which would have been paid to the City for such year if the Project were not exempt from taxation.

4. City Services: During the period commencing with the date of this Agreement, the City shall provide services to the site of the Project, and continuing so long as the provisions of 3(a) above remain in effect:

(a) Without Cost or Charge. Without cost or charge to the Authority or the tenants of the Project (other than the payment in lieu of taxes), the City shall do the following:

(i) Furnish or cause to be furnished to the Authority and the tenants of the Project, public services and facilities of the same class and to the same extent as are furnished from time to time without cost or charge to other residential dwellings and inhabitants in the City. The City shall not have breached its obligations under this agreement if it is prevented from providing services because any person or entity shall assert a right which prevents delivery of services as are furnished from time to time without cost or charge to other residential dwellings and inhabitants in the City. Included but limited by specific enumeration herein are fire and police protection.

(ii) Accept grants of easements necessary for the development of such Project; and

(iii) Cooperate with the Authority in such other matters as are reasonable and customary in connection with the development and administration of such a Project.

(b) At the Same Rates as Other Residential Users. At the same rates, fees and assessments as are charged for similar services to other residential users within the City, furnish or cause to be furnished to the Authority and the tenants of the Project, public services, including water and sewer, to the same extent as are furnished to dwellings and inhabitants of the City, except that the City shall not be required by this Agreement to exercise or invoke its powers of eminent domain.

5. Specific Undertakings by the City: The City shall, within a reasonable time after receipt of a written request from the Authority do the following:

(a) Accept the dedication of all interior streets, roads and adjacent sidewalks within the area of the Project, together with all storm and sanitary sewer and watermains in such dedicated areas after the dedicated areas have been formally approved by the Secretary of the Interior or his designate and filed with the Register of Deeds for Brown County, Wisconsin. The City shall, after the dedication has been formally approved by the Secretary of the Interior, let a Wisconsin Public Works Contract to cause the construction of the streets, curb, gutter, sidewalk, storm and sanitary sewer and watermains pursuant to HUD regulations. The Authority shall pay construction costs as work proceeds.

(b) Accept the street names proposed by the Authority within the Project: (1) O-Na-Ste Lane; (2) Chief Hill Drive; and (3) Osha-He-Ta Trail.

(c) Accept the necessary dedications of land from the Oneida Tribe of Indians of Wisconsin for all streets bounding the Project or necessary to provide adequate access thereto.

(d) The City shall let a Wisconsin Public Works contract to cause the construction, pursuant to HUD regulations, including those regulations relating to Indian Preference requirements (24 CFR); for water and sanitary sewer mains, and storm drainage leading to the site, as set forth on City Exhibit xx. In consideration whereof, the Authority shall pay to the City such amount as would be assessed against the Project site or lands owned by the Tribe adjoining the site for such work as is usual and customary in the City; except that the City shall not be required by the Agreement to exercise or invoke its powers of eminent domain. The Authority shall pay construction costs of work proceeds.

6. Remedies for Non-Performance: If by the reason of the City's failure or refusal to furnish or cause to be furnished public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Authority or to the tenants of the Project, then the Authority shall notify the City Clerk and the City shall have fifteen (15) days to correct such failure or refusal. If the Authority incurs any expense to obtain such services or facilities, then the Authority may deduct the amount of such expense reasonably incurred from any payments in lieu of taxes due or to become due to the City in respect to the Project, subject to the prior review and approval of HUD. Expenses incurred because of litigation against the City to enforce this paragraph shall not be deducted from payments in lieu of taxes. Nothing herein shall be construed as preventing the Authority or the City from applying to a state or federal court of competent jurisdiction to enforce this Agreement.

7. Specific Undertaking by the Authority: The Authority shall, commencing with the date of this Agreement:

(a) Construct all buildings to standards equal to those required by the City's building codes.

(b) Maintain the premises of the Project in compliance with the applicable ordinances adopted by the Oneida Tribe of Indians of Wisconsin, and the standards required by the Government under the attached contract for the Project, marked Exhibit "C" and incorporated herein.

(c) Agree not to erect any buildings except for the proposed housing project and for office space to manage the Project.

(d) Require contractor to secure City building permits.

8. Conflict of Interest: No public official, employee or member of the governing body of the City who exercises any responsibilities or functions with respect to the Project during his or her tenure in office or employment 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 the Project, or any contracts in connection with such Project or property. If any such governing body member or such other public official or employee of the City involuntarily acquires or had acquired prior to the beginning of such tenure any such interest, such person shall immediately disclose such interest to the Authority, and shall thereafter refrain from exercising any discretionary authority as regards to the Project.

9. Continuation of the Agreement: So long as there remains in effect, any contract between the Authority and Government for loans (including

preliminary loans) or annual contributions or both, in connection with the Project, or so long as any bonds issued in connection with the 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 rights, privileges and obligations of the City hereunder shall remain in full force and effect with respect to the Project so long as the beneficial title to the Project is held by the Authority or by any other public body or agency, including the Government, authorized by law to engage in the development or administration of housing projects. If at any time the beneficial title to, or possession of, the Project comes to be held by such other public body or agency, including the Government the provisions hereof shall inure to the benefit of, and may be enforced by, such other public body or agency, including the Government.

10. Amenability to Suit: The Authority and the City may sue or be sued but only in a state or federal court of competent jurisdiction.

11. Jurisdiction: Nothing herein is designed to affect the jurisdictional powers and immunities which the City, its officials, officers or employees, the Oneida Tribe of Indians of Wisconsin and its members enjoy under Wisconsin or Government laws. To the extent not precluded by the Oneida Treaty of 1838 and federal law, the Housing Authority agrees and the City declares its intent that all state laws and ordinances of the City shall apply to the residents within the Project boundaries and may be enforced by duly authorized officials of the City of Green Bay.

IN WITNESS WHEREOF the City and the Authority have respectively signed  
this Agreement and caused their seals to be affixed and attested as of this

21 day of September, 1984.

ATTEST:

CITY OF GREEN BAY

*[Signature]*

BY:

*[Signature]*

ATTEST:

ONEIDA HOUSING AUTHORITY

*[Signature]*

BY:

*[Signature]*