

RESOLUTION NO. 600

RESOLUTION CONCERNING THE ACQUISITION OF OAK PARK
BY THE HOUSING AUTHORITY OF THE CITY OF PASO ROBLES

The City Council Of The City of El Paso De Robles Does Resolve As Follows:

That, the United States of America, acting through the Housing and Home Finance Agency, Public Housing Administration, owns permanent war housing now known as PHA project No. CAL-4121 consisting of 150 dwelling units, located in the City of El Paso de Robles, State of California; and

WHEREAS, such housing is no longer needed for purposes of war; and

WHEREAS, there exists in the City of El Paso de Robles a serious shortage of decent, safe, and sanitary housing, which constitutes a menace to the health, safety, morals and welfare of the inhabitants of the City, especially to the families of veterans and servicemen of low income and other families of low income; and

WHEREAS, if the Congress of the United States should authorize the conveyance of such housing to provide housing for families of low income, the Housing Authority of the City of Paso Robles proposes to acquire such housing and to operate it as low-rent housing.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES:

Section 1. That it is the determination, finding, and declaration of the Mayor and City Council of El Paso de Robles that it will be in the best interests of the community and of the families of veterans and servicemen to make such housing available as low-rent housing for families of low income.

Section 2. That the Mayor and City Council of El Paso de Robles hereby petition the Congress of the United States to authorize the acquisition of such housing by The Housing Authority of the City of Paso Robles to be administered as low-rent housing for families of low income.

Section 3. That the Mayor of the City is hereby authorized and directed to execute in triplicate a cooperation contract on behalf of the City, and the Clerk of the City is hereby authorized and directed to impress the corporate seal of the City thereon to attest the same, said Contract to be substantially in form, as attached.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Passed and Adopted this 10th day of November 1947.


MAYOR

ATTEST:


CITY CLERK

COOPERATION CONTRACT

This Contract entered into the 10th day of November 1947, by and between the Housing Authority of the City of Paso Robles (herein called the "Authority"), and the City of El Paso de Robles (herein called the "City"), witnesseth:

1. Whenever used in this Contract:
 - (a) The term "Project" shall mean the war housing developed by the Federal Government, now known as PHA project No. CAL-4121, and hereafter to be administered as low-rent housing within the City by the Authority.
 - (b) The term "Taxing Bodies" shall mean the State and every political subdivision or taxing unit thereof (including the City) which has authority to levy taxes or to certify taxes to a taxing body or public officer to be levied for its use and benefit and in which the Project is situated.
 - (c) The term "Shelter Rent" shall mean the total of all charges to all tenants for dwelling rents and non-dwelling rents (excluding furniture rentals, the cost of all commercial and non-commercial utilities, and all other non-rental income).
2. The Authority shall endeavor to secure a contract with the PHA for the acquisition by the Authority of the Project, and in that event shall administer the Project as low-rent housing for families of low income. The provisions of this contract shall be applicable in respect to the Project in the event of such acquisition.
3. The Project and the Authority being exempt from all taxes and special assessments under the Constitution and Statutes of the State of California, the Authority shall make payments (herein called the "PILOT"), to the City in lieu of such taxes and special assessments and in payment for municipal services and facilities furnished for or with respect to the Project, as follows:
 - (a) For the period from the day following the end of the tax year, the lien date of which was the last tax lien date preceding the date of conveyance of the Project to the Authority, to the close of the then current Project fiscal year and for each of the next succeeding two Project fiscal years the PILOT shall be in an amount equal to the greater of either (1) all income of the Project, less (i) operating expenses (including reserves, but excluding the PILOT) of the Project, and less (ii) an amount computed at the rate of \$20,121.24 per annum, or (2) ten per cent (10%) of Shelter Rents, earned during such period or fiscal year, as the case may be:
 - (b) For each succeeding Project fiscal year and continuing to a date forty-five (45) years from the date of conveyance of the Project to the Authority the PILOT shall be in an amount equal to ten per cent (10%) of the Shelter Rents earned during such fiscal year.

The PILOT made pursuant to subparagraphs (a) and (b) above shall be made after the end of each Project fiscal year, and shall in no event exceed the lesser of (i) the amount of the real property taxes which would be paid on the Project if it were not exempt from taxation, or (ii) all income of the Project after payment of operating expenses (including reserves but excluding the PILOT) of the Project for the period or fiscal year for which the PILOT is made. Upon failure of the Authority to make the PILOT, no lien against the Project or assets of the Authority shall attach. The Authority covenants that it will use its best endeavors consistent with the proper administration of the Project for low-rent purposes to budget its expenditures and its rental and other income in such manner that there will be available in each year for PILOT, an amount at least equal to 10% of Shelter Rents.

COOPERATION CONTRACT - Continued

3. Continued

The City shall distribute the PILOT among the Taxing Bodies in the proportion which the real property taxes otherwise payable to each Taxing Body bear to the sum of the real property taxes of all Taxing Bodies which would otherwise be levied against the Project; provided, however, that no payment for any period or year, as the case may be, shall be made to any Taxing Body (including the City) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such period or year, as the case may be, if the Project were not exempt from taxation.

Anything to the contrary herein notwithstanding, no PILOT shall be made for any period or year which would exceed the amount permitted to be paid by the laws of the State for such period or year.

4. During the period commencing with the date of the conveyance of the Project to the Authority and continuing for forty-five (45) years thereafter, the City without cost or charge to the Authority or the tenants of the Project (other than the PILOT), with respect to the Project, shall (a) furnish to the Authority and the tenants of the Project the usual municipal services and facilities which are or may be furnished without cost or charge to other dwellings and inhabitants in the City, including, but not limited to: educational, fire, police and health protection and services, street maintenance and repair, street lighting on public streets within the Project and on the boundaries thereof; (b) extend water, and storm and sanitary sewer mains to the site of the Project and provide adequate sewer services for the Project; (c) waive any building and inspection fees to which the Authority or the Project might otherwise be or become subject; and (d) cooperate with the Authority by vacating such streets and alleys within the area of the Project or adjacent thereto as may be or become necessary in the administration or further development or expansion of the Project, by accepting the dedication of land for new streets and alleys or easements, by zoning, or rezoning the site of the Project to an appropriate neighborhood classification and by such other lawful action or ways as the City and the Authority may find necessary in connection with the administration or further development or expansion of the Project. The City also does hereby waive any and all existing violations of building, zoning or other ordinances, codes or regulations which might otherwise prevent or limit the operation of the Project for the purpose of providing dwelling accommodations for families of low income.

In connection with the vacation of any streets or alleys under the terms of this Contract, the City shall cause to be removed from such vacated areas, at no cost to the Authority, all public or private utility lines and equipment.

5. The City shall furnish, dedicate, pave, install, grade or regrade, plan or replan any streets, roads, alleys and sidewalks, within or bounding the site of the Project, which the Authority finds are necessary in the administration or further development or expansion of the Project; such facilities shall be furnished and such work performed by the City within a reasonable time after receipt of a written request therefor from the Authority. The Authority, as abutting property owner, shall pay to the City the amount which may otherwise lawfully be assessed for the installation of any paving or sidewalks within or bounding the site or sites of the Project and which the Authority may request to be installed.

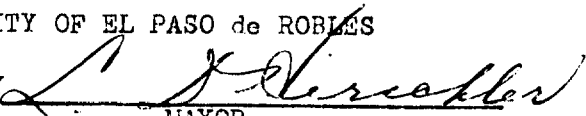
COOPERATION CONTRACT - Continued

6. This Contract shall not be abrogated, changed or modified prior to the expiration of forty-five (45) years from the date of the conveyance of the Project to the Authority, and shall be binding upon the City and the owner of the Project so long as the owner of the Project is the Authority or some other public body or governmental agency authorized by law to engage in the development or administration of low-rent housing projects, and so long as the Project is used for the purpose of providing housing for families of low income.

IN WITNESS WHEREOF, the City and the Authority have respectively caused this Contract to be duly executed as of the day and year first above written.

CITY OF EL PASO de ROBLES

BY


MAYOR

(SEAL)

ATTEST:


CITY CLERK

HOUSING AUTHORITY OF THE
CITY OF PASO ROBLES

BY


CHAIRMAN

(SEAL)

ATTEST:


SECRETARY