

RESOLUTION NO. 715

RESOLUTION OF THE CITY OF EL PASO DE ROBLES REQUESTING
CONVEYANCE OF A PERMANENT WAR HOUSING PROJECT FOR LOW-
RENT USE

WHEREAS, 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 One Hundred Fifty (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 said City a need for such housing to be operated as low-rent public housing at rents within the means of low-income families, especially families of living or deceased veterans and servicemen, which need is not being met by private enterprise; and

WHEREAS, such a condition constitutes a menace to the health, safety, morals and welfare of the inhabitants of the City; and

WHEREAS, the Congress of the United States has authorized by Public Law 475, approved by the President, April 20th, 1950, the conveyance to a public housing agency of such housing to provide housing for families of low income and 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 CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES:

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

SECTION 2: That the City Council of the City of El Paso de Robles does hereby request the conveyance of such housing to 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 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 and to attest the same, said contract to be substantially in form as attached hereto.

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

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 6th day of November, 1950.

CITY OF EL PASO DE ROBLES


MAYOR

ATTEST:


CITY CLERK

COOPERATION AGREEMENT
(War Housing Conveyed for Low-Rent Use)

This Agreement entered into this 8th day of November, 1950, by and between The Housing Authority of the City of Paso Robles (herein called the "Local Authority") and The City of El Paso de Robles (herein called the "Municipality"), witnesseth:

WHEREAS, the City Council (the governing body of the Municipality) has requested the Public Housing Administration (herein called the PHA) to convey to the Local Authority certain war housing located within the corporate limits of the Municipality for use as low-rent housing; and

WHEREAS, the Local Authority proposes to accept conveyance of such housing and to enter into a contract or contracts with the PHA for the administration of such housing pursuant to Section 606 of Public Law 849, 76th Congress, as amended; and

WHEREAS, the Municipality is desirous of assisting and cooperating with the Local Authority in such undertakings;

NOW, THEREFORE, 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 "Project" shall mean any war housing which is hereafter conveyed to the Local Authority for low-rent use and for which the conveyance has been requested by the governing body of the Municipality.

(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.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for the acquisition and operation of one or more Projects for low-rent use.

3. (a) Under the constitution and statutes of the State of California all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any 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 Local Authority and the PHA in connection with such Project remains in force and effect, or (iii) any monies due to the PHA 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 Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") to the Municipality 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.

(b) For the tax year in which the conveyance from the PHA to the Local Authority is made and the next succeeding tax year each annual Payment in Lieu of Taxes shall be in an amount equal to either (i) the real property taxes which would be paid to all Taxing Bodies for each of such years if the Project were not exempt from taxation, less any Payments in Lieu of Taxes previously paid by the Federal Government or the Local Authority for such year, and also less such allowance as may be considered by the Local Authority to be appropriate for expenditures by either the Federal Government or the Local Authority for the repair and maintenance of streets, utilities, or other public services to serve such Project or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower. Such payments shall be made at the time when real property taxes on such Project would be paid if it were subject to taxation. The Municipality shall distribute such Payments in Lieu of Taxes for said two years among the Taxing Bodies in the same proportion in which real property taxes would have been paid to each Taxing Body for such year if the Project were not exempt from taxation, Provided, that any deduction or allowance made

on account of expenditures by the Federal Government or the Local Authority shall be deducted from the payment to the appropriate Taxing Body which should have rendered the service involved.

(c) After the end of the two tax years referred to in paragraph 3 (b) above, each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or portion thereof, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(d) The Municipality shall distribute the Payments in Lieu of Taxes provided for in paragraph 3(c) above among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(e) Upon failure of the Local Authority to make any Payments in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any 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 Local Authority and the PHA in connection with such Project remains in force and effect, or (iii) any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local 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) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the protection of such Project and the surrounding territory;

(c) Accept grants of easements necessary for the administration of such Project; and

(d) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the administration of such Project.

5. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas.

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

7. 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.

8. So long as any contract between the Local Authority and the PHA in connection with any Project remains in force and effect, or so long as any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local 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-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 PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

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

CITY OF EL PASO de ROBLES

(SEAL)

By

D. Russell Galt
Mayor

Attest:

J. Stecker
City Clerk

HOUSING AUTHORITY OF THE CITY OF PASO ROBLES

(SEAL)

By

Chairman

Attest:

Secretary