

A RESOLUTION
CERTIFYING THE COOPERATION AGREEMENT
BETWEEN THE CITY OF CHARLOTTESVILLE AND THE
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY

WHEREAS, the City of Charlottesville and the Charlottesville Redevelopment and Housing Authority entered into a Cooperation Agreement dated May 13, 1958; and

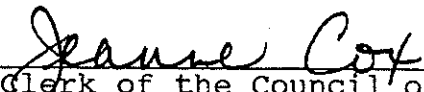
WHEREAS, the Cooperation Agreement has been duly amended by the parties thereto by properly executed instruments dated March 2, 1959, July 13, 1965, November 17, 1969 and September 4, 1985; and

WHEREAS, the United States Department of Housing and Urban Development has issued a notice seeking applications for the development of additional public housing; and

WHEREAS, any application of the Charlottesville Redevelopment and Housing Authority for such additional housing must contain a resolution from the governing body of the locality certifying the Cooperation Agreement; now, therefore,

BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the Cooperation Agreement, as amended, between the City of Charlottesville and the Charlottesville Redevelopment and Housing Authority is hereby certified as being in full force and effect and that said Agreement meets the requirements for local cooperation agreements as set forth in 24 C.F.R. section 941.201 (c).

Adopted by the City Council of the City of Charlottesville, Virginia this 16th day of July, 1990.



Clerk of the Council of the
City of Charlottesville

90-6-37

[SEAL]

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COOPERATION AGREEMENT

This Agreement entered into this 13th day of May 1958, by and between Charlottesville Redevelopment and Housing Authority (herein called the "Local Authority") and the City of Charlottesville, Virginia (herein called the "Municipality"), witnesseth:

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

1. Whensver used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision of 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 nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Projects comprising approximately 200 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

~~REUSE~~

3. (a) Under the constitution and statutes of the Commonwealth of Virginia, all Projects are exempt from all real and personal property taxes 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 for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or 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 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") in lieu of such taxes 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) 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 percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount by which the real property taxes which would have been paid to all Taxing Bodies for such fiscal year if such Project were not exempt from taxation exceeds twenty (20%) percent of the Federal Annual Contribution actually payable with respect to such Project for such fiscal year, provided that if two or more Projects are covered by one contract with the PHA for annual contributions, the amount of the Federal Annual Contribution actually payable with respect to each Project shall be determined by pro-rating the total Federal Annual Contribution actually payable with respect to all such Projects in proportion to the development cost of the respective Projects, or (iii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lowest.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment 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. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in

an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites 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 PEA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PEA 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) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated area, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far 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 development and 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 development and protection of such Project and the surrounding territory;

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

(e) 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 development and administration of such Project.

6. 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:

(a) 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, after the Local 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 Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project 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 Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. 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.

8. 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.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or 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.

10. In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no Annual Contributions Contract had been entered into prior to August 2, 1954, between the Local Authority and the PHA:

(1) After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;

(2) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause 1(a) of this Section 10; Provided, That the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project;

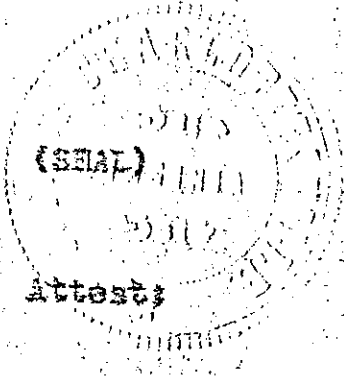
(3) The Municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this Section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project.

Added per amendment #2

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 Charlottesville, Virginia
(Corporate Name of Municipality)

By *[Signature]*
Mayor



Attest:

[Signature]
City Clerk

Charlottesville Redevelopment and Housing Authority
(Corporate Name of Local Authority)

By *E.R. Slaughter*
Chairman



Attest:

E.L. Turner
Secretary

AMENDMENT TO COOPERATION AGREEMENT #1

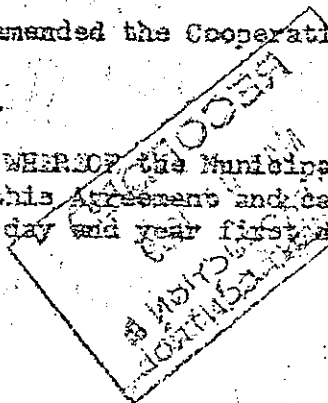
This Amendatory Agreement made and entered into this 2nd day of March, 1959, by and between the Charlottesville Redevelopment and Housing Authority (hereinafter called the "Local Authority") and the City of Charlottesville, Virginia (hereinafter called the "Municipality"),

WITNESSETH:

That for and in consideration of the mutual benefits flowing from one to the other, the Local Authority and the Municipality do hereby agree that the Cooperation Agreement between them dated May 13, 1958, shall be and it hereby is amended by inserting in Section 2 thereof the phrase "225 units of low-rent housing"; in lieu of the phrase "200 units of low-rent housing".

As hereby amended the Cooperation Agreement shall continue in full force and effect.

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 Charlottesville, Virginia
(Corporate Name of Municipality)

By Thomas J. Perkins
Mayor

(SEAL)

Attest:

J. S. Pugh
City Clerk

Charlottesville Redevelopment and Housing Authority
(Corporate Name of Local Authority)

By E. R. Slaughter
Chairman

(SEAL)

Attest:

James W. Price, Jr.
Secretary

I certify the above to be a true and exact copy of the Amendment to the Cooperation Agreement, dated the _____ day of _____, 1959, adopted by the Charlottesville Redevelopment and Housing Authority and the Council of the City of Charlottesville.

James W. Price, Jr.
Secretary, Charlottesville
Redevelopment and Housing Authority

AMENDMENT TO COOPERATION AGREEMENT

This Amendatory Agreement made and entered into this 2nd day of *March*, 1959, by and between the Charlottesville Redevelopment and Housing Authority (hereinafter called the "Local Authority") and the City of Charlottesville, Virginia (hereinafter called the "Municipality"),

WITNESSETH:

That for and in consideration of the mutual benefits flowing from one to the other, the Local Authority and the Municipality do hereby agree that the Cooperation Agreement between them dated May 13, 1958, shall be and it hereby is amended by inserting in Section 2 thereof the phrase "225 units of low-rent housing"; in lieu of the phrase "200 units of low-rent housing".

As hereby amended the Cooperation Agreement shall continue in full force and effect.

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 Charlottesville, Virginia
(Corporate Name of Municipality)

By *Thomas J. Miller*
Mayor

Attest:

J. S. Lusk
City Clerk

Charlottesville Redevelopment and Housing Authority
(Corporate Name of Local Authority)

By *E. R. Haughton*
Chairman

(SEAL)

Attest:

George W. Davis, Jr.
Secretary

I certify the above to be a true and exact copy of the Amendment to the Cooperation Agreement, dated the _____ day of _____, 1959, adopted by the Charlottesville Redevelopment and Housing Authority and the Council of the City of Charlottesville.

By *George W. Davis, Jr.*
Secretary, Charlottesville
Redevelopment and Housing Authority

AMENDATORY AGREEMENT NO. 2

TO COOPERATION AGREEMENT

THIS AMENDATORY AGREEMENT made this 13 day of July , 1965 , by and between Charlottesville Redevelopment and Housing Authority (herein called the "Local Authority") and the City of Charlottesville, Virginia (herein called the "Municipality").

WITNESSETH:

WHEREAS, the Local Authority and the Municipality entered into a certain Cooperation Agreement, dated May 13, 1958, as amended March 2, 1959, with respect to the development and administration by the Local Authority of low-rent housing within the corporate limits of the Municipality; and

WHEREAS, the parties desire to amend said Cooperation Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual covenants contained in said Cooperation Agreement the parties do hereby agree as follows:

1. Section 2 of said Cooperation Agreement, as amended, shall be and the same is hereby amended by deleting the figure "225" therein and substituting in lieu thereof the figure "325".

2. Subsection "b" of Section 3 of said Cooperation Agreement is hereby deleted and the following substituted therefor:

"(b) 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 percent (10%) of the shelter rent actually collected, but in no event to exceed 10 percent of the shelter rent charged by the Local Authority in respect to such project during such fiscal year, or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever is the lower. Provided: That the fiscal year for which such payments are made commences after September 2, 1964."

3. Section 10 of said Cooperation Agreement is deleted.

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



City of Charlottesville
(Corporate Name of Municipality)

BY *Lindsay B. Mount*
Mayor

Charlottesville Redevelopment
and Housing Authority

(Corporate Name of Local Authority)

BY *J. T. Rush*
City Clerk

BY *E. R. Slaughter*
Chairman



BY *H. E. Armstrong*
Secretary-Treasurer

AMENDMENT
TO
COOPERATION AGREEMENT

THIS AMENDATORY AGREEMENT made this 17th day of November, 1969 by and between the CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY (herein called the "Local Authority") and the City of Charlottesville, Virginia (herein called the "Local Government").

WITNESSETH:

WHEREAS, the Local Authority and the Local Government entered into a certain Cooperation Agreement, dated May 13, 1958, as amended, with respect to the development and administration by the Local Authority of low-rent housing projects within the corporate limits of the Local Government, such projects to contain an aggregate number of dwellings not in excess of 325 units; and

WHEREAS, the parties desire to amend the said Cooperation Agreement in certain respects,

NOW, THEREFORE, in consideration of the mutual covenants contained in the said Cooperation Agreement the parties do hereby agree as follows:

1. Section 2 of the said Cooperation Agreement, as amended, shall be and the same is hereby amended by deleting the figure "325" therein and substituting in lieu thereof the figure "550".
2. Wherever used in said Cooperation Agreement the terms "Public Housing Administration" and "PHA" shall be construed to mean "United States of America".

IN WITNESS WHEREOF, the Local Authority and the Local Government have caused this Amendatory Agreement to be executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

(SEAL)
ATTEST:

J. E. Rush
City Clerk

(SEAL)
ATTEST:

C. E. Arington
Secretary

CITY OF CHARLOTTESVILLE, VIRGINIA

By [Signature]
Mayor

CHARLOTTESVILLE REDEVELOPMENT AND
HOUSING AUTHORITY

By E. R. Slaughter
Chairman

AMENDMENT No. 4

AMENDMENT TO COOPERATION AGREEMENT BETWEEN
CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY
AND THE CITY OF CHARLOTTESVILLE DATED MAY 13, 1958

This Amendment entered into this 4th day of September, 1985, by and between the Charlottesville Redevelopment and Housing Authority, hereinafter called the "Authority" and the City of Charlottesville, Virginia, hereinafter called the "City".

WITNESSETH:

WHEREAS, the City and the Authority have previously entered into a Cooperation Agreement dated May 13, 1958, providing generally for the City's assistance to and cooperation with the Authority in the development of public housing projects within the corporate limits of the City; and

WHEREAS, under paragraph 6(a) of such Cooperation Agreement the City agreed to accept the dedication of all interior streets, roads, alleys and adjacent sidewalks within such public housing projects, and pursuant to that Agreement, accepted the dedication of the street designated as Hardy Drive within the boundaries of the Westhaven Public Housing Project; and

WHEREAS, on September 3, 1985, pursuant to a request of the Authority the City vacated the public right-of-way of Hardy Drive in order to restore the Authority's full ownership and control over that street for law enforcement purposes;

NOW, THEREFORE, the Cooperation Agreement of May 13, 1958 between the City and the Authority is hereby amended by the inclusion in paragraph 6 thereof of a subparagraph (d) as follows:

(d) Notwithstanding the provisions of the ordinance adopted by City Council on September 3, 1985 to vacate the public right-of-way of Hardy Drive within the Westhaven subdivision, the Municipality agrees that it will continue, in consideration of the payments in lieu of taxes made by the local Authority pursuant to this Agreement, to maintain Hardy Drive and its adjacent sidewalks. Such maintenance shall include, but not be limited to, repair and replacement of paved surfaces and snow removal. The Municipality likewise agrees that it will maintain all underground water, gas, and storm and sanitary sewer mains within Hardy Drive in the same manner as if it remained a public street, and will continue to provide fire, refuse collection and police protection services along Hardy Drive in like manner.

All other provisions of the Cooperation Agreement of May 13, 1958, as heretofore amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Authority have caused this Amendment to be executed by their respective presiding officers, with their respective seals to be affixed and attested as of the day and year first above written.

Attest:

Jeanne Cox
Clerk

CITY OF CHARLOTTESVILLE, VIRGINIA

By

Francis L. Buck, Mayor

Attest:

A. E. Arington
Secretary

CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY

By

E. G. Hall, Chairman