

RESOLUTION NO. 22

RESOLUTION ON
"AMENDED COOPERATION AGREEMENT,
DIP URBAN RENEWAL PROJECT VA. R-64"

WHEREAS, the City Council of the City of Alexandria, Virginia, passed a resolution, dated the 23rd day of June, 1970, approving the Urban Renewal Plan (Redevelopment Plan and Project) and the Feasibility of Relocation for the Dip Urban Renewal Project Va. R-64; and

WHEREAS, the Federal Government required, and the City of Alexandria, Virginia, and the Alexandria Redevelopment and Housing Authority did on the 7th day of July, 1970 enter into an agreement entitled "Cooperation Agreement, Dip Urban Renewal Project, Va. R-64" prior to the commencement of said project; and

WHEREAS, the Federal Government further requires that an amended agreement be entered into between the City of Alexandria, Virginia, and the Alexandria Redevelopment and Housing Authority prior to the commencement of said project; and

WHEREAS, such amended agreement entitled "Amended Cooperation Agreement, Dip Urban Renewal Project, Va. R-64" has been submitted to the City Council for its consideration and approval,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF ALEXANDRIA, VIRGINIA, AS FOLLOWS:

That the "Amended Cooperation Agreement, Dip Urban Renewal Project, Va. R-64" be and the same hereby is approved and the City Manager is hereby authorized to execute the said document on behalf of the City of Alexandria, Virginia, and the City Clerk is authorized to attest the said document and place thereon the Seal of the City.

Adopted April 13, 1971

Helen Vickers
Mrs. Helen Vickers, City Clerk
and Clerk of Council

RESOLUTION

AMENDED COOPERATION AGREEMENT
DIP URBAN RENEWAL PROJECT
PROJECT NO. VA. R-64

WHEREAS, the Alexandria Redevelopment and Housing Authority of the City of Alexandria, Virginia, passed a resolution, dated the 23rd day of June, 1970, approving the Dip Urban Renewal Project; and

WHEREAS, the City Council of the City of Alexandria and the Alexandria Redevelopment and Housing Authority entered into a certain agreement designated as a Cooperation Agreement for the Project entitled "Cooperation Agreement, Dip Urban Renewal Project, Project No. Va. R-64", dated the 23rd day of June, 1970; and

WHEREAS, it is required that the said Agreement be amended to incorporate an assurance of non-discrimination relative to the public facilities being offered as non-cash grants-in-aid and a commitment that the City of Alexandria will donate without costs those public lands so specified in the Urban Renewal Plan for the Dip Urban Renewal Project; and

WHEREAS, it is required that the said Agreement be amended to change the present estimate of the City's one-fourth share of project cost from \$1,252,873 to \$1,254,078; and

WHEREAS, it is required that the said Agreement be amended to change the present estimate of the City's cash deficiency payment to the Authority, on or before completion of the project, from \$10,946 to \$12,151; and

WHEREAS, the Alexandria Redevelopment and Housing Authority is of the opinion that this Amended Cooperation Agreement should be approved, entered into and executed:

NOW, THEREFORE, BE IT RESOLVED BY THE ALEXANDRIA REDEVELOPMENT AND HOUSING AUTHORITY OF THE CITY OF ALEXANDRIA, VIRGINIA, AS FOLLOWS:

That the Amended Cooperation Agreement entitled "Amended Cooperation Agreement, Dip Urban Renewal Project, Project No. Va. R-64", dated the 20th day of April, 1971, be and the same hereby is approved and the Chairman is authorized to execute the said Amended Agreement on behalf of the Authority and the Secretary is authorized to attest said Amended Agreement and place thereon the seal of the Alexandria Redevelopment and Housing Authority.

I, Harland K. Heumann, Secretary of the Alexandria Redevelopment and Housing Authority, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Commissioners of the Alexandria Redevelopment and Housing Authority at the meeting held on the 5th day of April, 1971.

Dated this 20th day of April, 1971.

/s/ H. K. Heumann

AMENDED COOPERATION AGREEMENT
DIP URBAN RENEWAL PROJECT
VA. R-64

THIS COOPERATION AGREEMENT entered into this 20th day of April, 1971, by and between the City Council of the City of Alexandria, Virginia, hereinafter designated and referred to as the "Local Governing Body", and the Alexandria Redevelopment and Housing Authority, hereinafter designated and referred to as the "Authority."

WITNESSETH THAT:

WHEREAS, the Authority with the cooperation of the Local Governing Body, proposes to undertake, develop and carry out an Urban Renewal (Redevelopment) Project known as the Dip Urban Renewal Project, Va. R-64, the boundary description of which is attached hereto, and hereinafter designated as the "Project"; and

WHEREAS, the Authority has made application to the Department of Housing and Urban Development for loan and capital grant funds for the Project, and, pursuant to such application, the Authority proposes to enter into a loan and grant contract with the Department of Housing and Urban Development for Federal financial assistance under Title I of the Housing Act of 1949, as amended, for the purpose of carrying out the Project; and

WHEREAS, the Local Governing Body and the Authority are cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects with Federal financial assistance under Title I of the Housing Act of 1949, as amended, including those prohibiting discrimination in the use of public facilities being offered as non-cash grants-in-aid because of race, color, creed, or national origin; and

WHEREAS, the Local Governing Body agrees to donate without costs those public lands so specified in the Urban Renewal Plan; and

WHEREAS, prerequisite to said loan and grant contract, the Department of Housing and Urban Development requires assurance of cooperation on the part of the Local Governing Body that local grants-in-aid will be provided equal to not less than one-fourth of the net cost of the Project:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the benefits to accrue to the Local Governing Body as a result of the Authority undertaking, developing, and carrying out the Project in accordance with the aforementioned loan and grant contract, the following are agreed upon:

1. The Local Governing Body agrees to provide local grants-in-aid equal to not less than one-fourth of the aggregate net project cost of this project. The City's one-fourth share of project cost is presently estimated to be \$1,254,078.

2. The Local Governing Body agrees to provide grant-in-aid improvements for the project in accordance with a schedule agreeable to the Local Governing Body and the Authority, consisting of streets, curbs, gutters, sidewalks, storm and sanitary sewers, fire hydrants, street lights, street trees, etc., as required by the Urban Renewal (Redevelopment) Plan and there shall be credited against one-fourth of said aggregate net project cost the actual cost of constructing such grant-in-aid improvements which are presently estimated to be \$1,241,000. The Local Governing Body agrees to make a cash deficiency payment to the Authority on or before completion of the project equivalent to the difference between the cost of such grants-in-aid and one-fourth of the net project cost which is presently estimated to be \$12,151.

3. It is understood and agreed that in addition to such local grants-in-aid as are hereinabove provided, the Local Governing Body will make funds available sufficient to pay administrative overhead and expenses for the project as requested by the Authority in accordance with the annual operating budget of the City; however, all rents derived from property within said project during the period of ownership by the Authority shall be applied (a) to maintain rented properties, and (b) to Authority administrative overhead and expenses.

4. It is understood and agreed that there shall be no credit for local real estate taxes in determining the project cost and that the Authority shall not be liable for taxes on the project property acquired by it for the period of time such property is actually owned by the Authority.

5. Notwithstanding any other provisions of this Agreement, the Local Governing Body agrees to initiate, commence, and place under construction all the work and improvements to be undertaken by it under this Agreement at such times as shall be coincident with the construction and progress of the entire project. The Local Governing Body agrees that all improvements and facilities placed under construction and work commenced and initiated for the Project shall be completed within a reasonable time after the commencement thereof.

6. It is understood and agreed that amounts payable by the Local Governing Body to the Authority as hereinabove set forth are based on estimates, and that if the total actual net cost of the Project (as determined by the Authority in accordance with its contract with the Federal Government) is greater or less than the total estimated net cost of the Project, the amount of the local grants-in-aid to be made by the Local Governing Body to the Authority as provided above shall be proportionately adjusted.

7. Notwithstanding any other provision of this Agreement, if upon the final determination of (a) the net cost of the Project, and (b) the amount, cost or value (as the case may be) of all local grants-in-aid which are actually made with respect to the Project, it is found that the aggregate amount of all sums which are provided with respect to the Project as cash local grants-in-aid, together with the amount, cost, or value (as the case may be) of all non-cash local grants-in-aid which are actually made and approved with respect to the Project, is in excess of the total amount of the local grants-in-aid necessary for the Local Public Agency to meet its aforementioned share of the net cost of the Project, then so much of the amount of such local grants-in-aid as shall be so in excess shall, for the purpose of this Agreement, be termed and treated as a non-interest-bearing local loan to the Project.

8. The Local Governing Body agrees that, upon request of the Authority and at no cost to the Authority, and insofar as it can lawfully do so, it will vacate the streets, roads, alleys, and other public ways, if any, proposed to be vacated in the Urban Renewal (Redevelopment) Plan and as shown therein, and will convey to the Authority, if necessary, the area of the streets, roads, alleys, and other public ways vacated.

9. The Local Governing Body agrees to accept, without payment to the Local Governing Body of any nature, the dedication of all streets and public rights-of-way and easements as provided in the Urban Renewal (Redevelopment) Plan, when requested by the Authority, and to develop the same in accordance with the provisions of said Urban Renewal (Redevelopment) Plan.

