

RESOLUTION NO. 230

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

WHEREAS, the City Council of the City of Alexandria and the Alexandria Redevelopment and Housing Authority on June 23, 1970 approved the Dip Urban Renewal Project, Va. R-64 and the "Cooperation Agreement, Dip Urban Renewal Project, Project No. Va. R-64," and executed the latter on July 7, 1970; and

WHEREAS, the City Council and the Authority approved an Amended Cooperation Agreement and executed same on April 20, 1971; and

WHEREAS, it is required that the said Agreement be amended a second time to change the present estimate of the City's one-fourth share of project cost from \$1,254,078 to \$1,833,316; and

WHEREAS, it is required that the said Agreement be amended a second time to change the present estimate of the cost of the City's constructing grant-in-aid improvements, to be credited against the said share, from \$1,241,927 to \$1,239,927; and

WHEREAS, it is required that the said Agreement be amended a second time to change the present estimate of the City's cash deficiency payment to the Authority, on or before completion of the project, from \$12,151 to \$593,389; and

WHEREAS, such amended agreement entitled "Second Amended Cooperation Agreement, Dip Urban Renewal Project, Project No. 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 "Second Amended Cooperation Agreement, Dip Urban Renewal Project, Project No. 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 July 24, 1973

Mrs. Helen Vickers, Clerk of the
City of Alexandria, Virginia

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

THIS COOPERATION AGREEMENT entered into this _____ day of _____, 1973, 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 proposes to cooperate with the Authority in providing financial assistance, including advances for administrative overhead and expenses and local grants-in-aid required under said 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, religion, color, sex, 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 \$1,833,316.
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 \$1,239,927. 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 \$593,389.

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, or if the local Governing Body's percentage share of the total estimated net cost of the project is less, the amount of the local grant-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.
10. It is understood and agreed that this Agreement may be amended from time to time by mutual agreement of the parties hereto, subject to the Department of Housing and Urban Development concurrence therein.

IN WITNESS WHEREOF, the City Council of the City of Alexandria, Virginia, and the Alexandria Redevelopment and Housing Authority have caused this Co-operation Agreement to be duly signed and executed as of the day and year first above written.

CITY OF ALEXANDRIA, VIRGINIA

ATTEST _____
City Clerk

By _____
City Manager

ALEXANDRIA REDEVELOPMENT AND HOUSING
AUTHORITY

ATTEST _____
Secretary

By _____
Chairman

BOUNDARY DESCRIPTION OF THE
DIP URBAN RENEWAL PROJECT, VA. R-64

BEGINNING at a point, said point being the intersection of the center line of Duke Street and the center line of South Henry Street;

Thence running in a southerly direction along the center line of U.S. Route 1 approximately 922 feet to a point, said point being the intersection of the center line of Route 1 and the center line of Wilkes Street;

Thence running in a westerly direction along the center line of Wilkes Street approximately 610.50 feet to a point, said point being the intersection of the center line of Wilkes Street and the center line of South Fayette Street;

Thence running in a southerly direction along the center line of South Fayette Street approximately 195 feet to a point, said point being the intersection of the center line of South Fayette Street with the projected line of the north side of a 15-foot alley, block 2, Assessment Map 117;

Thence running in an easterly direction along the north side of said alley approximately 157 feet to a point, said point being the intersection of the north side of said alley with the east side of a 15-foot alley running in a southerly direction in block 2, Assessment Map 117;

Thence running in a southerly direction along the east side of said alley approximately 116 feet to a point, said point being the intersection of the east side of said alley with the southerly line of lot 12.1, block 2, Assessment Map 117;

Thence running in an easterly direction along the southerly line of said lot 12.1 approximately 123 feet to a point, said point being the intersection of said southerly lot line and the westerly right-of-way line of South Henry Street;

Thence running in a southerly direction along the westerly right-of-way line of South Henry Street approximately 142 feet to a point, said point being the intersection of the westerly right-of-way line of South Henry Street and the southerly right-of-way line of Gibbon Street;

Thence running in an easterly direction along the southerly right-of-way line of Gibbon Street, approximately 146 feet to a point, said point being the intersection of the said southerly right-of-way line of Gibbon Street with the westerly line of a 16-foot alley running south from Gibbon Street, block 6, Assessment Map 117;

Thence running in a southerly direction along the westerly side of said 16-foot alley line approximately 403 feet to a point, said point being the intersection of the southerly extension of said 16-foot alley line and the center line of Franklin Street;

Thence running in an easterly direction along the center line of said Franklin Street approximately 511 feet to a point, said point being the intersection of said Franklin Street line and the center line of South Alfred Street;

Thence running in a northerly direction along the center line of said South Alfred Street approximately 436.14 feet to a point, said point being the intersection of said South Alfred Street line and the center line of Gibbon Street;

Thence running in an easterly direction along the center line of said Gibbon Street approximately 345.92 feet to a point, said point being the intersection of said Gibbon Street line and the southerly extension of the easterly right-of-way line of South Columbus Street;

Thence running in a northerly direction along said South Columbus Street line approximately 153.00 feet to a point, said point being the intersection of said South Columbus Street line and the southerly right-of-way line of a 10-foot alley, said alley line also being the northerly line of lot 9 of block 3, Assessment Map 127;

Thence running in an easterly direction along said 10-foot alley approximately 125 feet to a point, said point being the intersection of the northerly line of lot 5 of said block 3 and the westerly line of lot 3 of said block 3, said line also being the easterly right-of-way line of a 15-foot alley;

Thence running in a northerly direction along said 15-foot alley and along the easterly right-of-way of a 5-foot alley, said line also being a continuation of said 15-foot alley line, in a northerly direction and crossing Wilkes Street and thence along the easterly line of lot 19 of block 6, Assessment Map 128, approximately 472 feet to a point, said point being the intersection of the easterly line of lot 30 of said block and the northerly line of said lot 30;

Thence running in a westerly direction along said northerly lot line approximately 21 feet to a point, said point being the intersection of the said northerly lot line and the easterly line of lots 31 and 32 of said block 6, Assessment Map 128;

Thence running in a northerly direction along the said easterly lot line approximately 60 feet to a point, said point being the intersection of the easterly line of said lots 31 and 32 and the northerly line of said lot 32 of said block 6;

Thence running in a westerly direction along the said line of lot 32 approximately 102 feet to a point, said point being the intersection of the northerly line of the said lot 32 and the easterly right-of-way line of South Columbus Street;

Thence running in a northerly direction along the easterly right-of-way line of Columbus Street approximately 116 feet to a point, said point being the intersection of the southerly right-of-way line of Wolfe Street and said Columbus Street;

Thence running in an easterly direction along the southerly right-of-way line of said Wolfe Street approximately 68 feet to a point, said point being the intersection of said southerly right-of-way line and the easterly line of lot 3, block 3, Assessment Map 128;

Thence crossing said Wolfe Street and running in a northerly direction along the rear lot lines of lots 17, 18, 19 and 20 of block 3, Assessment Map 128, approximately 166 feet to a point, said point being the intersection of the easterly line of lot 20 and the southerly right-of-way of an 11-foot alley;

Thence running in an easterly direction along the south side of said 11-foot alley approximately 25 feet to a point, said point being the intersection of said alley line and the southerly extension of the easterly line of lot 21A of said block 3;

Thence crossing said 11-foot alley and running in a northerly direction along the easterly line of said lot 21A approximately 56 feet to a point, said point being the intersection of said lot 21A line and the southerly line of lot 1 of said block 3;

Thence running in an easterly direction along the southerly line of said lot 1 approximately 30 feet to a point, said point being the intersection of the southerly line of said lot 1 and the easterly line of said lot 1;

Thence running in a northerly direction along the easterly line of said lot 1 approximately 233 feet to a point, said point being the intersection of the northerly extension of said line of lot 1 of said block 3 and the center line of Duke Street;

Thence running in a westerly direction along the center line of Duke Street approximately 189 feet to a point, said point being the intersection of said Duke Street center line and the northerly extension of the westerly right-of-way line of Columbus Street;

Thence crossing said Duke Street and running in a southerly direction along said westerly right-of-way line of Columbus Street approximately 148 feet to a point, said point being the intersection of said Columbus Street line and the northerly right-of-way line of a 15-foot alley, said alley also being the southerly line of lot 12 of block 2 of Assessment Map 128;

Thence running in a westerly direction along the northerly line of said alley approximately 123 feet to a point, said point being the intersection of said northerly line of said alley and the westerly line of lot 7 of said block 2, Assessment Map 128;

Thence running in a northerly direction along the westerly line of said lot 7 approximately 27 feet to a point, said point being the intersection of said line of lot 7 and the northerly right-of-way line of a 12-foot alley of said block 2, Assessment Map 128;

Thence running in a westerly direction along the northerly line of said 12-foot alley approximately 125 feet to a point, said point being the intersection of said line of said alley and the easterly right-of-way line of South Alfred Street;

Thence running in a northerly direction along said easterly right-of-way line of Alfred Street approximately 121 feet to a point, said point being the intersection of the extension of said South Alfred Street line and the center line of Duke Street;

Thence running in a westerly direction along said Duke Street center line approximately 659 feet to a point, said point being the point of BEGINNING at the intersection of the said center line of Duke Street and the center line of South Henry Street, and containing approximately 34.0 acres.

The following map outlines the general area of the Dip Urban Renewal Project.