

RESOLUTION NO. 237

RESOLUTION AUTHORIZING EXECUTION OF GRANT CONTRACT

WHEREAS, the City of Alexandria, Virginia (the "Applicant") has heretofore submitted an application to the United States of America, Department of Housing and Urban Development (the "Government") for a grant under Section 703 of the Housing and Urban Development Act of 1965, to aid in financing certain neighborhood facilities identified as Project No. NFP-VA-03-39-1005; and

WHEREAS, the Government has approved the said application and has submitted to the Applicant a certain Grant Contract (the "Contract") for approval and execution by the Applicant, which said Contract is satisfactory,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the Applicant, that the said Contract, a copy of which is attached hereto, be and the same is hereby approved. The City Manager is hereby authorized and directed to execute the said Contract in the name and on behalf of the Applicant, in as many counterparts as may be necessary, and the City Clerk is hereby authorized and directed to affix or impress the official seal of the Applicant thereon and to attest the same. The proper officer is directed to forward the said executed counterparts of the said Contract to the Government, together with such other documents evidencing the approval and authorization to execute the same as may be required by the Government.

C E R T I F I C A T E

I, the undersigned, hereby certify: (1) that I am the duly appointed, qualified and acting City Clerk of the Applicant designated in the foregoing Resolution Authorizing Execution of Grant Contract; (2) that I am the custodian of the records of the Applicant including the records of its Governing Body designated in the Resolution; (3) that the above copy of the Resolution is a true and correct copy of the said Resolution as adopted at a duly authorized meeting of the said Governing Body held on September 11, 1973 and on file and of record; (4) that the said meeting was duly convened and held in accordance with all applicable laws and regulations, that a legal quorum was present throughout the meeting, that a legally sufficient number of members of the said Governing Body voted in the proper manner for the adoption of the said Resolution, and that all other requirements for the proper adoption of the said Resolution were fully observed; and (5) that no action has been taken by the said Governing Body or the Applicant to reconsider, amend or rescind the said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Applicant this 13th day of September, 1973.

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

Adopted September 11, 1973

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NEIGHBORHOOD FACILITIES GRANT CONTRACT

CITY OF ALEXANDRIA
Name of Grantee

NFP-VA-03-39-1005
Project No.

NFP-VA-03-39-1005(G)
Contract No.

PART I

THIS Contract, consisting of this Part I and the attached Terms and Conditions, Part II, Form HUD-3192b, dated 5-69 (which Parts, together, are herein called the "Contract"), entered into on the date herein below set out, by and between

City of Alexandria
(herein called the "Grantee") and the United States of America (herein called the "Government"),

WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. PURPOSE OF CONTRACT

The Grantee proposes to carry out a project (herein called the "Project") for the provision of a neighborhood facility in accordance with the Application. The purpose of this Contract is to provide for the extension by the Government to the Grantee of certain Federal financial assistance under Section 703 of the Housing and Urban Development Act of 1965 with respect to the Project and to state the terms and conditions upon which such assistance will be extended and the understandings of the parties hereto as to the manner in which the Project will be carried out and the manner in which the neighborhood facility will be operated.

SEC. 2. THE PROJECT

(A) The Project authorized under this Contract shall include all those activities and undertakings necessary to provide a multipurpose neighborhood facility (herein called the "Neighborhood Facility") as described in the Application and in conformity with applicable provisions of this Contract.

(B) The Neighborhood Facility will be located at

325 North Payne Street, Alexandria, Virginia

[(C) The Project shall include the acquisition of fee simple title in that certain land described in the attached Exhibit A made a part hereof by reference thereto.]

SEC. 3. THE PROJECT GRANT

The Government will make a grant (herein called the "Project Grant") to the Grantee in an amount equal to the least of the following:

(A) Two-thirds ~~Three-fourths~~ of the development cost of the Project, not including the cost of relocation payments and assistance, and the Government's share of the cost of relocation payments and assistance provided by the Grantee in connection with the Project as specified in Section 4 of this Contract;

(B) The difference between the development cost of the Project and the noncash contributions to the Project provided by the Grantee;

(C) \$104,834.00.

~~SEC. 4. RELOCATION PAYMENTS~~

~~The Grantee agrees to make relocation payments and payments for eligible expenses incidental to transfer of title and condemnation litigation, and to provide relocation assistance to or on behalf of eligible displacees in accordance with and to the full extent permitted by the regulations or other requirements of the Secretary and within the budgetary limits of this Contract. Notwithstanding any other provision of this Contract, the Government shall provide a grant to fund the first \$25,000. of the cost to the Grantee of providing such payments and assistance for each eligible displacee, pursuant to such regulations or other requirements, displaced prior to July 1, 1972. Costs of the Grantee for providing such payments and assistance in excess of said \$25,000. per eligible displacee on account of displacement occurring prior to July 1, 1972, and all costs of the Grantee for providing such payments and assistance on account of displacement occurring on or after July 1, 1972, shall be treated and funded as are other eligible Project costs. Grant funds from the total amount thereof set forth in Section 3 of this Contract, used to fund the cost of relocation payments and assistance in accordance with this Section of this Contract shall not without the prior written consent of the Secretary, exceed \$ _____.~~

SEC. 5. AMOUNT TO BE COMPENSATED GOVERNMENT FOR ITS INSPECTION AND AUDITS

The amount which shall be compensated the Government by the Grantee pursuant to Section 102(E) hereof shall be \$ 1813.00.

SEC. 6. COUNTERPARTS OF THE CONTRACT

This Contract may be executed in 2 counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SEC. 7. CHANGES APPLICABLE TO PART II HEREOF

The following changes are hereby made in the attached Terms and Conditions designated Part II hereof:

(A) Section 103(C) is deleted in its entirety.

SEC. 8. SPECIAL CONDITIONS

[(A) It is the intention of the parties, pursuant to Section 703 of the Housing and Urban Development Act of 1965, that the Grantee will undertake the Project through a nonprofit organization approved by it and subject to the Grantee's continuing control for a period of twenty years after completion of the Project. Notwithstanding any other provision of this Contract, the Grantee shall enter into an agreement with Hopkins House, Inc. (herein called the "Organization") a nonprofit organization organized and existing under the laws of State of Virginia, subject to the prior concurrence of the Secretary, whereby the Organization agrees to carry out the Project and own and operate the Neighborhood Facility in accordance with the requirements imposed by this Contract on the Grantee and any other applicable rules and regulations of the Secretary.]

SEC. 9. COMPLIANCE WITH THE PROVISIONS OF THE CLEAN AIR ACT

Notwithstanding any other provisions of this contract, the Grantee agrees to comply with the Clean Air Act, as amended (42 U.S.C. 1857, et seq.), and the standards issued thereto, in connection with the activities receiving assistance hereunder.

IN WITNESS WHEREOF, this Contract has been executed in the name and on behalf of the Grantee by the undersigned officials and in the name and on behalf of the Government by the undersigned official, as of _____.

(SEAL)

ATTEST:

(Signature)

Mrs. Helen Vickers, City Clerk
(Type Name and Title)

City of Alexandria, Virginia
(Grantee)

By Wayne F. Anderson
(Signature)

Wayne F. Anderson, City Manager
(Type Name and Title)

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By _____

Title _____

Legal Description of the Land

"..... being Premises 325 and 325½ North Payne Street, and being more particularly bounded and described as follows, to-wit:

"BEGINNING at a point on the easterly line of North Payne Street said point being 50.00 feet southerly from the corner of Princess Street, thence departing from North Payne Street S. 80° 40' E. 62.00 feet; thence S. 9° 30' W. 32.65 feet along the line of an eight-foot alley; thence departing from the alley N. 80° 40' W. 62.00 feet; passing through the middle of a partywall between 325 and 323 North Payne Street, to the easterly line of North Payne Street; thence along the line of North Payne Street N. 9° 30' E. 32.65 feet to the point of beginning, containing 2024 square feet.

"Being the same property acquired by the said Roberta S. Stearns, one of the parties of the first part hereto, under the Last Will and Testament of Elizabeth M. Schneider, who died October 27, 1952 duly probated in the Corporation Court, of the City of Alexandria, Virginia in Will Book 28, Page 119."

Deed Book 748, page 618
Corporation Court
City of Alexandria, Va.

"331 N. Payne Street (being located at the intersection of Payne and Princess Streets) BEGINNING at the south east intersection of said streets and running thence south on Payne Street fifty feet (50'); thence east, parallel with Princess Street sixty-two feet (62') more or less, to the property formally belonging to Nalls; thence North, parallel with Payne Street fifty-feet (50') to Princess Street; and thence west on Princess Street sixty-two (62') more or less, to the beginning.

BEING the same land acquired by A.H. Collins, by deed from A.P. Beirne, Special Commissioner, dated June 9, 1944 and recorded June 22, 1944 in Deed Book 208 at Page 484. The said A.H. Collins died testate on June 2, 1965, leaving a last will and testament duly probated in the office of the Clerk of the Corporation Court of the City of Alexandria on July 13, 1965 and recorded in Will Book 65 at Page 481, whereby he devised the above described property to his wife, Sarah I. Collins.

"Subject to the lien of a certain deed of trust made by Sarah I. Collins, widow, to Charles A. Davis, Trustee, dated July 23, 1968, and recorded July 24, 1968 in Deed Book 685 at Page 229, to secure Peoples Savings and Loan Association of Alexandria, Virginia, payment of the original principal sum of \$5,000.00 and interest, the unpaid balance of which the party of the second part hereby assumes and agrees to pay as part of the consideration for this conveyance."

Deed Book 687, page 485
Corporation Court
City of Alexandria, Va.