

APR 29 1980

RESOLUTION APPROVING THE DEVELOPMENT, ACQUISITION, SUBSTANTIAL REHABILITATION, AND OWNERSHIP OF APPROXIMATELY (102) DWELLING UNITS AND APPROVING THE FORM OF COOPERATION AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO AND AUTHORIZING ITS EXECUTION

WHEREAS, under the provisions of the United States Housing Act of 1937, as amended (herein called the "Act"), the Department of Housing and Urban Development (herein called "HUD") has given notice that it will accept applications for funds to develop 71 units for elderly and handicapped and 5 units for large families, and to acquire and substantially rehabilitate 50 low-rent housing units for elderly and handicapped to be owned by the local public agency (herein called "Local Authority");

WHEREAS, Section 34313 of the California Health and Safety Code, as amended, provides that no low-rent housing project shall be developed, constructed or owned by the Local Authority until the governing body of the locality has by resolution approved such projects; and

WHEREAS, pursuant to Section 15(7)(b) of the Act, as amended, it is necessary that the local governing body enter into a Cooperation Agreement with the Local Authority providing for local cooperation in connection with such low-rent housing project; and

WHEREAS, pursuant to Section 34515 of the Health and Safety Code express authority is given for local governing bodies to enter into agreements with housing authorities providing for local cooperation with respect to low-rent housing projects; and

WHEREAS, pursuant to and in compliance with the provisions of Section 34518 of the California Health and Safety Code, notice was published in a newspaper of

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general circulation on April 14, 1980, of a public hearing to be April 29, 1980, before this governing body for the purpose of giving all interested persons opportunity to be heard as to whether such Cooperation Agreement should be entered into; and there has been made available at least three copies of the proposed Cooperation Agreement for inspection by interested persons prior to the mentioned public hearing; and

WHEREAS, the notices for a public hearing have been published as above provided, and this governing body has held a public hearing starting at the hour of 3:00 p.m., on the 29th day of April, 1980, giving all interested persons an opportunity to be heard as to whether the proposed Cooperation Agreement in the form hereinafter set forth should be entered into, which said hearing has been concluded with all matters in connection therewith having been fully considered by this body;

NOW, THEREFORE, BE IT RESOLVED, by the Council of The City of San Diego, as follows:

1. The Council of The City of San Diego does hereby approve the development, acquisition, substantial rehabilitation, and ownership by the Local Authority of the project as defined in Paragraph 1(a) of the Cooperation Agreement set forth in Paragraph 2 hereof.

2. The Council of The City of San Diego, after having held a public hearing and giving all interested persons an opportunity to be heard, hereby determines, pursuant to the provisions of the California Housing Cooperation Law (being Chapter 2 of Part 2 of Division 24 of the California Health and Safety Code), to enter into a Cooperation Agreement in substantially the form hereinafter set forth with the Local Authority. The City Manager of The City of San Diego is hereby authorized and directed to execute such Cooperation Agreement in the name and on behalf of The City of San Diego and the City Clerk is hereby authorized and directed to affix or impress the official seal of The City of San Diego thereon and

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to attest the same. Such Cooperation Agreement shall be in substantially the form of the agreement attached hereto.

3. This resolution shall become effective immediately.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug, Deputy

HOV:lr
04/15/80
Or. Dept: Hsg. Com.

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COOPERATION AGREEMENT

THIS AGREEMENT entered into this 29th day of April, 1980, by and between the Housing Authority of the City of San Diego (herein called the "Local Authority") and the City of San Diego (herein called the "Municipality"), witnesseth:

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 low-rent housing hereafter developed or acquired by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(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.

(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 Government for loans and annual contributions covering one or more Projects comprising approximately 102 units* of low-rent housing; and, (b) to develop or acquire 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.

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 Government 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 Government 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") 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.

* This Cooperation Agreement is intended to apply to the April 1, 1980 application invitation from HUD for 102 units. Three separate applications will be filed: (1) 5 units of new construction for large families; (2) 71 units of new construction for elderly and handicapped; and, (3) 26 units of acquisition with substantial rehabilitation for elderly and handicapped. This agreement will cover minor revisions in the number of units allocated by HUD.

(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 permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

(c) The Municipality shall distribute the Payments in Lieu of Taxes 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.

(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) of each Project and within five years after the completion thereof, or such further period as may be approved by the Government there has been or will be elimination, as certified by the Municipality, by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary 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 non-farm or Indian 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 Government 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 Government 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 insofar as it is lawfully able such interest as the Municipality may have in such vacated areas; and, insofar 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 areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) 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 development and administration of such Project, and at the same time

safeguard health and safety, and (iii) 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 actions 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 boundary 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. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest direct or indirect, in any Project or any property included or planned to be included in any project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government 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 Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. 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 Government, 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 Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency including the Government.

11. By entering into this agreement, the Municipality does not abrogate any of its legal duties imposed by state law or its Charter or Municipal Code. The Municipality shall conduct whatever public hearings are necessary and required by law in performing its obligations under this Agreement. Anything to the contrary herein notwithstanding, the Municipality does not agree by entering into this Agreement to take any action without first complying with the legal requirements imposed by state and local law, including, specifically, those rules and regulations dealing with the decision making process of the Municipality through its legislative body. Any provision of this Agreement the terms of which provide for the payment of funds or provide for services to be furnished by the parties hereto shall be subject to the availability of funds for such purposes.

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 San Diego, California

By _____

Ray T. Blair, Jr., City Manager

Attest:

City Clerk

Housing Authority of the City of San Diego

By

Bill Lowery

DEPUTY MAYOR

Attest:

Deputy Secretary

Passed and adopted by the Council of The City of San Diego on APR 29 1980,
by the following vote:

Councilmen	Yeas	Nays	Not Present	Ineligible
Bill Mitchell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Cleator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Lowery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leon L. Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Schnaubelt	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Gotch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Larry Stirling	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lucy Killea	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Pete Wilson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AUTHENTICATED BY:

PETE WILSON

Mayor of The City of San Diego, California.

(Seal)

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California.

By Peta Andreen, Deputy.

Office of the City Clerk, San Diego, California

Resolution 16-251731 Adopted APR 29 1980
Number _____