

## RESOLUTION 401.

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CERTAIN PAYMENTS IN LIEU OF TAXES FROM THE ADMINISTRATOR OF THE FEDERAL WORKS AGENCY, APPROVING A FORM OF CONTRACT WITH THE FEDERAL WORKS ADMINISTRATOR WITH RESPECT THERETO, AUTHORIZING THE EXECUTION OF SAID CONTRACT AND DECLARING AN EMERGENCY.

WHEREAS, the Administrator of the Federal Works Agency (hereinafter referred to as the "Administrator") is authorized and proposes to develop and administer a housing development (herin called the "Development") within the territorial limits of the City of El Paso de Robles (herein called the "City") and said Development, known as Development No. Cal. 4121, will include approximately 150 dwelling units; and

WHEREAS, it is necessary to the public health, safety and welfare of the City that living accommodations be provided for persons engaged in national defense activities; and

WHEREAS, the City will directly benefit from the construction of new, safe and sanitary dwellings for such persons and their families;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES, CALIFORNIA:

Section 1. That the City hereby determines that, for the purpose of aiding said Administrator in his efforts to develop a housing development in the City, the City shall cooperate with the Administrator by furnishing municipal services and facilities for the Development in consideration of the payment of certa in sums by the Administrator to the City in lieu of taxes, all as more fully provided in the form of Agreement set forth in Section 2 hereof.

Section 2. That the City shall enter into a contract with the Administrator substantially in the following form:

AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA (HEREIN CALLED THE "GOVERNMENT")

AND THE

CITY OF EL PASO DE ROBLES

(HEREIN CALLED THE "CITY")

ON PAYMENTS IN LIEU OF TAXES.

WHEREAS, pursuant to Public No. 849, 76th Congress- the Lanhan Act (herein referred to as the "Act"), the Federal Works Administrator (herein referred to as the "Administrator") is authorized to develop

housing to accommodate persons engaged in national defense activities (as defined in the Act); and

WHEREAS , the Administrator has authorized the development of such housing, consisting of approximately 150 units to be located in the City, (identification No. Cal 4121 and herein referred to as the "Development"); and

WHEREAS , by virtue of the fact that the Development and land acquired or to be acquired in connection therewith and the improvements thereon are owned or are to be owned by the Government, such land and improvements are or will be exempt from taxation by the City of El Paso de Robles (hereinafter referred to as the "City"), and by all other political subdivisions of the State of California; and

WHEREAS, the Administrator, by virtue of Section 9 of the Act is authorized to enter into agreements to pay annual sums in lieu of taxes and the Administrator is willing to make certain payments in lieu of taxes to the City and to other political subdivisions in which the Development is situated:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Administrator shall pay to the City annually a sum equal to 7.5 per cent of the total annual dwelling shelter rentals charged for occupied units in the Development, provided that the amount to be paid in lieu of taxes for any year with respect to the Development shall never exceed the amount that would be received by the City and other taxing bodies from taxes levied upon such property if it were not exempt from taxation. For the purpose of evidencing compliance with the provisions of this paragraph, the City will furnish the Administrator with such information as may from time to time be requested. For purposes of this Paragraph, shelter rent shall mean the charge established (or estimated) for the use of dwelling excluding the furnishing of utilities (i. e., water, heat, heating of water, light, cooking fuel, or refrigeration energy).

2. The amount to be paid annually by the Government pursuant to Paragraph 1 hereof shall be paid at the same time as ad valorem

taxes are due the City.

3. The City agrees that during the period commencing with the date of the acquisition of any part of the site or sites for the Development and continuing for the life of this agreement, it will not make any charge against the Government for any special services in connection with the construction and administration of the Development except such charges as may be agreed to by or on behalf of the Administrator.

4. The City will furnish to the Government and the tenants of the Development, the usual municipal services and facilities which are or may be furnished without cost or charge to other dwellings and inhabitants in the City, including, but not limited to fire, police and health protection and services; fire hydrant service; and sewer service.

5. The City will maintain in good repair and working order any and all municipal utilities and facilities provided by it for the use and benefit of the Development and the tenants thereof; and will maintain in good repair streets, roads and alleys which are adjacent or leading to, or which are within the boundaries of, the Development.

6. The Administrator will dedicate and the City will accept the dedication of streets constructed in the Development.

7. Nothing in this Agreement shall be construed to confer any exemption upon the tenants who may occupy the Development from the payment of taxes which may be lawfully assessed against them.

8. The City will distribute each such annual payment in lieu of taxes to the taxing bodies in such proportion that each taxing body will receive from the total payment by the Administrator hereunder the same proportion as said taxing body's ad valorem tax rate bears to the total ad valorem tax rate which would be levied against the Development if it were operated by private enterprise and subject to normal taxation. For purposes of this Agreement, the term "Taxing bodies" shall mean the State of California and every Political subdivision or taxing unit thereof (including the City, but excluding the Paso Robles Union High School District and the Paso Robles Union Elementary School District) which shall have authority to levy taxes, or to certify taxes to a taxing body or public officer, to be levied for its use and benefit, and in which the Development is

situated.

9. This Agreement shall continue in full force and effect with respect of the Development so long as title thereto is held by the Government and so long as the emergency declared by the President on September, 8, 1939, to exist, continues; provided, however, that so long as title to the Development is held by the Government after said emergency has terminated this Agreement shall continue in full force and effect until sixty days after either party has given to the other written notice that the Agreement shall terminate at the end of said sixty days.

10. Upon the sale by the Government of any part or parts of the Development, the part or parts so sold shall, from the date of sale, no longer be considered part of the Development. Upon the termination of this Agreement as to the whole of the Development, the Government will pay such portion of the annual payment called for by Paragraph 1 hereof as the elapsed portion of the twelve-month period bears to twelve months.

11. No Member of or Delegate to the Congress of the United States of America shall participate in the funds made available under this Agreement.

IN WITNESS WHEREOF the \_\_\_\_\_ and the Government have respectively caused this Agreement to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 1941.

CITY OF EL PASO DE ROBLES

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

UNITED STATES OF AMERICA

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
Federal Works Administrator.

ATTEST:

Section 3. That the Mayor and the Clerk of the City of El Paso de Robles are hereby authorized to execute a contract substantially in the form set forth in Section 2 hereof on behalf of the City.


Section 4. This Resolution shall take effect immediately.

Nelson moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Gerst, and upon roll call the "AYES" and "NAYS" were as follows:

AYES Brooks  
Dougherty  
Gerst  
Liddle  
Nelson

Nays None

The Mayor thereupon declared said motion carried and said resolution adopted this 18th day of August, 1941

  
Clerk, City Council of the City of  
El Paso De Robles.