

EXTRACTS FROM THE MINUTES OF A SPECIAL
MEETING OF THE COMMISSIONERS OF THE CITY
OF GRIFFIN, GEORGIA HELD ON MAY 1, 1950

The Commissioners of the City of Griffin,
Georgia met in Special called meeting in the City
Hall in the City of Griffin, Georgia, on May 1st,
1950.

The meeting was called to order by the Chairman
and, upon roll call, those present and absent were as
follows:

Present:

E. F. Carlisle Jr., Chairman

Ernest D. Willis, Vice Chairman

W.E.H. Searcy III

Absent:

The following resolution was introduced by Mr. Willis,
read in full and considered;

WHEREAS, the Housing Authority of the City of Griffin, Georgia, has received from the Public Housing Administration, a Program Reservation of 200 units of Low-Rent Public Housing;

WHEREAS, in order that the Housing Authority can proceed with the development of the Low-Rent Public Housing Program, a Cooperation Agreement is necessary between the City of Griffin, Georgia, and the Housing Authority of the City of Griffin, Georgia, in order to comply with the constitution and statutes of the State of Georgia and the requirements of the Public Housing Administration:

~~RESOLVED~~ ~~ORDAINED~~ ^{RPM} BY THE COMMISSIONERS OF THE
CITY OF GRIFFIN, GEORGIA:

Section 1. That the City of Griffin, Georgia, shall enter into a Cooperation Agreement with the Housing Authority of the City of Griffin, Georgia, in the following form:

COOPERATION AGREEMENT

This Agreement entered into this 1st day of May, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia (herein called the "City"), witnesseth:

WHEREAS, the Local Authority has received from the Public Housing Administration (herein called the "PHA") approval of a Program Reservation of 200 units of low-rent housing to be developed and located in part or wholly within the corporate limits of the City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local Authority in such undertakings and of complying with the provisions of Sections 10(a), 10(b), and 15(7) (b) of the Act, as well as all other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the City do agree:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included with Program Reservation No. GA-61-A issued to the Local Authority by the PHA which in the aggregate may not exceed 200 units of low-rent housing. A project will generally be located on a single site but may be on scattered sites.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the City) 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" means 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 to secure a contract or contracts with the PHA for loans and annual contributions, and undertake the develop and administer one or more Projects.

3. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain outstanding, whichever period is the longest, the City 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 public services and facilities furnished for or with respect to such project. 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 (a) Ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement, whichever amount is the lower; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The City 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 (including the City) 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.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, ~~of~~ unsafe or insanitary dwelling units situated in the locality of metropolitan area of the City 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 this number of families accommodated therein, and provided, further, that this paragraph 4 shall not apply in the case of (a) 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 eliminated for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm 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 (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain outstanding, whichever period is the longest, the City, 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 (1) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such Project and on the boundaries thereof; and adequate sewer services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;
- (b) vacate such streets, roads, and alleys within the area of such Project as may be necessary to the development thereof, and convey without charge to the Local Authority such interests as the City may have in such vacated areas; and insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the City, cause to be removed from such vacated area, insofar as it may be necessary, all public utility lines and equipment;
- (c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and 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 thereof;
- (d) accept grants of easements necessary for the development of such Project; and
- (e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects.

6. In respect to any Project the City 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 after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City; and
- (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 City such amount as would be assessed against the Project site for such work if it 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 bounding streets thereof (in consideration whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site if it were privately owned).

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City 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 some other public body or governmental agency, including the PHA, 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 PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

CITY OF GRIFFIN, GEORGIA

ATTEST:

By _____
Chairman of City Commission

Clerk

HOUSING AUTHORITY OF THE CITY
OF GRIFFIN, GEORGIA

(SEAL)

By _____
Chairman

ATTEST:

Secretary

Section 2. That the Chairman of the Commission and the Clerk be authorized and directed to execute the Cooperation Agreement in behalf of the City of Griffin, Georgia, and the Clerk be authorized and directed to attach the seal of the City of Griffin thereon.

Mr. Searcy moved that the foregoing resolution be adopted as introduced as read, which motion was seconded by Mr. Willis and upon roll call, the "Ayes" and "Nays" were as follows:

AYES

NAYS

E. F. Carlisle, Jr.

Ernest D. Willis


W.E.H. Searcy III

The Chairman thereupon declared said motion carried and said resolution adopted.

CERTIFICATE

I, Hill R. Healan, the duly appointed and qualified acting Clerk of the City of Griffin, Georgia, do hereby certify that the attached extracts from the minutes of a regular meeting of the City Commissioners of the City of Griffin, Georgia, held on May 1, 1950, is a true and correct copy of the original minutes of said meeting on file and of record in so far as said original minutes relate to the matters set forth in said attached extract, and I do further certify that the copy of the Resolution appearing in said attached extract is a true and correct copy of the Resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the City of Griffin, Georgia, this 1st day of May, 1950.


Hill R. Healan

WAIVER OF NOTICE AND CONSENT TO
SPECIAL MEETING

We, the undersigned, Commissioners of the City of Griffin, Georgia, do hereby acknowledge service of NOTICE OF A SPECIAL MEETING of the City Commissioners of the City of Griffin on May 1, 1950, waiving any and all irregularities in such service and in said Notice and do hereby consent to the said meeting of the City Commissioners of the City of Griffin on May 1, 1950, at 4:00 O'clock, in the City Hall and agree to the Meeting for the purposes for which it was called by the Chairman of the Board of Commissioners.

This 1st day of May 1950.

E. P. Lawrence
Chairman

Ernest H. Wheeler
Commissioner

W. E. Morgan
Commissioner

I, Hill R. Healan, Secretary of Commission, hereby certify that the foregoing copy of WAIVER OF NOTICE AND CONSENT TO SPECIAL MEETING is a true and correct copy of the original which is on file in the Minute Book of the City Commission in my office.

This 9th day of MAY 1950.

Hill R. Healan
Hill R. Healan, Secretary

Below listed is Sec. 15 of the city Charter showing the authority of the Chairman of the City Commission to sign all legal documents.

SEC. 15. Duties of Chairman of City Commission:

The Chairman shall preside at all meetings of the Commissioners which he attends, unless he vacates the chair and calls on the Chairman pro tem. The Chairman shall be entitled to vote on all questions, motions or matters brought before the Commissioners for action. The Chairman shall sign all orders, checks and warrants drawn on the City Manager for the payment of any moneys out of the treasury of said city, and shall execute on behalf of said city all contracts, deeds or other obligations, and no order, check or warrant, and no contract, deed or other obligation not signed by the Chairman shall be valid, provided, however, that by a two-third vote, the Board of Commissioners may direct the Chairman to sign such check, warrant, order, deed, contract or other obligation that has been ordered by the two-thirds vote of the Commissioners, and upon such vote taken for that purpose, it shall be the duty of the Chairman to sign the same.

I Alvin R. Dealon Certify that the above is a true transcription of the City Charter Section 15.

Alvin R. Dealon
City Manager-Clerk

Attest:

(SEAL)

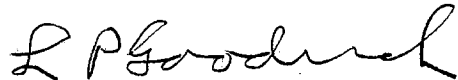
LEGAL OPINION

I have examined in the office of the Clerk of the City of Griffin, Georgia the records of the Special meeting of the City Commission held on the 1st day of May, 1950. Said meeting was duly called and/or held in accordance with the City Charter and rules and regulations promulgated pursuant thereto. At said meeting there was legally and properly passed and adopted a resolution reading in words and figures as follows:

(See attached resolution)

The foregoing is a true and correct copy of said resolution and I do hereby certify that the actions thereby contemplated are in conformance with and are not contrary to or prohibited by the laws of the State of Georgia or the Charter or ordinances of the City of Griffin, Georgia.

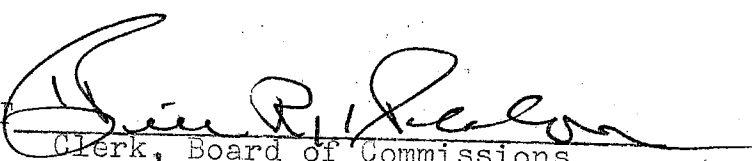
The foregoing legal opinion rendered on this the 9th day of August, 1950, by me in my capacity as the duly appointed and qualified City Attorney of the City of Griffin, Georgia.



City Attorney of the
City of Griffin, Georgia.

(Seal)

X ATTEST



Clerk, Board of Commissions
City of Griffin, Georgia

SPECIAL
MINUTES OF REGULAR MEETING OF CITY COMMISSIONERS

OF GRIFFIN, GEORGIA, HELD May 1, 1950

PAGE No. _____

The following resolution was introduced by Mr. Willis,
read in full and considered;

WHEREAS, the Housing Authority of the City of Griffin, Georgia, has received from the Public Housing Administration, a Program Reservation of 200 units of Low-Rent Public Housing;

WHEREAS, in order that the Housing Authority can proceed with the development of the Low-Rent Public Housing Program, a Cooperation Agreement is necessary between the City of Griffin, Georgia, and the Housing Authority of the City of Griffin, Georgia, in order to comply with the constitution and statutes of the State of Georgia and the requirements of the Public Housing Administration:

RESOLVED

NOW, THEREFORE, BE IT ~~ORDAINED~~ BY THE COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA:

Section 1. That the City of Griffin, Georgia, shall enter into a Cooperation Agreement with the Housing Authority of the City of Griffin, Georgia, in the following form:

COOPERATION AGREEMENT

This Agreement entered into this 1st day of May, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia (herein called the "City"), witnesseth:

WHEREAS, the Local Authority has received from the Public Housing Administration (herein called the "PHA") approval of a Program Reservation of 200 units of low-rent housing to be developed and located in part or wholly within the corporate limits of the City; and

WHEREAS, the Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the City is desirous of assisting and cooperating with the Local Authority in such undertakings and of complying with the provisions of Sections 10 (a), 10 (b), and 15 (7) (b) of the Act, as well as all other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the City do agree:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included With Program Reservation NO. GA-61-A issued to the Local Authority by the PHA which in the aggregate may not exceed 200 units of low-rent housing. A project will generally be located on a single site but may be on scattered sites.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof (including the City) 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" means 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 to secure a contract or contracts with the PHA for loans and annual contributions, and undertake the develop and administer one or more Projects.

3. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Projects is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project shall remain outstanding, whichever period is the longest, the City 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 public services and facilities furnished for or with respect to such project. 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 (a) Ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (b) the amount permitted to be paid by applicable state law in effect on the date of this Cooperation Agreement, whichever amount is the lower; provided, however, that upon failure of the Local Authority to make any such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The City 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 (including the City) 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.

4. The City agrees that, subsequent to the date of initiation (as defined in the Act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, ~~of~~ unsafe or insanitary dwelling units situated in the locality of metropolitan area of the City 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 this number of families accommodated therein, and provided, further, that this paragraph 4 shall not apply in the case of (a) 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 eliminated for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm 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 (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain outstanding, whichever period is the longest, the City, 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 (1) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to: educational, fire, police and health protection and services; maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems; snow removal; garbage, trash and ash collection and disposal; street lighting on public streets and roads within such Project and on the boundaries thereof; and adequate sewer services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the City;
- (b) vacate such streets, roads, and alleys within the area of such Project as may be necessary to the development thereof, and convey without charge to the Local Authority such interests as the City may have in such vacated areas; and insofar as it is lawfully able to do so without cost or expense to the Local Authority and/or to the City, cause to be removed from such vacated area, insofar as it may be necessary, all public utility lines and equipment;
- (c) insofar as the City may lawfully do so, grant such waivers of the building code of the City as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and 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 thereof;
- (d) accept grants of easements necessary for the development of such Project; and
- (e) cooperate with the Local Authority by such other lawful action or ways as the City and the Local Authority may find necessary in connection with the development and administration of such Projects.

6. In respect to any Project the City 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 after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the City; and
- (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 City such amount as would be assessed against the Project site for such work if it 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 bounding streets thereof (in consideration

whereof the Local Authority shall pay to the City such amount as would be assessed against the Project site if it were privately owned).

7. If the City shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, then the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any payments in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation Agreement heretofore entered into between the City and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the City 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 some other public body or governmental agency, including the PHA, 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 PHA, the provisions hereof shall inure to the benefit of any may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

CITY OF GRIFFIN, GEORGIA

ATTEST:

By _____
Chairman of City Commission

HOUSING AUTHORITY OF THE CITY
OF GRIFFIN, GEORGIA

By _____
Chairman

(SEAL)

ATTEST:

Secretary

Section 2. That the Chairman of the Commission and the Clerk be authorized and directed to execute the Cooperation Agreement in behalf of the City of Griffin, Georgia, and the Clerk be authorized and directed to attach the seal of the City of Griffin thereon.

Mr. W.E.H. Searcy III moved that the foregoing resolution be adopted as introduced as read, which motion was seconded by Mr. Ernest D. Willis, and upon roll call, the "Ayes" and "Nays" were as follows:

Ayes

Nays

E. F. Carlisle Jr.

Ernest D. Willis

W.E.H.TSearcy III

The Chairman thereupon declared said motion carried and said resolution adopted.

COOPERATION AGREEMENT

This Agreement entered into this 15 day of November, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and Spalding County, Georgia (herein called the "County"), 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 as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA") and included within Program Reservation No. GA-61-A issued to the Local Authority by the PHA; excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies; provided, however, that this Cooperation Agreement shall apply only as to those units of low-rent housing located within the County outside of the corporate limits of the City of Griffin, Georgia, and only so long as such low-rent housing units continue to be located outside of the corporate limits of said City.

(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 to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects aggregating not more than 120 units of low-rent housing.

3. (a) Under the constitution and statutes of the State of Georgia, 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 PHA 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 PHA in connection with such Project remain unpaid, whichever period is the longest, the County 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.

(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 aggregate 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 County 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 County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) 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 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 PHA 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 PHA in connection with such Project remain unpaid, whichever period is the longest, the County 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 County;

(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 such interest as the County 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 County, 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 County may lawfully do so, (i) grant such deviations from the building code of the County 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 (ii) 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 action or ways as the County and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the County 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, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the County;

(b) It will accept necessary dedications of land for, and will

grade, improve, and pave, in the manner customary for the County so to do in like areas, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the County 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 County'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 County 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 County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

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

IN WITNESS WHEREOF the County 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.

SPALDING COUNTY, GEORGIA
(Corporate Name of County)

(SEAL)

By C. M. Snider
Chairman, County Commissioners

Attest:

J. F. Tuttle
Clerk

HOUSING AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA
(Corporate Name of Local Authority)

(SEAL)

By H. F. Goldstein
Chairman

Attest:

J. C. Curn, Jr.
Secretary

AMENDMENT TO COOPERATION AGREEMENT DATED MAY 1,
1950 BETWEEN THE HOUSING AUTHORITY OF THE CITY
OF GRIFFIN, GEORGIA AND THE CITY OF GRIFFIN,
GEORGIA

This Agreement, entered into this 15th day of November, 1950, by and between the Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and the City of Griffin, Georgia, a municipal corporation (herein called the "City"), WITNESSETH:

WHEREAS, the Local Authority and the City executed a certain Cooperation Agreement, dated May 1, 1950, covering 200 units of low-rent housing to be developed by the Local Authority; and

WHEREAS, it now appears that a portion of the low-rent housing units aforementioned will be constructed outside of the corporate limits of the City, in Spalding County, Georgia (herein called the "County") and will be covered by a certain Cooperation Agreement between the Local Authority and the County so long as such low-rent housing units continue to be located outside of the corporate limits of the City; and

WHEREAS, it further appears that the said units of low-rent housing to be constructed outside of the corporate limits of the City, within the County, will eventually be located within the corporate limits of the City by way of annexation or otherwise; and

WHEREAS, it is necessary and desirable on the part of both the Local Authority and the City that the Cooperation Agreement between them, dated May 1, 1950, be amended so as to make it clear that the said Cooperation Agreement shall cover those units of low-rent housing under Program Reservation No. GA-61-A as will presently be located within the corporate limits of the City and such units as may hereafter be located within the corporate limits of the City by way of annexation or otherwise, from the date when such units presently located outside of the corporate limits of the City are included within the corporate limits of the City;

NOW THEREFORE, in consideration of the foregoing, and the mutual benefits flowing from one to the other, the Local Authority and the City do agree that Paragraph 1 (a) of the Cooperation Agreement heretofore executed between them on May 1, 1950 shall be and it hereby is amended to read as follows:

The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA, within the corporate limits of the City as such corporate limits are now and may hereafter be constituted, and included within Program Reservation No. GA-61-A issued to the Local Authority by the Public Housing Administration covering an aggregate of 200 units of low-rent housing; provided, however, that as to any of such units of low-rent housing not presently located within the corporate limits of the City this Cooperation Agreement shall apply only from the date such low-rent housing units are located within the corporate limits of the City, by way of annexation or otherwise. A Project will generally be located on a single site but may be on scattered sites.

IN WITNESS WHEREOF the City and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

CITY OF GRIFFIN, GEORGIA

By: *[Signature]*

CHAIRMAN OF CITY COMMISSION

ATTEST:

[Signature]
City Clerk

HOUSING AUTHORITY OF THE
CITY OF GRIFFIN, GEORGIA

By: *[Signature]*

CHAIRMAN

ATTEST:

[Signature]
Secretary

COOPERATION AGREEMENT

This Agreement entered into this 15 day of November, 1950, by and between Housing Authority of the City of Griffin, Georgia (herein called the "Local Authority") and Spalding County, Georgia (herein called the "County"), 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 as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA") and included within Program Reservation No. GA-61-A issued to the Local Authority by the PHA; excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies; provided, however, that this Cooperation Agreement shall apply only as to those units of low-rent housing located within the County outside of the corporate limits of the City of Griffin, Georgia, and only so long as such low-rent housing units continue to be located outside of the corporate limits of said City.

(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 to secure a contract or contracts with the FHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects aggregating not more than 120 units of low-rent housing.

3. (a) Under the constitution and statutes of the State of Georgia, 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 FHA 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 FHA in connection with such Project remain unpaid, whichever period is the longest, the County 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.

(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 aggregate 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 County 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 County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the FHA, there has been or will be elimination (as approved by the FHA) 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 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 FHA 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 FHA in connection with such Project remain unpaid, whichever period is the longest, the County 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 County;

(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 such interest as the County 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 County, 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 County may lawfully do so, (i) grant such deviations from the building code of the County 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 (ii) 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 action or ways as the County and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the County 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, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the County;

(b) It will accept necessary dedications of land for, and will

grade, improve, and pave, in the manner customary for the County so to do in like areas, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the County 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 County'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 County 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 County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

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

IN WITNESS WHEREOF the County 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.

(SEAL)

SPALDING COUNTY, GEORGIA
(Corporate Name of County)

By /s/ O. M. Snider
Chairman, County Commissioners

Attest:

/s/ J. O. Futrel
Clerk

(SEAL)

HOUSTON AUTHORITY OF THE CITY OF ATLANTA, GEORGIA
(Corporate Name of Local Authority)

By /s/ H. E. Goldstein
Chairman

Attest:

/s/ J. C. Owen, Jr.
Secretary

CERTIFICATE

I, J. C. Owen, Jr., Secretary of the Housing Authority of the City of Griffin, Georgia, do hereby certify that I have compared the foregoing copy of the Cooperation Agreement, dated November 15, 1950, between the Housing Authority of the City of Griffin, Georgia and Spalding County, Georgia, with an original thereof, now remaining in the records of my aforesaid office, and same is a true and correct transcript therefrom, and of the whole of such original Cooperation Agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the Housing Authority of the City of Griffin, Georgia, this the 15th day of November, 1950.



J. C. Owen, Jr., as Secretary
of the Housing Authority of the
City of Griffin, Georgia

(SEAL)