



**AGENDA ITEM REQUEST FORM  
CITY OF JOHNSON CITY, TEXAS  
CITY COUNCIL**

**ITEM NO. 13**

**MEETING DATE:**           **January 4, 2022**

**AGENDA PLACEMENT:**

- Ceremonial
- Consent
- Individual
- Closed Session

**CAPTION:**

Discussion of and action on a Resolution of the City Council of the City of Johnson City, Texas waiving provisions requiring the Housing Authority of the City of Johnson City, Texas to remit payment in lieu of taxes to the City, as contained within a Cooperation Agreement dated March 9, 1965 between the City of Johnson City, Texas and the Housing Authority; and requesting that the Housing Authority adopt a similar resolution waiving Cooperation Agreement provisions requiring the City to provide public services and facilities to the Housing Authority without cost or charge. (Housing Authority)

**STRATEGIC WORK PLAN:**

- |   |  |
|---|--|
| <input type="checkbox"/> Not Applicable                                   | <input type="checkbox"/> Goal 5:    Improve Fire Safety                                |
| <input checked="" type="checkbox"/> Goal 1:    Increase Housing Diversity | <input type="checkbox"/> Goal 6:    Improve Streets                                    |
| <input type="checkbox"/> Goal 2:    Expand Quality Lodging                | <input type="checkbox"/> Goal 7:    Increase Publicity &<br>Promotion of the Community |
| <input type="checkbox"/> Goal 3:    Improve Code Enforcement              | <input type="checkbox"/> Goal 8:    Increase Economic<br>Development Activities        |
| <input type="checkbox"/> Goal 4:    Improve Streetscaping &<br>Signage    |  |

**EXECUTIVE SUMMARY:**

In June 2021, City Staff contacted the Johnson City Housing Authority Executive Director to determine what relationship, if any, existed between the City and the Housing Authority. No substantive ties exist between the two organizations; however, it was determined that the Mayor appoints all Housing Authority commissioners.

The Executive Director provided two documents: the Housing Authority's By-laws (no incorporation documents could be found) and a Cooperation Agreement dated March 9, 1965 between the City of Johnson City and the Housing Authority.

The Cooperation Agreement provides that the Housing Authority should remit annual payments, called “Payments in Lieu of Taxes”, to the City in exchange for the City’s provision of, amongst other items, the repair and maintenance of “all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project...” As far as City Staff can tell, no payments have ever been made to the City, nor has the City maintained any infrastructure within the Project area.

**FINANCIAL:** Unknown

**ATTACHMENTS:**

- Proposed Resolution;
- Housing Authority By-laws; and
- Cooperation Agreement.

**SUGGESTED ACTION:**

Motion to approve a Resolution of the City Council of the City of Johnson City, Texas waiving provisions requiring the Housing Authority of the City of Johnson City, Texas to remit payment in lieu of taxes to the City, as contained within a Cooperation Agreement dated March 9, 1965 between the City of Johnson City, Texas and the Housing Authority; and requesting that the Housing Authority adopt a similar resolution waiving Cooperation Agreement provisions requiring the City to provide public services and facilities to the Housing Authority without cost or charge.

**PREPARED BY:** City Staff

**DATE SUBMITTED:** 12/31/21

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS WAIVING PROVISIONS REQUIRING THE HOUSING AUTHORITY OF THE CITY OF JOHNSON CITY, TEXAS TO REMIT PAYMENT IN LIEU OF TAXES TO THE CITY, AS CONTAINED WITHIN A COOPERATION AGREEMENT DATED MARCH 9, 1965 BETWEEN THE CITY OF JOHNSON CITY, TEXAS AND THE HOUSING AUTHORITY; AND REQUESTING THAT THE HOUSING AUTHORITY ADOPT A SIMILAR RESOLUTION WAIVING COOPERATION AGREEMENT PROVISIONS REQUIRING THE CITY TO PROVIDE PUBLIC SERVICES AND FACILITIES TO THE HOUSING AUTHORITY WITHOUT COST OR CHARGE.**

**WHEREAS**, on March 5, 1965, the City of Johnson City, Texas and the Housing Authority of the City of Johnson City, Texas entered into a Cooperation Agreement whereby each party agreed to perform certain functions; and

**WHEREAS**, the Housing Authority agreed to “make annual payments...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”; and

**WHEREAS**, the City of Johnson City agreed, amongst other items, to “repair and maintain all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such areas, whether dedicated or undedicated, 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”.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Johnson City, Texas that:

**Section One. Waiver.** The City Council waives Section 3 of the Cooperation Agreement requiring that the Housing Authority to make Payments in Lieu of Taxes to the City.

**Section Two. Request.** The City Council requests that the Housing Authority adopt a similar resolution waiving Sections 5 thru 7 of the Cooperation Agreement requiring the City to provide Public Services and Facilities to the Housing Authority without cost or charge.

**Section Three. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**Section Four. Recitals.** The City Council finds all of the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

**Section Five. Severability.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

**PASSED, ADOPTED, AND APPROVED** by the City Council this the 4<sup>th</sup> day of January 2022.

**APPROVED:**

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Rhonda Stell  
Mayor

**ATTEST:**

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Whitney Walston  
City Secretary

BY-LAWS OF THE HOUSING AUTHORITY  
OF THE CITY OF JOHNSON CITY,  
TEXAS

ARTICLE I - THE AUTHORITY

SECTION 1. NAME OF AUTHORITY. THE NAME OF THE AUTHORITY SHALL BE THE "HOUSING AUTHORITY OF THE CITY OF JOHNSON CITY, TEXAS".

SECTION 2. SEAL OF THE AUTHORITY. THE SEAL OF THE AUTHORITY SHALL BE IN THE FORM OF A CIRCLE AND SHALL BEAR THE NAME OF THE AUTHORITY.

SECTION 3. OFFICE OF AUTHORITY. THE OFFICES OF THE AUTHORITY SHALL BE AT SUCH PLACE OR PLACES IN THE CITY OF Johnson City, TEXAS, AS THE AUTHORITY MAY FROM TIME TO TIME DESIGNATE BY RESOLUTION.

ARTICLE II - OFFICERS

SECTION 1. OFFICERS. THE OFFICERS OF THE AUTHORITY SHALL BE A CHAIRMAN, A VICE-CHAIRMAN AND A SECRETARY (WHO SHALL BE EXECUTIVE DIRECTOR

SECTION 2. CHAIRMAN. THE CHAIRMAN SHALL PRESIDE AT ALL MEETINGS OF THE AUTHORITY. EXCEPT AS OTHERWISE AUTHORIZED BY RESOLUTION OF THE AUTHORITY, THE CHAIRMAN SHALL SIGN ALL CONTRACT, DEEDS AND OTHER INSTRUMENTS MADE BY THE AUTHORITY. AT EACH MEETING, THE CHAIRMAN SHALL SUBMIT SUCH RECOMMENDATIONS AND INFORMATION AS HE MAY CONSIDER PROPER CONCERNING THE BUSINESS, AFFAIRS AND POLICIES OF THE AUTHORITY.

SECTION 3. VICE-CHAIRMAN. THE VICE-CHAIRMAN SHALL PERFORM THE DUTIES OF THE CHAIRMAN IN THE ABSENCE OR INCAPACITY OF THE CHAIRMAN AND IN CASE OF THE RESIGNATION OR DEATH OF THE CHAIRMAN, THE VICE-CHAIRMAN SHALL PERFORM SUCH DUTIES AS ARE IMPOSED ON THE CHAIRMAN UNTIL SUCH TIME AS THE AUTHORITY SHALL APPOINT A NEW CHAIRMAN.

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SECTION 4. SECRETARY. THE SECRETARY SHALL KEEP THE RECORD OF THE AUTHORITY, SHALL ACT AS SECRETARY OF THE MEETINGS OF THE AUTHORITY AND RECORD ALL VOTES, AND SHALL KEEP A RECORD OF THE PROCEEDINGS OF THE AUTHORITY IN A JOURNAL OF PROCEEDINGS TO BE KEPT FOR SUCH PURPOSE, AND SHALL PERFORM ALL DUTIES INCIDENT TO HIS OFFICE. HE SHALL KEEP IN SAFE CUSTODY THE SEAL OF THE AUTHORITY AND SHALL HAVE POWER TO AFFIX SUCH SEAL TO ALL CONTRACTS AND INSTRUMENTS AUTHORIZED TO BE EXECUTED BY THE AUTHORITY.

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2

HE SHALL HAVE THE CARE AND CUSTODY OF ALL FUNDS OF THE AUTHORITY AND SHALL DEPOSIT THE SAME IN THE NAME OF THE AUTHORITY IN SUCH BANK OR BANKS AS THE AUTHORITY MAY SELECT. THE SECRETARY SHALL SIGN ALL ORDERS AND CHECKS FOR THE PAYMENT OF MONEY AND SHALL PAY OUT AND DISBURSE SUCH MONEYS UNDER THE DIRECTION OF THE AUTHORITY. EXCEPT AS OTHERWISE AUTHORIZED BY RESOLUTION OF THE AUTHORITY, ALL SUCH ORDERS AND CHECKS SHALL BE COUNTERSIGNED BY THE CHAIRMAN. HE SHALL KEEP REGULAR BOOKS OF ACCOUNTS SHOWING RECEIPTS AND EXPENDITURES AND SHALL RENDER TO THE AUTHORITY, AT EACH REGULAR MEETING (OR MORE OFTEN IF REQUESTED), AN ACCOUNT OF HIS TRANSACTIONS AND ALSO OF THE FINANCIAL CONDITION OF THE AUTHORITY. HE SHALL GIVE SUCH BOND FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES AS THE AUTHORITY MAY DETERMINE.

THE COMPENSATION OF THE SECRETARY SHALL BE DETERMINED BY THE AUTHORITY.

SECTION 5. EXECUTIVE DIRECTOR. THE SECRETARY SHALL BE THE EXECUTIVE DIRECTOR OF THE AUTHORITY AND SHALL HAVE GENERAL SUPERVISION OVER THE ADMINISTRATION OF THE BUSINESS AND AFFAIRS OF THE AUTHORITY, SUBJECT TO THE DIRECTION OF THE AUTHORITY. HE SHALL BE CHARGED WITH THE

MANAGEMENT OF THE HOUSING PROJECTS OF THE AUTHORITY.

SECTION 6. ADDITIONAL DUTIES. THE OFFICERS OF THE AUTHORITY SHALL PERFORM SUCH OTHER DUTIES AND FUNCTIONS AS MAY FROM TIME TO TIME BE REQUIRED BY THE AUTHORITY OR THE BY-LAWS OR RULES AND REGULATIONS OF THE AUTHORITY.

SECTION 7. ELECTION OR APPOINTMENT. THE CHAIRMAN AND VICE-CHAIRMAN SHALL BE ELECTED AT THE ANNUAL MEETING OF THE AUTHORITY FROM AMONG COMMISSIONERS OF THE AUTHORITY, AND SHALL HOLD OFFICE FOR ONE YEAR

3

THE SECRETARY SHALL BE APPOINTED BY THE AUTHORITY. ANY PERSON APPOINTED TO FILL THE OFFICE OF SECRETARY, OR ANY VACANCY THEREIN, SHALL HAVE SUCH TERM AS THE AUTHORITY FIXES, BUT NO COMMISSIONER OF THE AUTHORITY SHALL BE ELIGIBLE TO THIS OFFICE.

SECTION 8. VACANCIES. SHOULD THE OFFICES OF CHAIRMAN OR VICE-CHAIRMAN BECOME VACANT, THE AUTHORITY SHALL ELECT A SUCCESSOR FROM ITS MEMBERSHIP AT THE NEXT REGULAR MEETING, AND SUCH ELECTION SHALL BE FOR THE UNEXPIRED TERM OF SAID OFFICE. WHEN THE OFFICE OF SECRETARY BECOMES VACANT, THE AUTHORITY SHALL APPOINT A SUCCESSOR, AS AFORESAID.

SECTION 9. ADDITIONAL PERSONNEL. THE AUTHORITY MAY FROM TIME TO TIME EMPLOY SUCH PERSONNEL AS IT DEEMS NECESSARY TO EXERCISE ITS POWERS, DUTIES AND FUNCTIONS AS PRESCRIBED BY THE HOUSING AUTHORITIES LAW OF THE STATE OF TEXAS AND ALL OTHER LAWS OF THE STATE OF TEXAS APPLICABLE THERETO. THE SELECTION AND COMPENSATION OF SUCH PERSONNEL (INCLUDING THE SECRETARY) SHALL BE DETERMINED BY THE AUTHORITY SUBJECT TO THE LAWS OF THE STATE OF TEXAS.

## ARTICLE III - MEETINGS

SECTION 1. ANNUAL MEETING. THE ANNUAL MEETING OF THE AUTHORITY SHALL BE HELD ON THE **Second (2nd) Wednesday** IN **Jan.** , AT **7:00 P. M.** AT THE REGULAR MEETING PLACE OF THE AUTHORITY. IN THE EVENT SUCH DATE SHOULD FALL ON A LEGAL HOLIDAY, THE ANNUAL MEETING SHALL BE HELD ON THE NEXT SUCCEEDING SECULAR DAY.

SECTION 2. REGULAR MEETINGS. REGULAR MEETINGS MAY BE HELD WITHOUT NOTICE AT SUCH TIMES AND PLACES AS MAY FROM TIME TO TIME BE DETERMINED BY RESOLUTION OF THE AUTHORITY.

SECTION 3. SPECIAL MEETINGS. THE CHAIRMAN OF THE AUTHORITY MAY, WHEN HE DEEMS IT EXPEDIENT, AND SHALL, UPON THE WRITTEN REQUEST OF TWO MEMBERS ~~OF THE AUTHORITY, CALL A SPECIAL MEETING OF THE AUTHORITY FOR THE PURPOSE~~ OF TRANSACTING ANY BUSINESS DESIGNATED IN THE CALL. THE CALL FOR A SPECIAL MEETING MAY BE DELIVERED TO EACH MEMBER OF THE AUTHORITY OR MAY BE MAILED TO THE BUSINESS OR HOME ADDRESS OF EACH MEMBER OF THE AUTHORITY AT LEAST TWO DAYS PRIOR TO THE DATE OF SUCH SPECIAL MEETING; PROVIDED, THAT FORMAL NOTICE OF THE CALLING OF A SPECIAL MEETING MAY BE WAIVED IF ALL MEMBERS OF THE AUTHORITY SIGN A WRITTEN WAIVER OF NOTICE AND CONSENT



TO MEETING IN WHICH SHALL BE SET OUT THE PURPOSES FOR WHICH THE MEETING IS TO BE HELD. AT SUCH SPECIAL MEETING NO BUSINESS SHALL BE CONSIDERED OTHER THAN AS DESIGNATED IN THE CALL OR WAIVER, BUT IF ALL OF THE MEMBERS OF THE AUTHORITY ARE PRESENT AT A SPECIAL MEETING ANY AND ALL BUSINESS MAY BE TRANSACTED AT SUCH SPECIAL MEETING.

SECTION 4. QUORUM. AT ALL MEETINGS OF THE AUTHORITY A MAJORITY OF THE MEMBERS OF THE AUTHORITY SHALL CONSTITUTE A QUORUM FOR THE PURPOSE OF TRANSACTING BUSINESS; PROVIDED THAT A SMALLER NUMBER MAY MEET AND ADJOURN TO SOME OTHER TIME OR UNTIL A QUORUM IS OBTAINED.

SECTION 5. ORDER OF BUSINESS. AT THE REGULAR MEETINGS OF THE AUTHORITY THE FOLLOWING SHALL BE THE ORDER OF BUSINESS.

1. ROLL CALL.
2. READING AND APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING.
3. BILLS AND COMMUNICATIONS.
4. REPORT OF THE SECRETARY.
5. REPORTS OF COMMITTEE.
6. UNFINISHED BUSINESS.
7. NEW BUSINESS.
8. ADJOURNMENT.

ALL RESOLUTIONS SHALL BE IN WRITING AND SHALL BE COPIED IN A JOURNAL OF THE PROCEEDINGS OF THE AUTHORITY.

SECTION 6. MANNER OF VOTING. THE VOTING ON ALL QUESTIONS COMING BEFORE THE AUTHORITY SHALL BE BY ROLL CALL, AND THE "YEAS" AND "NAYS" SHALL BE ENTERED UPON THE MINUTES OF SUCH MEETING.

SECTION 1. AMENDMENTS TO BY-LAWS. THE BY-LAWS OF THE AUTHORITY SHALL BE AMENDED ONLY WITH THE APPROVAL OF AT LEAST THREE OF THE MEMBERS OF THE AUTHORITY AT A REGULAR MEETING OR AT A SPECIAL MEETING WHICH HAS BEEN DULY CALLED AND HELD PURSUANT TO ARTICLE III, SECTION 3 OF THE BY-LAWS, BUT NO SUCH AMENDMENT SHALL BE ADOPTED UNLESS AT LEAST SEVEN DAYS NOTICE THEREOF HAS BEEN PREVIOUSLY GIVEN TO ALL OF THE MEMBERS OF THE AUTHORITY.

## COOPERATION AGREEMENT

This Agreement entered into this 9 day of March, 1965 by and between the Housing Authority of the City of Johnson City, Texas (herein called the "Local Authority") and the City of Johnson City, Texas (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 as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, 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 nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling 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 PHA for loans and annual contributions covering one or more Projects, comprising approximately 100 units of low-rent housing and (b) to develop 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 Texas 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 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.

(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 charge 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. For the purpose of computing the Federal Annual Contribution and Payment in Lieu of Taxes, all projects which are covered by the same contract with the PHA for annual contributions and which have cooperation agreements with the identical Taxing Bodies shall be treated collectively as a single project."

(c) The Local Authority 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, as amended) of each Project and within (5) 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 nonfarm 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 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 such interest as the Municipality may have in such vacated areas, and, in so far 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, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far 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 (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) Repair and maintain all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such areas, whether dedicated or undedicated, 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; and

(f) Cooperate with the Local Authority by such other lawful action 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, fully 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 under applicable State or local assessment laws 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 bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed under applicable State or local assessment laws 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. 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 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 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 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.

The City of Johnson City, Texas  
(CORPORATE NAME OF MUNICIPALITY)

BY James Byard  
(TITLE) Mayor

(SEAL)

ATTEST:

Alfred Pochler  
(TITLE) Assistant  
City Secretary

(SEAL)

Housing Authority of the City of  
Johnson City, Texas  
(CORPORATE NAME OF LOCAL AUTHORITY)

BY Rebecca Adams  
CHAIRMAN

ATTEST:

Janette Napp  
(TITLE) Secretary

Representatives of National Engineering Co. then explained to members of the Council different projects in the Sewer and Water Plan.

Edgar Moreland made a motion that the City adopt a resolution authorizing the filing of an application with the Housing and Home Finance Agency U.S.A. for a loan under the terms of Public Law 345 84th Congress approved Aug. 11, 1955, as amended. Charles Matuss seconded the motion. Motion carried.

A. Copy of said resolution is hereby spread upon the minutes of this meeting.

#### RESOLUTION

Alderman Joe Chamberlain made and Edgar Moreland seconded a Motion that the City adopt a Resolution approving Cooperation Agreement with the Housing Authority of The City of Johnson City, Texas and authorizing its Execution. Motion carried.

A copy of said Resolution follows:

RESOLUTION: # \_\_\_\_\_

Resolution approving Cooperation agreement with the Housing Authority of the City of Johnson City, Texas, and authorizing its Execution.

Whereas - the Housing authority of the City of Johnson City, Texas, is a public Housing agency and it is essential that the City of Johnson City, enter into a Cooperation agreement with the local Housing authority so that the local Housing authority can properly perform its duties and

Whereas it is necessary to comply with rules and regulation of the Public Housing Administration.

Now, Therefore be it resolved by the Mayor and Board of Alderman as follows:

1. That the City of Johnson City approve the Cooperation agreement with the Housing Authority of the City of Johnson City, Texas.

2. That the City of Johnson City authorize the execution of the same after discussion Joe Chamberlain moved that the resolution be adopted as introduced and read. The motion was seconded by Edgar Moreland and the following vote was recorded.

Ayes, Edgar Moreland, Joe Chamberlain, Charles Matuss,

Noes, None

The Mayor thereupon declared the Motion carried and the resolution adopted.

There being no further business to transact the meeting adjourned.

  
\_\_\_\_\_  
Mayor

ATTEST:  
J. I. Leonard  
City Clerk

BB1853