



**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
MARCH 26, 2015, 4:30 P.M.**

**COUNCIL CHAMBERS  
106 PUBLIC SQUARE  
CLARKSVILLE, TENNESSEE**

**AGENDA**

- 1) CALL TO ORDER
- 2) PRAYER AND PLEDGE OF ALLEGIANCE
- 3) ATTENDANCE
- 4) TRANSPORTATION
  1. **RESOLUTION 31-2014-15** Authorizing an application with the U. S. Department of Transportation for a grant under “Moving Ahead for Progress in the 21<sup>st</sup> Century”
- 5) HOUSING AUTHORITY PILOT AGREEMENT
  1. **ORDINANCE 50-2014-15** (First Reading) Approving a Payment In Lieu Of Taxes program for the Clarksville Housing Authority (*Mayor McMillan*)
- 6) ADJOURNMENT

RESOLUTION 31-2014-15

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, FOR A GRANT UNDER “MOVING AHEAD FOR PROGRESS IN THE 21<sup>ST</sup> CENTURY (MAP-21)”

*WHEREAS*, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

*WHEREAS*, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs; and

*WHEREAS*, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Department of Transportation requirements thereunder; and

*WHEREAS*, it is required by the U.S. Department of Transportation in accordance with the provisions of Section 504 of the Rehabilitation Act of 1973, that in connection with the filing of an application for assistance the applicant gives an assurance that it will comply with Section 504 of Rehabilitation Act of 1973 and the U.S. Department of Transportation requirements thereunder; and

*WHEREAS*, it is required by the U.S. Department of Labor in accordance with the provisions of Section 5333(b) of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), that in connection with the filing of an application for assistance under the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), and in the absence of a waiver from the U.S. Department of Labor, the applicant gives an assurance that it will comply with Section 5333(b) of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), and the U.S. Department of Labor requirements thereunder; and

*WHEREAS*, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project, and the definite procedures shall be established and administered to ensure that disadvantaged businesses shall have maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CLARKSVILLE TRANSIT SYSTEM:*

- Section 1. That the Mayor of the City of Clarksville is hereby authorized to execute and file an application on behalf of the Clarksville Transit System with the U.S. Department of Transportation, to aid in the financing of the capital assistance projects described in the attachment.
- Section 2. That the Mayor of the City of Clarksville is hereby authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
- Section 3. That the Mayor of the City of Clarksville is hereby authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.
- Section 4. That the Mayor of the City of Clarksville is hereby authorized to set forth and execute with such application an assurance that the Clarksville Transit System will comply with the conditions of the Section 5333(b) Warranty as required by the U.S. Department of Labor effectuating the purposes of Section 5333(b) of Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21).
- Section 5. That the Mayor of the City of Clarksville is hereby authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application or the project.
- Section 6. That the Mayor of the City of Clarksville is hereby authorized to execute grant contract agreements on behalf of the City of Clarksville and Clarksville Transit System with the Kentucky Transportation Cabinet for aid in the financing of the capital assistance project(s).
- Section 7. This Resolution shall be in full force and effect from and after the date of its adoption.

*ADOPTED:*

**KENTUCKY TRANSPORTATION CABINET  
OFFICE OF TRANSPORTATION DELIVERY  
SOLICITATION OF PROPOSALS FOR FEDERAL TRANSIT GRANTS  
STATE FISCAL YEAR 2016 (July 1, 2015 through June 30, 2016)**

The Office of Transportation Delivery of the Kentucky Transportation Cabinet is seeking proposals from public and non-profit entities to assist in the delivery of public and specialized transportation services. Services would be provided under 49 U.S.C. Sections 5303, 5304, 5307, 5310, 5311, and 5339, including all amendments. These transportation programs have been reauthorized through MAP-21 (Moving Ahead for Progress in the 21st Century).

**Section 5311** provides Federal operating, planning and capital assistance with required local match for general public transportation assistance in rural areas with populations less than 50,000. Section 5311 coordinates programs and services to improve service levels in areas with minimal service and assists in the maintenance and improvement of public transportation systems in rural areas. This program also provides services to low-income individuals for job access and reverse commute projects. Grants to support public transportation in the Appalachian region are also available under this program. To apply for assistance as a first-time applicant under Section 5311 or Section 5311(f) rural intercity, please notify this office in writing by February 27, 2015 of your intent to submit a proposal. Proposals are subject to availability of funding.

**Section 5307** provides Federal operating, capital and transit planning assistance with required local match for small urban area general public transportation. This program also provides services to low-income individuals to access jobs and for reverse commute activities. To apply for assistance as a first-time applicant to provide these services in the **Elizabethtown-Radcliff small urban area**, please notify this office in writing by February 27, 2015 of your intent to submit a proposal. Proposals are subject to availability of funding.

**Section 5303** provides Federal transit planning assistance with required local match to assist with the development of long-range transportation plans and transportation improvement programs for metropolitan planning areas of the State as well as the establishment of performance targets that address national transit performance measures issued by the US DOT and based on goals outlined in law. To apply for assistance to provide these services, a draft work plan must be submitted to this office by April 1, 2015. Proposals are subject to availability of funding.

**Section 5304** provides Federal statewide and non-metropolitan transit planning assistance with required local match to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people while working and coordinating with the State, regional transportation planning organizations and public transit operators. To apply for assistance as a first-time applicant to provide these services, please notify this office in writing by February 27, 2015 of your intent to submit a proposal. Proposals are subject to availability of funding.

**Section 5339** provides funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. Final applications are due in the Office of Transportation Delivery by April 1, 2015. Proposals are subject to availability of funding. **Rural and small urban systems in Kentucky will apply directly to the State for these funds.**

**COORDINATED PUBLIC TRANSIT-HUMAN SERVICE PLAN:** (Section 5310 applicants below must be part of and included in an approved, locally-developed Coordinated Plan.) **In addition, Veterans and Military Service Organizations and VA Medical Centers must be incorporated into the Coordinated Plan as the Commonwealth moves forward with the Veterans Transportation and Community Living Initiative Grant.**

**Section 5310** provides Federal capital assistance with required local match (20%) for eligible agencies that help increase the mobility of seniors and persons with disabilities in urban or nonurbanized areas where transportation services are unavailable, insufficient, or inappropriate. At least 55% of program funds **MUST** be spent on these types of capital programs. The remaining 45% of the State allocation **MAY** be used to provide funding for services for individuals with disabilities that go above and beyond the requirements of the Americans with Disabilities Act (ADA). These funds may be used for operating expenses at a 50% local match or for capital expense with a 20% required match. Local transit providers must participate in the development of a Coordinated Public Transit-Human Service Transportation Plan. To apply for assistance under Section 5310 as a first-time applicant, please notify this office in writing by February 27, 2015 of your intent to submit a proposal. Proposals are subject to availability of funding.

Final Applications for these programs are due in the Office of Transportation Delivery by **April 1, 2015** for the 2016 State Fiscal Year beginning July 1, 2015. All proposals and related documents shall be subject to financial assistance between the Kentucky Transportation Cabinet and the United States Department of Transportation/Federal Transit Administration. Transportation entities receiving Federal assistance will be required to comply with all applicable Federal, State and local laws and regulations.

Final applications should be forwarded to Vickie S. Bourne, Executive Director, Office of Transportation Delivery, Kentucky Transportation Cabinet, 200 Mero Street, Frankfort, KY 40622 by close of business on April 1, 2015. Correspondence or questions shall be directed to Eric Perez at the address listed above or by telephone at (502) 564-7433 or by FAX at (502) 564-2058.

The Kentucky Transportation Cabinet's goal is to "provide a safe, efficient, environmentally sound and fiscally responsible transportation system which promotes economic growth and enhances the quality of life in Kentucky." The Kentucky Transportation Cabinet is an equal opportunity employer M/F/D.

ORDINANCE 50-2014-15

AN ORDINANCE APPROVING A PAYMENT IN LIEU OF TAXES PROGRAM FOR THE CLARKSVILLE HOUSING AUTHORITY

- WHEREAS*, the Clarksville Housing Authority (“CHA”) is authorized by *Tennessee Code Annotated § 13-20-104 et seq.*; as amended (the “ACT”), among other things, to establish a payment in lieu of ad valorem taxes program (“CHA PILOT”); and
- WHEREAS*, the CHA, so that it may continue its public benefit purposes of providing safe, decent, and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits (“LIHTC”), under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”); and
- WHEREAS*, the CHA has been approved to provide (i) payment in lieu of taxes (“PILOT”) from lessees operating LIHTC property deemed to be in furtherance of the CHA’s public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years; and
- WHEREAS*, pursuant to authorization under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the “PILOT Lease Agreement”) with the Lessee setting forth certain rights and responsibilities between the parties; and
- WHEREAS*, the Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate income persons located at 110 W. Concord Drive, Clarksville, Montgomery County, Tennessee 37042 (the “Project”); and
- WHEREAS*, the CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below; and
- WHEREAS*, the Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA’s purposes set forth in the Act.

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Clarksville City Council hereby approves the Clarksville Housing Authority's request to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate income persons located at 110 W. Concord Drive, Clarksville, Montgomery County, Tennessee 37042, based upon Exhibit A and Exhibit B attached hereto.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

## EXHIBIT A

### PILOT AGREEMENT

This PILOT AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of February, 2015, by and between Clarksville Housing Authority, a public body corporate and politic under the laws of the State of Tennessee ("CHA"), and Concord Gardens Apartments, LP, a limited partnership organized and existing under the laws of the State of Tennessee (the "Lessee").

#### RECITALS:

1. Clarksville Housing Authority ("CHA") is authorized by Tennessee Code Annotated Section 13-20-104 et seq., as amended (the "Act"), among other things, to establish a payment in lieu of ad valorem taxes program ("CHA PILOT").

2. CHA, so that it may continue its public benefit purposes of providing safe, decent and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits ("LIHTC"), under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").

3. CHA has been approved to provide (i) payment in lieu of taxes ("PILOT") from lessees operating LIHTC property deemed to be in furtherance of CHA's public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years.

4. Pursuant to authorizations under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the "PILOT Lease Agreement") with the Lessee setting forth certain rights and responsibilities between the parties.

5. The Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate-income persons located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042 (the "Project").

6. The CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below.

7. The Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA's purposes set forth in the Act.



NOW, THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Conditions Precedent. This Agreement and the obligation of the Lessee to pay, the PILOT described herein, is specifically conditioned upon:

1. The Lessee transferring title, via Quitclaim Deed, to the Project to the CHA;
2. The CHA, and the Lessee entering into a PILOT Lease Agreement for the Project, dated the date hereof leasing the Project to the Lessee for the full term of the CHA PILOT, under certain terms and conditions.
3. The Lessee providing to the CHA a commitment of title insurance from an approved title insurance company evidencing that CHA is an insured party;
4. The Lessee shall furnish casualty and liability insurance coverage on the subject property with minimum limits equal to the full value of the property, with the CHA listed as an additional insured.
5. The receipt of compliance with the above requirements and acceptance by the CHA shall be evidenced, in writing, from the CHA to the Lessee. Failure to receive such written notification of compliance shall render this Agreement null and void *ab initio*.
6. The Lessee shall be responsible for the payment of all costs, including reasonable attorneys' fees, incurred in effecting the transfer of title of the Project to the CHA, finalization of the PILOT Lease Agreement, the Agreement and related transaction documents.
7. [Intentionally Omitted].
8. Upon satisfaction of numbers 1-7, the Lessee, its successors and assigns shall be responsible for the PILOT Payment, on an annual basis, equal to the amount calculated in accordance with Section 3(a) below, and paid in accordance with Section 3(b) below. Said PILOT Payment shall be collected by the Manager, as defined in the Lease Agreement, in such manner as will allow the timely payment to each taxing authority on an annual basis.

Section 2. Subject Property. The Lessee warrants that the following is a full and complete listing of all parcels, tax identification numbers and the applicable 2014

assessed taxes for all real property to be acquired by the CHA in connection with the Agreement:

| Facility<br>Name                 | Address                  | County Tax I.D.<br>Number | Clarksville City<br>2014 Assessed<br>Taxes | Montgomery County<br>2014<br>Assessed Taxes |
|----------------------------------|--------------------------|---------------------------|--------------------------------------------|---------------------------------------------|
| Concord<br>Gardens<br>Apartments | 110 W.<br>Concord<br>Dr. | _____                     | \$ _____                                   | \$ _____                                    |

### Section 3. PILOT Payments.

(a) Each year during the term hereof, Lessee shall make PILOT Payments, in lieu of Clarksville and Montgomery County ad valorem taxes, in amounts as computed as indicated below for the property located at 110 W. Concord Dr., Clarksville, Montgomery County, Tennessee 37042, and bearing the Tax ID Nos. set forth in the preceding Section hereof, that otherwise would have been due and payable with regard to the Project were it owned by a tax paying entity and subject to such taxation. During the term hereof, the Lessee shall make the following annual PILOT Payments:

The tax assessment of the Project shall be a "PILOT Payment" comprised of the Base Rent. The Base Rent shall be equal to the improved value of the Project multiplied by .25%, and then multiplied by the sum of (A) the then current city tax rate of the City of Clarksville and the (B) the then current county tax rate of the County of Montgomery, Tennessee. These PILOT Payments shall be paid in the same manner and to the same tax collectors as are ad valorem taxes paid to the City of Clarksville and County of Montgomery, Tennessee.

(b) The PILOT Payment shall be collected by the Manager and paid as follows: (i) the portion of the PILOT attributable to the City of Clarksville property taxes (currently 28.46%) shall be paid to the City of Clarksville, Treasurer, City Hall, 1 Public Square, Clarksville, Tennessee 37040 on or before February 28 of each year, and (ii) the portion of the PILOT attributable to the County of Montgomery property taxes (currently 71.54%) shall be paid to the County Trustee, 1 Millennium Plaza, Clarksville, Tennessee 37040 on or before February 28 of each year.

(c) The Manager shall collect and pay the PILOT Payment to the applicable taxing authorities of the City and County.

(d) Upon the reconveyance to the Lessee of the title to the Project by the CHA, as shall be governed by the PILOT Lease Agreement, any past due PILOT Payments, interest and penalties shall become immediately due and payable, and thereafter, the facilities of the Project shall immediately be subject to regular ad valorem taxation.

Section 4. Term. The Term of this Agreement shall be for a period of fifteen (15) years, to commence January 1, 2015 and ending December 31, 2029, but may terminate on the earliest to occur of: (1) the failure of the condition precedents as set forth in Section 1 above; (2) the date upon which all PILOT Payments and any interest and penalties thereon have been paid and the CHA has transferred title to the Project; (3) the foreclosure of any Mortgage on the Project and the conveyance of title thereafter to the successful bidder(s) at the foreclosure sale; (4) voluntary termination by the Lessee; or (5) sale of the Project by Lessee without prior written approval of a PILOT transfer application by the CHA.

Section 5. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

Section 6. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of CHA.

Section 7. Notices. Any notice required to be given hereunder shall be given by certified mail, postage prepaid, at the address specified below, or at such other addresses as may be specified in writing by the party in question:

CHA: Executive Director  
721 Richardson St.  
Clarksville, Tennessee 37041

with copy to: Watkins & Atkins  
320 Franklin Street  
Clarksville, Tennessee 37040  
Attn: Larry Watson, Esq.

Lessee: Concord Gardens Apartments, L.P.  
110 W. Concord Dr.  
Clarksville, TN 37042  
Attn: General Partner

Manager: First Cumberland Properties, Inc.  
1011 Cherry Avenue  
Nashville, Tennessee 37203

Section 8. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereby shall not in any way be affected or impaired thereby.

Section 9. Binding Effect. The liabilities and obligations assumed by or imposed upon the parties hereto shall be binding upon their heirs, executors, administrators, legal representatives, successors and assigns.

Section 10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CHA and the Lessee have executed this Agreement by their duly authorized representatives, all as of the date first set forth above.

**CLARKSVILLE HOUSING AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONCORD GARDENS APARTMENTS, LP,**  
a Tennessee limited partnership

By: **CHA CONCORD GARDENS, INC.,** a Tennessee  
corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged, agreed to and accepted for the purposed provided for herein:

**FIRST CUMBERLAND PROPERTIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT B

**COOPERATION AGREEMENT  
(Clarksville Housing Authority)**

THIS COOPERATION AGREEMENT (the "Agreement") entered into as of this \_\_\_ day of February, 2015, by and between CLARKSVILLE HOUSING AUTHORITY (herein called the "Local Authority") and the CITY OF CLARKSVILLE and COUNTY OF MONTGOMERY (herein collectively 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 residential rental affordable housing development that is restricted under government regulations pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, which is located on real property leased from the Local Authority pursuant to a ground lease that complies with, among other things, the applicable Qualified Allocation Plan of the Tennessee Housing Development Agency; such Project having been determined by the Local Authority to be in furtherance of its public purposes.
  - b. The term Taxing Body shall mean the State or any political subdivision or taxing unit thereof in which the 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 the Project if it were not exempt from taxation.
  - c. The term PILOT Payment shall mean the Base Payment. The Base Rent shall be equal to the improved value of the Project multiplied by .25%, and then multiplied by the sum of (A) the then current city tax rate of the City of Clarksville and the (B) the then current county tax rate of the County of Montgomery, Tennessee.
2. The Local Authority shall endeavor (a) to confirm the funding from low income housing tax credits or equivalent governmental financing from the Tennessee Housing Development Agency covering a portion of the construction of the Project, and (b) to acquire the unilateral right to acquire the Project upon the expiration of the PILOT Agreement.
3.
  - a. Under the constitution and statutes of the State of Tennessee, the Project is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to the Project, so long as either (i) the Project is leased or owned by the Local

Authority, or (ii) any contract between the Local Authority and the United States Government or the State of Tennessee, or any agencies thereof (the "Government") for loans or annual contributions, or both, in connection with the Project remains in force and effect, 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 the 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 the Project.

- b. Each such annual Payment in Lieu of Taxes shall be made on or before February 28 of each year of the Project, and shall be in an amount equal to the PILOT Payment.
  - c. No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality 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 the Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
4. During the period commencing with the date of the acquisition of any part of the site or sites of the Project and continuing so long as either (i) the Project is leased or owned by a public body of a governmental agency and is used for low or moderate income housing purposes, or (ii) any contract between the Local-Authority and the Government for loans, or both, in connection with the Project, remains in force and effect, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of the 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 the 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, road, and alleys within the area of the 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 area; 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 the 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 the Project as are reasonable and necessary for the development and protection of the Project and the surrounding territory;
  - d. Accept grants or easements necessary for the development of the Project; and,
  - e. 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 new development and administration of the Project.
5. In respect to the Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:
- a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of the Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
  - b. It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding the Project or as necessary to provide adequate access hereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and,
  - c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to the Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

6. 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 the 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 the Project or any other low-rent housing projects owned or operated by the Local Authority.
7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to the Project covered by this Agreement.
8. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to the Project during his tenure or for *one* year thereafter shall have any interest, direct or indirect, in the Project or any property included or planned to be included in the Project, or any contracts in connection with the Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.
9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with the Project remains in force and effect, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project so long as the beneficial title to the Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low rent housing project. If at any time beneficial title to, or possession of, the Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written,

CITY OF CLARKSVILLE

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

MONTGOMERY COUNTY

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

APPROVED AS TO LEGALITY OF  
FORM AND COMPOSITION:

\_\_\_\_\_  
Attorney

CLARKSVILLE HOUSING AUTHORITY

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary