



**CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
OCTOBER 10, 2013, 5:00 P.M.
CITY COUNCIL CHAMBERS**

AGENDA

- 1) CALL TO ORDER
- 2) PRAYER AND PLEDGE OF ALLEGIANCE
- 3) ATTENDANCE
- 4) COMMUNITY DEVELOPMENT
 1. **ORDINANCE 20-2013-14** (Second Reading) Amending the FY14 Community Development Budget to accept a Continuum of Care Program grant
- 5) WARD VACANCY
 1. Appointment of Ward 1 City Council representative

Qualified Applicants: John Leckrone
 Michael K. McNeill
- 6) ADJOURNMENT

ORDINANCE 20-2013-14

AN ORDINANCE AMENDING THE 2013-2014 OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT BUDGET (ORDINANCE 85-2012-13) AUTHORIZING THE CITY OF CLARKSVILLE TO CREATE A PROJECT OF \$104,004 TO INCLUDE THE 2012 CONTINUUM OF CARE PROGRAM GRANT

WHEREAS, the Office of Housing and Community of the City of Clarksville has been awarded funding from HUD through the Continuum of Care Program Grant; and

WHEREAS, the grant period is to be effective from May 17, 2013 to May 16, 2014.

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

That the following project be created with the Shelter + Care Fund:

84463003 4810 BV13 Subrecipient: Buffalo Valley 2013 Increase: \$104,004

BE IT FURTHER ORDAINED:

That the following Shelter + Care Revenue be budgeted:

8446300 33150 Grant Revenue Increase: \$104,004

FIRST READING: October 3, 2013

SECOND READING:

EFFECTIVE DATE:

OFFICE OF HOUSING



+ COMMUNITY DEVELOPMENT

MEMORANDUM

FOR: Clarksville Finance Committee

FROM:  Office of Housing and Community Development

RE: Shelter + Care Grant

DATE: September 16, 2013

The City of Clarksville has been awarded funding for the Shelter + Care grant through the 2012 Continuum of Care Program. The funding amount for this grant was unknown at the time the budget was passed by the City Council. As such we are requesting an amendment to the Housing and Community Development budget to add the funding for this grant. Attached is a copy of the ordinance that we would like to present to the City Council, as well as the grant agreements with HUD.

On Wednesday September 11, 2013, the Community Development Committee met and voted 3-0 in favor of forwarding the request to the finance committee.

Should you have any further questions or concerns please feel free to contact our office.

Attachments: three (3)

ORDINANCE _____

AN ORDINANCE AMENDING THE 2013-2014 OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT BUDGET (ORDINANCE 85-2012-13) TO INCLUDE THE 2012 CONTINUUM OF CARE PROGRAM GRANT

WHEREAS, the Office of Housing and Community of the City of Clarksville has been awarded funding from HUD through the Continuum of Care Program Grant, and;

WHEREAS, The grant period is to be effective from May 17, 2013 to May 16, 2014;

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

That the 2013-2014 Office of Housing and Community Development Budget and Program of expenditures is hereby amended to include \$104,004 for the 2012 Continuum of Care Program Grant.

ATTEST:

City Clerk

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Project Name: TN-503 – REN -2012 S+C Clarksville
Tax ID #: 62-6000261
Project Location: Scattered site
Grant Number: TN0113L4J031204
DUNS #: 001204275

RECEIVED IN CPD

SEP 03 2013

KNOXVILLE, TN

AMENDMENT TO THE 2012 CONTINUUM OF CARE PROGRAM
GRANT AGREEMENT

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the City of Clarksville, (the Recipient), of One Public Square, Clarksville, Tennessee.

RECITALS

1. HUD and the Recipient entered into a Grant Agreement dated July 23, 2013, having Grant No. TN0113L4J031204 (the Grant Agreement).
2. HUD's total funding obligation for the Grant Agreement was listed in Exhibit 1 of the Grant Agreement as \$104,068, but should not have been because the FMRs in the Continuum of Care in which Recipient's project is located decreased since the previous year.
3. The parties are desirous of amending the Grant Agreement to decrease HUD's total funding obligation for the Grant Agreement.

AGREEMENTS

The Grant Agreement is hereby amended by replacing paragraph 3 of Exhibit 1, Scope of Work for FY2012 Competition, with the following:

3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$104,004 for project number TN0113L4J031204. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

- | | |
|----------------------|----------|
| a. Rental Assistance | \$97,200 |
| b. Administration | \$ 6,804 |

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
By: The Secretary

By: Mary C Wilson
(Signature)

Director CPD
(Title)

9/03/2013
(Date)

RECIPIENT

By: Kim McMillan
(Authorized signatory)

Kim McMillan, Mayor
(Type in name of authorized signatory)

8/26/13
(Date)

Grant Number: TN0113L4J031204
Project Name: TN-503 - REN - 2012 S+C Clarksville
Total Award Amount: \$104,068
Number of Units: 15
Component: SRA
Recipient: City of Clarksville
Contact Person and Title: Keith Lampkin
Telephone Number: (931) 648-6133
Fax Number: (931) 503-3092
E-mail Address: keith.lampkin@cityofclarksville.com
EIN/Tax ID Number: 62-6000261
DUNS Number: 001204275
Effective Date: May 17, 2013
Project Location(s): Scattered site

RECEIVED IN CPD
JUL 23 2013
KNOXVILLE, TN
HUD OFFICE

2012 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program regulation (the "Regulation").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2012 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred

for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
 - a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;

6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);
11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: Mary C. Wilson
(Signature)

Mary C. Wilson, Director CPD
(Typed Name and Title)

July 23, 2013
(Date)

RECIPIENT

City of Clarksville, Tennessee
(Name of Organization)

BY: Kim McMillan
(Signature of Authorized Official)

Kim McMillan
Mayor, City of Clarksville
(Typed Name and Title of Authorized Official)

7/17/13
(Date)

Grant Number: TN0113L4J031204
Project Name: TN-503 - REN - 2012 S+C Clarksville
Total Award Amount: \$104,068
Contact Person and Title: Keith Lampkin
Effective Date: May 17, 2013

EXHIBIT 1
SCOPE OF WORK for FY2012 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2012 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$104,068** for project number **TN0113L4J031204**. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$
b. Acquisition	\$
c. New construction	\$
d. Rehabilitation	\$
e. Leasing	\$
f. Rental assistance	\$97,200
g. Supportive services	\$
h. Operating costs	\$
i. HMIS	\$
j. Administration	\$ 6,868
4. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

From: Kip Mcneill [<mailto:kip.mcneill@yahoo.com>]

Sent: Monday, September 23, 2013 10:33 AM

To: McMillan, Kim; McMillan, Kim; McLaughlin, Deanna; Lewis, James; Redd, Wallace; Guzman, Valerie; Harris, Marc; Grubbs, Geno; Allen, David; Wallace, Joel; Summers, Bill; Jones, Kaye; Burkhardt, Jeff

Subject: City Council Ward One Vacancy

Dear Honorable Mayor McMillan and Honorable Clarksville City Council Members,

I am writing to you today in regard to the vacancy left by Nick Steward in Clarksville City Council Ward One. My name is Michael Kip McNeill, I am a life long resident of North Clarksville and I have lived in Ward One since 2004. I would like for you to consider appointing me to the position of Clarksville City Councilman Ward One. I have the best interest of Ward One and the City of Clarksville in mind, and I was planning on running for the position of City Councilman Ward One even before I was made aware that Mr. Steward had resigned.

I have seen the population in areas of Clarksville boom in recent years. Ward One's proximity to Ft. Campbell's main gates is a huge attraction for military personnel to want to plant stakes in this ward. Due to my passion for Ward One, many residents have communicated their concerns with me. I am someone who has the determination to work with various city departments to resolve issues that affect the residents of Ward One.

I am a graduate of Youth Leadership Clarksville and a graduate of Northwest High School. I am involved with Hunters for the Hungry Clarksville. I have been involved with the youth in North Clarksville by serving as an umpire and coach for the Northwest Little League.

I have a flexible schedule that will make me available for the citizens of Ward One and for city meetings. I do not have any personal or professional issues that could be perceived as potential conflicts of interest that may require me to abstain from a vote as a member of the Clarksville City Council.

I have respect for what you do for your City Council Wards and our City and I would like the opportunity to give back to my ward and my community by serving as a member of the Clarksville City Council.

If selected to fill the position of City Councilman for Ward One, I will make decisions that will be best for the all citizens of Clarksville.

I am more than willing to meet with the Mayor and City Council Members individually to answer any questions that you may have. I absolutely love this city and the ward in which I live. I can only hope for an opportunity to work to better this ward and keep it on pace with the rest of Clarksville.

Please feel free to e-mail or call me at any time at kip.mcneill@yahoo.com or by phone (931) 217-8204. Thank you for your time in considering me as a potential member of the Clarksville City Council.

Michael K. McNeill

303 Conrad Dr.

Clarksville, TN 37042

931-217-8204

kip.mcneill@yahoo.com

From: John Leckrone [<mailto:theclarksvilleantiquemail@gmail.com>]

Sent: Thursday, October 03, 2013 9:50 AM

To: Skinner, Sylvia

Subject: John Leckrone City Council Candidate Ward 1

To the mayor, city council and citizens of Clarksville Tennessee and ward 1

My name is John Leckrone. I have been a citizen of Clarksville Tennessee and ward 1 for over 20 years now and would be honored to represent the ward and the people of Clarksville on the Clarksville City Council. As a former candidate for this position I know the district and it's people well. I have walked the district numerous times introducing myself and finding out what issues and concerns each person I spoke to had with regards to city government.

These concerns are first and foremost on my agenda for representing my friends and neighbors in ward 1. Additionally I will seek to balance out those needs while on the city council with that of the councils responsibility of managing the city of Clarksville as a whole and all of the needs of every one of Clarksville's citizens.

The duty and responsibility of any elected official is to the citizens for whom they represent. I am fully prepared to do so on the Clarksville City Council. It is now up to you, the Clarksville City Council, to decide who will best represent the people of ward 1 and I ask for your vote in that capacity. Should you have any questions of me after the interview at this evenings city council meeting you may call me at (931) 220-4319. I will be happy to answer them. Thank you for your consideration. Sincerely, John Leckrone

ORDINANCE 24-2013-14

AN ORDINANCE AMENDING THE OFFICIAL CODE PERTAINING TO THE FILLING OF VACANCIES ON THE CITY COUNCIL OTHER THAN THE MAYOR

WHEREAS, the City Council finds it to be in the best interest of the City of Clarksville to establish and codify a process for the filling of a vacancy occurring on the City Council, other than for the office of Mayor as addressed elsewhere.

NOW, THEREFOR BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE:

1. That the Official Code of the City of Clarksville, Tennessee, Title 1 (Administration, Officers, and Personnel), Chapter 2 (City Council), Section 1-210 (Procedure to fill vacancy in office of city council), is hereby amended by deleting the current language of said section entirely and substituting therefore the following:

Section 1-210. Procedure to fill vacancy in office of City Council other than Mayor.

a. Candidates applying to fill a vacancy on the City Council, other than Mayor, shall be qualified in accordance with the Official Charter of the City of Clarksville and general state law. Whenever a vacancy shall occur in the office of City Council, other than Mayor, the ward boundaries in effect at the time of the vacant member's election or appointment shall be used to determine the ward residency qualifications of applicants for the vacancy, except in cases of a general election where there has been reapportionment, in which case the most recently adopted reapportionment ward boundaries shall be used.

b. The City Clerk shall publish notice of the vacancy, and within sixty (60) days of a vacancy occurring, all qualified applicants shall appear before the City Council at a regularly scheduled meeting to make known their intention to apply to fill the vacancy, and may make a brief statement to the City Council at such meeting concerning: the reasons for their desire to serve on the City Council, their background, education, training, employment, military service, volunteer work, and such other matters as may be appropriate to an evaluation of their application, and may answer questions from City Council members.

c. Within fourteen (14) days of the regularly scheduled meeting of the City Council at which applicants appear to make known their intention to apply for the vacancy, the Mayor, or Mayor Pro Tem in the absence of the Mayor, shall hold a special called meeting of the City Council for the purpose of appointing an applicant to fill the unexpired term of the City Council member whose office is vacant. Only those applicants who appeared at the previous regularly scheduled meeting and made known their intention to apply to fill the vacancy may be considered at the special called meeting for voting on the appointment.

d. During the special called meeting of the City Council, the following voting procedure shall be used to appoint an applicant to fill the unexpired term of the City Council member whose office is vacant:

(1) The appointed applicant shall be appointed only upon receiving a majority vote of the entire membership of the City Council.

(2) Each applicant's name shall be announced by the City Clerk, and thereafter each City Council member may vote for only one applicant by roll call voice vote by stating the name of the applicant they vote for. If any applicant receives a majority vote or more of the entire membership of the City Council, that applicant shall be approved and appointed to fill the vacancy for the unexpired term of the vacant member.

(3) If no applicant receives a majority vote or more of the entire membership of the City Council during the first vote, then a second round of voting shall commence following the same procedure set forth above. At the conclusion of the second round of voting, any applicant who receives a majority vote or more of the entire membership of the City Council shall be approved and appointed to fill the vacancy for the unexpired term of the vacant member.

(4) If no applicant receives a majority vote or more of the entire membership of the City Council during the second vote, then a third round of voting shall commence. During the third round of voting, the City Council shall not consider and no member of the City Council may vote for the applicant having the lowest vote total during the preceding vote.

(a) If after the second round of voting, two or more applicants are tied with the lowest vote totals from the preceding vote, then a separate run-off vote shall first be conducted, prior to the third round vote, between only the tied applicants with the lowest vote totals from the preceding second round vote, or between all applicants if all applicants received an equal number of votes. During this separate run-off vote, all City Council members may vote, but only for one of the tied applicants, except for the Mayor, or the Mayor Pro Tem in the absence of the Mayor, who shall not have a vote in the run-off vote. The applicant with the highest total number of votes in the run-off vote shall continue to the third round of voting for consideration by the City Council. In case of a tie vote during the run-off vote, the Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall break the tie by selecting from among those tied which applicant shall continue to the third round of voting by the City Council.

(b) At the conclusion of the third round of voting, any applicant who receives a majority vote or more of the entire membership of the City Council shall be approved and appointed to fill the vacancy for the unexpired term of the vacant member.

(5) Subsequent voting rounds, to include run-off votes, if necessary, shall be conducted in accordance with the provisions above until such time as an applicant shall have received a majority vote of the entire membership of the City Council.

e. Upon approval and appointment by the City Council, the applicant shall immediately thereafter be sworn by the Mayor, or Mayor Pro Tem in the absence of the Mayor, and shall take their seat and hold office until the next general election.

2. This ordinance shall be effective immediately upon passage by the City Council.

<i>FIRST READING:</i>	September 26, 2013
<i>SECOND READING:</i>	October 3, 2013
<i>EFFECTIVE DATE:</i>	October 8, 2013