

**Clarksville-Montgomery County
Convention & Visitor Bureau
Special – Called Board of Directors Meeting
EDC Offices - Aspire Board Room
Tuesday, December 18, 2024, 1:003p.m.**

Meeting Agenda

- I. Call to Order/Welcome Guests**
- II. Public Comment(s) Germane Agenda Items**
- III. New Business: Intergovernmental Agreement**
- IV. Public Comments:**
- V. Adjourn**

RESOLUTION TO AMEND THE CLARKSVILLE-MONTGOMERY COUNTY ECONOMIC DEVELOPMENT COUNCIL'S BUDGET FOR BUILD-OUT OF A DOWNTOWN TOURISM ENGAGEMENT AND DEVELOPMENT SITE.

WHEREAS, the Clarksville-Montgomery County Economic Development Council (EDC) and its member entities, Clarksville Area Chamber of Commerce (Chamber), the Clarksville Montgomery County Tourist Commission (Tourist Commission), and the Industrial Development Board of the County of Montgomery (IDB), desire to secure a downtown location for tourist engagement and its ongoing tourism development and management operations; and

WHEREAS, the IDB has acquired the right to purchase certain real property located at 335 Franklin St., Clarksville, TN, currently known as Gateway Funeral Home, pursuant to a Purchase and Sale Agreement for the purchase price of One Million Five Hundred Sixty Thousand Dollars and No/100 (\$1,560,000.00); and

WHEREAS, it is the intention of the IDB to purchase said real property and lease it to the EDC for use by it and its member entities as office, conference, and store-front space, including staff and visitor parking; and

WHEREAS, the IDB intends to finance the build-out of the property, in an amount not to exceed \$1,000,000, with contributions from the following:

- (i) \$250,000 from Tourist Commission tourism reserves,
- (ii) \$200,000 from EDC tourism reserves,
- (iii) \$100,000 from Chamber reserves,
- (iv) \$200,000 from EDC reserves.
- (v) IDB shall finance the remaining portion of the build-out cost.; and

WHEREAS, the contributions and future rents received by IDB from the EDC, Chamber and Tourist Commission shall be used to reimburse the IDB \$750,000 and shall be applied to pay down the remaining IDB Debt incurred for the build-out, in approximately 11 years. Upon the full payoff and release of the IDB Debt, the real property will be conveyed to the County by Quitclaim deed; and

WHEREAS, Tourist Commission has ceased operating a Visitors Center at 180 Holiday Drive due to low tourist utilization; and

WHEREAS, the aforementioned low utilization is, in large part, the result of the site's close proximity to the State of Tennessee's Welcome Center just two interstate exits away and its far distance from the blossoming tourist activity in the downtown area; and

WHEREAS, Tourist Commission advises the Clarksville-Montgomery County Economic Development Council (EDC) to secure a downtown location for tourist engagement and its ongoing tourism development and management operations and seeks the sale of the former Visitors Center site at 180 Holiday Drive [Parcel # 033H C 02000 000] to facilitate the effort; and

WHEREAS, Tourist Commission desires to allocate Hotel Occupancy Tax reserves that it obtained by approval of Montgomery County's Board of County Commissioners in accordance with Chapter 167 of the Private Acts of 1979 prior to its amendment in 2021 toward the downtown site's build-out; and

WHEREAS, the EDC desires to allocate Hotel Occupancy Tax reserves that it obtained by approval of Montgomery County's Board of County Commissioners in accordance with Chapter 167 of the Private Acts of 1979 after its amendment in 2021 toward the downtown site's build-out; and

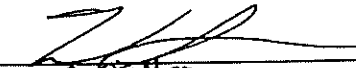
WHEREAS, the County desires to make certain contributions to the IDB from the above-stated EDC and Tourist Commission funds, which are available to the County and not borrowed by the County, for the purpose of build-out of 335 Franklin St., all for the purpose of promoting economic development in the County, and all subject to and in accordance with the terms set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 9th day of December 2024, that, the Commission hereby amends the budgets of the Montgomery County Tourist Commission and the Clarksville-Montgomery County Economic Development Council to permit the use of \$250,000 and \$200,000 of the respective entity's otherwise unrestricted reserves of Hotel Occupancy Tax funds toward the build-out of a downtown location for tourism engagement, development, and management.

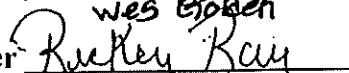
BE IT FURTHER RESOLVED, that 180 Holiday Drive be deemed Surplus Property and sold as such pursuant to the County Purchasing Law of 1957, and that the sale proceeds be allocated to the Tourist Commission.

Duly passed and approved this 9th day of December, 2024.

Sponsor


Wes Golden

Commissioner


Ricky Ray

Approved

Wes Golden, County Mayor

Attested

Teresa Cottrell, County Clerk

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “Agreement”) is made and entered into as of the ____ day of _____, 2023, by and among The Industrial Development Board of the County of Montgomery (the “IDB”), the Clarksville-Montgomery County Area Economic Development Council (the “EDC”), the Montgomery County Tourist Commission (the “Tourist Commission”), and Montgomery County, Tennessee (the “County”).

WITNESSETH

WHEREAS, the IDB, the EDC, the Tourist Commission, and the County are vitally interested in promoting tourism and economic development within the boundaries of the County, and the IDB, the Tourist Commission (as an instrumentality of Montgomery County, created by private act) and the County are each and all public agencies of the State within the meaning of Chapter 9, Title 12 of the Tennessee Code Annotated (the “Interlocal Cooperation Act”);

WHEREAS, pursuant to Chapter 7, Title 53 of the Tennessee Code Annotated (the “IDB Act”), the County has created the IDB for the purpose of exercising all powers granted to an industrial development board by the IDB Act;

WHEREAS, the parties hereto wish to assist with the purchase and renovation of a Business, Tourist and economic facility within the County (the “Facility”);

WHEREAS, in order to cause the commencement of the purchase and renovation of a Business, Tourist and economic facility, the parties desire to enter into this Agreement in order to establish their mutual commitment to develop the most cost efficient plan for the purchase and renovation of a Business, Tourist and economic facility to ensure that the Facility is constructed in a manner consistent with the County’s needs for promotion of Business, Tourist and economic development and growth;

WHEREAS, pursuant to the Interlocal Cooperation Act, the County and the IDB are authorized to make agreements for joint or cooperative action that includes any power, privilege or authority exercised or that may be exercised by each of the agencies that are a party to the agreement, and the EDC is authorized to assist the County and the IDB in promoting the economic development of the County; and

WHEREAS, it is deemed necessary and desirable by the County and the IDB that the parties enter into an agreement as authorized by the Interlocal Cooperation Act for the purpose of establishing the rights and obligations of the parties hereunder regarding the development of a plan to provide for purchase and renovation of a Business, Tourist and economic facility.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the terms upon which the IDB, the County and the EDC will cooperate in order to develop the most cost efficient plan to purchase and renovation of a Business, Tourist and economic facility to support the tourism and the economic development in the County.

2. Duration. This Agreement shall terminate upon the execution upon completion of the mutual obligations of the parties pursuant to this Agreement.

3. Development of Financing and Construction Plan. The County, the IDB, and the EDC agree to cooperate in developing the most cost efficient plan for the purchase and renovation of a Business, Tourist and economic facility, and will instruct their officers and staff to collaborate in developing such plan. The County will incur no debt for the purchase and renovation of a Business, Tourist and economic facility. Without limiting the foregoing, and in order to accelerate the process for the design and construction of the Facility the parties hereto agree as follows:

4. The IDB will purchase certain real property located at 335 Franklin St., Clarksville, TN, currently known as Gateway Funeral Home, pursuant to a Purchase and Sale Agreement for the purchase price of One Million Five Hundred Sixty Thousand Dollars and No/100 (\$1,560,000.00); from funds of the IDB, the IDB will complete a renovation and build-out of the property, in an amount not to exceed \$1,000,000, with contributions from the following:

\$250,000 from Tourist Commission tourism reserves,

\$200,000 from EDC tourism reserves,

\$100,000 from Chamber reserves,

\$200,000 from EDC reserves, and

The IDB shall finance the remaining portion of the build-out cost to completion.

5. After completion of the project, occupancy of said real property commenced, the IDB will lease the same to the EDC for use by it and its member entities as office, conference, and store-front space, including staff and visitor parking. The future rents received by IDB by leasing to the EDC shall be used to first pay off debt and then shall continue as a reimbursement to the IDB of \$822,000.00 (for a portion of the initial purchase of the real property) which is estimated to be concluded in approximately 11 years. Upon the full payoff and release of the IDB Debt and then reimbursement of \$822,000.00, the real property will be conveyed by the IDB to the County by Quitclaim deed. The property at all times will remain unencumbered.

6. Authorize the Assumption of Agreements. The parties acknowledge that the IDB shall negotiate the assumption of any design agreements and related agreements previously developed.

7. Interlocal Cooperation Provisions. For purposes of the Interlocal Cooperation Act, the parties agree that (i) no separate legal entity shall be established to conduct the cooperative undertaking being undertaken pursuant to this Agreement other than the parties to this Agreement; (ii) no real or personal property is expected to be acquired in connection with the cooperative undertaking being undertaken pursuant to this Agreement except for the purchase and renovation of a Business, Tourist and economic facility; (iii) the IDB shall be and is hereby designated as the administrator to oversee the performance of the provisions of this Agreement on behalf of the County and the IDB; and (iv) the IDB shall maintain a budget for the undertaking of the development of the Facility.

8. Miscellaneous. This Agreement shall inure to the benefit of the parties hereto, their respective successors and assigns. 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. Any amendment to any provision of this Agreement shall not be effective unless approved by the IDB and the County.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

IDB

The Industrial Development Board of the
County of Montgomery

By: _____
Name: _____
Title: _____

EDC

The Clarksville-Montgomery County Area
Economic Development Council

By: _____
Name: _____
Title: _____

COUNTY

Montgomery County, Tennessee

By: _____
Name: _____
Title: _____

MONTGOMERY COUNTY TOURIST
COMMISSION

By: _____
Name: _____
Title: _____