
**AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR
AD VALOREM TAXES**

BETWEEN

HOUSING AUTHORITY OF HOPKINSVILLE

AND

CITY OF HOPKINSVILLE, KENTUCKY

DATED DECEMBER _____, 2019

AGREEMENT FOR PAYMENT IN LIEU OF AD VALOREM TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES for property subject to ad valorem taxes (the “PILOT Agreement”) is made and entered into on the _____ day of _____, 2020, by and between the **Housing Authority of Hopkinsville**, a municipal Housing Authority, (the “Housing Authority”) and the **City of Hopkinsville, Kentucky**, a Kentucky municipality, (the “City”).

WHEREAS, the Housing Authority owns and manages _____ units of affordable housing located in the City of Hopkinsville, Kentucky; and

WHEREAS, the Housing Authority receives federal payments which, in part, are designed to help offset losses in ad valorem taxes due to non-taxable Federal lands within the boundaries of the city of Hopkinsville, Kentucky; and

WHEREAS, Public Law 94-565, dated October 20, 1976 and as amended by Public Law 97-258 dated September 3, 1992 and codified as Chapter 69, Title 31 of the United States Code, acknowledges the financial impact of the inability of local government to collect property taxes on federally owned land; and

WHEREAS, PILOT payments may be used by the City of Hopkinsville, as recipient, for any governmental purpose; and

WHEREAS, PILOT payments are designed to assist local units of government in carrying out vital services such as firefighting, police protection, and the maintenance of roads and bridges;

WHEREAS, the parties hereto do wish to renew and update their previous agreements concerning all of the foregoing;

NOW, THEREFORE, the Housing Authority and the City do hereby agree as follows:

1. **PILOT Term**: This PILOT Agreement shall become effective as of July 1, 2020 and continue through June 30, 2021. In addition therefore, this agreement shall automatically renew for additional terms of one (1) year each for a period of 25 consecutive yearly renewals unless either party gives written notice to the other of its intent not to renew the PILOT Agreement at the conclusion of its then current term.

2. **Payment in Lieu of Ad Valorem Taxes**: The Housing Authority agrees to pay the City and the City agrees to accept from the Housing Authority annual payments in lieu of ad valorem property taxes that would otherwise be assessed against the City against properties owned and managed by the Housing Authority. Payments shall be made annually in the amount determined by the United States Department of Urban Development (HUD) budgeted for the payment of PILOT payments to local municipalities.

3. **Property subject to PILOT Agreement:** The properties subject to this agreement are identified in Exhibit "A" attached hereto, the terms of which are incorporated by referenced as though fully set out herein.

4. **Notices:** All notices, consents, request or other communication by and between the parties shall be reduced to writing and delivered as follows:

Housing Authority of Hopkinsville
400 North Elm Street
Hopkinsville, KY 42240

City of Hopkinsville, Kentucky
715 South Virginia Street
Hopkinsville, KY 42240

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other party.

5. **Applicable Law:** This Agreement shall be made and interpreted in accordance with the laws of the Commonwealth of Kentucky and applicable regulations adopted by the HUD, or any successor agency.

APPROVED by the Common Council of the City of Hopkinsville, Kentucky at a meeting held on _____, 2020, a quorum present and voting.

This Agreement was approved by the Board of Commissioners of the Housing Authority of Hopkinsville at a regular meeting held on January 27, 2020, a quorum present and voting.

Housing Authority of Hopkinsville

City of Hopkinsville, Kentucky

BY: _____
Tim Goodaker, Chairperson

By: _____
Mayor

PREPARED BY:

J. Michael Foster
Foster, Soyars & Associates, PLLC
209 East 14th Street
PO Box 24
Hopkinsville, Kentucky 42241-0024
(270) 886-1272

Exhibit "A"