CLARKSVILLE CITY COUNCIL
REGULAR SESSION
JUNE 4, 2015, 7:00 P.M.

COUNCIL CHAMBERS
106 PUBLIC SQUARE
CLARKSVILLE, TENNESSEE

AGENDA

PUBLIC COMMENTS:

- 6:55 p.m. Debbie Johnson

1) CALL TO ORDER

2) PRAYER AND PLEDGE OF ALLEGIANCE

3) ATTENDANCE

4) PLANNING COMMISSION

ZONING: PUBLIC HEARING

1. **ORDINANCE 66-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Allen Moser for zone change on property at Reynolds Street and Porters Bluff Road from R-3 Three Family Residential District to R-6 Single Family Residential District *(RPC: Disapproval/Disapproval)*

2. **ORDINANCE 67-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Charles W. Hand (CWHFD, LLC), John Hadley-Agent, for zone change on property at Providence Boulevard and Peach Street from C-2 General Commercial District to C-5 Highway & Arterial Commercial District *(RPC: Disapproval/Approval)*

3. **ORDINANCE 68-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Camilla Welch, Danell Welch-Agent, for zone change on property at Highway 41A South and Shady Maple Drive from C-5 Highway & Arterial Commercial District and R-2 Single Family Residential District to C-2 General Commercial District *(RPC: Approval/Approval)*

5) CONSENT AGENDA

All items in this portion of the agenda are considered to be routine and non-controversial by the Council and may be approved by one motion; however, a member of the Council may request that an item be removed for separate consideration under the appropriate committee report:

1. **ORDINANCE 55-2014-15** (Second Reading) Authorizing right of eminent domain to obtain easements and rights-of-way for intersection improvements at Needmore Road & Trenton Road and Edmondson Ferry Road & Ashland City Road (41A Bypass) and installation of downtown sidewalks

2. **ORDINANCE 56-2014-15** (Second Reading) Amending the Official Code relative to keeping backyard chickens

3. **ORDINANCE 58-2014-15** (Second Reading) Authorizing extension of city utilities to property on Charles Bell Road; request of Terry Weakley

4. **ORDINANCE 59-2014-15** (Second Reading) Authorizing extension of city utilities to property on Dunlop Lane; request of William Francis Wooton

5. **ORDINANCE 61-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of John C. Fletcher for zone change on property located at Ft. Campbell Blvd. and Dover Crossing from C-2 General Commercial District to C-5 Highway & Arterial Commercial District

6. **ORDINANCE 62-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Bud E. Leavell, Edward C. Burchett-Agent, for zone change on property located at McCormick Lane and Trophy Trace from R-1 Single Family Residential District to R-4 Multiple Family Residential District and R-2A Single Family Residential District

7. **ORDINANCE 63-2014-15** (Second Reading) Amending the FY15 Parks & Recreation Budget to accept donation of $118,000 from Clarksville Academy for two B-Cycle bicycle rental stations

8. **RESOLUTION 33-2014-15** Approving a retail liquor store Certificate of Compliance for Ashok K. Bhagchand (Favorite Liquors, Inc., 2570B Madison Street)

9. **RESOLUTION 40-2014-15** Approving a Certificate of Compliance for Todd Morris (Elite Wine & Spirits, 1875 Madison Street)

10. Adoption of Minutes: May 7, May 21, May 26

11. Approval of Board Appointments:

    Adjustments & Appeals Board: Herb Baggett - July 2015 through June 2018; Rex Hawkins, Rick Reda, Josh Wright – July 2015 through June 2019

    Economic Development Council: Bill Powers – July 2015 through June 2017

Tree Board: Mike Borske, Tracy Jackson – July 2015 through June 2018

Arts and Heritage Development Council: Bettye Holte, Mandy Smith – July 2015 through June 2017; Sheila Bryant, Chris Crow, Marlon Crow, Jim Diehr, Ellen Taylor – July 2015 through June 2018

6) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE
David Allen, Chair

7) FINANCE COMMITTEE
Joel Wallace, Chair

1. **ORDINANCE 64-2014-15** (First Reading) Authorizing purchase of property at 815 Crossland Avenue *(Finance Committee: Approval)*

2. **RESOLUTION 37-2014-15** Establishing the Fleet Management Policy & Procedures *(Finance Committee: Approval)*

3. **RESOLUTION 38-2014-15** Authorizing reallocation of appropriated funds for Two Rivers Company *(Finance Committee: Approval)*

4. **RESOLUTION 39-2014-15** Authorizing an interlocal agreement with Montgomery County relative to the 2015 Byrne Justice Assistant Grant *(Finance Committee: Approval)*

8) GAS & WATER COMMITTEE
Wallace Redd, Chair

9) PARKS, RECREATION, GENERAL SERVICES
Valerie Guzman, Chair

10)PUBLIC SAFETY COMMITTEE
(Building & Codes, Fire, Police)
Geno Grubbs, Chair

11)STREET COMMITTEE
James Lewis, Chair

12)TRANSPORTATION COMMITTEE
Deanna McLaughlin, Chair

13)NEW BUSINESS

1. **ORDINANCE 57-2014-15** (First Reading; Postponed May 7th) Authorizing purchase of the downtown Bank of America property *(Councilman Allen)*

2. **ORDINANCE 60-2014-15** (First Reading; Postponed May 7th) Amending the Official Code relative to membership of the Central Business Improvement District Management Corporation (Two Rivers Company) *(Councilman Wallace)*

3. **ORDINANCE 65-2014-15** Amending the Official Code relative to the Code of Ethics *(Councilman Garrett)*

4. **RESOLUTION 36-2014-15** (Postponed May 7th) Ratification of Tennessee General Assembly Private Chapter __ of the Private Acts of 2015 relative to comprehensive amendments to the Official Charter of the City of Clarksville *(Mayor McMillan)*

5a. Approval to consider appointment to the After Hours Establishment Board [¾ majority approval required] *(Mayor McMillan)*

5b. Approval of appointment to After Hours Establishment Board: Charlie Keene, Jr. – (replace Marc Harris-ineligible) – June 2015 through April 2016 *(Mayor McMillan)*

14) MAYOR AND STAFF REPORTS

15) ADJOURNMENT

ORDINANCE 66-2014-15

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF ALLEN MOSER FOR ZONE CHANGE ON PROPERTY AT REYNOLDS STREET AND PORTERS BLUFF ROAD

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-3 Three Family Residential District, as R-6 Single Family Residential District.

PUBLIC HEARING:
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at an iron pin set in the eastern ROW of Reynolds Street, said iron pin being the northwest corner of lot 82, Carney & Savage Addition No. 2 to Clarksville, of record in Plat Book 1, Page 25, Plat 22, the Register's Office of Montgomery County, TN and the southwest of the Patrick J. Shaut property of record in the Official Record Book Volume 892, Page 2411, in the Register's Office of Montgomery County, TN, said iron pin also being North 7 degrees 45 minutes 13 seconds East 196.50 feet from the centerline intersection of Reynolds St. & Commerce St.; thence leaving the ROW South 86 degrees 59 minutes 24 seconds East 149.54 feet to an iron pin; thence South 87 degrees 03 minutes 32 seconds East 49.58 feet to an iron pin; thence South 87 degrees 25 minutes 06 seconds East 79.87 feet to an iron pin; thence South 81 degrees 59 minutes 06 seconds East 27.29 feet to an iron pin; thence South 03 degrees 25 minutes 34 seconds West 14.94 feet to an iron pin; thence South 16 degrees 33 minutes 19 seconds East 171.19 feet to an iron pin set in the northern ROW of Commerce St. ; thence along said ROW North 87 degrees 08 minutes 27 seconds West 335.35 feet to a point in the northern ROW of Commerce St.; thence along said ROW on a curve along the ROW of Reynolds St., said Radius = 25, Arc = 38.85 feet, Chord bearing North 42 degrees 37 minutes 08 seconds West, Chord = 35.06, Delta = 89 degrees 02 minutes 38 seconds to a point in the eastern ROW of Reynolds St.; thence along said ROW North 01 degrees 54 minutes 11 seconds East 154.37 feet to the point of beginning, containing 1.35 +/-acres further identified as (Tax Map 66-E-M, Parcel(s)17.02 thru 17.08)

ORDINANCE 67-2014-15

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF CHARLES W. HAND (CWHFD, LLC), JOHN HADLEY-AGENT, FOR ZONE CHANGE ON PROPERTY AT PROVIDENCE BOULEVARD AND PEACH STREET

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-2 General Commercial District, to C-5 Highway & Arterial Commercial District.

PUBLIC HEARING:
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 55+/- feet southeast of the centerline of the Providence Blvd. & Peach St. intersection, said point being located in the southern ROW of Providence Blvd., thence in an easterly direction 287 +/- feet with the Providence Blvd. southern ROW margin to a point, said point being the northwest corner of the AREC 10 LLC property, thence in a southerly direction 150 +/- with western boundary of the AREC 10 LLC property to a point, said point being the northeastern corner of the Mr. & Mrs. Joe Martin property, thence in an easterly direction 150 +/- feet with Mr. & Mrs. Joe Martin property to a point said point being the northwest corner the Mr. & Mrs. Joe Martin property, thence in a southerly direction 90 +/- feet with the western boundary of Mr. & Mrs. Joe Martin property to a point said point being the northeast corner of the Joe Martin thence in a westerly direction 146 +/- feet with the northern boundary of the Joe Martin property, to a point, said point being in the eastern ROW margin of Peach St. thence in a northerly direction 235 +/- feet with the eastern ROW margin of Peach St. to the point of beginning, said tract(s) containing 1.31 +/- acres, further identified as (Tax Map 54-E-D 6.00 & 7.00)

ORDINANCE 68-2014-15

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF CAMILLA WELCH, DANELL WELCH-AGENT, FOR ZONE CHANGE ON PROPERTY AT HIGHWAY 41A SOUTH AND SHADY MAPLE DRIVE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-5 Highway & Arterial Commercial District and R-2 Single Family Residential District, to C-2 General Commercial District.

PUBLIC HEARING:
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 162 +/- feet southeast of the centerline of the 41-A Highway South & Shady Maple Dr. intersection said point being the northwest corner of the subject tract and located in the southern ROW margin of Highway 41-A South, thence in an easterly direction 550 +/- feet, to a point, said point being the northwest corner of the Diane Proctor Jackson property, thence in a southerly direction 241 +/- feet to a point, said point being in the northern boundary of the Joy M. Daniel property, thence in a westerly direction 123 +/- feet with Joy M. Daniel property to a point, said point being the northwest corner of the Lou Ann Bruce property, thence in a southerly direction 120 +/- feet to a point, said point being the northeast corner of the Ronnie J. Denton property, thence in a westerly direction 331 +/- feet with the Ronnie J. Denton northern boundary and others to a point, said point being in the eastern boundary of the James W. Fitch property, thence in a northerly direction 377 +/- feet with the Ronnie J. Fitch property eastern boundary and others to the point of beginning, said tract(s) containing 3.87 +/- acres further identified as (Tax Map 81, Parcel(s) 162, 163 & 164.01)

CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on: June 4, 2015. The public hearing will be held on: June 4, 2015.

CITY ORD. #: 66-2014-15 RPC CASE NUMBER: Z-12-2015
Applicant: ALLEN MOSER
Agent:
Location: at the northeast corner of the Reynolds St. and Porter Bluff Rd. intersection.
Ward #: 9
Request: R-3 Three Family Residential District
to
R-6 Single-Family District

STAFF RECOMMENDATION: DISAPPROVAL
PLANNING COMMISSION RECOMMENDATION: DISAPPROVAL

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CITY ORD. #: 67-2014-15 RPC CASE NUMBER: Z-14-2015
Applicant: CHARLES W HAND (C W H F D LLC)
Agent: John Hadley
Location: at the southeast corner of the the Providence Blvd. & Peach St. intersection.
Ward #: 6
Request: C-2 General Commercial District
to
C-5 Highway & Arterial Commercial District

STAFF RECOMMENDATION: DISAPPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CITY ORD. #: 68-2014-15 RPC CASE NUMBER: Z-15-2015
Applicant: CAMILLA WELCH
Agent: Danell Welch
Location: fronting on the south frontage of Highway 41-A South, 340 +/- feet east of the Highway 41-A South & Shady Maple Dr. intersection.
Ward #: 10
Request: C-5 Highway & Arterial Commercial District / R-2 Single-Family Residential District
to
C-2 General Commercial District

STAFF RECOMMENDATION: APPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

RPC MEETING DATE: 5/27/2015 **CASE NUMBER:** Z - 12 - 2015

NAME OF APPLICANT: Allen Moser

AGENT:

GENERAL INFORMATION

PRESENT ZONING: R-3

PROPOSED ZONING: R-6

EXTENSION OF ZONE CLASSIFICATION: NO

APPLICANT'S STATEMENT FOR PROPOSED USE: Take properties from non-conforming to conforming; current single family use is based on lot of record status, but does not allow uses permitted on review that are single family (i.e. home occupation, guest house, etc.)

PROPERTY LOCATION: Property located at the northeast corner of the Reynolds St. and Porter Bluff Rd. intersection.

ACREAGE TO BE REZONED: 1.35

DESCRIPTION OF PROPERTY AND SURROUNDING USES: 7 parcels and 6 single family structures.

GROWTH PLAN AREA: CITY **TAX PLAT:** 66-E-M **PARCEL(S):** 17.02 thru 17.08

CIVIL DISTRICT: 12

CITY COUNCIL WARD: 9 **COUNTY COMMISSION DISTRICT:** 21

PREVIOUS ZONING HISTORY: AB-1-2000 (Abandonment)
(to include zoning, acreage and action by legislative body)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)
- ☐ ATT
- ☒ FIRE DEPARMENT
- ☐ EMERGENCY MANAGEMENT
- ☒ POLICE DEPARTMENT
- ☐ SHERIFF'S DEPARTMENT
- ☒ CITY BUILDING DEPT.
- ☐ COUNTY BUILDING DEPT.
- ☐ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL
- ☐ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ CHARTER COMM.
- ☐ Other...

1. CITY ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

1a. COST TO ENGINEER/UTILITY DISTRICT:

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Comments Received From Department And They Had No Concerns.

2a. COST TO STREET/HIGHWAY DEPT.:

3. DRAINAGE COMMENTS:

Comments Received From Department And They Had No Concerns.

3a. DRAINAGE COST:

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELLSOUTH:

6. FIRE DEPT/EMERGENCY MGT.:

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

7. POLICE DEPT/SHERIFF'S OFFICE:

7a. COST TO POLICE DEPT./SHERIFF'S DEPT:

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Opposed To Request. Letter In File.

8a. COST TO CITY/COUNTY BLDG. & CODES:

9. SCHOOL SYSTEM:

ELEMENTARY: MOORE

MIDDLE SCHOOL: RICHVIEW

HIGH SCHOOL: CLARKSVILLE

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Potential for of increased single family density.

INFRASTRUCTURE:

WATER SOURCE: CITY **PIPE SIZE:**

SEWER SOURCE: CITY

ACCESSIBILITY: PORTERS BLUFF RD. & REYNOLDS ST.

DRAINAGE: SOUTH TO NORTH

DEVELOPMENT ESTIMATES:	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:		
ROAD MILES:		
POPULATION:		
ELEMENTARY SCHOOL STUDENTS:		
MIDDLE SCHOOL STUDENTS:		
HIGH SCHOOL STUDENTS:		

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

Red River Planning Area- This planning area is home to the APSU campus. This is a mixed use area with primarily older housing stock neighborhoods sandwiched in between light industrial and commercial districts. This planning area is also targeted for redevelopment.

STAFF RECOMMENDATION: **DISAPPROVAL**

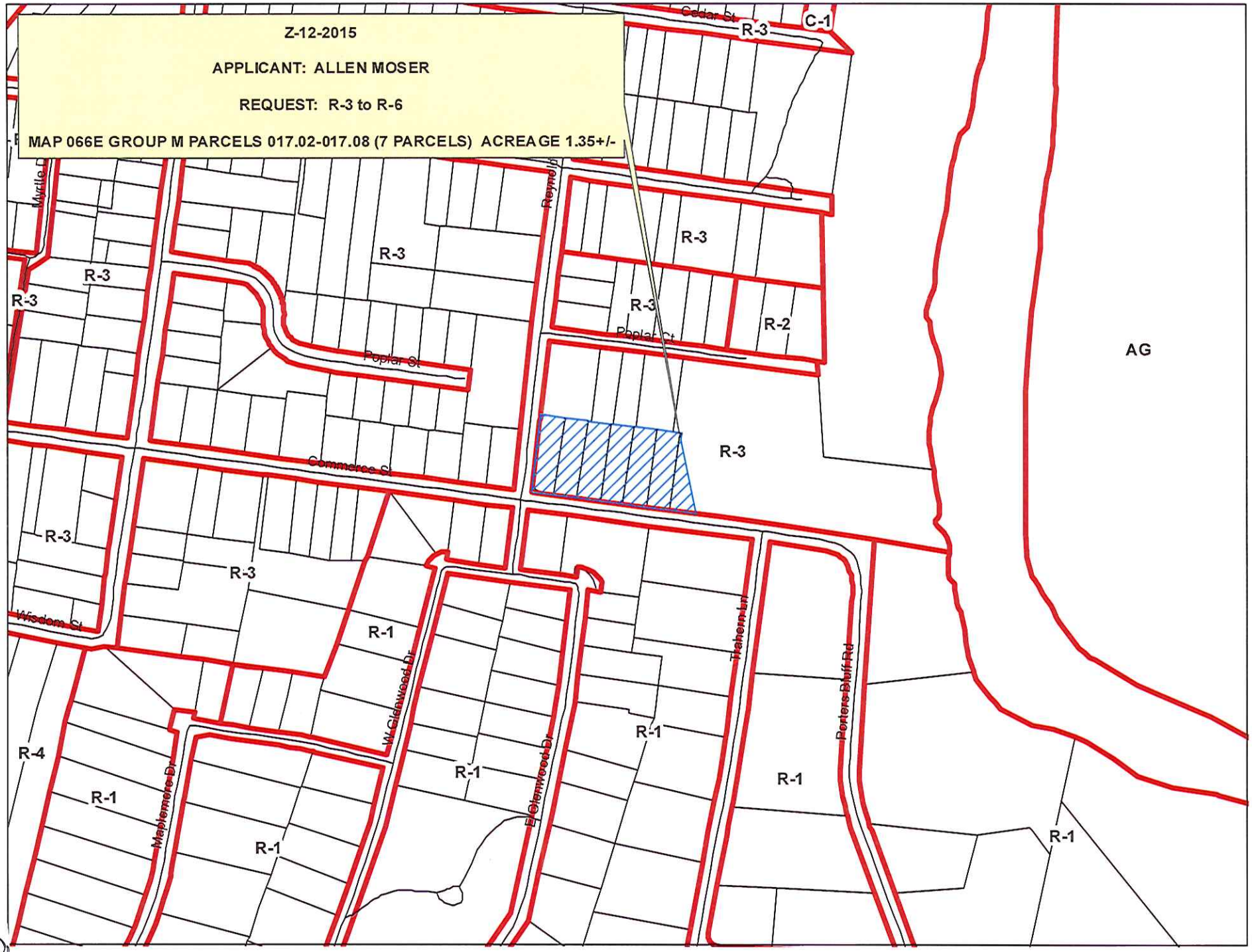
1. The proposed zoning request is inconsistent with Growth Plan (as in the City) and adopted Land Use Plan.

2. The proposed R-6 Single Family District was designed to provide infill opportunity for high-density detached single family residential. This property / development was constructed using lot of record status for single-family use and 5-foot side yard, and would meet all the requirements set forth by the R-6 standards except mandatory sidewalks and preference for rear access.

3. Proposed R-6 zoning would permit possible lot sizes that are out of character with established surrounding single family developement.

4.

5.


Z-12-2015
APPLICANT: ALLEN MOSER
REQUEST: R-3 to R-6
MAP 066E GROUP M PARCELS 017.02-017.08 (7 PARCELS) ACREAGE 1.35+/-
Cedar St
R-3
C-1
Myrtle Dr
Reynolds
R-3
R-3
R-3
R-3
R-3
R-2
Poplar St
Poplar Ct
AG
R-3
Commerce St
R-3
R-3
Wisdom St
R-1
W Glenwood Dr
Trahern Ln
Porters Bluff Rd
R-1
R-4
R-1
Maplemere Dr
R-1
R-1
E Glenwood Dr
R-1
R-1
R-1

5

CASE NUMBER: Z 12 2015 **MEETING DATE** 5/27/2015

APPLICANT: Allen Moser

PRESENT ZONING R-3 **PROPOSED ZONING** R-6

TAX PLAT # 66-E-M **PARCEL** 17.02 thru 17.08

GEN. LOCATION Property located at the northeast corner of the Reynolds St. and Porter Bluff Rd. intersection.

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PUBLIC COMMENTS

None received as of 11:30 a.m. on 5/27/2015 (jhb).

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

RPC MEETING DATE: 5/27/2015 **CASE NUMBER:** Z - 14 -2015

NAME OF APPLICANT: Charles W Hand (C W H F D Llc)

AGENT: John Hadley

GENERAL INFORMATION

PRESENT ZONING: C-2

PROPOSED ZONING: C-5

EXTENSION OF ZONE CLASSIFICATION: NO

APPLICANT'S STATEMENT FOR PROPOSED USE: Highest and best use is for auto sales. Current zoning does not allow for auto sales. Property's most recent use was auto sales.

PROPERTY LOCATION: Property located at the southeast corner of the the Providence Blvd. & Peach St. intersection.

ACREAGE TO BE REZONED: 1.31 +/-

DESCRIPTION OF PROPERTY AND SURROUNDING USES: 2 parcels with an existing structure. Former Automobile Sales Lot.

GROWTH PLAN AREA: CITY **TAX PLAT:** 54-E-D **PARCEL(S):** 6.00 & 7.00

CIVIL DISTRICT: 7th

CITY COUNCIL WARD: 6 **COUNTY COMMISSION DISTRICT:** 13

PREVIOUS ZONING HISTORY: (to include zoning, acreage and action by legislative body) Z-25-1993 C-2 to C-5 Withdrawn by the Applicant.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING
DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)
- ☐ ATT
- ☒ FIRE DEPARMENT
- ☐ EMERGENCY MANAGEMENT
- ☒ POLICE DEPARTMENT
- ☐ SHERIFF'S DEPARTMENT
- ☒ CITY BUILDING DEPT.
- ☐ COUNTY BUILDING DEPT.
- ☐ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL
- ☐ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ CHARTER COMM.
- ☐ Other...

1. CITY ENGINEER/UTILITY DISTRICT:

1. May Require Water System Upgrades. No Gravity Sewer Available.

1a. COST TO ENGINEER/UTILITY DISTRICT:

2.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Comments Received From Department And They Had No Concerns.

2a. COST TO STREET/HIGHWAY DEPT.:

3.

3. DRAINAGE COMMENTS:

Comments Received From Department And They Had No Concerns.

3a. DRAINAGE COST:

4.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

5.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELLSOUTH:

6.

6. FIRE DEPT/EMERGENCY MGT.:

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

7.

7. POLICE DEPT/SHERIFF'S OFFICE:

7a. COST TO POLICE DEPT./SHERIFF'S DEPT:

8.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Comments Received From Department And They Had No Concerns.

8a. COST TO CITY/COUNTY BLDG. & CODES:

9.

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11.

11. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Minimal

INFRASTRUCTURE:

WATER SOURCE: CITY **PIPE SIZE:**

SEWER SOURCE: CITY

ACCESSIBILITY: PROVIDENCE BLVD. & PEACH ST.

DRAINAGE: NORTH TO SOUTH

DEVELOPMENT ESTIMATES:	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:		
ROAD MILES:		
POPULATION:		
ELEMENTARY SCHOOL STUDENTS:		
MIDDLE SCHOOL STUDENTS:		
HIGH SCHOOL STUDENTS:		

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

New Providence Planning Area- made up of a series of mature neighborhoods that center upon US 41A / Ft. Campbell Blvd.

STAFF RECOMMENDATION: **DISAPPROVAL**

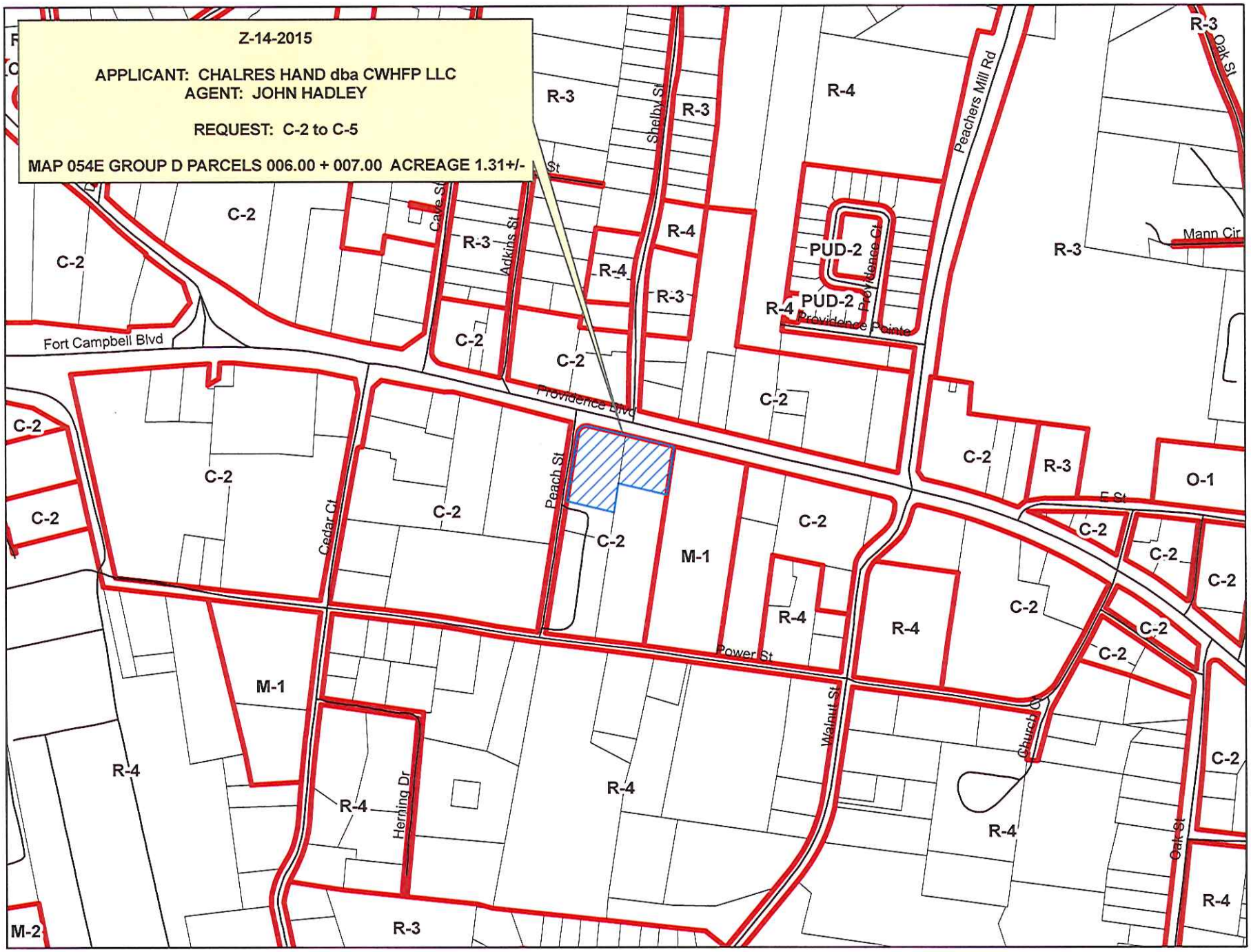
1. The proposed zoning request is consistent with Growth Plan (as in the City), but inconsistent the adopted Land Use Plan.

2. The adopted Land Use Plan indicates that the present C-2 zoning classification is assumed to be correct unless the proposed zone is more consistent with the land use plan, the parcel was incorrectly zoned in the first place, or major changes of an economic, physical or social nature were not considered in the present plan which have substantially altered the character of the area.

3. All adjacent properties and properties in the immediate area are currently zoned C-2.

4. No adverse environmental issues were identified relative to this request.

5. The Proposed Use Does Not Support The 2030 Smart Growth Plan. New Providence Goals: "transform Rundown Properties Into Mix Of Residential/commercial Redevelopment.


Z-14-2015
APPLICANT: CHALRES HAND dba CWHFP LLC
AGENT: JOHN HADLEY
REQUEST: C-2 to C-5
MAP 054E GROUP D PARCELS 006.00 + 007.00 ACREAGE 1.31+/-
Fort Campbell Blvd
Providence Blvd
Providence Pointe
Providence Ct
Peachers Mill Rd
Oak St
Mann Cir
Shelby St
Adkins St
Cedar Ct
Peach St
Power St
Walnut St
Church St
Herning Dr
E St
PUD-2
PUD-2
R-3
R-4
C-2
M-1
M-2
O-1

CASE NUMBER: Z 14 2015 **MEETING DATE** 5/27/2015

APPLICANT: Charles W Hand (C W H F D Llc)

PRESENT ZONING C-2 **PROPOSED ZONING** C-5

TAX PLAT # 54-E-D **PARCEL** 6.00 & 7.00

GEN. LOCATION Property located at the southeast corner of the the Providence Blvd. & Peach St. intersection.

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PUBLIC COMMENTS

None received as of 11:30 a.m. on 5/27/2015 (jhb).

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

RPC MEETING DATE: 5/27/2015 **CASE NUMBER:** Z - 15 -2015

NAME OF APPLICANT: Camilla Welch

AGENT: Danell Welch

GENERAL INFORMATION

PRESENT ZONING: C-5 R-2

PROPOSED ZONING: C-2

EXTENSION OF ZONE CLASSIFICATION: NO

APPLICANT'S STATEMENT FOR PROPOSED USE: Not stated in application.

PROPERTY LOCATION: Property fronting on the south frontage of Highway 41-A South, 340 +/- feet east of the Highway 41-A South & Shady Maple Dr. intersection.

ACREAGE TO BE REZONED: 3.87 +/-

DESCRIPTION OF PROPERTY AND SURROUNDING USES: Existing parcels with C-5 & R-2 zoning with single family structures on the parcels.

GROWTH PLAN AREA: CITY **TAX PLAT:** 81 **PARCEL(S):** 162, 163 & 164.01

CIVIL DISTRICT: 11

CITY COUNCIL WARD: 10 **COUNTY COMMISSION DISTRICT:** 3

PREVIOUS ZONING HISTORY:
(to include zoning, acreage and action by legislative body)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING
DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)
- ☐ ATT
- ☒ FIRE DEPARMENT
- ☐ EMERGENCY MANAGEMENT
- ☒ POLICE DEPARTMENT
- ☐ SHERIFF'S DEPARTMENT
- ☒ CITY BUILDING DEPT.
- ☐ COUNTY BUILDING DEPT.
- ☐ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL
- ☐ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ CHARTER COMM.
- ☐ Other...

1. CITY ENGINEER/UTILITY DISTRICT:

1. No Gravity Sewer Available

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Comments Received From Department And They Had No Concerns.

3.

2a. COST TO STREET/HIGHWAY DEPT.:

3. DRAINAGE COMMENTS:

Comments Received From Department And They Had No Concerns.

4.

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELLSOUTH:

7.

6. FIRE DEPT/EMERGENCY MGT.:

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

Comments Received From Department And They Had No Concerns.

7a. COST TO POLICE DEPT./SHERIFF'S DEPT:

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Comments Received From Department And They Had No Concerns.

9.

8a. COST TO CITY/COUNTY BLDG. & CODES:

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

11.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased traffic light & noise.

INFRASTRUCTURE:

WATER SOURCE: CITY **PIPE SIZE:**

SEWER SOURCE: CITY

ACCESSIBILITY: HIGHWAY 41-A SOUTH

DRAINAGE: SOUTH TO NORTH

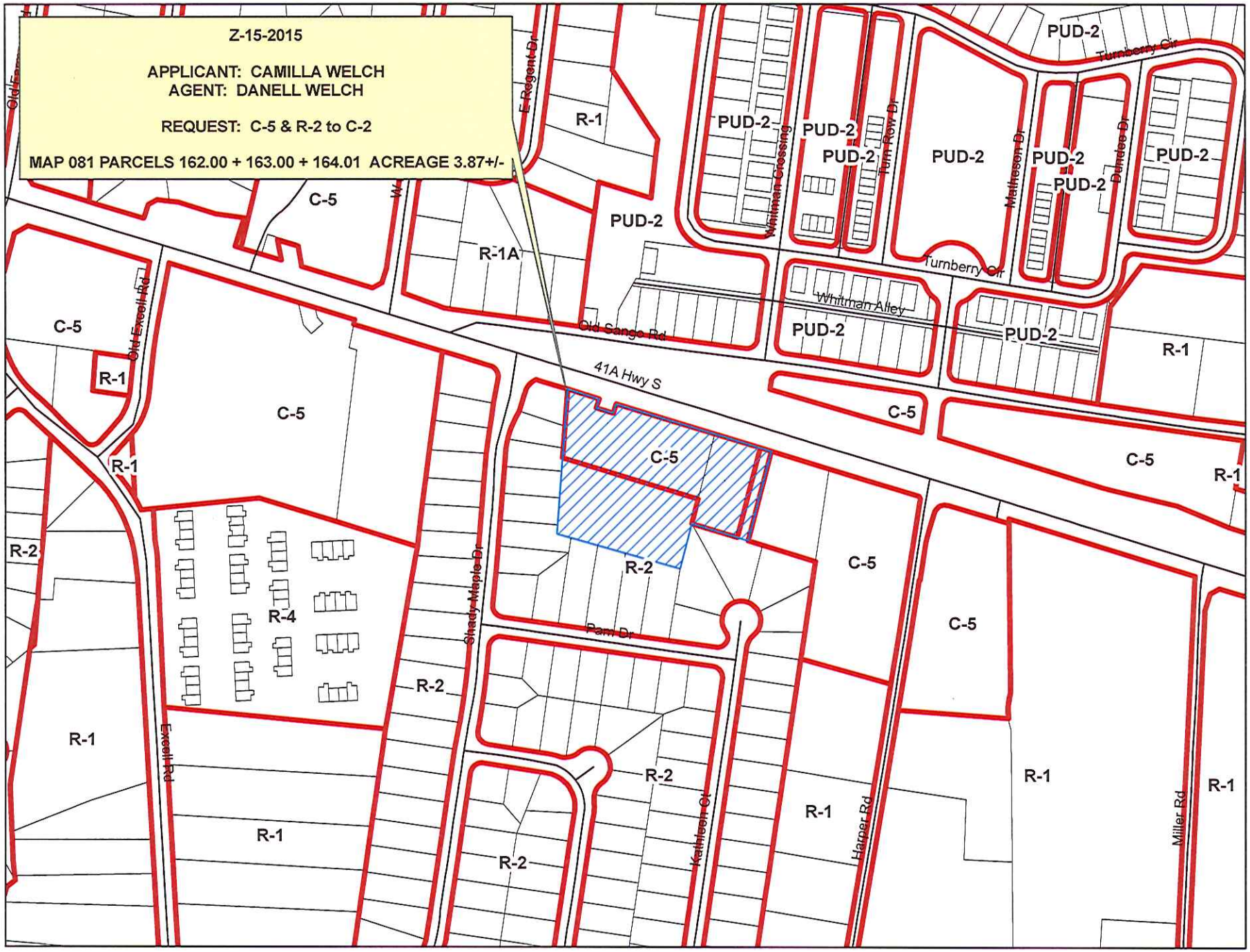
DEVELOPMENT ESTIMATES:	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:		
ROAD MILES:		
POPULATION:		
ELEMENTARY SCHOOL STUDENTS:		
MIDDLE SCHOOL STUDENTS:		
HIGH SCHOOL STUDENTS:		

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

Sango Planning Area: Growth rate for this area is well above the overall county average

STAFF RECOMMENDATION: **APPROVAL**

1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. No adverse environmental issues were identified relative to this request.
3.
4.
5.


Z-15-2015
APPLICANT: CAMILLA WELCH
AGENT: DANELL WELCH
REQUEST: C-5 & R-2 to C-2
MAP 081 PARCELS 162.00 + 163.00 + 164.01 ACREAGE 3.87+/-
E Regent Dr
Old Sango Rd
41A Hwy S
Whitman Crossing
Turn Row Dr
Turnberry Cir
Matheson Dr
Dunedin Dr
Whitman Alley
Old Excell Rd
Excell Rd
Shady Maple Dr
Pam Dr
Kathleen Ct
Harper Rd
Miller Rd
R-1
R-1A
R-2
R-4
C-5
PUD-2

15

CASE NUMBER: Z 15 2015 **MEETING DATE** 5/27/2015

APPLICANT: Camilla Welch

PRESENT ZONING C-5 **PROPOSED ZONING** C-2

TAX PLAT # 81 **PARCEL** 162, 163 & 164.01

GEN. LOCATION Property fronting on the south frontage of Highway 41-A South, 340 +/- feet east of the Highway 41-A South & Shady Maple Dr. intersection.

****

PUBLIC COMMENTS

None received as of 11:30 a.m. on 5/27/2015 (jhb).

ORDINANCE 55-2014-15

AN ORDINANCE OF THE CITY OF CLARKSVILLE AUTHORIZING THE MAYOR, THROUGH THE CITY ATTORNEY OR HIS DESIGNEE, TO CONDUCT NEGOTIATIONS AND TO ENTER AN AGREEMENT FOR PURCHASE OF EASEMENTS AND/OR RIGHTS OF WAY, OR SHOULD NEGOTIATIONS FAIL, TO PURSUE CONDEMNATION THROUGH USE OF EMINENT DOMAIN FOR ACQUISITION OF PROPERTY FOR A PUBLIC PURPOSE FOR THE INTERSECTION IMPROVEMENTS PROJECT INCLUDING INSTALLATION OF DOWNTOWN SIDEWALKS

WHEREAS, the Clarksville City Council finds that improvements to certain intersections and roads within the City are a vital component to the proper function of the transportation system and enhanced quality of life for city residents; and

WHEREAS, the Clarksville City Council finds it to be in the public interest to acquire easements and / or right of way rights for the purpose of constructing improvements to the intersections of Needmore Road & Trenton Road (SR48) and Edmondson Ferry Road & Ashland City Road (US 41-A Bypass) along with the installation of sidewalks in the downtown area.

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

That the Mayor, acting through the City Attorney or his designee, may negotiate and enter into an agreement for the purchase of any necessary property rights from affected property owners for the Intersection Improvements Project, Needmore Road & Trenton Road (SR48) and Edmondson Ferry Road & Ashland City Road (US 41-A Bypass) along with the installation of sidewalks in the downtown area, and further, that if agreements cannot be reached on a reasonable purchase price in a timely manner, then the Mayor, acting through the City Attorney or his designee, and on behalf of the City of Clarksville, is hereby authorized to exercise the right of eminent domain and institute a condemnation action in the appropriate court for acquisition of any necessary property rights from affected property owners.

FIRST READING: May 7, 2015
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 56-2014-15

AN ORDINANCE AMENDING THE OFFICIAL CODE OF ORDINANCES; TITLE 3, CHAPTER 1, SECTION 3-109, RELATIVE TO KEEPING BACKYARD CHICKENS

WHEREAS, the Official Code of Ordinances of the City of Clarksville regarding the keeping of domesticated hens within the City limits was last amended September 2012; and

WHEREAS, the public has expressed an interest to keep domesticated hens in all single family districts within the City of Clarksville; and

WHEREAS, Code of Ordinances, Title 3, Section 3-109 (b) does not permit domesticated hens in R-2 Single Family Zone Districts; and

WHEREAS, the City Council finds that the public health, safety, and welfare is furthered by amending the City Code pertaining to keeping backyard domesticated hens;

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

1. That the Official Code of the City of Clarksville, Title 3, "Animals," Chapter 1, "Animal Control," Section 3-109, "Keeping of Cattle, Horses, Sheep, Goats, Swine or Poultry in residential areas" is hereby amended by deleting the entire section and substituting the following:

§ 3-109 Keeping of Cattle, Horses, Sheep, Goats, Swine or Poultry in Residential Areas

(a) *General prohibitions.* It shall be unlawful for any person to keep or allow to be kept cattle, horses, sheep, goats, swine or poultry of any kind in any residentially zoned district within the city limits except as may be permitted by any applicable city zoning law.

(b) Exceptions pertaining to poultry. Notwithstanding the provisions of (a) above, or any applicable zoning restrictions pertaining to the same, the keeping of poultry may be permitted subject to the following restrictions, prohibitions, and conditions:

(1) The keeping of domesticated hens (female chickens) shall be allowed in the residentially zoned districts of E-1, R-1, R-1A**, R-2, and R-2A**.

(2) Other types of fowl and poultry, such as ducks, geese, quail, pigeons, or turkeys shall not be considered domesticated hens.

(3) Roosters shall be prohibited. Breeding of permitted hens shall be prohibited on property premises. On-site slaughtering is prohibited.

(4) All domesticated hens shall be kept outside of a habitable structure in a fenced chicken enclosure (chicken run), and a portion of the chicken enclosure must include a covered coop structure (henhouse). The chicken coop shall provide at least two (2) square feet per chicken and shall not exceed fifty (50) square feet. The chicken enclosure shall provide at least six (6) square feet per bird, and the enclosure shall also include the coop within the enclosure, and the entire enclosure shall not exceed a total of four hundred (400) square feet. The maximum height of the coop shall be no more than ten (10) feet at the highest point as measured from the ground directly beneath the highest point of the coop. the enclosure and coop shall be located in the rear of the property ten (10) feet away from any side property line. **The lot area for keeping domesticated hens shall be a minimum of 12,000 square feet.** The coop shall be covered and enclosed on all sides. The enclosure shall be open to the air above, or the enclosure may be covered by a permeable material approved by the department of building and codes. A maximum of six (6) chickens may be permitted on any parcel or tract of property.

(5) Any food storage shall be kept in airtight, predator proof, and weather proof containers.

(6) There shall be a one-time application fee of fifty dollars ($50.00) for any person applying for a chicken permit. As a part of the permit process and at the time of the permit application the applicant shall provide a site drawing showing the location of the proposed chicken enclosure and the chicken coop in relationship to the applicant's real property line boundaries. Final permit approval shall be subject to inspection of the completed structure by the department of building and codes.

(7) The permit applicant must own and occupy the property for which the permit is applied. The permit cannot be transferred or assigned to any other person. A permit shall expire upon the sale or other transfer of the property, or if the permit holder ceases to reside at the property for which the permit was granted.

(8) A permanent screening buffer shall be required. The screening buffer shall be located no closer than the minimum front yard setback of the applicant's property. This permanent screening buffer may be a fence, shrubbery, or other similar structure or plant.

(9) The chicken coop and enclosure shall be well maintained and regularly cleaned to control dust, odor, and waste, in order to not constitute a nuisance, safety hazard or health problem to surrounding property. As part of proper maintenance, the permit holder must remove any chicken waste on a regular basis, at least biweekly, and dispose of it in a proper manner. Chicken waste includes excrement, uneaten feed, feathers, or other waste items. If the

enclosure and coop are not properly maintained and results in the occurrence of a nuisance, the department of building and codes may treat the nuisance as any other nuisance pursuant to existing law, regardless if the permit holder has an otherwise valid permit.

(10) Any permit issued may be revoked by city court upon a finding of any violation by any person of any provisions herein.

FIRST READING: May 7, 2015
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 58-2014-15

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS; REQUEST OF TERRY WEAKLEY FOR PROPERTY LOCATED ON CHARLES BELL ROAD

WHEREAS, proper application has been made by Vernon Weakley, PE, RLS on behalf of Terry Weakley for extensions of City utility service to property located at Cmap 33, Parcel 11 with the property address of Charles Bell Road outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City of Clarksville Gas and Water Department has recommended approval of said application; and

WHEREAS, the Gas, Water and Sewer Committee of the Clarksville City Council has recommended approval of said application; and

WHEREAS, the Clarksville City Council finds that all of the requirements of City Code Section 13-405 have been or are satisfied and the extension of water and sewer service to property as described in Exhibit A will be in the best interest of the City.

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

That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 33, Parcel 11 with the property address of Charles Bell Road outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING: May 7, 2015
SECOND READING:
EFFECTIVE DATE

EXHIBIT A

More...
Streets
Aerial 2010
Search
Features selected: 1
CHARLES BELL RD 16S0
owner: MEWALEY TERRY R.
pc: AGRI
map: 33
parcel: 11
lot: NULL
sub: NULL
saledate: 15/2015
saleprice: 0
calc_acre: 157.5443248
st_area(shape): 6862533.893143099

ORDINANCE 59-2014-15

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS; REQUEST OF WILLIAM FRANCIS WOOTON FOR PROPERTY LOCATED ON DUNLOP LANE

WHEREAS, proper application has been made by Britt Little, PE on behalf of William Francis Wooton for extensions of City utility services to property located at Cmap 40, Parcel 11.00 with the property address of Dunlop Lane outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City of Clarksville Gas and Water Department has recommended approval of said application; and

WHEREAS, the Gas, Water and Sewer Committee of the Clarksville City Council has recommended approval of said application; and

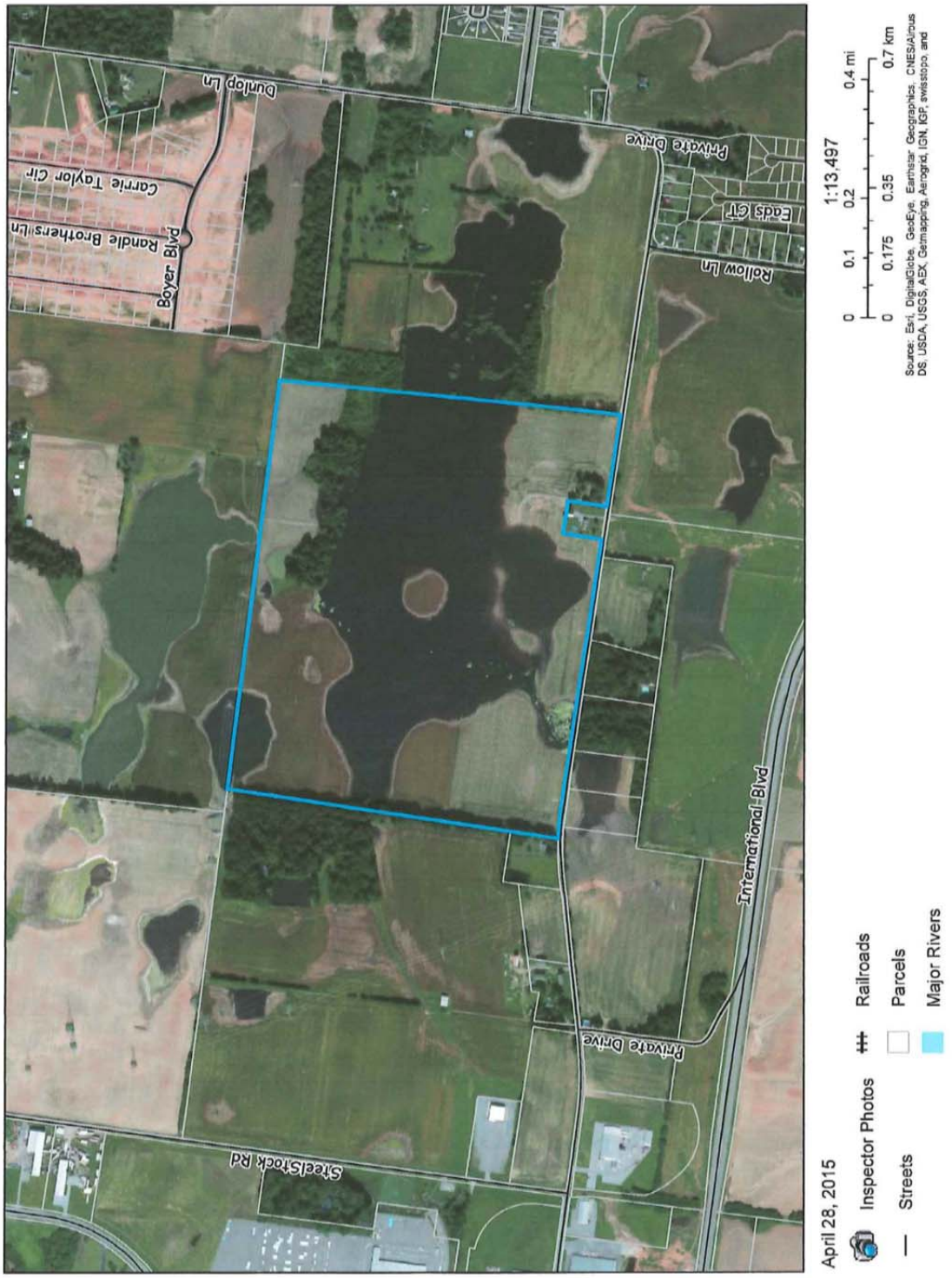
WHEREAS, the Clarksville City Council finds that all of the requirements of City Code Section 13-405 have been or are satisfied and the extension of water and sewer service to property as described in Exhibit A will be in the best interest of the City.

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

That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 40, Parcel 11.00 with the property address of Dunlop Lane outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING: May 7, 2015
SECOND READING:
EFFECTIVE DATE

EXHIBIT A


Dunlop Ln
Carrie Taylor Cir
Randle Brothers Ln
Boyer Blvd
Private Drive
Eads Ct
Rollow Ln
International Blvd
Private Drive
Steelstock Rd
April 28, 2015
Inspector Photos
Streets
Railroads
Parcels
Major Rivers
1:13,497
0 0.1 0.2 0.4 mi
0 0.175 0.35 0.7 km
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

ORDINANCE 61-2014-15

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF JOHN C. FLETCHER FOR ZONE CHANGE ON PROPERTY LOCATED AT FT. CAMPBELL BOULEVARD AND DOVER CROSSING

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-2 General Commercial District, as C-5 Highway & Arterial Commercial District.

PUBLIC HEARING: May 7, 2015
FIRST READING: May 7, 2015
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point in the western ROW margin of Fort Campbell Blvd. said point being 538 +/- feet northwest of the centerline of the intersection of Fort Campbell Blvd. and Dover Crossing Rd. said point also being the southeast corner of the subject property, thence in a westerly direction with the Fletcher Family Revocable Trust property line 194 +/- feet to a point, thence in a northerly direction with the Fletcher Family Revocable Trust property line 101 +/- feet to a point, said point being the southwest corner of the Pentecostal Church of Clarksville, thence in an easterly direction 201 +/- feet with the southern property line of the Pentecostal Church of Clarksville to a point said point being in the western ROW margin of Fort Campbell Blvd. thence in a southerly direction 102 +/- feet with the western ROW margin of Fort Campbell Blvd. to the point of beginning, said tract containing .50 +/- acres. further identified as (Tax Map 54-E-F Parcel 8.13)

ORDINANCE 62-2014-15

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF BUD E. LEAVELL, EDWARD C. BURCHETT-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT MCCORMICK LANE AND TROPHY TRACE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, to R-4 Multiple Family Residential District and R-2A Single Family Residential District.

PUBLIC HEARING: May 7, 2015
FIRST READING: May 7, 2015
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

R-1 to R-4: Beginning at point lying in the southeast corner of the Springhouse Subdivision lot 9 as recorded in Plat Book F, Page 873 ROMCT, lying South 68 degrees 54 minutes 11 seconds East for 427.29 feet from the intersection of McCormick Lane and Oliver Loop, said point also being the southwest corner of the Rives Property as recorded in ORV 665, page 2485 ROMCT, said point also being the east corner of the herein described parcel; Thence leaving Rives south property line on a new zone line, South 28 degrees 56 minutes 03 seconds West for 371.42 feet to a point; Thence continuing on a new zone line, North 80 degrees 39 minutes 31 seconds West for 720.89 feet to a point lying in the east property line of the Jim Flake property as recorded in ORV 1208, Page 1873 ROMCT, also being the southwest corner of herein described parcel; Thence along Flake east property line, North 08 degrees 06 minutes 15 seconds East for 350.00 feet to a point, also being the northwest corner of herein described parcel; Thence along Flake's east property line and the south boundary line of Springhouse, South 80 degrees 39 minutes 31 seconds East for 853.00 feet to the point of beginning, said parcel containing 275,367.7 Square feet or 6.32 Acres, more or less.

R-1 to R-2A: Beginning at point lying in the southwest corner of the White Tail Ridge lot 42 as recorded in Plat Book F, Page 1075 ROMCT, lying South 14 degrees 44 minutes 44 seconds West for 703.03 feet from the intersection of Trophy Lane and Rattling Road; Thence along White Tail Ridge south boundary line, South 81 degrees 59 minutes 23 seconds East for 308.91 feet to a point, also being the northwest corner of Briarwood Section C lot 125 as recorded in PB 3, Page 3 ROMCT; Thence leaving White Tail Ridge south boundary line, along Briarwood Section C, Section E (PB F, Page 873) and Section F (PB 11, Page 52) north boundary line for the next 13 calls: South 54 degrees 08 minutes 15 seconds West for 70.63 feet; South 37 degrees 32 minutes 02 seconds West for 118.64 feet; South 58 degrees 36 minutes 36 seconds West for 135.22 feet; North 38 degrees 01 minutes 01 seconds West for 78.93 feet; South 63 degrees 09 minutes 07 seconds West for 231.23 feet; South 67 degrees 57 minutes 44 seconds West for 121.08 feet; South 77 degrees 01 minutes 42 seconds West for 143.16 feet; South 18 degrees 09 minutes 26 seconds West for 66.74 feet; North 86 degrees 27 minutes 21 seconds West for 272.08 feet; North 62 degrees 38 minutes 55 seconds West for 285.01 feet; North 67 degrees 43 minutes 15 seconds West for 125.51 feet; North 53 degrees 51 minutes 47 seconds West for 527.88 feet; South 81 degrees 28 minutes 14 seconds West for 50.15 feet, also being the southeast corner of the Kevin Kennedy property as recorded in ORV 834, Page 841 ROMCT; Thence leaving Briarwood north boundary line along Kennedy east property line and the east property line of the Jim Flake property as recorded in ORV 1208, Page 1873 ROMCT, North 08 degrees 06 minutes 15 seconds East for 983.98 feet to a point, also being the northwest corner of herein described parcel; Thence leaving Flake's east property line on a new zone line, South 80 degrees 39 minutes 31 seconds East for 720.89 feet to a point; Thence continuing on a new zone line, North 28 degrees 56 minutes 03 seconds East for 371.42 feet to the point of beginning, said parcel containing 47.64 Acres, more or less.

ORDINANCE 63-2014-15

AN ORDINANCE AMENDING THE 2014-15 GENERAL FUND BUDGET (ORDINANCE 81-2013-14) AUTHORIZING THE CITY OF CLARKSVILLE TO ACCEPT A DONATION FOR $118,000 AND MODIFY THE PARKS AND RECREATION DEPARTMENT BUDGET DURING FY2014-20115 TO ALLOW THE EXPENDITURE

WHEREAS, the Parks and Recreation Department recommends accepting a donation from Clarksville Academy; and

WHEREAS, the Parks and Recreation Department recommends the purchase of two B-Cycle bicycle rental stations, units to place in McGregor Park and Liberty Park.

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

That the following General Fund adjustment be made:

100347-36400	Contribution Revenue Increase	Increase	$118,000
10451004-4740-102	Machinery/Equipment	Increase	$118,000

BE IT FURTHER ORDAINED no funds shall be from the fund balance of the General Fund. Funding shall come from Clarksville Academy as donated revenues with no additional City funds required.

FIRST READING: May 7, 2015
SECOND READING:
EFFECTIVE DATE:

RESOLUTION 33-2014-15

A RESOLUTION APPROVING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR ASHOK K. BHAGCHAND (FAVORITE LIQUORS, INC.)

WHEREAS, Ashok K. Bhaghand has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for the operation of Favorite Liquors, Inc. located at 2570B Madison Street; and

WHEREAS, the applicant(s) who is/are to be in actual charge of said business has/have not been convicted of a felony within a ten year period immediately preceding the date of the application and, if a corporation, that the executive officers, or those in control, have not been convicted of a felony within a ten year period immediately preceding the date of the application; and further that it is the undersigned's opinion that the applicant will not violate any provisions of *Tennessee Code Annotated, Title 57, Chapter 3*;

WHEREAS, the applicant(s) has/have secured a location which complies with all restrictions of the laws, ordinances, or resolutions;

WHEREAS, the applicant(s)s has/have complied with the residency provision;

WHEREAS, the issuance of this license will not exceed the numerical limit established in City Code Sec. 2-205.

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

That the Clarksville City Council hereby approves a Certificate of Compliance for Ashok K. Bhagchand for operation of Favorite Liquors, Inc. located at 2570B Madison Street.

ADOPTED:

RESOLUTION 40-2014-15

A RESOLUTION APPROVING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR TODD MORRIS FOR OPERATION OF ELITE WINE & SPIRITS, LLC

WHEREAS, Todd Morris has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for the operation of Elite Wine & Spirits, LLC, to be located at 1875 Madison Street; and

WHEREAS, the applicant was issued a Certificate of Compliance for Elite Wine & Spirits currently located at 1849 Madison Street on September 4, 2014, and is choosing to relocate the existing business to 1875 Madison Street; and

WHEREAS, the applicant(s) who is/are to be in actual charge of said business has/have not been convicted of a felony within a ten year period immediately preceding the date of the application and, if a corporation, that the executive officers, or those in control, have not been convicted of a felony within a ten year period immediately preceding the date of the application; and further that it is the undersigned's opinion that the applicant will not violate any provisions of *Tennessee Code Annotated, Title 57, Chapter 3*;

WHEREAS, the applicant(s) has/have secured a location which complies with all restrictions of the laws, ordinances, or resolutions;

WHEREAS, the applicant(s)s has/have complied with the residency provision;

WHEREAS, the issuance of this license will not exceed the numerical limit established in City Code Sec. 2-205.

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

That the Clarksville City Council hereby approves a Certificate of Compliance for Todd Morris for operation of Elite Wine & Spirits, LLC, located at 1875 Madison Street, Clarksville, Tennessee, contingent upon the issuance of a Certificate of Occupancy from the Building & Codes Department of the City of Clarksville, at which time the Certificate of Compliance for Elite Wine & Spirits located at 1849 Madison Street is repealed.

ADOPTED:

CLARKSVILLE CITY COUNCIL
REGULAR SESSION
MAY 7, 2015

MINUTES

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, May 7, 2015, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilman David Allen; the Pledge of Allegiance was led by Councilwoman Deanna McLaughlin.

ATTENDANCE

PRESENT: Richard Garrett (Ward 1), Deanna McLaughlin (Ward 2), James Lewis (Ward 3), Wallace Redd (Ward 4), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Geno Grubbs (Ward 7), David Allen (Ward 8), Joel Wallace, Mayor Pro Tem (Ward 9), Mike Alexander (Ward 10), Bill Powers (Ward 11), Jeff Burkhart (Ward 12)

PUBLIC HEARING

Councilman Grubbs made a motion to conduct a public hearing to allow comments relative to requests for zone change. The motion was seconded by Councilman Lewis. A voice vote was taken; the motion passed without objection.

ORDINANCE 61-2014-15 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of John C. Fletcher for zone change on property located at Ft. Campbell Blvd. and Dover Crossing from C-2 General Commercial District to C-5 Highway & Arterial Commercial District

Mark Riggins spoke on behalf of the applicant and asked for support of this change. Jeff Fletcher said the family intended to construct a car dealership on the property. No one spoke against this change.

ORDINANCE 62-2014-15 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Bud E. Leavell, Edward C. Burchett-Agent, for zone change on property located at McCormick Lane and Trophy Trace from R-1 Single Family Residential District to R-4 Multiple Family Residential District and R-2A Single Family Residential District

No one spoke for or against this request.

Councilman Grubbs made a motion to revert to regular session. The motion was seconded by Councilman Lewis. There was no objection.

ADOPTION OF ZONING

The recommendation of the Regional Planning Staff was for disapproval of **ORDINANCE 61-2014-15**; the recommendation of the Regional Planning Commission was for approval. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, Powers, Redd, Smith, Wallace

NAY: McLaughlin

The motion to adopt this ordinance on first reading passed.

The recommendation of the Regional Planning Staff and Commission were for approval of **ORDINANCE 62-2014-15.** Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Wallace. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this ordinance on first reading passed.

CONSENT AGENDA

All items in this portion of the agenda are considered to be routine and non-controversial by the Council and may be approved by one motion; however, a member of the Council may request that an item be removed for separate consideration under the appropriate committee report:

1. **ORDINANCE 46-2014-15** (Second Reading) Amending the FY15 Capital Projects Budget to accept a TDOT Multimodal Access Project grant

2. **ORDINANCE 47-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Kevin Kennedy and Bruce Kennedy, Wade Hadley-Agent, for zone change on property at the intersection of Needmore Road and Trenton Road from R-1 Single Family Residential District and R-4 Multiple Family Residential District to C-2 General Commercial District

3. **ORDINANCE 48-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Hui Sun Cho, Sung Cho-Agent, for zone change on property at the intersection of Franklin Street and Reynolds Street from R-3 Three Family Residential District to C-1 Neighborhood Commercial District

4. **ORDINANCE 49-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Shaun Robertson for zone change on property at the intersection of Maple Lane and Riverview Drive from R-2 Single Family Residential District to R-6 Single Family District

5. **ORDINANCE 51-2014-15** (Second Reading) Amending the FY15 Capital Projects to increase funding for the public safety communications system

6. **ORDINANCE 52-2014-15** (Second Reading) Amending the Zoning Ordinance and City of Clarksville Code relative to vested property rights site review requirements

7. **ORDINANCE 54-2014-15** (Second Reading) Amending the FY15 General Fund Budget for purchase of an HVAC for the Custom House Museum's storage facility

8. Adoption of Minutes: March 26, March 30, April 2, April 20

9. Approval of Board Appointments:

   Housing Authority: John Castleman – May 2015 through September 2018

   Natural Gas Acquisition Board: Cindee Ellis – May 2015 through December 2017

   Tree Board: Mike Borske – May 2015 through June 2015

   Zoning Appeals: Tracy Knight – May 2015 through December 2015

Councilman Burkhart made a motion to adopt the Consent Agenda. The motion was seconded by Councilman Lewis. Councilwoman McLaughlin registered "nay" vote on **ORDINANCE 47-2014-15** and **ORDINANCE 49-2014-15**. The following vote on the motion was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt the Consent Agenda passed.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE
David Allen, Chair

Councilman Allen said the Office of Housing & Community Development would be submitting a video (shown during this report) to the National Community Development Association as an entry for the John A. Sasser National Community Development Week Award.

FINANCE COMMITTEE
Joel Wallace, Chair

ORDINANCE 55-2014-15 (First Reading) Authorizing right of eminent domain to obtain easements and rights-of-way for intersection improvements at Needmore Road & Trenton Road and Edmondson Ferry Road & Ashland City Road (41A Bypass) and installation of downtown sidewalks

The recommendation of the Finance Committee was for approval of this ordinance. Councilman Wallace made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Lewis. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this ordinance on first reading passed.

RESOLUTION 28-2014-15 Accepting the 2016-2010 Public Improvements Program compiled by the Regional Planning Commission

The recommendation of the Finance Committee was for approval of this resolution. Councilman Wallace made a motion to adopt this resolution. The motion was seconded by Councilman Lewis. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this resolution passed.

RESOLUTION 34-2014-15 Adopting the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan

The recommendation of the Finance Committee was for approval of this resolution. Councilman Wallace made a motion to adopt this resolution. The motion was seconded by Councilman Lewis. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this resolution passed.

RESOLUTION 35-2014-15 Authorizing a grant application and adopting the 2015-20 Consolidated Plan, the 2015-16 Action Plan, and the 2015-16 Budget for Community Development Block Grant and HOME Program

The recommendation of the Finance Committee was for approval of this resolution. Councilman Wallace made a motion to adopt this resolution. The motion was seconded by Councilwoman McLaughlin. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this resolution passed.

GAS & WATER COMMITTEE
Wallace Redd, Chair

ORDINANCE 58-2014-15 (First Reading) Authorizing extension of city utilities to property on Charles Bell Road; request of Terry Weakley

The recommendation of the Gas & Water Committee was for approval of this ordinance. Councilman Redd made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Lewis. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this ordinance on first reading passed.

ORDINANCE 59-2014-15 (First Reading) Authorizing extension of city utilities to property on Dunlop Lane; request of William Francis Wooton

The recommendation of the Gas & Water Committee was for approval of this ordinance. Councilman Redd made a motion to adopt this ordinance on first reading. The motion was seconded by Councilwoman Guzman. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this ordinance on first reading passed.

PARKS, RECREATION, GENERAL SERVICES
Valerie Guzman, Chair

Councilwoman Guzman invited the public to the annual Warrior Week festivities on May 9th and announced the Downtown Saturday Market would begin May 16th.

PUBLIC SAFETY COMMITTEE
(Building & Codes, Fire, Police)
Geno Grubbs, Chair

ORDINANCE 56-2014-15 (First Reading) Amending the Official Code relative to keeping backyard chickens

The recommendation of the Public Safety Committee was for approval of this ordinance. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Redd. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Powers, Redd, Smith, Wallace

NAY: Lewis, McLaughlin

The motion to adopt this ordinance on first reading passed.

Councilman Grubbs reported the following April department statistics: Building & Codes Construction Division – 1,734 inspections; Building & Codes Enforcement Division – 587 cases; Building & Codes Administration – 74 single-family permits; Fire & Rescue – 982 emergency runs; Police – 12,682 responses.

Councilman Grubbs invited the Council to the Law Enforcement Memorial Day ceremony on May 15th.

STREET COMMITTEE
James Lewis, Chair

Councilman Lewis said the Street Department completed 300 work orders during April.

TRANSPORTATION COMMITTEE
Deanna McLaughlin, Chair

Councilwoman McLaughlin reported the following April department statistics: CTS – 62,663 passengers; Garage – 338 work orders with unleaded fuel at $2.27 per gallon and diesel fuel at $1.94 per gallon.

NEW BUSINESS

BANK OF AMERICA PROPERTY

ORDINANCE 57-2014-15 (First Reading) Authorizing purchase of the downtown Bank of America property

Councilman Allen made a motion to postpone action on this ordinance to the next regular session. The motion was seconded by Councilman Redd. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to postpone passed.

CBID/TRC BOARD MEMBERSHIP

ORDINANCE 60-2014-15 (First Reading) Amending the Official Code relative to membership of the Central Business Improvement District Management Corporation (Two Rivers Company)

Councilman Wallace made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Alexander. Councilman Burkhart said he would not vote on this ordinance because he

is a downtown stakeholder. Councilman Lewis made a motion to postpone action on this ordinance to the next regular session to allow time for gathering additional information. The motion was seconded by Councilman Redd. Following discussion, Councilman Redd called for the question. The question was seconded by Councilman Lewis. A voice vote was taken; the motion to cease discussion passed. The following vote on the motion was recorded:

AYE: Grubbs, Guzman, Lewis, Powers, Redd, Smith

NAY: Alexander, Allen, Garrett, McLaughlin, Wallace

ABSTAIN: Burkhart

The motion to postpone passed.

PARKS B-CYCLE GRANT

Councilman Wallace made a motion to consider **ORDINANCE 63-2014-15** on first reading. The motion was seconded by Councilman Lewis. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to consider passed.

ORDINANCE 63-2014-15 (First Reading) Amending the FY15 Parks & Recreation Budget to accept donation of $118,000 from Clarksville Academy for two B-Cycle bicycle rental stations

Councilman Wallace made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Garrett.

There was no objection to hearing comments from Parks Manager Kevin Cowling. Mr. Cowling said the Department would add more bicycle rental stations throughout the city of these stations proved to be successful. He said the bicycles were included in the project cost and the Parks Department would maintain the stations and bicycles.

The was no objection to reverting to regular session. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd, Smith, Wallace

The motion to adopt this ordinance on first reading passed.

CHARTER REVISIONS

RESOLUTION 36-2014-15 Ratification of Tennessee General Assembly Private Chapter __ of the Private Acts of 2015 relative to comprehensive amendments to the Official Charter of the City of Clarksville

Councilman Lewis made a motion to adopt this resolution. The motion was seconded by Councilwoman Guzman.

Mayor McMillan stated the adopted chapter had not yet been signed by the Governor and made a motion to postpone action on this resolution to the next regular session. The motion was seconded by Councilman Alexander. A voice vote was taken; the motion to postpone passed.

MAYOR AND STAFF REPORTS

Mayor McMillan announced that since some members would not be available on May 18th, the planned budget work session had been rescheduled to May 21st.

ADJOURNMENT

The meeting was adjourned at 8:01 p.m.

CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
MAY 21, 2015

MINUTES

CALL TO ORDER

A special session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, May 21, 2015, at 4:32 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilwoman Wanda Smith; the Pledge of Allegiance was led by Councilman Geno Grubbs.

ATTENDANCE

PRESENT: Richard Garrett (Ward 1), Deanna McLaughlin (Ward 2), James Lewis (Ward 3), Wallace Redd (Ward 4), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Geno Grubbs (Ward 7), David Allen (Ward 8), Joel Wallace, Mayor Pro Tem (Ward 9), Mike Alexander (Ward 10), Bill Powers (Ward 11), Jeff Burkhart (Ward 12)

REVIEW AND DISCUSSION OF FY16 BUDGET

There were no objections to allowing department heads to respond to questions. Finance Director Laurie Matta presented an overview of the proposed FY16 Budget. Ms. Matta highlighted debt service, fund balance, sales tax projections, capital projects, and the proposed $.18 property tax increase. Human Resources Director Will Wyatt reviewed the employee wellness program, health insurance, on-the-job injury costs, and responded to questions regarding the proposed 3% employee general wage increase. There were inquiries regarding various appropriations for several departments and agencies.

ADJOURNMENT

The meeting adjourned at 7:05 p.m.

CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
MAY 26, 2015

MINUTES

CALL TO ORDER

A special session of the Clarksville City Council was called to order by Mayor Kim McMillan on Tuesday, May 26, 2015, at 4:30 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilman Richard Garrett; the Pledge of Allegiance was led by Councilman Mike Alexander.

ATTENDANCE

PRESENT: Richard Garrett (Ward 1), Deanna McLaughlin (Ward 2), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Geno Grubbs (Ward 7), Joel Wallace, Mayor Pro Tem (Ward 9), Mike Alexander (Ward 10), Bill Powers (Ward 11), Jeff Burkhart (Ward 12)

ABSENT: James Lewis (Ward 3), Wallace Redd (Ward 4), David Allen (Ward 8)

REVIEW AND DISCUSSION OF FY16 BUDGET

There were no objections to allowing department heads to respond to questions. Inquiries included the proposed 3% pay increase for employees of the Department of Electricity, improvements to the intersection of Warfield Boulevard and Stokes Road, and improvements to Cardinal Lane. Information was offered regarding the requested $3.8 million addition to the Senior Citizens Center as well as discussion regarding the location of Fire Station 12.

ADJOURNMENT

The meeting was adjourned at 5:30 p.m.

ORDINANCE 64-2014-15

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY ON CROSSLAND AVENUE FOR COMMUNITY DEVELOPMENT

WHEREAS, Community Development Block Grants help communities provide decent housing, a suitable living environment, expanded economic opportunities, principally for persons of low and moderate income; and

WHEREAS, Housing and Urban Development awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services; and

WHEREAS, the Office of Housing and Community Development proposes to purchase property located at 815 Crossland Avenue (Map, Group and Parcel 066K, K 025.00) for the purpose of donating it to a non-profit organization for use as a "Transitional Outreach Facility"; and

WHEREAS, providing assistance for low-income individuals and families are consistent with the goals and objectives of the Community Development Block Grant program.

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

That the office of Housing and Community Development is hereby authorized to purchase the property known as 815 Crossland Avenue for the purpose of donating it to a non-profit organization for use as a "Transitional Outreach Facility".

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

Tract 1:

Beginning at an iron pin on the North side of Crossland Avenue, said point being 297 feet East of the intersection of the North line of Crossland Avenue with the East line of Martin Street, and running thence parallel with Martin Street, North 3 ½ East 100 feet to an iron pin; thence parallel with Crossland Avenue East 100 feet to an iron pin; thence South 3 ½ West 100 feet to an iron pin on the North side of Crossland Avenue; thence with the North side of Crossland West 100 feet to the beginning.

Tract 2:

Beginning at the corner of Berry and Hanley property being 100 feet North from Crossland Avenue as measured along Berry's Easterly boundary line; thence Northwardly 15 feet to a point; thence Westwardly 100 feet to a point in the East boundary of property conveyed to Norfleet; thence in a Southern direction 15 feet to a point; thence in a Easterly direction 100 feet to the point of beginning being a rectangular tract 15 feet wide and 100 feet long, according to survey furnished by Walter Weakley.

The property is subject to building setback lines, utility and drainage easements and all other matters as shown of record in the Register's Office for Montgomery County, Tennessee.

This legal description being taken from Deed of record in ORBV 1341, Page 1825, ROMCT.

OFFICE OF HOUSING
+ COMMUNITY DEVELOPMENT

THE CITY OF CLARKSVILLE
TENNESSEE'S TOP SPOT

May 15, 2015

City of David Christian Center, Inc.
ATTN: Pastor William Martin
962 Terrace Side Circle
Clarksville, TN 37040

SUBJECT: Formal Offer to Purchase
PARCEL NO: Map 66K-K, Parcel 25
STREET ADDRESS: 815 Crossland Avenue
Clarksville, TN 37040

Dear Pastor Martin :

This is to inform you that the City of Clarksville would like to purchase the property located at 815 Crossland Avenue, if a satisfactory agreement can be reached. We are prepared to pay $150,000 for clear title to the property under the conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the City of Clarksville will not acquire your property and will not use the power of eminent domain to acquire the property.

2. We estimate the fair market value of the property to be $150,000.

Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us.

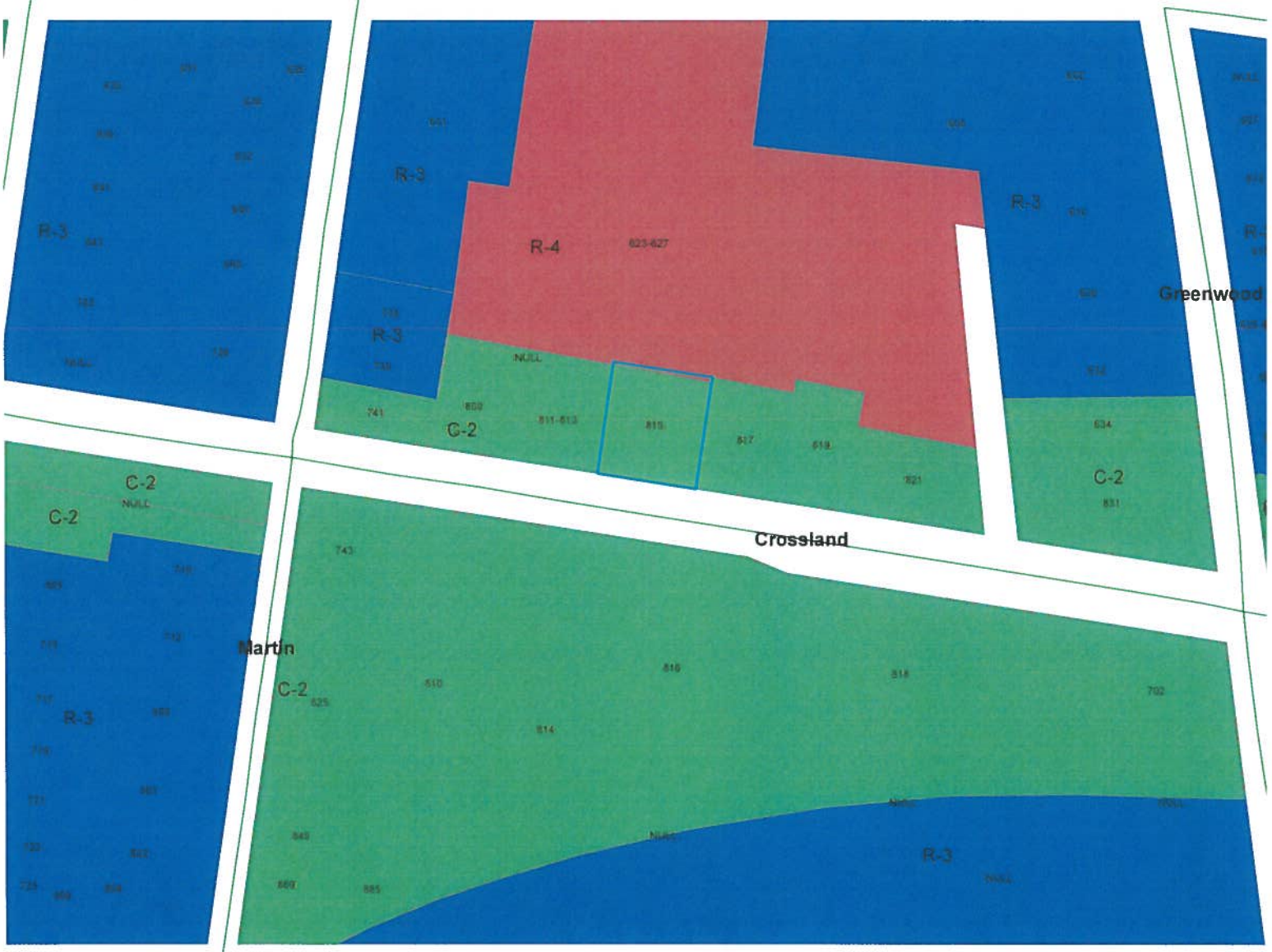
If you have any questions about this matter, please contact my office at (931) 648-6133.

Sincerely,

Keith D. Lampkin
Director

KDL:tsk

One Public Square | 2nd Floor Suite 201
Clarksville, TN 37040
[931] 648-6133 | Fax [931] 503-3092
www.cityofclarksville.com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OFFICE OF HOUSING
+ COMMUNITY DEVELOPMENT

THE CITY OF CLARKSVILLE
TENNESSEE'S TOP SPO

March 17, 2015

Pastor William Martin
962 Terrace Side Circle
Clarksville, TN 37040

Dear Pastor Martin:

It has been brought to our attention that you may be interested in selling your property located at 815 Crossland Ave. Our office may be interested in purchasing your property.

The decision to sell your property is strictly voluntary. Neither the state nor City will use its eminent domain authority to acquire property if you choose not to participate, or if negotiations fail.

If you are interested in selling your property, please complete the information below and return this letter to our office. If further information is needed, please contact our office.

Sincerely,

Keith D. Lampkin
Director

blr

****

__X__ Yes, I am interested in selling the property located at 815 Crossland Ave.

_____ No, I am not interested in selling the property located at 815 Crossland Ave.

Signature

23 March 2015
Date

One Public Square | 2nd Floor Suite 201
Clarksville, TN 37040
[931] 648-6133 | Fax [931] 503-3092
www.cityofclarksville.com

An Appraisal
815 Crossland Avenue
City of David Christian Center
Clarksville, Tennessee 37040

PREPARED FOR:

City of Clarksville
Attn: Ms. Bertha Rufus
One Public Square, Suite 201
Clarksville, Tennessee 37040

PREPARED BY:

Jon Durrett Clouser, TR-4573
Tennessee State Licensed Trainee

Joseph Mark Young, CG-1117
Tennessee State Certified General Appraiser

EFFECTIVE DATE OF APPRAISAL:

December 8th 2014

DATE OF REPORT:

December 10th 2014

Mark Young Appraisals
298 Clear Sky Court-Suite H
Clarksville, TN 37043
Phone 931-552-2877 Fax 931-552-2897

December 10th 2014

City of Clarksville
Attn: Ms. Bertha Rufus
One Public Square, Suite 201
Clarksville, Tennessee 37040

Re: Appraisal of 815 Crossland Avenue

Dear Ms. Bertha:

As you requested we have completed an appraisal report of the above referenced property and all stated improvements "*as is*" as of the effective date being December 8th 2014. The purpose of this report is to estimate the *current market value* of the *fee simple estate* to assist the client being the City of Clarksville in a purchasing decision for the subject property. The value estimates contained herein are further subject to the General Underlying Assumptions and Limiting Conditions and Extraordinary Assumption outlined in this update appraisal report.

To the best of our knowledge and belief, the reported analysis, opinions, and conclusions have been developed, and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation. In completing this appraisal it is the appraiser's belief that the Income Capitalization Approach would not be completed due to buildings such as the subject typically being purchased for owner occupancy. Both the Sales Comparison Approach and the Cost Approach have been completed in this analysis. Additionally, the attached appraisal is intended to comply with the Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised June 7 1994.

In accordance with your request, we have personally inspected and appraised the aforementioned property for the purpose of estimating the *market value* of *fee simple estate*. We submit this letter along with the attached summary, complete narrative report relative to my findings and conforming to the Uniform Standards of Professional Appraisal Practice and subject to the Contingent and Limiting Conditions.

The market value estimate shown is based on our personal inspection. This appraisal is based on the assumption that the data relied upon in this report is true and correct. The report, which follows, contains a summary of my investigation and analysis. The pertinent facts and data, which we believe applicable to the property, are summarized and the reasons leading to my estimate of value are included. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

Based upon the subject's location contained within the attached report, a marketing time of six to twelve months was estimated for the subject property, "as is" assuming the property has been professionally marketed at or near the value estimates contained herein.

Based upon our investigation and subject to the Contingent Assumptions and Limiting Conditions as set forth in the report, it is our opinion that the current market value of the subject property's *fee simple estate* as of December 8th 2014, the date of inspection to be:

"As is"

One Hundred Fifty Thousand Dollars and 00/100
$150,000

We appreciate the opportunity to perform this assignment on your behalf. If we may be of further assistance, please contact us.

Respectfully Submitted,

Jon Durrett Clouser, TR-4573
TN State Registered Trainee

Joseph Mark Young, CG-1117
TN State Certified General Appraiser

The Adjustment Process

The information verified in the sales data was identified and compared in an effort to discern the different characteristics, which affect value between the comparable properties and the subject. Adjustments for these differences are then applied to the sale price of the individual properties as of the date of the appraisal to make the comparable equal to the subject.

The nine common elements of comparison that should typically be considered in the Sales Comparison Approach for an improved property are outlined as follows:

1. Real Property Rights Conveyed
2. Financing Terms
3. Conditions of Sale
4. Market Conditions/Date of Sale
5. Location
6. Physical Characteristics
7. Economic Characteristics
8. Use
9. Non-Realty Components of Value

Real Property Rights Conveyed: All transactions were for the subject property's fee simple estate. All sales were similar with no adjustment for rights conveyed needed.

Financing Terms: The consideration of one property may differ significantly from that of an identical property due to financing conditions. Below-market financing must be identified and adjusted for in the sales data. Cash equivalency analysis is a procedure whereby comparable sales are adjusted for atypical financing based on market rates available for comparable properties at the time of sale. All sales analyzed herein were purchased on a cash basis or its equivalency. Some of the purchasers obtained mortgages but no owner financing was completed, therefore, no adjustments were required for this factor.

Conditions of Sale: Adjustments for conditions of sale typically reflect the motivation of buyers/sellers. To the best of my knowledge, all of the comparable sales included herein involved arm's length transactions that sold without atypical motivations or sale conditions. Therefore, no adjustment was necessary for this factor.

Market Conditions/Date of Sale: As market conditions change over time, an adjustment must be made for any fluctuations that have occurred. The best indications of changes in the market condition are reflected in sales and resales of the same property. In this analysis, no sales and resales of the same property were identified within this market area. In this instance, the appraiser was able to locate four sales which had occurred within the last three years, with the oldest being from May 2012. Two sales occurred within 2014 and one within 2013. No adjustments were given for date of sale.

Location: Location adjustments reflect the increase or decrease in value attributable to a property's location. Factors, which impact the value of a subject, include traffic counts, proximity to employment centers, overall reputation, accessibility, land uses, etc. Comparable 1 and 3 are both located along Riverside Drive. These areas typically rent for 10% more than the subject's area therefore a downward adjustment of 10% was utilized. No other adjustments for location were used in this analysis.

Physical Characteristics: This adjustment category includes physical area comparison such as building size, quality of construction, age, condition, utility, land-to-building ratios, etc. Comparable #1 & #2 were given downward adjustments due to superior quality/amenities when compared to the subject property. Also, comparable 3 and 4 were given adjustments based on differences in concluded effective ages. No other adjustments were made to the subject property.

Economic Characteristics: This adjustment refers to all attributes of a property that effect its net operating income. This generally includes operating expenses, quality of management, tenant mix, rent concessions, lease terms, lease expiration dates, renewal options, and expense recovery clauses. The subject property, as well as the comparable sales, is considered to be representative of typical religious facility. There were no unusual characteristics noted with regard to economic conditions that would have an impact, either positive or negative, on the comparable sales included herein. Therefore, no adjustment was required for this factor.

Non-Realty Components of Value: This category includes the value attributable to personality, business concerns, or other items that do not constitute real property rights, but are included in the sale price of either the comparable or the subject property. An example of this would be furniture, fixtures, and equipment in a hotel or restaurant. No adjustments made for this category.

All comparable are sold buildings that could be used for commercial service purposes. With all comparable considered the appraiser has estimated the market value of the subject property to be based on $50 per square foot. Using $50 per square foot the total market value is calculated to.

2,999/sf	x	$50	=	$149,950
Rounded Value				**$150,000**

Reconciliation of Value

Two approaches to value were used in estimating the market value of the subject property. Those approaches to value have produced the following indications of market value for the subject.

Cost Approach:	$166,000
Sales Comparison Approach:	$150,000
Income Capitalization Approach:	N/A

The Cost Approach was considered an appropriate method of valuation due to the property being improved to the highest and best use. The improvements do not suffer from any adverse physical depreciation. The building cost for the improvement was based on the Marshall and Swift Cost Valuation Service, which is a nationally recognized cost service. Adequate land sales were available to justify the land value. The appraiser notes that the Cost Approach typically sets the upper end of the value range and is the least accurate in determining market value.

The appraiser also completed the Sales Comparison Approach which shows what actual buyers in the market are willing to pay for properties which are judged to be similar to the subject property. In this case the appraiser was able to find four recent sales of similar properties within either the subject's area or areas judged to be similar. These sales were adequate in aiding the appraiser to develop an estimate of market value via the Sales Comparison Approach.

The Income Capitalization approach was not considered appropriate for this report. Typically properties like the subject are purchased for owner occupancy; therefore, very little market data is available making this approach not feasible for the subject property.

After careful consideration most weight and reliance was placed upon the Sales Comparison Approach to value. It is our opinion that the market value as of December 8th 2014 is:

"As Is":

One Hundred Fifty Thousand Dollars and 00/100
$150,000

G. HERBERT
PRITCHETT & ASSOCIATES, INC.
REAL ESTATE APPRAISERS & CONSULTANTS
222 Union Street
Madisonville, KY 42431
P: 800-227-4708 | F: 270-821-0202

March 27, 2014

Ms. Bertha Rufus
Office of Housing and Community Development
1 Public Square Suite 201
Clarksville TN 37040

RE: Appraisal Review – City of David Christian Center
815 Crossland Ave
Clarksville, TN

Dear Ms. Rufus:

Pursuant to your request, I have performed an appraisal review on the above referenced appraisal report of the above referenced property dated December 10, 2014, prepared by Jon David Clouser and Joseph Mark Young. The report estimated the fee simple interest of n 11,500 +/- square foot lot containing a 2,999 square foot older building.

Overall, my review found that the value in the report was well supported and credible. As the attached checklist highlights, I am of the opinion that the report being reviewed meets the Uniform Standards of Professional Appraisal Practice (USPAP).

Appreciating this opportunity to serve you and your confidence in the firm, I remain

Very truly yours,

G. HERBERT PRITCHETT & ASSOCS., INC.

G. Herbert Pritchett, MAI, CCIM
TN Cert No. CG 1012

Appraisal Review USPAP Checklist

Property Name: City of David Christian Center

Address: 815 Crossland Ave. Clarksville, TN

Appraiser: Jon Durrett Clouser, Mark Young

Date of Appraisal Report: December 10, 2014

Standard Rule No.	*Narrative Summarizing Rule*	*Report Complies*	*Does Not Comply*	*Not Applicable*
1-1a	Correctly Employ Approaches	X		
1-1b	Errors of Omission/Commission	X		
1-1c	Services Rendered in Careless/Negligent Manner	X		
1-2a	Identify client and intended users	X		
1-2b	Identify intended use of opinions	X		
1-2c	Identify purpose of assignment & define value considered	X		
1-2d	Identify effective date of conclusions	X		
1-2e	Identify property characteristics	X		
1-2f	Identify extraordinary assumptions			X
1-2g	Identify hypothethical conditions			X
1-2h	Identify scope of work	X		
1-3a	Consider Land Use Regs., etc.	X		
1-3b	Highest & Best Use	X		
1-4a	Analyze comparable sales	X		
1-4b(i)	Collect, analyze data for site value	X		
1-4b(ii)	Collect, analyze data for cost new	X		
1-4b(iii)	Collect, analyze data for depreciation/obsol.	X		
1-4c(i)	Collect, analyze rental data			X
1-4c(ii)	Collect, analyze expense data			X
1-4c(iii)	Collect, analyze rate/discount rate data			X
1-4c(iv)	Base projections of future rent			X
1-4d	Leased Fee/Leasehold Valuations			X
1-4e	Consider Assemblage Value Problems			X
1-4f	Consider Value Effect Of Future Public Improvements	X		
1-4g	Take into account personal property, intangibles			X
1-5a	Consider & Analyze Current Agreement of Sale	X		
1-5b	Consider & Analyze Past Sales of Subject	X		
1-6a	Reconcile quality & quantity of data	X		
1-6b	Reconcile applicability & suitability of approaches	X		
2-1a	Report Not Be Misleading	X		
2-1b	Have Enough Information To Be Understandable	X		
2-1c	Disclose Extraordinary Assumptions			X
	Type of Report Reviewed	*Appraisal Report*		
2-2 (i)	Identify client and intended users	X		
2-2 (ii)	Identify intended use of opinions	X		
2-2 (iii)	Identify property physical & economic characteristics	X		
2-2(iv)	Identify property interest appraised	X		
2-2(v)	Define value & give source	X		
2-2(vi)	Identify effective date of conclusions & report date	X		
2-2(vii)	Identify scope of work	X		
2-2(viii)	Set Forth, Procedures, Supporting Data & Reasoning	X		
2-2(ix)	State use of the property	X		
2-2 (x)	Opinion Of Highest & Best Use	X		
2-2(xi)	Clearly state any extra assumptions & hypo conditions			x
2-2 (xii)	Signed Certification	X		
2-3	Content of Signed Certification	X		
2-4	Content In Oral Testimony			X

CLIENT, INTENDED USE, INTENDED USERS OF THE REVIEW

Ms. Bertha Rufus with the city of Clarksville commissioned this review upon behalf of the city's Office of Housing and Community Development. The City is the client and its appropriate employees are the intended users of this report. The purpose and intended use of this review report is to assess the credibility and USPAP compliance of the report.

SCOPE OF WORK OF THIS REVIEW

1. G. Herbert Pritchett was asked to perform a review of this report.
2. Pritchett read the entire report and made notes during that reading and checked the calculations. Pritchett also reviewed the analyses in the report and checked them for appropriateness
3. Pritchett used Courthouse Retrieval Systems data bases to check the veracity of the sales data contained in the report.
4. After performing the scope of work outlined above, Pritchett then dictated this review.

CERTIFICATION OF THE APPRAISAL

I certify that, to the best of my knowledge and belief, ...

- The facts and data reported by the reviewer and used in the review process are true and correct.
- The analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions stated in this review report, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of work under review, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice, and* the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute
- The undersigned did not make a detailed personal inspection of the property that is the work of this review.
- No one provided significant real property professional assistance to the persons signing this report.

I have performed no service regarding the property over the last 3 years.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, G. Herbert Pritchett, have completed the requirements of the continuing education program of the Appraisal Institute.

G. HERBERT PRITCHETT, MAI, CCIM
GENERAL REAL PROPERTY APPRAISER
TN GEN CERT NO #1012

RESOLUTION 37-2014-15

A RESOLUTION ESTABLISHING THE CITY OF CLARKSVILLE FLEET MANAGEMENT POLICY

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

That the City of Clarksville Fleet Management Policy is hereby established.

ADOPTED:

CITY OF CLARKSVILLE, TN

FLEET MANAGEMENT

POLICY AND PROCEDURES

Effective _____, ___ 2015

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I. PREFACE

FLEET MANAGEMENT
POLICY AND PROCEDURES

The goal of the City of Clarksville's (hereinafter, the "City") Fleet Management Division (hereinafter, the "FMD") is to establish and implement standardized guidelines for all City departments and agencies concerning the safe and cost effective acquisition, operation, maintenance and disposal of City vehicles and equipment. It is the intent of the FMD to assist City departments and agencies with the procurement of vehicles and equipment necessary to satisfy their particular fleet requirements.

Establishing job requirement specifications, such as vehicle/equipment type and size, shall be a joint effort between the FMD and City departments. No City department, however, shall purchase, acquire or dispose of any City vehicle without prior authorization from the City's Fleet Manager. Department heads will make determinations, after consulting with the Fleet Manager, concerning whether a City vehicle constitutes surplus property (within their specific department). To the extent the applicable department head determines that a City vehicle is surplus property, the City's Purchasing Agent retains the authority, subject to applicable provisions of the City Code, to perform and/or manage the actual disposal and/or transfer of title of the City vehicle after consulting with the Fleet Manager.

Any addendum to the Fleet Management Policy and Procedures (hereinafter referred to from time to time as, the "Policy") must be approved by the City's Mayor and the Fleet Manager. Departmental addendums to this Policy (See Appendix A attached hereto) shall be part of the Policy and are enforceable as such.

II. INTRODUCTION

A. Purpose. The purpose of this Policy is to establish and implement standardized guidelines for all City departments and agencies concerning the safe and cost effective acquisition, operation, maintenance and disposal of City vehicles and equipment.

B. The Fleet Manager. The Fleet Manager reports directly to the Mayor. The Fleet Manager's responsibilities include, without limitation, assisting with the acquisition, maintenance, repair, use and disposal of the City's vehicle and equipment fleet.

C. Fleet Operation Divisions. The primary Maintenance Operations (or Central Garage) will be located at the main City garage. The Fleet Operation Divisions (all other City garages) shall be responsible for the scheduling of repairs and preventative maintenance to the City vehicle and equipment fleet. The Fleet Operation Divisions shall also be responsible for the timely recording of repairs and preventative maintenance into the Fleet Management software. To allow for the efficient tracking of parts (even where parts are for immediate use), the Fleet Operation Division garages shall enter all repair and replacement parts into the Fleet Management computer software system immediately upon receipt of the parts from the vendor.

D. Responsibility of Department Heads. City department heads or their designees shall articulate to the Mayor and City Council, when asked to do so, the specific justification supporting the City's purchase and/or operation of particular vehicles and equipment. Department heads or their designees shall distribute and explain the Fleet Management Policy and Procedures to employees who operate City vehicles and equipment. Each department head or his/her designee shall document the specific measures his/her department has taken to promote awareness of the Policy among employees. The Department heads shall also be responsible for assigning and operating City vehicles and equipment in accordance with the Policy.

E. Revisions to the Policy. Subject to the Mayor's review and approval, the Fleet Manager may revise the Fleet Management Policy and Procedures from time to time in order to promote the best interests of the City. The Fleet Manager shall provide the City department heads with a written copy of any revisions to the Policy as soon as reasonably feasible following the implementation of such revisions.

F. Violations of the Policy. Violations of this Policy shall be addressed in accordance with the disciplinary policies of the City.

III. GENERAL POLICY

A. Vehicles and Equipment. "Vehicles and equipment" shall include, for purposes of this Policy, various items of "rolling stock," such as cars, trucks, trailers, buses, excavation/grading and other such earth-moving and/or construction-related equipment (such as backhoes and front/end loaders), and may also include boats, boat motors and stationary equipment and devices (such as generators or pumps).

B. Vehicle/Equipment Identification. All City vehicles shall bear City decals and government-issued license plates. The City decal must be clearly visible and permanently affixed on both driver and passenger side doors of City vehicles, and must identify the name of the applicable department. All equipment must bear a City decal on both sides of the equipment (where possible), with the name of the applicable department clearly visible. Vehicles assigned to the Mayor's office and vehicles assigned to department heads are excluded from the City decal requirement. Unmarked Clarksville Police Department vehicles are also exempt from the City decal, as well as the license plate, requirement.

The Fleet Manager (or his designee), upon receiving verification from the Fleet Operation Divisions that a vehicle or item of equipment has been received (and meets required specifications), shall assign a unique identification number to the vehicle/equipment in order to designate it within the Fleet Management computer software and, otherwise, to specifically identify the vehicle/equipment in appropriate fueling, service and other such City records.

C. Vehicle Use. All City-owned vehicles and equipment shall be used for City purposes only, and no personal use of vehicles or equipment is permitted (except for "de-minimis personal usage," as defined in Section IV(C) of this Policy). Certain employees, however, may be required or permitted to commute to/from work in City-owned vehicles with the approval of the Mayor or applicable department head. The Official Code of the City of Clarksville permits the Mayor to use a City vehicle for personal, as well as business, use.

D. Vehicle/Equipment Operation; License Requirement. Only a City employee may operate City-owned vehicles and equipment. Operators of City-owned vehicles and equipment must possess a valid Driver's License appropriate for the type of vehicle/equipment being operated.

IV. VEHICLE CLASSES AND TAXABLE BENEFITS

Each department head shall ensure that vehicle/equipment assignments are in compliance with applicable City and IRS tax regulations, and that operators of City vehicles and equipment possess the proper training for the type/class of vehicle or equipment they use. The City's Risk Management office will assist with additional or remedial operator training as needed or required.

Vehicle class assignments shall be in accordance with the following:

A. Class A Vehicles or Equipment - Limited Use Assignment.

1) vehicle shall be used during business hours for business purposes exclusively; and

2) vehicle remains on City property after business hours, except in rare circumstances where an employee may be permitted to drive the vehicle to his/her home after business hours.

B. Class B Vehicles – Qualified Non-Personal Vehicles; Vehicle Usage Tax-Exempt to Employee.

1) For clearly marked police or fire department vehicles: a) employee must always be on call; b) employee must be required to use the vehicle for commuting; c) employee's personal use (other than commuting) for travel outside of the officer's jurisdiction is prohibited; and d) vehicle must be clearly identified as a public safety vehicle by some means other than a designation on the vehicle license plate.

2) For unmarked law enforcement vehicles: a) employer must officially authorize any personal use; b) personal use must be incidental to use for law enforcement purposes; and c) vehicle must be used by a full-time law enforcement officer authorized to carry firearms, execute warrants and make arrests.

3) For specialized utility truck weighing over 14,000 pounds: a) truck is designed to carry tools, equipment, etc.; b) truck has permanent interior construction including, but not limited to, shelves and racks; and c) employer must require employee to commute for emergency "call-outs" to restore or maintain utility services.

4) For utility repair van or pick-up truck weighing 14,000 pounds or less: a) van equipped with one of the following: i) permanent shelving filling a majority of the cargo area; or ii) an open cargo area filled at all times with merchandise or equipment; b) pick-up truck equipped with one of the following: i) hydraulic lift gate; ii) permanent tanks or drums; or iii) permanent side-boards or panels that materially raise the level of the sides of the truck bed.

C. Class C Vehicles – Other City Vehicles Which Employee May Drive Home After Business Hours; Commuter and Personal Vehicle Usage Is

Taxable to Employee.

"De minimis personal usage" defined. For purposes of this Policy, "de minimis personal usage" shall mean an employee's use of a City vehicle during a brief, limited personal detour while the employee is otherwise using the vehicle for reasons relating to City business. An example of acceptable "de minimis personal usage" shall include, without limitation, an employee stopping at a grocery store while commuting in a City vehicle along his or her typical route from work to home. An example of unacceptable "de minimis personal usage" shall include, without limitation, an employee (who is not commuting) running an errand in a City vehicle on a weekend or after work hours, even if the employee performs such an errand on rare occasions.

1) A department head, whom the Mayor has determined must commute in a City vehicle for a bona fide, non-compensatory business purpose, may drive a City vehicle home after business hours (and keep the vehicle there overnight) if: a) the department head drives the vehicle only for commuting and de minimis personal usage, in addition to business usage; and b) any taxable benefit is calculated by the Commuting Rule.

2) A City employee, whom a department head has determined must commute in a City vehicle (including, without limitation, public safety and utility vehicles not qualifying as Class B vehicles) for a bona fide, non-compensatory business purpose, may drive the City vehicle home after business hours (and keep the vehicle there overnight) if: a) the employee drives the vehicle only for commuting and de minimis personal usage, in addition to business usage; and b) any taxable benefit is calculated by the Commuting Rule.

3) A department head or City employee who is not required to commute in a City vehicle may drive a City vehicle home after business hours (and keep the vehicle there overnight) if: a) the vehicle is driven only for commuting and de minimis personal usage, in addition to business usage; and b) any taxable benefit is calculated by the Lease Value Method.

4) The Mayor may drive a City vehicle home (and keep the vehicle there overnight). The Mayor may use the vehicle for both personal and business usage, and any taxable benefit will be calculated by the Lease Value Method. After each mayoral election (i.e. every four years), the Fleet Manager shall determine the suitability of the Mayor's vehicle and evaluate the vehicle's eligibility for replacement.

D. Vehicle Assignment Form. City employees obtaining Class B or Class C vehicle assignments must complete a Vehicle Assignment Form (See Appendix B to this Policy), a completed version of which shall be maintained in the files of the particular City department which assigned the vehicle. The department head who assigned the vehicle shall review the template for the Vehicle Assignment Forms annually to ensure that the Forms are updated properly. The Mayor will

approve all department head Vehicle Assignment Forms. Department heads will approve all other Vehicle Assignment Forms.

E. <u>IRS Regulations</u>. The City's Chief Financial Officer shall provide the department heads with current applicable IRS regulations on an annual basis. Upon receiving the IRS regulations from the Chief Financial Officer, the department heads (or their designee) shall ensure that their departments maintain compliance with such regulations, as they relate to any taxable benefits to City employees who are assigned either Class B or Class C vehicles.

V. PREVENTATIVE MAINTENANCE

Preventative maintenance is the primary mechanism used to decrease the number of inoperable or dysfunctional City vehicles and equipment and, consequently, decrease vehicle/equipment "downtime." Effective preventative maintenance, which shall be performed by a qualified technician during planned intervals, is a systematic approach to inspecting and servicing City vehicles and equipment. The FMD shall oversee preventative maintenance of City vehicles and equipment. The FMD shall collaborate with the individual garage manager/supervisors to establish proper service intervals and to ensure performance of service procedures, as well as to ensure proper recording in the City's Fleet Management computer software of records concerning vehicle and equipment maintenance. Service intervals shall be measured in terms of days, miles and/or hours. Every effort shall be made to schedule preventative maintenance to minimize any negative impact on department operations. Operators shall deliver vehicles/equipment to the appropriate maintenance facilities for preventative maintenance as directed.

VI. OPERATOR RESPONSIBILITIES

A. <u>Valid Driver's Licenses</u>. Operators of City vehicles shall maintain a valid driver's license appropriate for the vehicle being operated. If for any reason, a City employee's operator, commercial operator or motorcycle operator license, as may be required by law, is revoked, suspended, canceled, restricted, or otherwise invalidated, the employee shall notify his/her supervisor immediately and the employee shall be suspended from operating any City vehicle until the employee obtains the required valid driver's license. If an operator notifies his/her supervisor of a change in driver's license status, the supervisor shall notify the applicable department head immediately.

B. <u>Seat Belt Policy</u>. The State of Tennessee requires vehicle operators and passengers to wear seat belts, and it is also the policy of the City of Clarksville to require mandatory use of seat belts by the operator and passengers in all vehicles

so equipped. The operator of a City vehicle shall be responsible for enforcing this seat belt policy. Removal or disabling of seat belt mechanisms is specifically prohibited. Failure to abide by the seat belt policy is a violation of State law and the City of Clarksville's Fleet Management Policy and Procedures. As such, failure to abide by the seat belt policy shall result in disciplinary action.

C. Driver/Operator Training Classes. City department heads shall ensure that all City employees who are required to operate City vehicles or equipment attend a driver/operator training (or "safe driver") class within six (6) months from the date of employment. The City's Safety Coordinator shall offer the class periodically or, in the alternative, City departments may use their own resources to make driver/operator training classes available.

D. Vehicle/Equipment Operation. City employees operating a City vehicle or equipment shall do so in a safe, lawful, efficient and courteous manner, shall exercise due care for other motorist and pedestrians, and shall obey all traffic laws, parking regulations, rules of the road, and comply with all portions of the Fleet Management Policy and Procedures relating to operator responsibilities. While operating any City vehicle or equipment, an employee shall stay alert and attentive to the operation of the vehicle or equipment at all times, and shall refrain from any activity which impairs the employee's ability to remain alert and attentive.

The use of cellular telephones is sometimes necessary for employees to perform their job functions. However, employees operating City vehicles/equipment should stop the vehicle/equipment before engaging a cellular telephone call and, in such instances, employees are encouraged to use hands-free cellular telephone devices. Texting while operating a City vehicle or equipment is prohibited by State law and shall be treated as cause for disciplinary action against an employee.

Operators of City vehicles shall use headlights during rainy or inclement weather. Operators shall use a spotter to assist in backing vehicles/equipment in areas of limited visibility or in congested areas. At railroad crossings, operators of City buses and heavy construction-related equipment shall stop their vehicle/equipment and visually investigate the crossing before proceeding.

E. Supplemental Insurance and Execution of Waiver. Operators of City vehicles and equipment shall maintain a supplemental liability insurance endorsement as required by Risk Management for applicable vehicle/equipment use. A City employee may receive reimbursement for premiums incurred and paid (up to a maximum of $25.00) in relation to maintaining such supplemental insurance coverage, if the employee provides adequate documentation.

F. Traffic and Parking Fines. The resolution/satisfaction of any traffic or parking citations, tickets or fines shall be the operator's sole responsibility, and an employee's commission of a traffic or parking violation may result in disciplinary action against the employee.

G. Cleanliness. Operators of City vehicles/equipment shall maintain a clean and presentable vehicle/equipment on the inside and outside. Use of tobacco products in a City vehicle is prohibited, and all operators of City vehicles shall abide by the City's Smoke-Free Workplace Policy 07-09. Any personal property which the operator stores or abandons in a City vehicle/equipment shall be the sole responsibility of the operator. As such, the City will not replace, or assume responsibility for, personal property stored or abandoned in City vehicles/equipment.

VII. VEHICLE ABUSE

The purpose of this section of the Policy is to establish procedures and guidelines addressing the abuse of City-owned vehicles and equipment arising from operator negligence, neglect or misuse. The Fleet Operations Division garages shall notify the Fleet Manager of suspected vehicle/equipment abuse. The Fleet Manager shall notify the appropriate department head of any incident concerning the abuse of City vehicles/equipment.

In the event a department head learns of an employee's abuse of a City vehicle or equipment, the department head shall inform the employee and initiate appropriate disciplinary action. Disciplinary action may include, but not be limited to, dismissal, depending on the magnitude and the frequency of vehicle/equipment abuse. Employees shall have the right to due process and prescribed disciplinary appeals procedure as set forth in Section 1.5-1001 ("Disciplinary Action") and otherwise in the Official Code of the City of Clarksville.

A. Abuse Defined. For purposes of this Policy, vehicle/equipment **"**abuse" shall include, without limitation: traffic violations including, but not limited to, reckless driving; careless operation resulting in damage to a City vehicle/equipment or resulting in personal injury; and use of a City vehicle or equipment for personal reasons (except as permitted within the scope of the Fleet Management Policy and Procedures).

B. Expenses. Any expenses necessary to repair City-owned vehicles or equipment which arise from an employee's abuse (while the vehicle/equipment was in the custody of a City employee) shall be charged back to the employee's department.

C. Duty to Report Damage. Employees must report any damage to City vehicles and equipment to their supervisor immediately, whether or not such damage arises from abuse.

VIII. VEHICLE AND EQUIPMENT PROCUREMENT

The procurement of all City vehicles and equipment shall adhere to the Procurement Policies and Procedures of the City of Clarksville's Purchasing Policy. See Ordinance 58 2003-2004. The development and promulgation of appropriate vehicle and equipment specifications shall be a joint responsibility between the specific department to which the vehicle/equipment has been assigned and the FMD.

The FMD shall purchase all City vehicles and equipment with the assistance of the various departments and the City's Purchasing Department. Specialty vehicles and equipment are vehicles and equipment that are unique to a particular City department. The technical specifications for specialty vehicles and equipment shall be the responsibility of the applicable department with input, and in conjunction with, the Fleet Manager.

No later than the first day of each fiscal year, all departments shall provide the FMD with a list of vehicles or equipment they wish to purchase during that fiscal year, indicating an approximate date the vehicles/equipment will be needed. Thereafter, Fleet Management and the applicable departments shall prepare specifications for the requested vehicles and equipment. Specifications will then be sent to the Purchasing Department for distribution to qualified vendors.

Vehicles and equipment will be delivered to the appropriate Fleet Maintenance Division Operations garage to confirm that the vehicles and equipment meet specifications. If they meet specifications, the affected Fleet Maintenance Operations garage supervisor shall notify the applicable department and the Fleet Manager, and the Fleet Manager will then approve the invoice for payment. Thereafter, the Central Garage will assign an identification number to the vehicle/equipment.

After a vehicle or equipment invoice is approved for payment, the relevant departments shall notify Risk Management of the addition of the vehicle/equipment so that proper insurance coverage is in effect.

The FMD shall secure the license, title and registration for all City General departments, with the exception of Clarksville Gas & Water, CDE Lightband and Clarksville Department of Transportation, who shall secure their own license, title and registration. The CGW, CDE Lightband and Transit departments will be responsible for securing their respective departments' licenses, title and registrations. The particular department to which the vehicle/equipment is assigned shall bear the costs and expenses associated with securing the applicable license, title and registration.

The City's Finance Department shall keep on file the titles to all City vehicles and equipment. However, Clarksville Gas & Water, the Clarksville Department of Electricity and Clarksville Department of Transportation shall maintain the titles to City vehicles and equipment at their department offices.

IX. [RESERVED]

X. FLEET SAFETY

A. <u>Purpose</u>. It is the City's goal to reduce frequency, severity and cause of vehicular/equipment accidents. The City shall strive to provide and maintain a safe working environment to protect its employees and citizens from injury and property loss. The City shall

promote the responsible operation of City vehicles and equipment, and shall implement the highest level of safety awareness within its departments.

B. Vehicle Use, Inspections and Checklists. All vehicle operation and use shall comply with the Fleet Management Policy and Procedures and, without limitation, the "Operator Responsibilities" section contained therein. City vehicles/equipment shall be visually inspected each day. A vehicle/equipment pre-trip checklist shall be completed at least daily before vehicles/equipment are used. Vehicles/equipment determined to be damaged, in need of mechanical work or unsafe should be reported to the Fleet Manager and/or the appropriate repair facility within the department.

The management of each City department shall implement and enforce in their various areas of responsibility the fleet safety policy contained herein.

Each department shall:

1. Establish and maintain an up-to-date supplemental vehicle and safety policy (if required) in addition to the Fleet Management Policy and Procedures;
2. Establish and maintain up-to-date vehicle assignment forms for departmental Class B and C vehicles;
3. Ensure and document that drivers have the appropriate license for all vehicles and equipment operated;
4. Ensure and document that drivers have appropriate initial and remedial driver safety training;
5. At least annually, review and document evaluation of driver performance, licensing and required supplemental insurance (if applicable); and
6. Report all accidents involving City vehicles and equipment to Risk Management as soon as possible, and forward all accident reports to Risk Management within five (5) business days following the accident.

The Safety Coordinator shall:

1. Maintain records and issue periodic reports as needed;
2. Investigate accidents involving City vehicles/equipment;
3. Review and present motor vehicle accident reports to the City's Safety Review Committee (hereinafter, "SRC");
4. Report enforcement issues to department heads;
5. Perform annual driver's license reviews of all City employees; and
6. Schedule and conduct remedial driver training classes, as necessary.

Operators shall:

See Operator Responsibilities section contained herein.

C. Re-fueling Vehicles/Equipment. Vehicle engines shall be shut off during re-fueling. There shall be no smoking or open flames within fifty (50) feet of a City vehicle while

refueling. It is recommended that operators remain outside the vehicle at the pump nozzle while refueling. All re-fueling of City vehicles/equipment shall be done at a City-owned fueling facility or a City-authorized fueling facility, with the exception of out-of-town travel when no such fueling facilities are available.

XI. VEHICLE ACCIDENTS

The purpose of this section is to establish procedures and guidelines for accidents involving City vehicles and/or equipment where there may be property damage or personal injury.

A. Accident Protocol. If involved in an accident while operating a City vehicle and/or equipment, even where the accident is a single-vehicle accident involving property damage only, a City employee shall:

1. Determine if there are any personal injuries and secure medical attention for injured parties immediately (whether by calling "911," if an emergency, or by requesting an ambulance);
2. Notify the Clarksville Police Department (or other law enforcement agency having jurisdiction) and the owning department immediately; and
3. Report the accident as soon as possible to the appropriate Fleet Maintenance Division and to their immediate supervisor.

An employee's failure to report an accident, no matter how insignificant or slight the accident appears, may be classified as vehicle abuse and, as such, may subject the employee to disciplinary action.

B. Employee Driving Performance. Supervisors should monitor employee driving performance at periodic intervals and should take the performance into consideration as part of the employee's performance evaluation.

Employee driving records will be checked at least every twelve (12) months, at the time of the submittal of each employee's annual performance evaluation, by the Human Resource Department's Safety Coordinator to make sure the employee has an acceptable record to operate a City vehicle. The City's Driver Performance Rating Scale shall be as follows:

DRIVER PERFORMANCE RATING SCALE

# of Violations	# of Preventable Accidents			
	0	1	2	3
0	Clear	Acceptable	Borderline	Poor
1	Acceptable	Acceptable	Borderline	Poor
2	Acceptable	Borderline	Poor	Poor
3	Poor	Poor	Poor	Poor
4	Poor	Poor	Poor	Poor

The Human Resources Department's Safety Coordinator shall monitor "Clear" and "Acceptable" Driver Performance Ratings at least annually. "Borderline" Driver Performance Ratings shall be monitored closely and a warning shall be given to the employee in that category.

C. Penalties Relating to Driver Performance. Any employee receiving a "Poor" Driver Performance Rating shall immediately be relieved of his/her City vehicle driving privileges. In addition to the criteria set forth in the Driver Performance Rating Scale, the following will automatically result in an employee receiving a "Poor" Driver Performance Rating:

1. Any major violation. The following are defined as major violations:
   a. DWI in past three (3) years;
   b. Failure to stop/report an accident;
   c. Reckless driving/speed contest;
   d. Making a false accident report;
   e. Homicide, manslaughter or assault arising from the use of a vehicle;
   f. Driving while license is suspended/revoked;
   g. Attempting to elude a police officer; and
   h. Leaving the scene of an accident;
   i. Permitting fellow employees, dependents, or any other person not listed on the driver's list to operate vehicles assigned to them or otherwise under their control;
   j. Failing an employee drug test;
   k. Refusal to take an employee drug test;
   l. Failure to consistently drive in a safe manner as determined by management; and
   m. Failure to notify management within one (1) business day of any moving violation and/or accident involving a City vehicle or equipment.

D. Safety Review Committee. Employees involved in preventable accidents shall be required to attend a remedial driver training class, unless excused by their department head in coordination with the City's Safety Coordinator. Each quarter, the City's Safety Coordinator shall provide each department head with a City vehicle summary report containing, without limitation, information and suggestions which may reduce the number of preventable accidents.

E. Post-Accident Drug Testing. Post-accident drug testing shall be in accordance with federal and state law.

XII. TOOL ALLOWANCE

A. General. As certain City positions may require the possession and use of a set of automotive and/or mechanical tools, City employees occupying the following positions (hereinafter referred to as, "covered jobs") may be eligible for a tool allowance: equipment maintenance technician; equipment maintenance mechanic; senior equipment maintenance mechanic; and mechanic/firefighter.

B. Eligibility. Employees performing their regular job responsibilities satisfactorily in covered jobs and who maintain on-site, and in good repair, a full set of automotive mechanic hand tools of sufficient quality, number and variety (necessary to perform required work in an efficient and effective manner) shall be eligible for the tool allowance. The tool allowance is paid once annually to employees who, in addition to the conditions set forth in subsection "A" above, meet the following criteria as of June 30 of each fiscal year:

1. Employees who have been performing their regular job responsibilities in a covered job for the preceding twelve (12) months and who are performing such responsibilities on active status, with a current evaluation having a minimum score of "Meets Standards," in a covered job as of June 30 of that year are eligible to receive the tool allowance;
2. Employees receiving benefits pursuant to the On-the-Job Injury Program or "OJI," or who are on alternative work assignment, light duty, or unpaid time for more than six (6) months of the preceding twelve (12) months are not eligible to receive the tool allowance;
3. Employees not in an active status as of June 30, who otherwise meet the eligibility requirements, may receive the tool allowance upon return to full-time regular duty, if the employee returns to such duty within three (3) months after June 30;
4. An employee who terminates on or before June 30 is not eligible for the tool allowance; and
5. Regular part-time and temporary employees are not eligible for the tool allowance.

C. Payment of Tool Allowance. Prior to the end of each fiscal year, the Fleet Manager shall determine which employees meet the eligibility requirements for the tool allowance. The Fleet Manager shall submit a memorandum to the Human Resources Department listing the social security number, names and job titles of the eligible employees and certifying they meet all requirements for the tool allowance. The Human Resources Department shall review the request and make arrangements for the payment, as appropriate. The Enterprise Funds (Clarksville Department of Electricity, Clarksville Gas & Water and Clarksville Department of Transportation) shall ensure, certify and process the payments through their respective departmental payroll functions, as appropriate. The same tool allowance eligibility requirements shall apply to all departments.

If the employee meets the eligibility requirements, the tool allowance shall be paid as follows:

1. The tool allowance shall be $750.00 per fiscal year, paid in a lump sum;

2. Employees who meet eligibility requirements will be paid the tool allowance for the preceding year within the first three (3) months after June 30;

3. A tool allowance is considered gross wages for the purposes of retirement benefits calculations, federal and state withholding, FICA taxes, and other withholdings and contributions based on gross wages paid;

4. A tool allowance is not incorporated in an employee's hourly or base wages for purposes of calculating salary increases, overtime, life insurance coverage eligibility, or any other benefit, other than those based on gross wages paid; and

5. Employees are responsible for filing tool expenses, as may be appropriate, on their individual tax returns.

Appendix B to Fleet Management Policy and Procedures

CITY OF CLARKSVILLE VEHICLE ASSIGMENT FORM

Date: _____

Department: _____

Vehicle/Equipment ID Number:

_____

_____

Description:

_____

Operator Names:

_____ _____

_____ _____

Check the appropriate vehicle class and category which applies:

_____ **CLASS A VEHICLES - Vehicle Usage is Tax Exempt to Employee:**

1. Vehicle is used during business hours for business purposes; and
2. Vehicle remains on City property after business hours, except for rare

circumstances requiring the employee to drive the vehicle home after business hours.

CLASS B VEHICLES - Qualified Non Personal Vehicles – Vehicle Usage is Tax Exempt to Employee:

_____ 1. Clearly marked police, fire or public safety officer vehicle and:

a. Employee must always be on call;

b. Employee must be required by employer to use the vehicle for commuting;

c. Employer must prohibit personal use (other than commuting) for travel outside of the officer's jurisdiction; and

d. Vehicle must be clearly identified (more than a marking on the license plate) as a public safety vehicle.

_____ 2. Unmarked Law Enforcement Vehicle:

a. Employer must officially authorize incidental personal use;

b. Personal use must be incidental to use for law-enforcement purposes; and

c. Vehicle must be used by a full-time law enforcement officer authorized to carry firearms, execute warrants and make arrests.

_____ 3. Specialized Utility Truck Over 14,000 Pounds:

a. Truck is designed to carry tools, equipment, etc.;

b. Truck has permanent interior construction, including shelves and racks; and

c. Employer must require employee to commute for emergency call-outs to restore or maintain utility services.

4. Utility Repair Van or Pick Up Truck 14,000 Pounds or Less:

a. Van

_____

i. Permanent shelving that fills most of the cargo area; or

ii. An open cargo area that is always filled with merchandise or equipment.

b. Pick-up truck equipped with one of the following:

i. Hydraulic lift gate;

_____ ii. Permanent tanks or drums; and

iii. Permanent side boards or panels that raise the level of the sides of the truck bed.

<u>CLASS C VEHICLES: Other City Vehicles Driven Home After Regular Business Hours – Commuter and Personal Usage is Taxable to the Employee</u>

_____ 1. Vehicle driven home by department head whom the Mayor has determined must commute in a City vehicle for a bona fide non compensatory business purpose.

a. The vehicle is driven only for commuting and de minimis personal usage in addition to business usage; and

b. Taxable benefit is calculated by Commuting Rule.

_____ 2. Vehicle driven home by a City employee whom a department head has determined must commute in a City vehicle for a bona fide non compensatory business purpose (includes public safety and utility vehicles that don't qualify as Class B vehicles):

a. The vehicle is driven only for commuting and de minimis personal usage in addition to business usage.; and

b. Taxable benefit is calculated by Commuting Rule.

_____ 3. Vehicle driven home by a department head or City Employee who is not required to commute in a City vehicle:

a. The vehicle is driven only for commuting and de minimis personal usage in addition to business usage; and

b. Taxable benefit is calculated by the Lease Value Method.

_____ 4. Vehicle driven home by the Mayor:

a. The vehicle is used for both personal and business usage; and

b. Taxable benefit is calculated by the Lease Value Method.

Operator Signature:_____ **Date: _____**

_____ **Date: _____**

_____ **Date: _____**

_____ **Date: _____**

Department Head's Signature:

_____ **Date: _____**

Mayor's Signature (Required for Department Head Vehicle)

_____ **Date: _____**

Vehicle Use Justification Form

Clearly state, with specificity, the reasons for assignments of vehicles used for commuting.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

RESOLUTION 38-2014-15

A RESOLUTION AUTHORIZING THE TWO RIVERS COMPANY ("TRC") TO REALLOCATE APPROVED FUNDING

WHEREAS, the TRC is a non-profit 501(c)(4) organization serving as the district management corporation for the City of Clarksville Central Business Improvement District and focuses on enhancing Clarksville, Tennessee's, downtown and riverfront areas; and

WHEREAS, the TRC received funding in fiscal years 2013/14 and 2014/15 as a non-profit agency and through a line item in the City's legislative budget; and

WHEREAS, as a non-profit agency, the TRC agreed that any substantial change in how funds are to be spent must be provided to the City Council for approval.

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

That the Clarksville City Council hereby approves the following budget reallocation as provided on Exhibit #1:

ADOPTED:

Two Rivers Company

Exhibit #1

	Total Approved City Funding FY13.14	Total Approved City Funding FY14.15	Reallocated Available City Funding
EXPENDITURES			
Personnel/benefits **(line item in City Leg. budget)**	69,208	105,197	
Operating			
Personnel/benefits			88,000
Office/Operating: books, computer, equip., rent, mailings, memberships, insurance, printing, prof. serv., promotion, recruitment, subsciptions, training, travel, website	0	7,250	22,000
Economic Vitality	240,000	250,000	
incentives, professional consultant services			136,228
Capital - incentives, professional cons. serv.			136,228
Mktg, Promotion & Communication	8,264	0	5,600
marketing, promotions, survey			
Access & Connectivity	30,000	0	0
Heart of the City	0	0	0
event incentives, special events			
Safe, Clean & Green	47,000	4,800	36,000
Capital - small projects, wi-fi			
Total Forecasted Expenditures	**394,472**	**367,247**	**424,056**

RESOLUTION 39-2014-15

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND MONTGOMERY COUNTY PERTAINING TO THE DIVISION OF 2015 BYRNE JUSTICE ASSISTANCE GRANT FUND ALLOCATIONS AND THE ADMINISTRATION AND USE OF SUCH FUNDS

WHEREAS, a combined, disparate allocation of funds of $56,323 from the 2015 JAG Program to the City of Clarksville and Montgomery County establishes the need for a joint JAG Program Award Application, and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Clarksville City Council finds it to be in the best interest of the City to approve the 2015 Byrne JAG interlocal agreement with Montgomery County.

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

1. That the City of Clarksville agrees to provide Montgomery County $28,161 from the JAG award for the 2015 Clarksville-Montgomery County Law Enforcement Program, and

2. That Montgomery County will use $28,161 for the Law Enforcement Program no later than September 30, 2018; and

3. That the City of Clarksville shall be the applicant and fiscal agent for the 2015 Byrne Justice Assistance Grant; and

4. The Clarksville City Council hereby authorizes the interlocal agreement attached hereto as Exhibit A; and

5. That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED:

GMS APPLICATION NUMBER 2015-H2432-TN-DJ

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TN and THE COUNTY OF MONTGOMERY, TN REGARDING THE 2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2015, by and between The COUNTY of Montgomery acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Clarksville acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Montgomery County, State of Tennessee, witnesseth:

WHEREAS, a combined, disparate allocation of funds of $56,323 from the JAG Program to the CITY and the COUNTY establishes the need for a joint JAG Program Award Application, and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY $28,161 from the JAG award for the Law Enforcement Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to reimburse COUNTY a total of $28,161 based upon expenditure records.

Section 2.

COUNTY agrees to use $28,161 for the Law Enforcement Program no later than September 30, 2018.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 5.

The CITY shall serve as Applicant and Fiscal Agent for the 2015 JAG Program Application, shall advise the COUNTY of balance available information on a periodic basis, and shall prepare all reports. The COUNTY shall submit claims/requests for distribution of COUNTY share of funds to the CITY for payment processing and provide such summary information as may be required for periodic reports.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

This interlocal agreement will become effective upon adoption of enabling resolutions by the governing bodies of both the County and the City, at which time the applicant shall proceed to accept the JAG grant award.

For the CITY OF CLARKSVILLE, TN:

_____ _____
Kim McMillan, Mayor Date

For the COUNTY OF MONTGOMERY, TN

_____ _____
Jim Durrett, Mayor Date

ORDINANCE 57-2014-15

AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY FROM BANK OF AMERICA

WHEREAS, certain real property owned by Dr. Alan Werner, commonly known as the "Bank of America Building" located at 215 Legion Street, and being more particularly described in the real property legal description attached hereto and incorporated herein as Exhibit A, is for sale; and

WHEREAS, the City / Two Rivers Company (the district management corporation for the City of Clarksville's Central Business Improvement District), has previously obtained an appraisal of said property by a state certified appraiser, dated September 11, 2014, said appraisal amount being ONE MILLION DOLLARS AND ZERO CENTS ($1,000,000.00), and said appraisal being attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Two Rivers Company has previously entered into an option agreement with the owner of said property, dated June 1, 2014, providing the Two Rivers Company with an option to purchase said real property, for a purchase price of NINE HUNDRED AND NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS ($995,000.00), said real estate option agreement being attached hereto and incorporated herein as Exhibit C; and

WHEREAS, the City Council finds it to be in the best interest of the City to acquire title to said real property for the purpose of building a civic plaza space, and for future economic redevelopment of the surrounding downtown area.

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

That the Clarksville City Council hereby authorizes and directs that the City purchase certain real property owned by Dr. Alan Werner, commonly known as the "Bank of America Building" located at 215 Legion Street, and being more particularly described in the attached Exhibit A, for the purpose of building a civic plaza space, and for redevelopment of the surrounding downtown area, for a purchase price not to exceed the amount of NINE HUNDRED AND NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS ($995,000.00), and that the Mayor prepare, or have prepared, and execute, any necessary documents, and take any necessary action, to effectuate such transaction, at the earliest date reasonably possible.

POSTPONED: May 7, 2015
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

EXHIBIT "A"

A tract or parcel of land located in the 12th Civil District of Montgomery County, Tennessee and being more particularly described as follows:

Being at a ½ inch rebar found on the Southeasterly right of way margin of Main Street and being the Northwest corner of The Better Business Bureau of Middle Tennessee, Inc., (Book 941, Page 1312 Montgomery County Register's Office); thence South 21 degrees 18 minutes 20 seconds East along the West boundary of The Better Business Bureau of Middle Tennessee, Inc., a distance of 22.10 feet; thence North 67 degrees 35 minutes 50 seconds East along the South boundary of The Better Business Bureau of Middle Tennessee, Inc., a distance of 22.20 feet to the West right of way margin of North Third Street; thence South 21 degrees 42 minutes 34 seconds East along the West right of way margin of North Third Street a distance of 184.18 feet to the North right of way of Legion Street; thence South 68 degrees 36 minutes 08 seconds West along the North right of way of Legion Street a distance of 222.63 feet to the East right of way of North Second Street; thence North 22 degrees 10 minutes 56 seconds West along the East right of way of North Second Street a distance of 158.16 feet to a ½ inch iron rebar found; thence leaving North Second Street North 67 degrees 51 minutes 10 seconds East a distance of 102.02 feet; thence North 22 degrees 08 minutes 50 seconds West a distance of 45.10 feet to a ½ inch rebar found on the South right of way margin of Main Street; thence North 67 degrees 51 minutes 10 seconds East along the South right of way margin of Main Street 100.22 feet to the point of beginning, having an area of 40,658.5 square feet, (0.933 acres). This description taken from the previous deed of record.

Being the same real estate conveyed to Alan Werner by deed of record in ORBV 1235, Page 1899, Register's Office for Montgomery County, Tennessee.

A Narrative Appraisal Report
Old Bank of America Building
215 Legions Street
Clarksville, Tennessee 37040

For:

Two Rivers Company
Attn: Brenda Kelley
One Public Square
Clarksville, Tennessee 37040

By:

Joseph Mark Young
Tennessee State Certified General Appraiser
CG-1117

Effective Date of Appraisal:

August 14th 2014

Date of Report

September 11th 2014

Mark Young Real Estate Appraisals
298-H Clear Sky Court
Clarksville, TN 37043
931-552-2877 (p) 931-552-2897
myoung3959@aol.com

September 11th 2014

Two Rivers Company
Attn: Ms. Brenda Kelley
One Public Square
Clarksville, Tennessee 37040

Re: Old Bank of America Building
215 Legion Street
Clarksville, Montgomery County, Tennessee

Ms. Kelley:

In accordance with your request, I have personally inspected and appraised the above captioned property for the purpose of estimating the Market Value of the Fee Simple estate on an "as is" basis as of the effective date being August 14th 2014. I submit this letter along with the attached appraisal report relative to my findings and conforming to the Uniform Standard of Professional Appraisal Practice and subject to the Contingent and Limiting Conditions identified within the report.

To the best of my knowledge and belief, the reported analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation. The scope of the appraisal assignment has been determined by the appraiser to be the Sales Comparison Approach only of the vacant land. This attached appraisal is intended to comply with the Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised June 7th 1994.

The subject of this appraisal is the old Bank of America property in downtown Clarksville. The subject is composed of on parcel containing 40,776 square feet and which is improved with a 23,425 GBA square foot two story building.

The market value estimate shown is based on my personal inspection. This appraisal is based on the assumption that the data relied upon in this report is true and correct. This report, which follows, contains a summary of my investigation and analysis. The pertinent facts and data, which we believe applicable to the property, are summarized and the reasons leading to the estimate of value are included. The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

Based upon the subject's location contained within the attached report, an exposure time of six to eighteen months was estimated for the subject property "as is" assuming the property has been professionally marketed at or near the value estimates contained herein. The appraiser would like to note that the subject property is listed by John Hadley, of NAI Clarksville. Mr. Hadley informed us

that the subject property has been listed since April of 2014 for a list price of $1,100,000. The property is under option to purchase for $995,000.

After careful consideration of the various approaches, it is my opinion that the estimated value of the subject property's fee simple estate, "as is" as of the date of my inspection, August 14th 2014 is:

"As Is"

One Million Dollars and 00/100
$1,000,000

I appreciate the opportunity to perform this assignment on your behalf. If I may be of further assistance, please contact me.

Respectfully Submitted,

Joseph Mark Young, TNCG-1117
Tennessee State Certified General Appraiser

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Certification of Appraisal

I certify, to the best of my knowledge and belief, that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainments of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.
- I have made a personal inspection of the subject property on August 14th 2014, the effective date of this report. The date of this appraisal report is the date in which the report is submitted to the client, which in this case is August 28th 2014. I inspected the interior of the property as well on July 23rd 2014 with Mr. Wayne Wilkinson of NAI, Clarksville Tennessee.
- I have performed no services, as an appraiser, or in any other capacity, regarding the property that is the subject of this report, within the three-year period immediately preceding acceptance of this reporting assignment. I did appraise this building in 2008. Some areas of this report are based on previous data at that time such as estimated GBA, old lease data, etc.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The appraisal report was performed in accordance with the requirements of Title XI of FIRREA and any implementing regulations

- Joseph Mark Young is properly licensed as a Certified General Real Estate Appraiser in the State of Tennessee, with certification number, CG-1117.

_____ 09/11/2014

Joseph Mark Young, CG-1117 Date
TN State Certified General Appraiser

Summary of Salient Facts and Conclusions

General Data:

Property Inspection Date/ Effective Date of Appraisal:	August 14th 2014
Date of Report:	September 11th 2014
Interest Appraised:	Fee Simple
Type of Property:	General/Professional Office/Bank Subject is identified as Bank of America Site
Name of Property:	Former Bank of America
Location:	215 Legion Street Clarksville, Montgomery Co., TN 37040
Parcel ID:	066G/H/002.00

Physical Data:

Land Area:	40,776 SF (0.94 acres)
Year of Construction:	Various years with remodels Initial Construction 1972 (Bank Building)
Total Building Area	23,425 SF total GBA
Office Area:	15,113 SF
Basement Unfinished:	8,312 SF
Land-to-Building Ratio (LBR):	1.74:1
Zoning Classification:	CBD (Central Business District)
Flood Plain:	Not in Flood Plain (FEMA Map 47125C0238D) March 18, 2008, FEMA Zone X (outside flood area)
Highest and Best Use	
"As Vacant":	General Office/Professional/Civic
"As Improved":	Various usage

Market Value Indications for 215 Legion Street "As Is"

Cost Approach:	N/A
Income Capitalization Approach:	N/A
Sales Comparison Approach:	$1,000,000

Reconciled Market Value Estimate

"As Is":	**$1,000,000**

Identification of the Subject Property

The subject property is identified as the old Bank of America Building which is currently vacant. The property has a physical address of 215 Legion Street, Clarksville Tennessee 37040. The property can further be identified as parcel 2.00 within group H on Tax Map 66-G. The property has frontage along Legion Street, Third and Second Street and Main Street.

Purpose of the Appraisal

The purpose of this appraisal is to estimate the fee simple market value of the subject property "as is" as of the effective date of this report being August 14th 2014. The effective date is the time of our last property inspection. The date of this report is September 11th 2014. .

Client, Intended User, and Intended Use of the Appraisal

The client of this appraisal assignment is Brenda Kelley with the Two Rivers Company. The appraisal will be used to aid the client in making purchasing decisions.

Property Rights Appraised

Real property refers to "all interests, benefits, and rights inherent in the ownership of physical real estate."[1] Property rights are economic interests supported by the law. The bundle of rights referred to as the property rights may include a great many rights such as easements, encroachments, liens, leases, etc. The various rights may be separated and held by different individuals or entities. The most complete form of ownership is fee simple ownership. Any limitation of ownership rights has to be given special attention. An appraisal assignment may require the appraisal of the fee simple estate or a partial interest such as a leasehold estate or an easement. The property rights of ownership, which are being appraised in this report, include the fee simple estate.

Definition of Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[2]

Competency Provision

The appraiser involved in this assignment has considerable experience in appraising this property type. The company maintains a database on similar properties. The appraiser feels he has adequate knowledge of this property type and location to meet the competency provision requirements of USPAP.

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[1] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 161, Appraisal Institute, Chicago, IL

[2] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 78, Appraisal Institute, Chicago, IL

Date of Appraisal

I inspected and photographed the subject property on August 14th 2014, which is the effective date of this appraisal assignment. The report was completed and presented to the client on September 11th 2014, which is the date of the appraisal report.

Definition of Market Value

"Market Value[3]" is the most probable price which a property should bring in a competitive and open market under all conditions requisite to fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and acting in what they consider their own best interest;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concession granted by anyone associated with the sale.

[3] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 122, Appraisal Institute, Chicago, IL

Scope of the Appraisal

The scope of the appraisal assignment is to provide an appraisal on the subject property identified herein. The client has requested an appraisal determining the market value of the subjects' fee simple estate based on the properties concluded highest and best use. I have provided a market value of the Fee Simple estate of the subject on an "as is" basis, as of the date of inspection referenced herein. In estimating the market value of the subject property I have determined that the Sales Comparison Approach will be necessary in developing a final market value estimate for the subject property. I do not feel the Cost Approach and the Income Approach are applicable at this time. This will be discussed later within the report. The Sales Comparison Approach has been completed to arrive at the concluded value of the property "as vacant". The value conclusion follows the generally accepted appraisal procedures as set forth in the Uniform Standards of the Professional Appraisal Practice. In the appraisal of this property, the appraiser has completed the following steps and analysis:

1. Inspected and photographed the subject's site on August 14th 2014. I inspected the building with Mr. Wayne Wilkinson by flashlight.

2. Gathered information from various secondary data sources regarding regional, city, market area, site, and improvement data on the existing improvements.

3. Analyzed data to make a determination of the highest and best use of the subject property as is and as vacant.

4. Gathered and confirmed comparable sales on a local and regional basis for comparison to the subject property.

5. Gathered and confirmed vacant site sales in the market area to develop an estimate of the fee simple market value of the subject site "as vacant" and available to be developed at its highest and best use. I interviewed a number of parties involved with these sales and with knowledge of the downtown Central Business District to arrive at these conclusions. The Sales Comparison Approach was utilized to estimate the subject's market value "as vacant"

6. I analyzed market rent data and expense data. I performed an Income and Expense data to support my conclusions that based on the subjects current condition the NOI which could be generated from the property in its current state would not support the continued use "as is" as the market value of the subject "as vacant" taking into consideration the cost to remove the current improvements exceed that value.

7. Due to lack of sales of older buildings in similar condition within the immediate downtown market it was concluded the Sales Comparison of the subject "as improved" was not applicable.

8. Concluded a market value of the subject in its current "as is" condition utilizing vacant land sales in downtown Clarksville and other markets which I deem similar as of the effective date which is August 14th 2014.

Legal Description

The subject is currently owned by Alan Werner. The property is legally described in Volume 1235 Page 1899 within the Register of deeds within Clarksville Montgomery County Tennessee.

History of the Subject Property

The subject tract was once the home of Commerce Union Bank and then Bank of America Building. The last time the property was sold was in 2008 when Alan Werner purchased the building from First States Investors TRS, L.P., a Delaware limited partnership. After that purchase the bank remained in the building for a short period of time. After that Gary Hodges leased a small office containing approximately 1,100 square feet, while a law firm leased a portion of the lower area. At one time the bank was leasing approximately at a rate of $6.80 per square foot while Mr. Hodges was leasing his space for $4.46 per square foot. (This information taken from previous appraisal that was performed in 2008.)

Contract/Listing Information

The subject parcel is currently under an option agreement with the owner Dr. Alan Werner and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville Tennessee. The property is under option to purchase for a price of $995,000. The date of the option is June 1st 2014 and extends until May 15th 2015. In the option the purchaser is to pay the seller $6,000 per month for a total of $60,000. If the option is exercised the money obtained during the option period will go toward the purchase price. The purchaser may obtain an extension of the option after May 31st 2015 for $5,000 per month. A copy of the unsigned option is included within the addenda of this report.

Lease Information

As per Mr. Hadley with NAI there are no leases at this time. In addition, Mr. Hadley has stated that no new leases are being pursued by his company and that he is only trying to sell the property. Obviously with the property under option to buy any future leases will be hard as there is no certainty of the future usage.

Environmental Issues

The appraiser was not made aware of any environmental audits or environmental hazards pertaining to the subject property. In this appraisal assignment, the existence of potentially hazardous material, gases, and/or toxic water, which may or may not be present on property, was not observed by the appraiser, nor does the appraiser have any knowledge of the existence of such material on or in the property. To the best of my knowledge, the presence of potentially hazardous waste, materials, or gases has not been detected, or, if they have been detected, it has been determined that the amount or level is considered safe according to standards established by the Environmental Protection Agency. The appraiser, however, is not qualified to detect such substances and does not make any guarantees or warranties that the property has been tested for the presence of potentially hazardous waste material or gases, or, it tested, that the tests were conducted pursuant to EPA approved procedures. The existence of any potentially hazardous waste or gases may have an effect on the value of the property. The client is urged to retain an expert in this field if desired. **It is my understanding there is some asbestos within the building.**

Zoning Analysis

The subject site is zoned commercial CBD (General Central Business District). A number of commercial uses are allowable within this zoning. A brief description is provided below:

> The CBD Central Business District, with complementary office and related uses, forms the center for commercial, residential, financial, professional, governmental, and cultural activities. Pedestrian-oriented uses are encouraged, while uses related to automobile sand vehicular traffic are discouraged.

The subject property's use as the Leaf Chronicle Building is permissible under the CBD zoning. The highest and best use as conversion to multitenant office space would also be allowable under the current zoning.

Property Tax Data

In Montgomery County the current tax rate is $2.97 per $100 and within the City of Clarksville the tax rate is $1.16 per $100. The property is classified as commercial property.

Based on information provided by the Assessor of Property's Office of Montgomery County, the subject is appraised for 2014 tax purposes as follows:

Map/Parcel	Improvement Value	Land Value	Yard Improvements	Total Value	Assessed Value	Tax Burden
66-G/H/2.00	$811,000	$278,900	$9,500	$1,099,400	$439,760	$18,162.09

As illustrated above, the subject parcels have a total tax burden of $18,162.09 per year with a tax value at $1,099,400.

Clarksville/Montgomery County Data

General Description: The City of Clarksville, Tennessee is a vibrant community located in the northwestern section of Middle Tennessee in Montgomery County, which borders the state line of Kentucky. The seventy-nine square mile city is the county seat for Montgomery County and is located along I-24 forty-five miles northwest of Nashville, TN. The Clarksville Montgomery County community is experiencing a strong amount of growth and progress. It is also the ninth fastest growing city in the nation and the fifth largest municipality in the state.

Population: The results of the 2010 United States Census are in, and they show Clarksville's population in now 132,929. This is a 28.5% increase from the 2000 Census, by far the largest rate of population increasing among the other top five Tennessee cities. The official population of Montgomery County is now 172,331, which is a 27.8% increase over the 2000 Census-reported population of 134,768. The five most populous Tennessee cities and their 2010 Census counts are Memphis: 646,878; Nashville: 626,681; Knoxville: 178,874; Chattanooga: 167,674; and Clarksville: 132,929. Memphis decreased by 0.5 percent since the 2000 Census, Nashville grew by 10 percent, Knoxville grew by 2.9 percent, Chattanooga grew by 7.8 percent and Clarksville grew by 28.5%.[4] **According to new data Clarksville's population is expected to grow 22% by 2020. The Montgomery County population is expected to grow 23% by 2020.**

Government: Clarksville has a Mayor/Council form of government. The Mayor serves a four-year term and is elected at large. The city council is composed of 12 members who are elected from wards. Montgomery County has a County Mayor/County Commissioner form of government that is similar Clarksville's government. The fire department has 199 personnel supporting ten stations. The City Police Department has a staff of over 250 and the Sheriff's Department has a staff of approximately 395 employees, including deputy sheriffs and civilians.

Public Utilities: Electrical service is provided by the Clarksville Department of Electricity and county electrical service is provided by Cumberland Electric Membership Corporation. Both are powered by the Tennessee Valley Authority. Natural gas is supplied by the Clarksville Department of Gas and Water. Police and fire protection are provided by the City of Clarksville.

[4] Chris Smith. 2011. Clarksville population tops 132,000. *The Leaf Chronicle*, March 16th 2011

Education: There are 38 public schools in the district: one K-5 Magnet School, 22 elementary, seven middle and high schools, one middle college and an alternative school for troubled youth. Clarksville/Montgomery County School System is one of a distinguished group of school districts that has earned whole district accreditation. It is one of the few districts in the nation that is ISO 9001 certified - a standard of effectiveness and efficiency recognized by business and organizations around the world. With a current graduation rate of 90.3% the school system exceeds both state and national averages and receives strong community support for education with an emphasis on 100% graduation for every student. There are also five private schools in the Clarksville/Montgomery County area. Clarksville is home to Austin Peay State University, one of Tennessee's outstanding regional higher education institutions. Austin Peay (enrollment over 10,000) is a four-year public, masters level university offering over 56 majors and 63 different concentrations. APSU was founded in 1927 and named for native son, Governor Austin Peay. The City is also home to Daymar Institute (formerly Draughons Junior College), North Central Institute and Miller-Motte Technical College. Vocation Studies are available at Tennessee Technology Center. Other higher education facilities are also located in nearby Nashville. There are also a growing number of private schools in Clarksville. They are the Clarksville Academy, Clarksville Christian School (Church of Christ), St. Mary's Catholic School, Montgomery Christian Academy, Academy of Academic Excellence and the newest being Tabernacle Christian School, which is associated with the Reverend Jimmy Terry's Tabernacle Baptist Church in New Providence.

Medical: Gateway Medical Center offers programs, services and facilities that rival the best in the state. The hospital employs 1,200 professionals and serves upper Middle Tennessee and South Central Kentucky. It's fully accredited 270 bed medical center provides numerous state-of-the-art services including a heart center, magnetic resonance imaging, respiratory care, surgery, critical care, impatient rehabilitation and emergency services. The medical staff of more than 150 physicians represents over 30 specialties. Gateway-Vanderbilt Cancer Treatment Center is a joint venture with Vanderbilt Medical Center bringing the latest technology in radiation therapy to Clarksville. There are a total of 10 nursing homes with 578 beds. The former Harriet Cohn Mental Health Center, now known as Centerstone, offers 44 beds and also offers outpatient and residential treatment facilities. It was announced in September 2011 that a veteran's nursing home will be constructed on a 9.5 acre site which the county purchased behind Fort Campbell Wal-Mart. Plans have called for a 108-bed home of almost 100,000 square feet, with an estimated cost of $22.6 million. This has still yet to be completed on the site.

Financial Institutions: Clarksville has 14 banking institutions, which have combined deposits of $1,948,741,805. These banks are Bank of America, with six branches and combined deposits of $203,812,000; Cumberland Bank and Trust, with five branches and combined deposits of $120,076,000; F & M Bank with seven branches and $335,150,000; First Advantage Bank (formerly First Federal Savings Bank) with six branches and $218,468,000 in combined deposits; Fort Still National Bank with one branch located in Wal-Mart and $464,000 in deposits; Capital Bank (formerly GreenBank) with five branches and $122,550,000 in combined deposits; Heritage Bank with three branches and $61,245,000 in combined deposits; Legends Bank with five branches and combined deposits of $231,162,000; Planters Bank Inc. with five branches and $187,845,000 in deposits; Regions Bank with five branches and combined deposits of $264,631,000, US Bank with eight branches and $201,289,000 in combined deposits, CEMC Credit Union with one branch and combined deposits of $578,943 and Gateway Credit Union with one branch and combined deposits of $1,289,862. Not included in the combined deposits is Cornerstone Financial Credit Union with seven branches in six different cities and combined deposits of $18,599,877.

Labor Force: Along with Clarksville, Montgomery County's growth, the labor force grows as well. For the Clarksville, Tennessee Metropolitan Statistical Area (MSA), the labor force was 111,460 people for the entire area, which includes Montgomery County, Hopkinsville, Kentucky, and Stewart County, Tennessee. Montgomery County's labor force as per March 2010 was 68,460 people. Of that labor force, 62,190 people were employed and 6,270 were unemployed which is a 10.08% unemployment rate. The 2009 labor force was 65,930 persons, which was a 50% increase from 1990. The estimate for March of 2010 was an increase of 2,530 people in the labor force for Montgomery County. This is the most recent data available for Clarksville-Montgomery County Labor Estimates.

Employment: One of the key factors in Clarksville's growth is the relationship it has with adjoining Fort Campbell military base - home of the 101st Airborne Division (Air Assault), the 160th Special Operations Aviation Regiment (SOAR), Fifth Group Special Forces and 101st Corps Support Group. The 101st Airborne Division is one of the most powerful and prestigious divisions, having made a name for itself during World War II as the Screaming Eagles in Bastogne, Belgium, Holland, France and Germany. Today, the highly trained soldiers of the 101st are the world's only Air Assault Division. The 101st participates in peacekeeping and humanitarian missions at home and abroad. Fort Campbell currently has 30,865 active duty soldiers and 4,356 civilian employees. There are over 55,000 family members that call Fort Campbell home. The installation currently has an annual payroll of approximately $2.5 billion, making it the largest employer in both Tennessee and Kentucky.

Employment Continued

In October 2013 it was announced that the Hankook Tire Company will begin construction on a new tire plant at Exit 8 off Interstate 24. This will generate 1,800 new jobs with an average pay of $18.50 per hour. The plant is to begin construction in 2014 and will open in 2016.

In 2012, Agero, a leading provider of connected vehicle services including roadside assistance and claims management, opened a call center in Montgomery County, bringing with it a capital investment of $8 million and the creation of more than 500 jobs. The company has located in the existing building located at 2971 International Blvd, which is at the corner of Rossview Road and International Blvd. The announcement of Agero's expansion is the latest in a series of economic good news stories that have taken place within the past few years.

In April 2011 it was announced that Jostens Printing and Publishing would be moving more of its yearbook operations to Clarksville. The company is transferring yearbook and commercial print production here from State College, Pennsylvania, brining in roughly 400 more employees for a total staff of 700. Jostens moved out of its former building on Highway 48 and into the 575,000 square foot Quad Graphics building (formerly Quebecor Worldwide) which recently ceased operations in the Clarksville/Montgomery County Industrial Park. The property sits on 75 acres and has about 20 acres remaining for future expansion, according to the Clarksville-Montgomery County Economic Development Council's web site. Jostens officials said the expansion in Clarksville will allow the company to "capitalize on its advanced technological solutions, innovation and efficiencies benefiting its customers and business. Jostens officials expect to be moved into the new building by the end of the third quarter of 2011. The Economic Development Council's President and CEO James Chavez said that he believes the number one reason they are growing here is the stability of their workforce and the strength of the local workforce.

In mid-2010 it was announced that two new Publix grocery stores would be coming to Clarksville - one being located along Tiny Town Road in North Clarksville and the other in the Hilldale/ Richview submarket of Clarksville. Ground was broken in August of 2010 and demolition was completed on the old hospital site, which was located at the northwest corner of Madison Street and Memorial Drive in the Hilldale area of Clarksville. Both new Publix developments are now open.

Employment Continued

In 2009, Conwood Company, LLC, which specializes in the making and distributing smokeless tobacco products, purchased the former Union Carbide Plant located off Highway 79 North, in northeast Montgomery County. Conwood invested $115 million dollars into the site and created 20+ new jobs. 2009 also saw Akebono (AMBA, LLC) purchase Bosch Brakes for $13.5 million and created 300 new jobs.

Also in October 2009, Hemlock Semiconductor L.L.C., one of the world's leading suppliers of polycrystalline silicon products used in the manufacturing of energy producing solar cells and semiconductors used widely in the electronics industry, began construction of a new plant that was supposed to create roughly 500 high paying jobs upon the opening of the plant in fall 2012; however, approximately 300 of the 400 workers were laid off in January 2013 - before the plant could even begin production of polycrystalline silicon in support of the solar power industry. Whether the plant will open is unknown, said company president Andrew Tometich. The layoffs are in response to what the company called a "significant oversupply in the polysilicon industry and the threat of protective tariffs on its product sold into China." If these market conditions persist, the layoffs could be permanent. A minimum workforce remains at the massive facility focused on "safely maintaining the site for eventual production." If the trade disputes with China and Europe are settled, production would begin at the plant, but until that time the future of Hemlock Semiconductor is unknown. Although this is significant step back, Clarksville is still seeing growth in other areas.

In 2008, Atlanta Hardwood Corporation purchased the Averitt Lumber Company site, making a $6 million dollar investment and adding 30+ jobs. Also in 2008, former Bosch Brakes, which is now Akebono (AMBA, LLC), made a $35 million dollar investment and created 75 new jobs, Bridgestone Metalpha made an $18 million dollar investment expanding their building and also Trane made a $6 million dollar investment.

Employment Continued

In addition to Ft. Campbell Military Base, there are numerous successful businesses which employ in Clarksville and Montgomery County. Those companies are listed in the table below:

CLARKSVILLE EMPLOYERS		
Company Name	**Product**	**Employment**
Austin Peay State University	State Funded University	900
Akebono Brake Systems	Anti-Lock Brake Systems	650
Beach Oil Company	Oil and Gas	150
Bridgestone Metalpha	Steel Cord	415
Florim USA	Ceramic/Porcelain Tile	260
Convergys Corporation	Call Center	800
Centerstone	Behavioral Health Services	184
Bosch Brakes	Tractor Trailer Air-ride	320
Gateway Medical Center	Hospital	1,165
Hemlock Semiconductor	Polysilicon	100
Jostens Printing and Publishing	Yearbooks/Commercial Printing	700
Letica Corporation	Plastic Cups	400
MW/MB LLC	Fiber Glass Strands	105
Nyrstar	Zinc Refining	249
Orgain Building Supply	Lumber/Construction Equipment	120
Progressive Directions Inc	Childcare and Adultcare Services	300
Rivers End Trading Company	Knit Shirts/Woven Apparel	90
Spear USA	Pressure Sensitive Labels	302
SPX Corporation	Cord Forging	108
Trane US, Inc.	Air Conditioning/Heat Units	1,400
Wal-Mart	Retail	1,363

As noted in the previous table, Austin Peay State University has an enrollment of over 10,500 students and is also a major source of employment for the City of Clarksville. Other major employers include the Montgomery County School System and Gateway Hospital. The City of Clarksville offers many other diverse areas of employment, which among others includes, retail, education, construction and medical. Within the last five years there have been many new retail stores come to Clarksville, including the Seattle-based Starbucks, Dicks Sporting Goods - a large outdoor and recreation retailer - and the Wisconsin-based Kohl's department store.

Although the unexpected news relative to the Hemlock Plant closing may result in a short-term setback for the local economy, coordinated economic development efforts by city, county, and state officials have been successful in attracting another major employer to the Clarksville market. South Korean Hankook Tire Company announced plans in October, 2013 to build an $800 million manufacturing facility in Clarksville, creating about 1,800 direct jobs, which will position the company as Clarksville's largest private employer within the next few years. Close to 1,200 people will reportedly be hired by 2016, and the remainder of the 1,800 jobs will be filled by 2018. Construction of the 1.5 million square foot facility - designed to produce 11 million high-end performance tires annually - is scheduled to begin in 2014.

Employment Continued

The company's site selection process reveals some of the positive aspects of Clarksville from a general economic perspective. As the company's site selection process narrowed the options down to just a few sites in the Southeastern U.S., the Clarksville site was the only location under consideration in Tennessee, with competing sites located in South Carolina, Georgia, and Alabama. Hankook reportedly selected Clarksville because the community had a site ready upon which to build the 1.5 million square foot manufacturing facility, and because of Tennessee's central location relative to the overall U.S., which the company indicated positions Tennessee as an ideal state from which to distribute tires in North America. According to company CEO Seung Hwa Suh, the transportation infrastructure near the Clarksville site was also a significant factor, as the site has access to the interstate highway system, airports, railroads, and the Mississippi River. Clarksville is also a convenient location for Hankook to ship tires to two South Korean automotive plants in the U.S. (Kia in West Point, GA and Hyundai in Montgomery, AL) which are both significant customers of Hankook.

The site for the plant is situated in the southern expansion area of the Corporate Business Park near I-24 and Rossview Road, which is the same park as the shuttered Hemlock plant, but approximately three miles to the south of the Hemlock site. Rail service to the park is provided by a short-line rail company (the RJ Corman Railroad) whose tracks tie in with the CSX mainline in nearby Guthrie, Kentucky. The railroad is expected to extend a spur to the Hankook plant, as it has to other businesses in the park.

Hankook sells tires in thousands of retail outlets across the U.S., as well as to automotive manufacturers such as Nissan (including Nissan's factory in Smyrna, Tennessee) and Volkswagen in Tennessee. The announcement of a new, large-scale manufacturing plant for Hankook Tire Company, the world's seventh-largest tire company, represents another example of the economic shift of automotive industry from the Midwest to the southeast. Other foreign tire companies have plants under construction or planned in Georgia and Mississippi. Japanese company Yokohama recently executed an agreement to build a plant in West Point, Mississippi, which is expected to create approximately 2,000 jobs.

Employment Continued

The combined incentive package was reportedly $72 million. In addition to state incentives, Clarksville-Montgomery County provided the land (469 acres) for the facility at no cost to the company and nearly $50 million in local property tax abatements instituted over the next 20 years on a graduated scale. In turn, Hankook is expected to generate approximately $65 million in new tax revenues for the local community, according information released by the Industrial Development Board. Hankook will have 10 years to build both phases 1 and 2 of the plant, and the state will monitor progress to ensure that the company reaches 80 percent of its $800 million investment and required 1,800 jobs through that period.

Founded in 1941 in Korea, Hankook Tire is one of the fastest-growing tire companies in the world. With about 20,000 employees and five state-of-the-art research and development centers, Hankook Tire produces high performance radial tires at its seven manufacturing facilities in four different countries, and its products are available in more than 180 countries. The US plant in Clarksville will be the company's eighth production facility. According to industry figures, Hankook's share of the U.S. tire market is approximately 5%, with sales of $1.3 billion in the U.S. and Canada in 2012. Nashville-based Bridgestone Americas Tire Operations is the industry leader, with $9.2 billion in sales in 2012.

One of the closest focal points for more recent commercial development in Clarksville is to the north of the subject market area and includes a Lowe's Home Improvement store and a Kroger-anchored retail shopping center located on the northwest quadrant of Wilma Rudolph Boulevard and 101st Airborne Division Parkway. Another focal point for recent commercial and residential development has been in the northern market area along Trenton Road and Tiny Town Road near the intersection of these two roadways. Commercial uses are located in the highest density in the northeastern portion of Clarksville along Wilma Rudolph Boulevard, and the Governor's Square Mall is located to the north of the subject market area. In general, no land uses were noted that would have a negative influence on the subject market area.

Over the past ten years, commercial/industrial businesses have invested over $1.6 billion in their properties. The economic base continues to expand in terms of both new and existing industry. These expansions have added more than 2,000 jobs to the employment market. Three notable examples of this continued investment in the area are Florim USA, Bridgestone Metalpha, and Hemlock Semiconductor LLC, which have invested a combined total of over $1.4 billion in their facilities. The Clarksville/Montgomery County Corporate Business Park continually attracts new investment, development, and industry.

The area is home to a number of restaurants including International and American Cuisine. Fort Campbell Military Base has aided Clarksville in becoming a much diversified community. This diversity gives the residences of Clarksville cuisine from across the globe, including German, Italian, Korean, Japanese, Chinese and Mexican Restaurants. These along with the other chain restaurants in Clarksville including, O'Charley's, Outback Steakhouse, Red Lobster, Olive Garden, Buffalo Wild Wings, Hooters, Cheddars, and Longhorn Steakhouse. Several fast food restaurants have been constructed over the past few years.

Community Facilities/Recreation: Clarksville has a wide base of recreational venues that satisfy many sports enthusiasts' needs. Heritage Park, one of the state's top soccer sites, has eight fields and is host to several statewide and regional soccer tournaments. The complex is the site for recreational league play, as well as a number of area tournaments. Clarksville offers 25 parks and five community centers for recreational opportunities. The city also provides five community pools and several recreational sports leagues. Special Programs and events are coordinated during the year for all ages. The summer program is just one of the programs offered by the department. A six-week program that provides safe and entertaining recreational activities for ages 6-16, is free and hosted at 13 different sites around the area.

Clarksville/Montgomery County has over 30 parks, five golf courses and one private course, seven swimming pools, nine tennis courts, 29 movie theater screens and five community centers, six boat ramps/landings for recreational opportunities.

Water sports are abundant in Clarksville and Montgomery County. The area's Cumberland River was named one of the top cat fishing spots in the U.S. by Field & Stream. The Clarksville Marina which is expected to be completed this year will attract a number of river goers who would typically travel to Lake Barkley or Kentucky Lake. This will also help Clarksville begin to utilize its abundant river front. Also the Clarksville Blueway will in all probability begin construction this year. The Clarksville Blueway will provide the citizens of Clarksville the opportunity to canoe and kayak along the Big West Fork Creek, Red River and Cumberland Rivers in Clarksville. In the long run, the city hopes to create 45 miles of Blueway on the Cumberland River, Red River and Big West Fork Creek. Parks and Recreation hope to install at least two more canoe and kayak access points under the Warfield Boulevard and I-24 Bridges. This plan is based on the success of the Clarksville Greenway, which is accessed by Pollard Road off Peachers Mill Road. The greenway provides 3.6+/- miles of walkways which follows an abandoned rail bed. Walking this trail has become very popular with the residents of Clarksville.

There is also a Tudor-style winery and vineyard at Beachaven Winery with tours available. Other area attractions are the 110 acre Dunbar Cave, Port Royal Covered Bridge Park and Fort Donelson National Military Park and Cemetery. Land between the Lakes is located only 30 minutes from Clarksville on Kentucky Lake and Lake Barkley. This 170,000 acre park offers hiking, camping, hunting, fishing, and nature center and a living history farm.

Construction Activity: The area has seen a healthy pace of new single family construction over the past 10 years. The total number of permits reached its peak in 2005 with 1,883 issued that year. The pace of new construction since that time has dropped hitting its lowest point in the year 2008 and then rising some in 2009. The average price of new homes constructed within Montgomery County currently averages $197,936, with the sales of this survey occurring from January 1st 2014 to May 2014. The area continues to be affordable compared to many of the suburban counties around the Nashville/Davidson County area. The three tables on the following pages outline the construction activity for Clarksville, Montgomery County, from 2007 through July 2014. The permits in the following tables are for Clarksville only and do not include permits pulled outside Clarksville city limits due to a lack of available data for the county.

Single Family Permits

The data illustrated in the table below details the number of new permits pulled, cost of construction for the permitted projects as well as the number of new homes sold throughout the stated year. There were 1,015 permits pulled in the year 2007 prior to the effects of the great recession. The great recession, which is also known as the global recession of 2009, was a global economic decline in the late 2000's where a majority of major financial institutions, along with smaller financial institutions, incurred a liquidity crisis because of the bursting of the United States' housing bubble. The following liquidity crises crippled the national economy and the economy throughout the State of Tennessee. Although residential development significantly decreased in 2008 this market leveled off in 2009 and remained relatively stable from 2009 to 2011. The driving force behind the recovery here in Clarksville was the significant amount of population growth in our area, as shown by the demographic data provided in the addenda of this report. The US Census predicted continued growth over the next decade along with increasing household income for the Clarksville area wide market. There was also the announcement that Hemlock Semiconductor LLC, one of the world's leading suppliers of polycrystalline silicon products used in the manufacturing of energy producing solar cells and semiconductors used widely in the electronics industry, began construction of a new plant that would initially create roughly 500 high paying jobs upon opening in fall 2012. At the time of announcement and the years that followed, there was a significant increase in single-family development within the areas in close proximity to the industrial park. At this time there were over ten new subdivisions created around this time, increasing new home construction and aiding in market stabilization. From 2011 to 2013 new home sales ranged from a low of 968 homes to a maximum of 1,116 homes with 1,027 new homes being sold on average over the aforementioned timeframe. The appraiser believes that 2014 will remain stable with the number of new home sales, in all probability, being over 900 homes due to the previously mentioned announcement of Hankook Tire constructing an $800 million plant in the Clarksville-Montgomery County Industrial Park that will have 1,200 employees by 2016 and 1,800 by 2018. Based on the historical data about the Hemlock Announcement the appraiser feels that the Hankook announcement will not only spur residential development but every other sector as well. Illustrated in the table below is the number of new homes sold through July 2014 this year. The total number of new home sales in the City of Clarksville, sold within the MLS, is 439 or 87.8 new homes per month. Permit history as well as current permits are illustrated below:

Single-Family			
Year	No. Permits	Construction Cost	New homes Sold
2007	1015	$101,680,574	1176
2008	625	$61,532,146	735
2009	796	$86,152,392	938
2010	767	$96,654,841	843
2011	996	$107,633,719	968
2012	942	$90,927,072	1116
2013	773	$90,665,362	997
2014	523	$61,099,345	577
Permits and new homes for 2014 through end of July			

Multifamily Permits

As shown in the grid below the number of multifamily permits pulled reached a peak in 2007. In 2008 the number then dropped to 61 permits pulled. The drop from 2007 to 2008 is largely contributed to the economic recession caused by the hosing bubble. This recession affected not only our area but all areas of the United States. It also didn't help that the service men and women that were stationed at Ft. Campbell Military Base had been deployed to either Iraq or Afghanistan, which caused there to be an above average vacancy rate for multifamily homes. From 2009 to 2011 there was an increase in the number of permits pulled, which was followed by a decrease in 2012. As illustrated in the table below there was a significant increase in the number of permits pulled between 2012 and 2013. The winter of 2013 and the colder than normal temperatures in January and February 2014, likely led to the lower than average number of permits pulled so far this year. The actual number of permits pulled in July 2014 is eight, which indicates that numbers this year may be lower than the last few years. If the number of permits pulled through July is annualized a total number of 20 permits would be projected to be pulled.

Multifamily Permits		
Year	No. Permits	Construction Cost
2007	145	$31,707,177
2008	61	$33,722,603
2009	73	$13,838,843
2010	82	$31,621,532
2011	97	$29,752,205
2012	67	$20,968,060
2013	92	$32,300,600
2014	13	$2,944,830
Permits through July 2014		

Commercial Permits

There is a significant increase in commercial construction from 2012 to 2013. As previously mentioned in this report, the driving factor behind the significant shift in growth was the announcement of Hemlock Semiconductor in late 2009. Ever since the announcement, Clarksville has continued to see new commercial development. This has occurred in the forms of new retail and strip shopping centers, restaurants, Publix Supermarket's and a number of new commercial uses. This trend in all probability will continue through this year due to the announcement of South Korean Tire Company, Hankook, constructing its first North American manufacturing plant. This is a significant boost to the Clarksville economy with Hankook estimating a total of 1,800 jobs by 2018. They will be producing roughly $65,000,000 in new tax revenue for the City of Clarksville and the State of Tennessee. Over the past ten years both commercial and industrial companies have invested over $1.8 Billion dollars into expanding their existing operations, which has led to over 2,000 new jobs created directly by the expansions. With the continued hard work of the Industrial Development Board and the construction of the future Hankook Tire Company, the appraiser believes that the immediate future should continue to see growth in all types of commercial and industrial development.

Commercial Permits		
Year	No. Permits	Construction Cost
2007	159	$97,368,618
2008	189	$97,414,226
2009	204	$46,918,776
2010	301	$92,813,881
2011	284	$61,426,402
2012	270	$112,756,677
2013	307	$144,071,738
2014	181	$45,228,214
Permits Through July 2014		

Summary of Clarksville Demographic Data: The city of Clarksville is a steadily growing community in the northwest section of Middle Tennessee. Over the past few years Clarksville/Montgomery County area has received national attention, being named by CNN Money as the 4th least expensive city in the nation to live, the 57th Best Place to Live in America by Money Magazine, and it was also ranked 38th in terms of being a family-friendly city. The community for the most part has sustained an annual population growth for over 30 years. Results from the 2010 census showed that Clarksville's population has grown approximately 28.5%. This is an average growth rate of 2.85% per year. The total population for the city of Clarksville as of the 2010 census is 132,929. The total population for Montgomery County is 172,331. The appraiser believes that all sectors of development will continue to experience growth; however, commercial and industrial have by far exceeded expectations and have been continually growing over the past few years. With over $1.6 billion in commercial and industrial expansion and the announcement of the future $800 million dollar Hankook Tire plant, the appraiser believes that more companies will look to our Industrial Park, creating more jobs and stimulating the overall economy in the area.

Neighborhood Data

General Description: The subject property is located in the downtown central business district of Clarksville, Tennessee with an address of 215 Legion Street. The neighborhood consists mainly of service/retail businesses, government offices, restaurants and some apartments. Austin Peay State University occupies the majority of property north of College Street from Second Street to Ninth Street. The properties surrounding the subject property are the Montgomery County Courthouse, Museum, Montgomery County Jail, a number of law offices and financial service offices.

Percentage Built-Up and Trend: The Central Business District of Clarksville was struck by a category three tornado in late January of 1999. A number of the older buildings along South Third and South Second were damaged beyond repair and were razed after the tornado. The Criminal Justice building has was constructed and the local courts and county offices moved in which has aided in the legal community. The subject property itself was reconstructed after the tornado. Local attorneys and local authorities have continued to commit to rebuilding the downtown area. Austin Peay State University is located along the outer edges of the central business district and has seen enrollment rise drastically over the past few years with the creation of the Hope Scholarship program created with the new state lottery. Enrollment at Austin Peay State University passed the 10,000 student benchmark in fall of 2009 with the highest enrollment over the past five years being 10,873 students in fall 2011. The five year average enrollment is 10,556 students. Recently an older building was purchased in the downtown area to expand the schools the Arts Museum with offices in mind as well. This new building that was purchased is located at 103 Strawberry Alley and it will more than likely feature an art gallery and museum for the university, but will have the potential for a number of uses. This property was purchased for $500,000 for the 15,000 sf of space, which equates to a $33.33 psf sales price. The lot size was 0.45 acres. Based on the value of the site the property was purchased for $25.51 for the underlying value of the land. This is one of the first steps of University in expanding outside of area North of College Street. A few years early a site was purchased from Cumberland Bank and Trust at the northwest corner of University and Main Street for parking expansion. A number of new apartments have been constructed with the largest being University Landing, which was completed at the corner of University Avenue and Franklin Street. With the continuing support and rebuilding effort the downtown area should continue with stable growth within the foreseeable future. The downtown central business district is 99% built up with very few vacant lots available. The majority that is vacant are parking lots which support the local trade and employment population of the downtown area.

Typical Improvements and Level of Maintenance: The typical improvements found within the Central Business District are a 100+/- year old masonry, two and three story buildings. The maintenance level of buildings is average to good. In the past 10 years a number of buildings were purchased and remodeled with the majority of the work done by attorneys for law offices. Due to the 1999 tornado and the following demolition of a number of the older buildings, a wave of new construction took place; however, over the last couple of years this renovation has slowed. Some buildings continue to be purchased and remodeled. The majority of attorneys that lost their buildings in the storm are the main force driven by this new construction at that time. There are a number of retail shops have opened that cater to the workers within the downtown area as well as a number of restaurants, bars and retail stores that cater to Students attending APSU. The most recent is Binks Department Store, located along Franklin Street, which sells high end clothing and outdoor apparel and accessories. The city has also undergone a number of improvements such as new sidewalks and lighting that has increased appeal for people visiting the area.

One of the largest is the redevelopment of Legion Street which is to be site of the new Arts Museum for Austin Peay State University (APSU). It appears that due to lack of available property adjoining the APSU campus is expanding outside of the current area considered to be north of College Street, east of North Second and South of Pettus Street. A number of new multi-family and apartment units have been started which has not been seen over the past ten years. This can be attributable to the new wave of increased population of APSU students. APSU, due to its rapid growth, is one of the main purchasers of properties surrounding the campus.

Transportation/Access: The subject property has an address of 215 Legion Street; however, the subject sits along four different roadways. These are Legion Street, N Second Street, Main Street and N 3rd Street in downtown Clarksville. Access in and around the downtown area would be considered average to good. The subject is located only a hundred yards from College Street (US Highway 79 Alternate), which provides access to Nashville to the southeast and Hopkinsville, Kentucky to the north. The interstate can also be accessed via Highway 41A and is roughly 5 miles east of the subject property. Access in and around this area would be considered above average.

This site is provided with access to a public transit system and all public utilities. The public transit building is located directly across Legion Street. In addition the new Criminal Court Building is located within one block.

Utilities: The downtown Clarksville Central Business District has access to all public utilities, including water, sewer, natural gas, electricity, and phone services. These utilities are available to the area in adequate quantities.

Conclusion: The subject is located in the downtown Central Business District of Clarksville, Tennessee. This area continues to see extensive revitalization at present time with a number of the older buildings being remodeled and a number of new office and apartments being completed near and around the University. Austin Peay State University is one of the main developers expanding at a rapid rate due to the increased number of student population over the past 10-years. There is limited new construction within the downtown central business district due to the lack of vacant building sites. With the rebuilding of new offices, growth of Austin Peay and the addition of the new apartments, and the commitment of the local authorities in revitalizing the downtown area, growth should be steady for the next 5 to 10 years.

Site Analysis

The general site description is outline as follows:

Size:	The subject is composed of one parcel which by new survey contains 40,776 square feet. (0.94 acres)
Site Dimensions	Please refer to the survey within the addenda of this report.
Road Frontage:	205.78 N Third Street 222.84 Legion Street 159.45 Second Street 100.27 Main Street
Shape:	Irregular
Access/Visibility:	Access would be considered good when compared to other tracts downtown. Visibility would be considered good due to being located along the corner of three major traffic corridors in downtown Clarksville.
Topography/Drainage:	Topography would be considered level. Drainage would be considered adequate.
Flood Plain:	The subject property is not located within a 100-year flood plain. See the attached flood map for additional supporting documentation.
Soil/Subsoil Conditions:	Assumed adequate
Easements/Encroachments:	No adverse easements or encroachments were noted.
Utilities:	The site is accessible to all customary municipal services and utility hookups to service the current use.

Conclusion: The subject property is one of the largest tracts within the downtown Central Business Hub that is not publically owned. The site has excellent access and visibility due to frontage along four streets with access to all.

Executive Summary

215 Legion St, Clarksville, Tennessee, 37040
Rings: 1, 3, 5 mile radii

Prepared by J Mark YoungMark Young
Latitude: 36.528257146
Longitude: -87.35846688

	1 mile	3 miles	5 miles
Population			
2000 Population	5,722	31,317	70,659
2010 Population	6,371	32,797	78,028
2013 Population	6,595	33,632	81,228
2018 Population	7,316	38,036	92,087
2000-2010 Annual Rate	1.08%	0.46%	1.00%
2010-2013 Annual Rate	1.07%	0.78%	1.24%
2013-2018 Annual Rate	2.10%	2.49%	2.54%
2013 Male Population	49.7%	48.8%	48.6%
2013 Female Population	50.3%	51.2%	51.4%
2013 Median Age	25.7	31.4	31.0

In the identified area, the current year population is 81,228. In 2010, the Census count in the area was 78,028. The rate of change since 2010 was 1.24% annually. The five-year projection for the population in the area is 92,087 representing a change of 2.54% annually from 2013 to 2018. Currently, the population is 48.6% male and 51.4% female.

Median Age

The median age in this area is 31.0, compared to U.S. median age of 37.3.

Race and Ethnicity			
2013 White Alone	54.8%	64.3%	67.4%
2013 Black Alone	38.6%	27.1%	22.8%
2013 American Indian/Alaska Native Alone	0.5%	0.6%	0.6%
2013 Asian Alone	0.9%	1.3%	1.8%
2013 Pacific Islander Alone	0.1%	0.2%	0.3%
2013 Other Race	1.5%	2.6%	2.7%
2013 Two or More Races	3.5%	4.0%	4.4%
2013 Hispanic Origin (Any Race)	5.4%	7.5%	8.6%

Persons of Hispanic origin represent 8.6% of the population in the identified area compared to 17.4% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 57.3 in the identified area, compared to 62.1 for the U.S. as a whole.

Households			
2000 Households	2,241	12,211	26,658
2010 Households	2,349	12,881	29,987
2013 Total Households	2,462	13,268	31,331
2018 Total Households	2,806	15,120	35,698
2000-2010 Annual Rate	0.47%	0.54%	1.18%
2010-2013 Annual Rate	1.46%	0.92%	1.36%
2013-2018 Annual Rate	2.65%	2.65%	2.64%
2013 Average Household Size	2.09	2.41	2.54

The household count in this area has changed from 29,987 in 2010 to 31,331 in the current year, a change of 1.36% annually. The five-year projection of households is 35,698, a change of 2.64% annually from the current year total. Average household size is currently 2.54, compared to 2.54 in the year 2010. The number of families in the current year is 20,661 in the specified area.

Data Note: Income is expressed in current dollars
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

September 11, 2014

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Executive Summary

215 Legion St, Clarksville, Tennessee, 37040
Rings: 1, 3, 5 mile radii

Prepared by J Mark YoungMark Young
Latitude: 36.528257146
Longitude: -87.35846688

	1 mile	3 miles	5 miles
Median Household Income			
2013 Median Household Income	$24,028	$35,181	$41,609
2018 Median Household Income	$27,677	$40,976	$50,218
2013-2018 Annual Rate	2.87%	3.10%	3.83%
Average Household Income			
2013 Average Household Income	$40,367	$49,096	$53,017
2018 Average Household Income	$48,539	$56,741	$60,305
2013-2018 Annual Rate	3.76%	2.94%	2.61%
Per Capita Income			
2013 Per Capita Income	$19,046	$20,374	$20,831
2018 Per Capita Income	$22,195	$23,478	$23,709
2013-2018 Annual Rate	3.11%	2.88%	2.62%

Households by Income

Current median household income is $41,609 in the area, compared to $51,314 for all U.S. households. Median household income is projected to be $50,218 in five years, compared to $59,580 for all U.S. households

Current average household income is $53,017 in this area, compared to $71,842 for all U.S households. Average household income is projected to be $60,305 in five years, compared to $83,667 for all U.S. households

Current per capita income is $20,831 in the area, compared to the U.S. per capita income of $27,567. The per capita income is projected to be $23,709 in five years, compared to $32,073 for all U.S. households

Housing			
2000 Total Housing Units	2,702	13,706	28,902
2000 Owner Occupied Housing Units	790	6,255	15,426
2000 Owner Occupied Housing Units	1,451	5,956	11,231
2000 Vacant Housing Units	461	1,495	2,245
2010 Total Housing Units	2,849	14,762	33,212
2010 Owner Occupied Housing Units	656	6,208	17,081
2010 Renter Occupied Housing Units	1,693	6,673	12,906
2010 Vacant Housing Units	500	1,881	3,225
2013 Total Housing Units	2,987	15,577	35,125
2013 Owner Occupied Housing Units	621	5,994	16,902
2013 Renter Occupied Housing Units	1,842	7,274	14,429
2013 Vacant Housing Units	525	2,309	3,794
2018 Total Housing Units	3,334	17,405	39,329
2018 Owner Occupied Housing Units	732	6,970	19,500
2018 Renter Occupied Housing Units	2,074	8,150	16,199
2018 Vacant Housing Units	528	2,285	3,631

Currently, 48.1% of the 35,125 housing units in the area are owner occupied; 41.1%, renter occupied; and 10.8% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 33,212 housing units in the area - 51.4% owner occupied, 38.9% renter occupied, and 9.7% vacant. The annual rate of change in housing units since 2010 is 2.52%. Median home value in the area is $138,179, compared to a median home value of $177,257 for the U.S. In five years, median value is projected to change by 4.00% annually to $168,090.

Data Note: Income is expressed in current dollars
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

September 11, 2014

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Description of Improvements

General Information

Building Name:	Bank of America Building
Building Type:	Class B Office Area and Storage/Basement Area
Number of Stories:	2 story commercial building with basement
Occupancy:	Vacant
Type of Construction:	Steel and Masonry "Class C" Construction due to the Steel Beams as well as poured concrete frame. See Marshall and Swift Description of Class C Quality Construction in Addenda of this report.
Year of Construction:	Tax data states that the frame was constructed in the 1972 however, there is a portion of the building was constructed in the 1950's. There has been limited updating within the past 20 years.
Effective Age:	20 years average maintenance
Gross Building Area:	The gross building area is 23,425 sf with that being a combination of 15,113 sf of office space and 8,312 sf basement area.

Exterior Description

Foundation:	The foundation consists of continuous reinforced concrete footing and the warehouse/manufacturing area consists of spread reinforced concrete footing

Structure/Exterior Walls:	Brick Masonry Exterior with reinforced concrete and steel frame "Class C" Construction Quality as per Marshall and Swift.
Roof Structure:	Bar joist/Rigid Frame
Drainage:	Aluminum gutters and down spouts provides adequate roof drainage. Drainage on roadway is provided by curbs and drop inlets.
Windows:	The windows consist of glass in aluminum glazed storefront framing.

Interior Description:

Interior Walls:	Interior walls in office area are drywall partitioned with some paneling on the interior walls.
Lighting:	There is fluorescent lighting within the office and conference room areas of the building.
Floor Covering:	The office areas have carpet and vct tile within the interior of office areas. Restrooms in office areas have tile floors.
Plumbing:	Adequate
HVAC:	Central heating and air within the office area
Elevators:	Yes for main building with old bank vault.

Comments: The subject property is in average condition with a number of partitions added over the years. The interior of the subject is open to the upstairs with office space lining the outsider perimeter. The building has vaults on all three levels but limited in contributing value if not used for a financial usage. They could be used for storage of documents. The upper and lower areas are accessed from Legion Street through foyer with elevator while the older office units are accessed by steps from Third Street and through hall way of Bank of America. The overall condition of the subject is average with limited updating.

Highest and Best Use

Highest and Best Use[5] is defined as:

> *The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criterions the highest and best use must meet are legally permissible, physically possible, financially feasible, and maximum profitability.*

Highest and Best Use Analysis of Property "As Vacant"

Highest and Best Use of Land or Site as though Vacant[6] is defined as:

> *"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."*

Legally Permissible: The legality criterion examined those uses of the subject property that are permitted by such elements as zoning, land use plans, environmental restrictions, deed restrictions, etc.

The CBD central business district, with complementary office and related uses, forms the center for commercial, financial, professional, governmental, and cultural activities. These regulations are intended to protect and upgrade the central business district for the performance of its primary functions. Uses are discouraged which do not require a central location that would create friction in the performance of functions which should be centralized. Pedestrian-oriented uses are encouraged, while uses related to automobiles and vehicular traffic are discouraged.

A number of uses would be legally permissible within this district that would serve the community such as professional, governmental offices, banks, hotels, personal and business services, retail usages and shops. Due to the sites location in the downtown central business district any of the aforementioned uses would be permissible. For allowable uses in this zoning please refer to the usage tables attached in the addenda of this report.

Physically Possible: A number of the aforementioned uses that conform to the downtown area would be feasible. The subject tract has frontage along a number of streets and incorporates almost the entire block with the exception of a small parcel at the northeast corner and northwest corner. Based upon the size, topography, access and road frontage there a number of uses which the property could be physically capable to achieve.

Financially Feasible: The financially feasible criterion examines those uses of the subject property which under condition similar to the present market would result in the highest levels of demand. This could be defined as the test of marketability.

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[5] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 93, Appraisal Institute, Chicago, IL
[6] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 93, Appraisal Institute, Chicago, IL

Based upon the conclusions stated within the legally permissible and physically possible uses, the subject site would be conducive to a variety of commercial development, which includes retail, professional office space or business service usage. In addition with the continued efforts of the of the City to revitalize the downtown area the use for a public park, events area is reasonable or financially feasible to revitalize the downtown Central Business District. This has been discussed over the past few months. Therefore, the appraiser concludes that various forms of commercial/governmental developmental uses could be accommodated on the subject property and would represent a financially feasible use due to surrounding land uses.

Maximum Profitability: The maximum profitability criterion examines those uses of the subject property, which having met the criterion of legal permissibility, physical possibility, and financial feasibility, can also meet the criterion of achieving maximum profitability. Generally, there are relatively few uses that filter through this final consideration. In the case of the subject property, those uses which meet the test of each criterion consist of commercial/Public/Civic development allowed by the central business district that would conform to the types of development in the general area.

Highest and Best Use Analysis of Property "As Improved"

Highest and Best Use of Property as Improved[7] is defined as follows:

> *"The use that should be made of a property as it exists or is proposed to exist. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one."*

Legally Permissible: A number of commercial uses are legally permissible under the CBD Central Business District Zoning. The subject property is currently the old Bank of America Building but vacant at this time. This type of use is allowable under the current zoning regulations as prepared by the Clarksville-Montgomery County Regional Planning Commission.

Physically Possible: The current usage is physically possible under the current zoning regulations. If the subject is purchased any use that is allowable under the current zoning regulations would be physically possible in the subject property.

Financially Feasible and Maximum Profitability: Property located in this area has been developed with a variety of uses. The appraiser believes that the subject property in its current use being small office lease space is not the highest and best use as it is not the most maximally productive use. The appraiser would like to note that the subject property is currently under option to be purchased, with no concrete plans yet. The prospective buyer is the Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN. Currently it has been concluded that in the properties current condition the lease rate would be somewhere in the $6.00 to $10.00 per square foot on gross terms. Obviously based on the value per square foot "as vacant" at $29.00 psf, this is not a maximally productive use. The expected market rental rates show that the current use would not be the maximally productive use due to the high prices in the CBD for vacant land, which is largely due to the high development density and demand for office space in the downtown central business district near the Courthouse/Criminal Justice Building. The price of the building at contract reflects this and the market rent that could be achieved would not support a higher market value as concluded for the underlying fee simple value "as is" in comparison to the site based on the value "as vacant". Any usage in the current state of repair/condition would be considered an interim use at this time. The highest and best use "as improved" for the subject property, would be to raze the property for other usage as determined within the highest and best use "as vacant". It is beyond the scope of this appraisal assignment to determine the cost to complete such a task but preliminary estimates to remove the building are approximately $195,000 which includes asbestos abatement. The appraiser believes that currently the use of the building "as is" would not be financially feasible and would also would not be one of the most maximally profitable uses of the subject property. I have completed a pro-forma which is retained within my work file to support these conclusions. With the upper GBA level generating say $8.00 per square foot with limited lease value if any to the basement, if the income were capped at a 12.00% cap rate the NOI would not support a value as high as concluded as the overall value of the property "as vacant" taking into consideration the cost to remove the existing structures. Therefore I feel the subjects Highest and Best Use is to purchase the property, raze the current improvements for

[7] The Dictionary of Real Estate Appraisal, Fifth Edition, page 94, Appraisal Institute, Chicago, IL

some type of other usage which is either public service/government use which may be for local downtown enhancement, governmental buildings and/or a combination of the two. I feel in addition this would be an enhancement to the overall community as the building as now is vacant with the parking roped off. The demolishing of the building would not only enhance the current property but would add to the surrounding development effort put forth by the City in the past. This would be one more step in revitalizing the downtown Central Business District which is within what I consider one of the maximally productive uses of the property.

Appraisal Process

Recognized appraisal practice generally valuates improved properties by the application of three traditional approaches to value described as follows:

1. **Sales Comparison Approach -** a comparison of the property appraised with reasonably similar, recently conveyed properties for which the price, terms, and conditions of sale are known.

2. **Income Capitalization Approach -** the processing of a projected net income into a valuation estimate via one or more capitalization techniques.

3. **Cost Approach -** an estimate of the replacement cost of all structural improvements as if new, less loss in value attributable to depreciation from all causes, plus the value of the land as if vacant.

The Sales Comparison Approach[8] is founded upon the principle of substitution which holds that the cost to acquire an equally desirable substitute property without undue delay ordinarily sets the upper limit of value. At any given time, prices paid for comparable properties are construed to reflect the value of the property appraised. The validity of a value indication derived by this approach is heavily dependent upon the availability of data on recent sales of properties similar in location, size, and utility when compared to the subject of the report. In the case of this appraisal the subject property is not a property typically seen in central business districts; therefore, a lack of quantifiable market data was available for similar properties. As previously mentioned, the appraiser discussed the unavailability of sales with the client who asked us to proceed with this appraisal. In my conclusions I have determined the Highest and Best use of the subject is to raze the current improvements. I have completed a Sales Comparison Approach of the subject "as vacant" and then deducted the cost of removal to arrive at the subject's current estimated market value "as is". A large amount of that data to arrive at that conclusion is retained within my work file. These conclusions contain a short pro-forma which supports the underlying value of the site "as vacant" exceeds the value of the subject currently "as improved". Therefore the only approach used in this analysis is the Sales Comparison Approach.

[8] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 175, Appraisal Institute, Chicago, IL

Cost Approach

The Cost Approach is a set of procedures through which a value indication is derived for the Fee Simple interest on a property by estimating the current cost to construct a reproduction of or replacement for the existing structure; deducting accrued depreciation from the reproduction or replacement cost; and adding the estimated land value plus an entrepreneurial profit. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.[9]

The Cost Approach is deemed not applicable due to the concluded Highest and Best Use.

[9] **The Dictionary of Real Estate Appraisal,** Fifth Edition, page 47, Appraisals Institute, Chicago, IL©2010

Sales Comparison Approach "Vacant Land"

As stated on the aforementioned page the first step of the Cost Approach is the estimate the market value of the subject site "as vacant" by finding sales of comparable properties and completing the Sales Comparison Approach. This sales comparison approach produces a value estimate by comparing similar properties which have recently sold or are currently under contract with all contingencies removed to the subject property. An estimate of the degree of comparability is made by comparing such value factors as location, construction, age and condition, utility, equipment, and marketability. Sold properties judged to be comparable tend to set a range in which the value of the subject will fall. The Sales Comparison Approach itself is founded in the economic principle of substitution, which is the appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution.[10] The sales on the following page are all located either in the subject's immediate market area or an area judged to be similar. These sales are analyzed and adjusted appropriately in the grid analysis which follows. Please refer to the analysis of each sale on the following page.

[10] The Dictionary of Real Estate Appraisal, 5th Edition,(Chicago 2010: The Appraisal Institute©, Page 190

Vacant Land Sales

LAND SALE NO. 1

1763 madison st

Property Identification

Property ID	13035
Property Type	Commercial Land
Address	1736 Madison Street
City, State Zip	Clarksville, Tennessee 37043
County	Montgomery
Tax ID	080B-B-023.00

Sale Data

Seller	Madison Street Commons, LLC
Buyer	DBI Properties, LLC
Sale Date	07-25-2013
Reference No.	1524/922
Property Rights	Fee Simple
Contract Price	$725,000
Adjustments $	$0
Adjusted Price	$725,000

Land Data

Land Size	0.97229 acres or 42,353 SF
Topography	Level
Zoning Code	C-2 General Commercial District
Site Description	

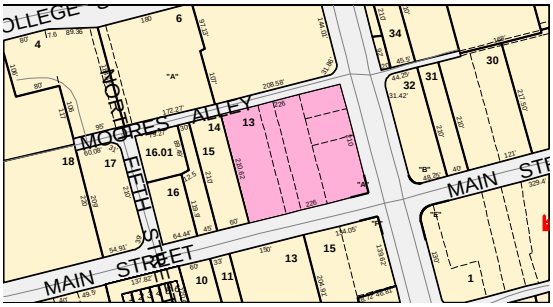
Indicators

Sale Price/Gross Acre	$745,662 per Acre
Sale Price/Gross SF	$17.12 per SF

Remarks

This represents the sale of an outlot of a Publix-anchored retail development located along the north side of Madison Street, just east of Haynes Street in Clarksville, Tennessee. The property was purchased for construction of an American Family Care facility.

LAND SALE NO. 2



428 Madison St

Property Identification

Property ID	12491
Property Type	Commercial Land
Address	N/W Corner University and Main
City, State Zip	Clarksville, Tennessee 37040
County	Montgomery
Tax ID	066F/A/013.00

Sale Data

Seller	Cumberland Bank & Trust
Buyer	State of Tennessee
Sale Date	08-23-2010
Reference No.	1352/300
Property Rights	Fee Simple
Contract Price	$640,000
Adjustments $	$0
Adjusted Price	$640,000

Land Data

Land Size	1.09715 acres or 47,792 SF
Topography	Level
Front Footage	87.00
Depth (Feet)	226.00
Utilities	All - Public
Shape	Rectangular
Access	Good
In Flood Plain?	No
Zoning Code	CBD Central Business District
Site Description	

Indicators

Sale Price/Gross Acre	$583,328 per Acre

Sale Price/Gross SF $13.39 per SF

Remarks

This property is located at the southwest corner of University Ave and Main Street. The site was vacant at the time of sale. The property has frontage on the two streets but no left out on University due to landscaping within median. The site was purchased to expand parking for the University. On the northern end of the property the subject is bordered by a one lane alley.

LAND SALE NO. 3

1321 5th Ave N Tax Map

Property Identification

Property ID	13741
Property Type	Commercial Land
Address	1321 5th Ave North
City, State Zip	Nashville, Tennessee 37028
County	Davidson
Tax ID	082-09-0-072, 074,073, 075

Sale Data

Seller	Germantown Partners LLC
Buyer	Germantown Commons of TN LLC
Sale Date	08-29-2013
Property Rights	Fee Simple
Contract Price	$925,000
Adjustments $	$0
Adjusted Price	$925,000

Land Data

Land Size	0.91000 acres or 39,640 SF
Topography	Level
Access	2 lane
Zoning Code	MULT
Site Description	

Indicators

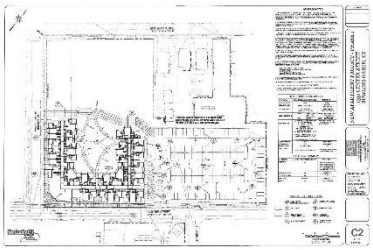
Sale Price/Gross Acre	$1,016,484 per Acre
Sale Price/Gross SF	$23.34 per SF

Remarks

The subject property located at 1321 5th Ave N in Nashville, TN sold for $925,000. This was a cash off market transaction. The seller was motivated to sell the property because they believed in the buyer's intention of creating the first Cohousing development in the State of Tennessee. This property is located in the Germantown District outside of the immediate downtown central business district of Nashville. The Germantown District is seen to be in growth/revitalization stage.

LAND SALE NO. 4

2014-02-Brookside Concept Plan
PUD



Approved DDP

Property Identification

Property ID	12480
Property Type	Commercial Land
Address	NWC Center Street and E. 13th Avenue
City, State Zip	Bowling Green, Kentucky 42101
County	Warren
Tax ID	Multiple Parcels

Sale Data

Seller	Multiple Sellers
Buyer	Campus Retail, LLC
Sale Date	11-13-2013
Reference No.	Multiple Deed Book & Pages
Property Rights	Leased Fee
Contract Price	$4,120,544
Adjustments $	$ 20,000
Adjusted Price	$4,140,544

Land Data

Land Size	5.07759 acres or 221,180 SF
Topography	Level to Sloping
Front Footage	564.26 The site has primary road frontage along the west side of Center Street and the east side of Kentucky Street.
Utilities	All Available
Shape	Rectangular
Access	Adequate
In Flood Plain?	No
Zoning Code	PUD/BE Planned Unit Development with Binding Elements

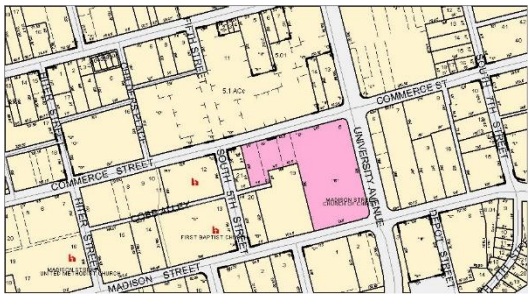
Site Description

Some of the lots contained vertical improvements but none were considered to have any contributory value. All of the vertical improvements will be demolished to accommodate the proposed use of this site. The estimated cost to demolish the existing improvements has been estimated at $20,000. This will be added to the acquisition price of this site.

Indicators

Sale Price/Gross Acre	$815,454 per Acre
Sale Price/Gross SF	$18.72 per SF

LAND SALE NO. 5



523 Madison St Tax Map

Property Identification

Property ID	13742
Property Type	Commercial Land
Address	523 Madison Street
City, State Zip	Clarksville, Tennessee 37040
County	Montgomery
Tax ID	066K-B-005.00

Sale Data

Seller	Madison Street Church of Christ
Buyer	Work Force Essentials Inc
Sale Date	06-29-2012
Reference No.	1453/231
Property Rights	Fee Simple
Contract Price	$1,500,000
Adjustments $	$0
Adjusted Price	$1,500,000

Land Data

Land Size	2.53446 acres or 110,401 SF
Topography	Rolling
Front Footage	240.00
Depth (Feet)	385.00
Utilities	All - Public
Shape	Irregular
Access	Good
In Flood Plain?	No
Zoning Code	CBD Central Business District
Site Description	

Indicators

Sale Price/Gross Acre	$591,843 per Acre
Sale Price/Gross SF	$13.59 per SF

Remarks

This property is located at the southwest corner of University Ave and Main Street. The site was purchased to construct the new Workforce Essentials building. The cost to remove the old church was over $105,000 but all site demolition which did not include any asbestos removal nor to feel the site level for future construction. (Morgan Construction) Workforce Essentials essentially used the site to construct a two story building and utilized the existing topography to construct a basement office area underneath the two story building. In addition there was $30,000 in asbestos abatement that was needed after the purchase as well. This was verified with Brad Martin of Lyly-Cook-Martin Architects.

LAND SALE NO. 6

210 College St Tax Map

Property Identification

Property ID	13746
Property Type	Commercial Land
Address	210 College Street
City, State Zip	Clarksville, Tennessee 37040
County	Montgomery
Tax ID	066-G/E/006.00

Sale Data

Seller	Harvey etal
Buyer	Don Mar Properties
Sale Date	06-27-2008
Reference No.	1236/2040
Property Rights	Fee Simple
Contract Price	$600,000
Adjustments $	$0
Adjusted Price	$600,000

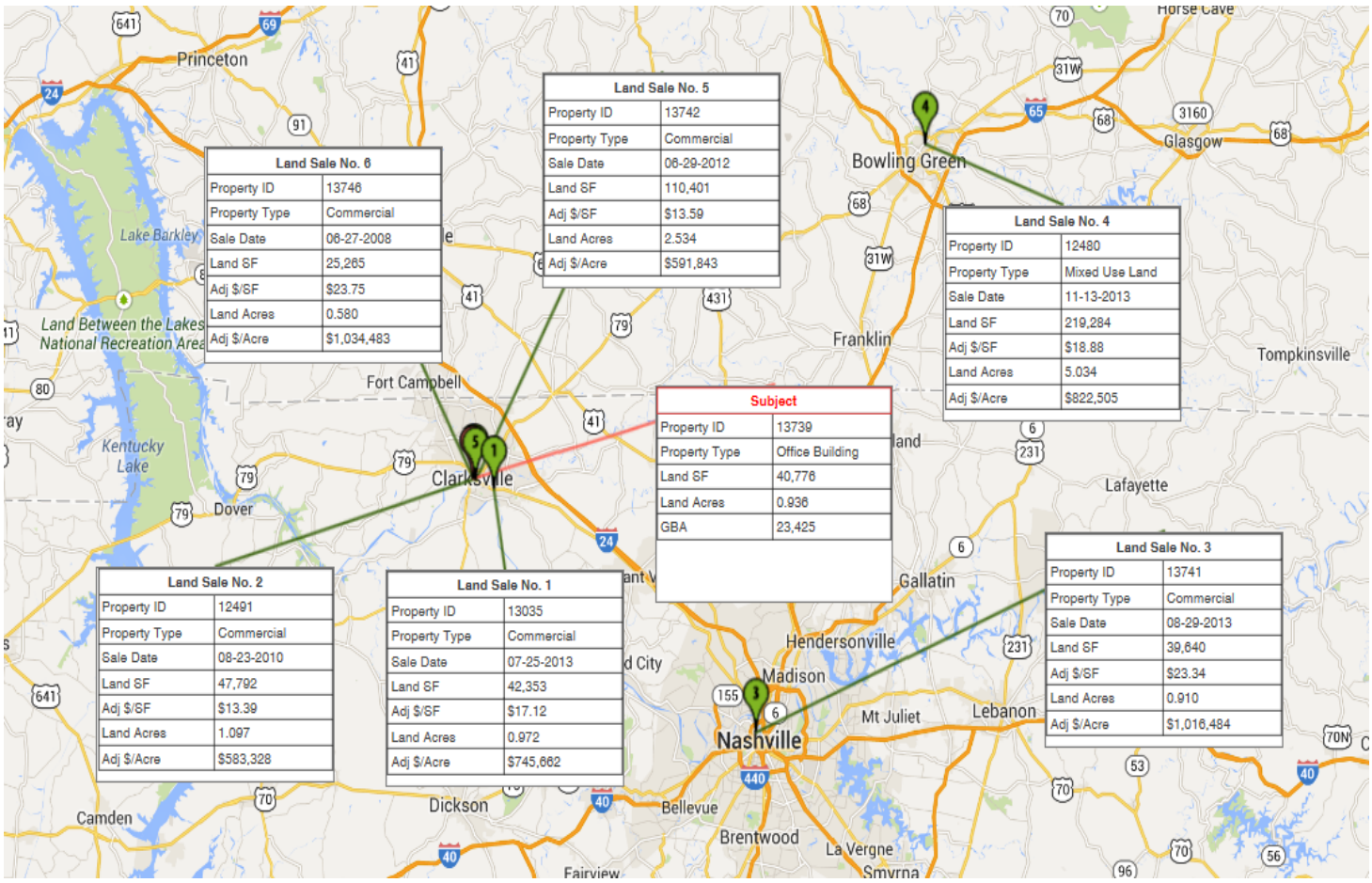
Land Data

Land Size	0.58000 acres or 25,265 SF
Topography	Level
Zoning Code	CBD General Commercial District
Site Description	

Indicators

Sale Price/Gross Acre	$1,034,483 per Acre
Sale Price/Gross SF	$23.75 per SF

Land Sale Map



Land Sale Adjustments

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Property Name	Bank of America						
Address	215 Legion Street	1736 Madison Street	N/W Corner University and Main	1321 5th Ave North	NWC Center Street and E. 13th Avenue	523 Madison Street	210 College Street
City	Clarksville	Clarksville	Clarksville	Nashville	Bowling Green	Clarksville	Clarksville
Land Area SF	40,776	42,353	47,792	39,640	219,284	110,401	25,265
Land Area in Acres	0.936	0.972	1.097	0.910	5.034	2.534	0.580
Ratio - Comp to Subject		1.04	1.17	0.97	5.38	2.71	0.62
Density (Units/Acre)					32.38		
Zoning		C-2	CBD	MULT	PUD/BE	CBD	CBD
Drainage				Good			
Flood Zone							
Utilities Description			All - Public		All Available	All - Public	
Usable Land Area (SF)	40,776	42,353	47,792	39,640	219,284	110,401	25,265
Shape	Irregular		Rectangular		Rectangular	Irregular	
Sale Price	N/A	$725,000	$640,000	$925,000	$4,140,544	$1,500,000	$600,000
Usable Land Area (SF)	40,776	42,353	47,792	39,640	219,284	110,401	25,265
Unadjusted Price/SF	N/A	$17.12	$13.39	$23.34	$18.79	$13.59	$23.75
Time Adjusted Price/SF	N/A	$17.46	$14.46	$23.81	$19.17	$14.13	$26.60
Adjusted Price/SF	N/A	$23.57	$20.97	$23.81	$23.00	$25.30	$29.26

Property Rights	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Terms/Financing	Cash Equiv.	Cash Equiv.	Cash Equiv.	Cash Equiv.	Cash Equiv.	Cash Equiv.
% Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Conditions of Sale	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Time/Market Conditions	Jul-13	Aug-10	Aug-13	Nov-13	Jun-12	Jun-08
% Adjustment	2.0%	8.0%	2.0%	2.0%	4.0%	12.0%
Time Adjusted Price/SF	$17.46	$14.46	$23.81	$19.17	$14.13	$26.60
Location/Access	Inferior	Inferior	Similar	Inferior	Inferior	Similar
% Adjustment	25.0%	25.0%	0.0%	20.0%	25.0%	0.0%
Zoning/Density	Similar	Similar	Similar	Similar	Inferior	Similar
% Adjustment	0.0%	0.0%	0.0%	0.0%	25.0%	0.0%
Togpgraphy	Inferior	Similar	Similar	Similar	Inferior	Similar
% Adjustment	10.0%	0.0%	0.0%	0.0%	20.0%	0.0%
Shape/Functional Utility	Similar	Inferior	Similar	Similar	Similar	Similar
% Adjustment	0.0%	20.0%	0.0%	0.0%	0.0%	0.0%
On site Improvements	Similar	Similar	Similar	Similar	Inferior	Inferior
% Adjustment	0.0%	0.0%	0.0%	0.0%	9.0%	10.0%
Total Adjustments						
Net % Adjustments	37.7%	56.6%	2.0%	22.4%	86.2%	23.2%
Net $ Adjustments	$6.45	$7.58	$0.47	$4.21	$11.71	$5.51
Total % Adjustments	37.7%	56.6%	2.0%	22.4%	86.2%	23.2%
Total $ Adjustments	$6.45	$7.58	$0.47	$4.21	$11.71	$5.51
Adjusted Price/SF	$23.57	$20.97	$23.81	$23.00	$25.30	$29.26

Adjusted Price Indications		Concluded Value
Minimum Adjusted Price / SF	$20.97	$29.00/SF
MaximumAdjusted Price / SF	$29.26	$1,182,504
Average Adjusted Price / SF	$24.32	**$1,185,000**
Median Adjusted Price / SF	$23.69	
Standard Deviation / SF	$2.55	

Land Value Conclusion		
Subject Site	40,776	Usable Land SF
Indicated Unit Value	$29.00	per SF
Indicated Value	$1,182,504	
Rounded	$1,185,000	

The Adjustment Process

The information verified in the sales data was identified and compared in an effort to discern the different characteristics between the comparable properties and the subject which affects value. Adjustments for those differences are made to the price of each comparable property to make the comparable equal to the subject as of the date of the appraisal.

There are six common elements of comparison that should typically be considered in the Sales Comparison Analysis for vacant land which is outlined and discussed below.

1. **Real Property Rights Conveyed:** The fee simple interest of the subject land is being appraised. All of the comparable sales are representative of fee simple conveyances; thus, no adjustment for real property rights is necessary.

2. **Financing Terms:** The consideration of one property may differ significantly from that of an identical property due to financing conditions. Below market financing must be identified and adjusted for in the sales data. Cash equivalency analysis is a procedure whereby comparable sales are adjusted for a typical financing based on market rates available for comparable properties at the time of sale. All of the sales analyzed herein were purchased on a cash basis, or its equivalency; therefore, no adjustments were required.

3. **Conditions of Sale:** Adjustments for conditions of sale typically reflect the motivation of buyers and sellers. To the best of my knowledge, all of the comparable sales involved arm's length transactions that sold without atypical motivations or sale conditions.

4. **Market Conditions/Date of Sale:** As market conditions change over time, an adjustment must be made for any fluctuations that have occurred. The best indications of changes in market conditions are reflected in sales and re-sales of the same property. In this analysis, no sales and re-sales of the same property were identified within this market area. In this instance, the appraiser was able to locate six sales of commercial sites in the downtown district or office/service professional locations. The appraiser has concluded that the downtown market around Austin Peay is growing but office/professional development is limited at best which may be due to the lack of available sites. The sales have a range of age

around 6+ years and I feel there has been some upward movement in the market conditions over that six years. That can be directly related to the growth of the Austin Peay enrollment. I have arrived at a 2% annual rate of growth in values which is based on rising rent/lease rates near the campus. I have also interviewed a number of investors within that market to arrive at that conclusion.

5. **Location:** Location adjustments reflect the increase or decrease in value attributable to a property's location. Factors which impact the desirability of an area include surrounding land uses, transportation arteries, accessibility/exposure, proximity to employment centers, and overall reputation. All six sales are located in commercial districts or locations I feel similar to the subject. Three of the sales have locations in what I considered are inferior due to location further away from the downtown central business district. These are sales #1 which is located further out Madison Street, sale #2 and #5 which are located two blocks to the east. As shown by sale #6 this is reasonable to conclude. Sale # 3 is located just outside of downtown Nashville in the Germantown District. This area is seeing a significant growth spurt and based on my appraising property in this sub-market I feel this location is similar. Sale # 4 is located in Bowling Green within close proximity to downtown and the Western Kentucky campus. I interviewed an appraiser in that market who is very familiar with the downtown Clarksville market and feels the locations are similar in terms of growth rates and demographic similarities. This site is much larger than the subject and has a multi-family zoning which I feel is inferior as compared to the commercial zoning. This property was purchased to construct new apartment complexes.

6. **Physical Characteristics:** This adjustment category includes areas of comparison such as potential use, size, shape, access, and visibility, frontage, corner location, topography, zoning and availability of utilities. After a review of the physical characteristics considered having the most impact on price/value, adjustments are considered necessary for size, access, visibility, topography, and corner influence. Sales #1 and #5 have topography which are less desirable. Sale #1 sits above the road grade and sale #5 has varying topography rising up from Madison Street north to Commerce Street. In addition sale #5 has an irregular shape where there is a portion of the site which is only 100 feet and depth and sits above Commerce Street. An adjustment for shape was deemed reasonable as well as this area has limited usage.

Based on the data all sales are considered in making a market value judgment. The property is a rectangular shaped parcel which has frontage on four public traffic corridors with access from all. Arguably it may be considered one the of the best privately owned held tracts in the downtown central business district based on topography, location and access points. Based on those thoughts and conclusions the subjects market value I feel is in the upper end of the range say $29.00 per square foot.

40,776/sf	x	$29.00	=	$1,182,504

Rounded Value: $1,185,000

One Million and Eighty Five Dollars and 00/100
$1,185,000

"As Vacant"

We note that the there is an older bank building located on the site. Two of the sales had older buildings located on the sites as well. The cost to move these buildings are not included in the price per square foot. For this appraisal it is assumed the buyer of the building assumes all responsibility in the cost of removal. This was the case in sale # 5 and sale #6. Sale #5 had a cost of removal at $135,000 or 9% of the sales price. Sale # 6 also had an older building where the adjustment to remove which was 10% of the sales price. (Morgan Construction) These movements were completed where the site could be utilized for the buyer's purposes. Expense to remove the old bank building must be taken into consideration but to how extensive of the cost is determined on what state of development the site is to be taken. Obviously if the site is to be grade level and compacted for a level site the cost to do so would exceed the cost of the sales #5 and #6.

The above value does not take into consideration the Cost of the demolition of the old bank building. Morgan Construction was contacted and different costs/expenses were provided. These expanded to getting the site grade level and just demolishing the older building. The above sales did not require any of this type of on site development after purchase. Mr. Morgan has stated that the cost to remove the building would be approximately $135,000 which does not include the cost of removal of the old BBB business bureau. It does not include the cost to abate the asbestos which is $60,000 (Morgan Construction). This does not include filling and compacting the subject site. Based on what I feel the market value of the subject is to reduce the current market concluded market value by the cost to demolish the building which as stated is estimated at $195,000. Therefore the subject's market value "as is value" is estimated at $1,000,000. (Rounded)

One Million Dollars…….$1,000,000 (rounded)

Income Capitalization Approach

The Income Capitalization Approach is a "set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into a market value estimate. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment and change in the value of the investment (direct method). Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate."[11] The method used to process the Income Capitalization Approach in this report is the Direct Capitalization Method, which will utilize market derived capitalization rates.

As noted within the Highest and Best Use analysis we completed an Income Approach within out development of the appraisal and our conclusions show that the projected NOI on the building in its current state of repairs would not support a concluded value higher than what was concluded within the market value of the subject "as vacant". The market rent rates were conclude to be between $6.00 to $10.00 per square foot with an overall vacancy and credit loss between 20% to 30% per year. Based on an expense ratio at 30% to 25% with limited lease value given to the basement our conclusions are well supported. This is based on a cap rate estimated at 12%.

[11] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 99, Appraisal Institute, Chicago, IL

Sales Comparison Approach

The Sales Comparison Approach is "a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have sold recently, applying the appropriate units of comparison and making adjustments to the sales price of the comparable based on the elements of comparison.[12]" The Sales Comparison Approach relies on the principle of substitution, which implies that a prudent person will no pay more to buy a property than it will cost to buy a comparable substitute property.

Due to the lack of market data the appraiser has not completed the Sales Comparison Approach "as improved." There has been one sale of a larger building within the last few months. This building was appraised by my firm. This building sold for $1,350,000 on March 12th 2014. This building was in much superior condition as the subject with lease income potential. The site was located downtown but not as large as the subjects. Offsite parking was needed. It would be unreasonable to try and use this building as a comparable for the subject property. If the Sales Comparison Approach were to be completed the appraiser believes that any results produced in that approach may be deemed unreliable.

[12] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 175, Appraisal Institute, Chicago, IL

Reconciliation

Reconciliation[13] is "*the last phase of any valuation assignment in which two or more value indications derived from market data are resolved into a final value estimate.*" The approaches to value processed in this report developed the following values:

Cost Approach	
"As Is"	N/A
Sales Comparison Approach	
"As Is"	$1,000,000
Income Capitalization Approach	
"As Is"	N/A

The only approach concluded to be reasonable is the Sales Comparison Approach conclusion of the subject based on it "as is" condition at its Highest and Best Use which is considered to be an alternative use. It has been concluded the subject's current improvements add no contributing value to the subjects currently and the highest and best use is to raze the building for alternative uses. Not saying that the subject could not be remodeled but it appears based on my inspection that this cost would exceed the overall value of the subject "as vacant" and therefore this is not probable as well. (see photos of GBA on North Third). Based on that thought the appraiser has provided a market value "as vacant" and reduced a reasonable estimate to get the site ready for future development.

After careful consideration of the value indications as reconciled by the Sales Comparison Approach a market value was concluded. It is my opinion that the "as is" market value as of August 14th 2014 is:

"As Is:"

One Million Dollars ($1,000,000)

[13] The Dictionary of Real Estate Appraisal, Fifth Edition, page 162, Appraisal Institute, Chicago, IL

Estimate of Marketing and Exposure Time

Based on interviews with local real estate brokers, the current level of activity in the Downtown Clarksville/Austin Peay sub-market, and the amount of available financing, the estimated marketing time and exposure time for the subject property is six to eighteen months. This is supported by estimates of marketing times for commercial properties throughout the Middle Tennessee area and the United States, as published by *Price Waterhouse Cooper Real Estate Investment Survey, Second Quarter 2014.*

The appraiser would like to also note that the subject's exposure time (time on market prior to acceptance of offer for the subject) was roughly 6 months as per Wayne Wilkinson who is the broker for this real estate transaction. This supports the times estimated for the subject property.

Definition of Exposure Time

Exposure Time[14] is defined as:

1. *"The time a property remains on the market.*

2. *The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at a market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market."*

The appraiser would like to note that the subject property has been listed for around six months prior to the effective date of this report as per Mr. John Hadley, the broker for the current purchase agreement.

Definition of Marketing Time

Marketing Time[15] is defined as:

> *"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)"*

[14] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 73, Appraisal Institute, Chicago, IL
[15] **The Dictionary of Real Estate Appraisal**, Fifth Edition, page 121, Appraisal Institute, Chicago, IL

Assumptions and Limiting Conditions

The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and Limiting Conditions as are set forth in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto; no does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.

3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore;

4. Any existing liens and encumbrances have been disregarded.

5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, the Appraiser for accuracy of such items furnished the Appraiser can assume no responsibility.

7. Disclosure of the contents of the appraisal report is governed by the By-Laws and Regulations of the professional appraisal organizations with which Joseph Mark Young is affiliated; specifically, the Tennessee Real Estate Appraiser's Board.

8. Possession of this report, or copies hereof, does not carry the right of publication nor may it be used for any purposes by any but the owner without the previous written consent of the Appraiser and, in any event, only with proper qualifications.

9. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of asbestos, urea-formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by the Appraiser; nor do I have any knowledge of the existence of such materials on or in the property. To the best or our knowledge**,** the presence of Radon or other gases has not been detected on this property or, if Radon or other gases have been detected, it has been determined that the level of Radon or other gases is considered safe according to the standards established by the Environmental Protection Agency. The Appraiser, however, is not qualified to detect such substances and does not make any guarantees or warranties that the property has been tested for the presence of asbestos, urea-formaldehyde foam insulation, Radon or any potentially hazardous waste or building material or gases or, if tested, that the tests were conducted pursuant to EPA approved procedures. The existence of any potentially hazardous waste or building material or gases may have an effect on the value of the property. The client is urged to retain an expert in this field if desired.

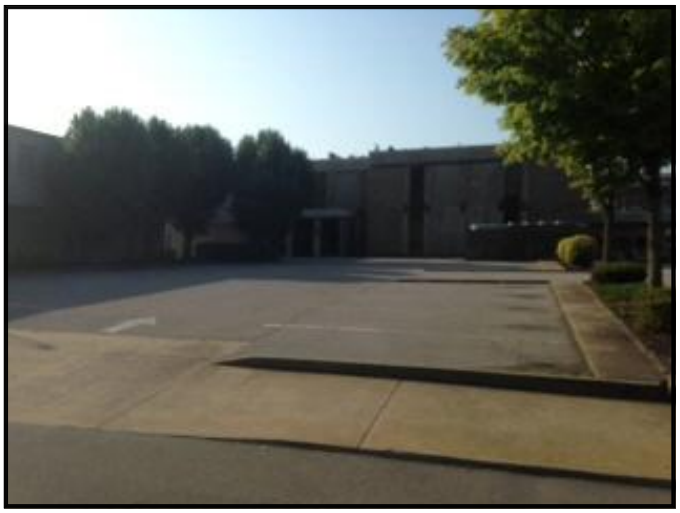
10. Competent ownership and management are assumed.

11. This appraisal is being completed on an "as is" value taking into consideration the cost to remove the building by Morgan Construction is correct. This contract was not provided to the appraiser. This is a hypothetical condition of this report.

Addenda

Subject Photograph Addendum

Borrower/Client	Alan Werner						
Property Address	215 Legion St						
City	Clarksville	County	Montgomery	State	TN	Zip Code	37040
Lender	Two Rivers Company						



View of subject and parking from Main St

View of parking along Main St and North 2nd St

View of North 2nd St at lighted intersection

View South along North 2nd St

View west along Legion St

View of subject and east along Legion St

Subject Photograph Addendum

Borrower/Client	Alan Werner						
Property Address	215 Legion St						
City	Clarksville	County	Montgomery	State	TN	Zip Code	37040
Lender	Two Rivers Company						

View west along Main St

View of subject from Legion St

View east along Main St

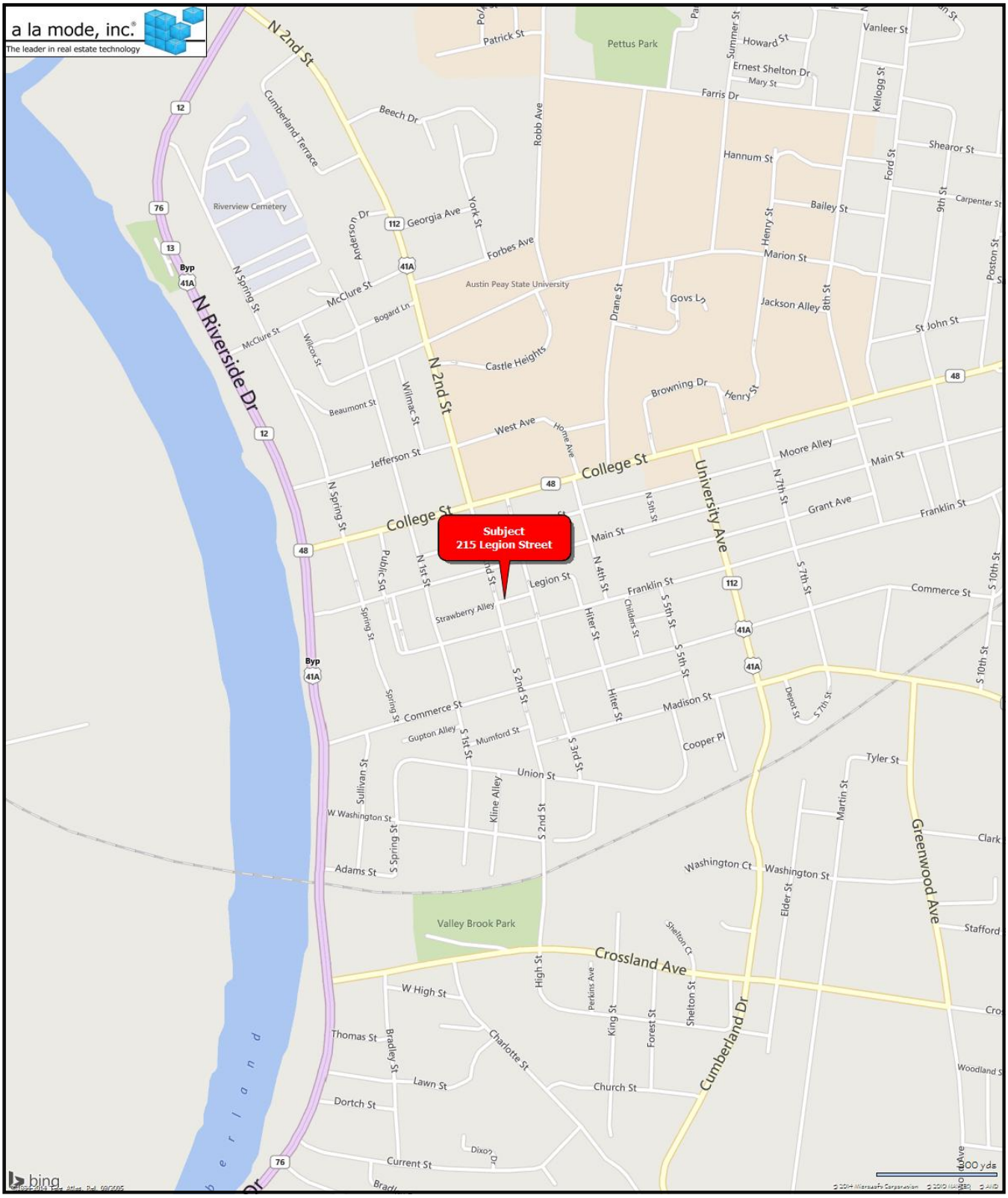
View south along North 3rd St

View of subject from North 3rd St

View of older portion of building along North 3rd St

Location Map

Borrower/Client	Alan Werner						
Property Address	215 Legion St						
City	Clarksville	County	Montgomery	State	TN	Zip Code	37040
Lender	Two Rivers Company						



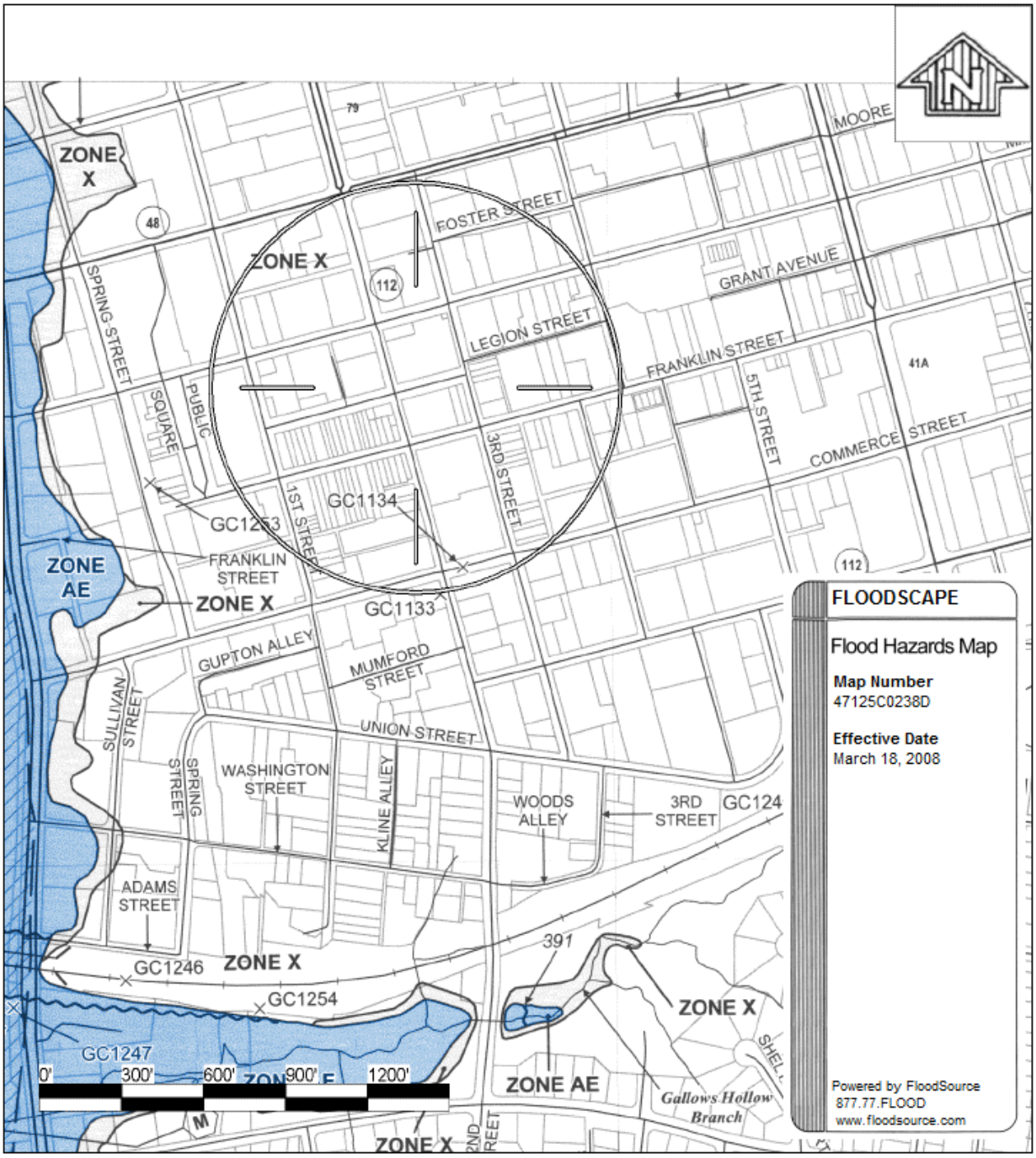
Flood Map

Borrower/Client	Alan Werner						
Property Address	215 Legion St						
City	Clarksville	County	Montgomery	State	TN	Zip Code	37040
Lender	Two Rivers Company						

InterFlood by a la mode
www.interflood.com • 1-800-252-6633

Prepared for:
Mark Young, Real Estate Appraisals

215 Legion Street
Clarksville, TN 37042



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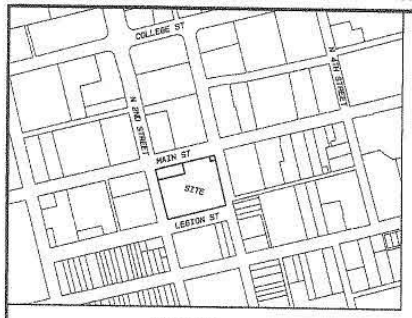
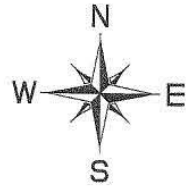
Survey

BOUNDARY SURVEY

OF THE
THE BETTER BUSINESS BUREAU
OF MIDDLE TENNESSEE, INC.
PROTERTY "TRACT 1"
THE
AMSOUTH BANK
PROPERTY "TRACT 2"
AND THE
ALAN WERNER
PROPERTY "TRACT 3"
DATE: JULY 22, 2014



VICINITY MAP
(NOT TO SCALE)



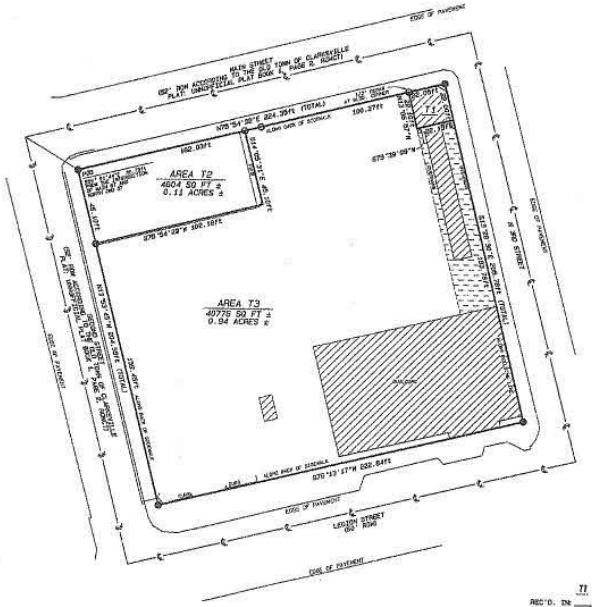
NORTH BASED ON
TENNESSEE STATE PLANE COORDINATES
N.A.D. 83
GRID NORTH

GRAPHIC SCALE 1"=30'
0 30 60 90

LEGEND

- BOUNDARY LINE
- ROADWAY CENTERLINE
- OVERHANG
- BUILDING
- MONUMENT FOUND (1/2" REBAR)
- MONUMENT SET

ROW= RIGHT OF WAY
POB= POINT OF BEGINNING



SURVEYOR'S NOTES:

1. TITLE COMMITMENT/ SEARCH WAS NOT FURNISHED AT TIME OF SURVEY, THEREFORE THIS SURVEY IS SUBJECT TO AN ACCURATE TITLE COMMITMENT/ SEARCH.

SETBACKS ARE AS PER ZONING, PROPERTY IS ZONED AS "CBD".

PROPERTY IS SUBJECT TO COVENANTS, EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD AND NOT OF RECORD.

THE SURVEYOR'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER, AND DOES NOT EXTEND TO ANY UNNAMED PERSONS OR ENTITIES WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR WHOSE NAME APPEARS HEREON.

THIS SURVEY DOES NOT ADDRESS THE EXISTENCE OR NON-EXISTENCE OF WETLANDS AREAS.

DISCLAIMER

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EASEMENT, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANY DISABLES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE (3) NO MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-800-351-1111.

The perimeter shown here is per a Survey made on the ground. There are no encroachments other than those shown, and the survey is correct to the best of my knowledge, belief and professional opinion.

This tract does not lay within a Special Flood Hazard Area of the Federal Emergency Management Agency according to the Flood Insurance Rate Map (47125C 0230D, Zone X) of the City of Clarksville, Montgomery County, Tennessee. Dated : March 16, 2006, unless otherwise noted on survey.

I Hereby certify that this is a Category-I survey, and that the Closure of the Unadjusted Traverse is better than 1:10,000.

Bearing and distance shown take precedence over scale.

7/25/14

W. LOGAN MOORAN TN RLS # 2067
DBS & Associates Engineering

T1	T2	T3
REC'D. IN: ROBERT	REC'D. IN: ROBERT	REC'D. IN: ROBERT
DBV. 045 PAGE 1312	DB 131 PAGE 364	DBV. 1286 PAGE 0690
STATE: TENNESSEE	STATE: TENNESSEE	STATE: TENNESSEE
COUNTY: MONTGOMERY	COUNTY: MONTGOMERY	COUNTY: MONTGOMERY
CIVIL DISTRICT: SETTLEMENT DIST.	CIVIL DISTRICT: SETTLEMENT CDD	CIVIL DISTRICT: SETTLEMENT CDD
CENSUS TRACT: 1.001	CENSUS TRACT: 1.002	CENSUS TRACT: 1.003
ADDRESS: 214 MAIN ST	ADDRESS: 108 N 2ND ST	ADDRESS: 215 LEGION ST
SCALE : 1"=30' DATE : 07-22-14	SCALE : 1"=30' DATE : 07-22-14	SCALE : 1"=30' DATE : 07-22-14
OWNER: THE BETTER BUSINESS BUREAU OF MIDDLE TENNESSEE, INC.	OWNER: AMSOUTH BANK	OWNER: ALAN WERNER
MAP: 0068 N PARCEL: 064.00	MAP: 0068 N PARCEL: 064.02	MAP: 0068 N PARCEL: 065.00
AREA: 4608 SQ. FT±	AREA: 4604 SQ. FT±	AREA: 40775 SQ. FT±
AREA: 0.11 ACRES±	AREA: 0.11 ACRES±	AREA: 0.94 ACRES±

DBS & Associates Engineering
330 North Second Street
P.O. Box 949
Clarksville, TN 37041-0949
Phone (931) 647-5229 Fax (931) 647-7125
www.dbsengr.com
Engineers • Surveyors • Planners

BOUNDARY AND TOPOGRAPHIC SURVEY
OF THE
THE BETTER BUSINESS BUREAU OF MIDDLE TENNESSEE, INC.,
AMSOUTH BANK,
AND ALAN WERNER PROPERTY

APPROVED FOR DISTRIBUTION
QUALITY ASSURANCE AUTHORITY SIGNATURE DATE

REV.	DATE	DESCRIPTION			

Printed: July 25, 2014 12:02:03 PM
S:\1050SM (BANK OF AMERICA) \BANK OF AMERICA BOUNDARY.DWG

Form SCNLTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Tax Card - Page 1

066G	H	002.00	000		1 of 2	COMMERCIAL
CMap	Group	Parcel	PI_SI	FutureYear	CARD	**Montgomery County**

CLARKSVILLE, 37040

	Total Card /	Total Parcel
APPRAISED:	1,061,400/	1,099,400
USE VALUE:	1,061,400/	1,099,400
ASSESSED:	424,560/	439,760

PROPERTY LOCATION

No	Alt No	Direction/Street
215		LEGION ST

OWNERSHIP

Unit #:

Owner 1:	WERNER ALAN	F
Owner 2:		
Owner 3:		
Street 1:	3981 TROUGH SPRINGS RD	
Street 2:		
Twn/City:	ADAMS	
St/Prov:	TN	Cntry:
Own Occ:		
Postal:	37010	Type: COMMER

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	Cntry:
Postal:	

NARRATIVE DESCRIPTION

This parcel contains 1. AC of land mainly classified as COMMERCIAL with a BANK BRANCH Building built about 1972, having primarily COMMON BRICK Exterior and 20583 Square Feet, with 1 Unit.

MOBILE HOME

Make	Model	Year Blt	Serial #	Color

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z	CBD	CENTRAL B	100	water	1	Public
o				Sewer	1	Public
n				Electri	1	Public
Census:				Exmpt		
Flood Haz:						
D	135	CLARKSVILLE	100	Topo	1	Rolling
s				Street	3	PAVED
t				Gas:	1	Public

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
CO	1.000	773,000	9,500	278,900	1,061,400
Total Card	1.000	773,000	9,500	278,900	1,061,400
Total Parcel	1.000	811,000	9,500	278,900	1,099,400

Source: Market Adj Cost | Total Value per SQ unit /Card: 51.57 | /Parcel: 45.19

Legal Description

Entered Lot Size
Total Land: 1
Land Unit Type: AC

User Acct
GIS Ref
GIS Ref
Insp Date

Patriot Properties Inc.

PREVIOUS ASSESSMENT

Parcel ID 066G H 002.00 000

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2013	CO	FV	601,595	24905	.	399,300	1,025,800	410,320	Year End Roll	10/24/2013
2012	CO	FV	601,595	24905	.	399,300	1,025,800	410,320		12/5/2008
2011	CO	FV	601,595	24905	.	399,300	1,025,800	410,320		1/1/2011
2010	CO	FV	601,595	24905	.	399,300	1,025,800	410,320		1/1/2010
2009	CO	FV	601,595	24905	.	399,300	1,025,800	410,320		1/1/2009
2008	CO	FV	595,870	19530	.	399,300	1,014,700	405,880		1/1/2008
2007	CO	FV	1,842,070	19530	.	399,300	2,260,900	904,360		1/1/2007
2006	CO	FV	1,842,070	19530	.	399,300	2,260,900	904,360		1/1/2006

!44807!

PRINT	
Date	Time
08/28/14	08:31:07
LAST REV	
Date	Time
03/25/14	12:54:05
steve	
44807	

TRANSFER INFORMATION

TAX DISTRICT: 135 - CLARKSVILLE

PAT ACCT.

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
	V1235-1899	NAL	6/20/2008	DISQUALIFIED	500,000	No	No		
	V1225-1384		3/25/2008			Yes	No		
	V1195-2198		7/19/2007			Yes	No		
	V999-2737	FIN	10/1/2004	DISQUALIFIED	1,248,500	No	No		
	V1020-1517		10/1/2004			Yes	No		
	168-107		9/25/1964			Yes	No		
	168-101		9/25/1964			Yes	No		
	143-401		10/1/1962			Yes	No		

USER DEFINED

IDB/Mobile	
Area/Proxim	CB DEV DI
Tax Freeze:	
Income:	
Special Dep	
NonProrate:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	066G
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	
CivilDistrict:	12
Ratio:	40%

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
4/15/2010		Staf	STAFF
12/5/2008		Staf	STAFF
12/5/2008		07	KAYLA C
5/1/2008		02	ROY M
5/1/2008		02	ROY M
12/22/2004		05	DAVE W
11/8/1989		11	

Sign: VERIFICATION OF VISIT NOT DATA ___/___/___

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Influ 1 Code:	%	Influ 2 Code:	%	Influ 3 Code:	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
CO	COMMERCIA		1		ACRE	COMMERCIAL			0 222,171.	1.26	D51									278,869				61		278,900	222.63X184.18XIRR

Total AC/HA: 1.00000 | Total SF/SM: 43560 | Parcel LUC: CO COMMERCIAL | Prime NB Desc NBC D51 | Total: 278,869 | Spl Credit | Total: 278,900

Disclaimer: This Information is believed to be correct but is subject to change and is not warranteed. Database: AssessPro - MontgomeryLive kelsey 2014

PDF created with pdfFactory trial version www.pdffactory.com

Tax Card - Page 2

EXTERIOR INFORMATION

Type:	CB2 - BANK BRANCH
Sty Ht:	2.0 - 2.0 Stories
(Liv) Units:	1 Total: 2
Foundation:	02 - CONT FOOTING
Frame:	05 - RIGID FRAME
Prime Wall:	11 - COMMON BRICK
Sec Wall:	%
Roof Struct:	05 - BARJOIST/RIG
Roof Cover:	10 - BUILT-UP COM
Color:	
View / Desir:	

GENERAL INFORMATION

Grade:	01 - AVERAGE
Year Blt:	1972 Eff Yr Blt: 1972
Alt LUC:	Alt %:
Jurisdict:	Fact: .
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg Ht/FL:	
Prim Int Wal	07 - DRYWALL
Sec Int Wall:	%
Partition:	P060 - PartFac 0.60
Prim Floors:	11 - CARPET COMBO
Sec Floors:	%
Bsmnt Flr:	
Subfloor:	04 - WOOD W/ SUB
Bsmnt Gar:	
Electric:	03 - AVERAGE
Insulation:	03 - AVERAGE
Int vs Ext:	
Heat Fuel:	03 - AVERAGE
Heat Type:	08 - HEAT/COOL PK
# Heat Sys:	
% Heated:	% AC:
Solar HW:	NO Central Vac: NO
% Com Wal	% Sprinkled

BATH FEATURES

Full Bath		Rating:	
A Bath:		Rating:	
3/4 Bath:		Rating:	
A 3QBth		Rating:	
1/2 Bath:		Rating:	
A HBth:		Rating:	
OthrFix:	12	Rating:	AVERAGE

OTHER FEATURES

Kits:	Rating:
A Kits:	Rating:
Frpl:	Rating:
WSFlue:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

DEPRECIATION

Phys Cond:	AV - AVERAGE	47.	%
Functional:	FUNC - FNCTNL	25.	%
Economic:			%
Special:			%
Override:			%
Total:		72.2	%

CALC SUMMARY

Basic $ / SQ:	114.36
Size Adj.:	0.87696403
Const Adj.:	1.65791333
Adj $ / SQ:	166.271
Other Features:	7200
Grade Factor:	1.00
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	2780409
Depreciation:	2007455
Depreciated Total:	772954

COMMENTS

CBID-CBD BANK OF AMERICA;66G-H-3 COMBINED T-03;PCL SZ INC W/ADD 66G-H -39 T-05;ERIC BITTNER LAW FIRM;CHG IMP TYPE T-08;25% FUNC 4 NOT MEET CODE 4 OFFICE SPACE T-08;SWD V1235-1899;GARY J HODGES ATTORNEY;. .

RESIDENTIAL GRID

1st Res Grid	Desc: Summary										# Units 1
Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												
Totals	RMs: 0		BRs: 0			Baths:				HB		

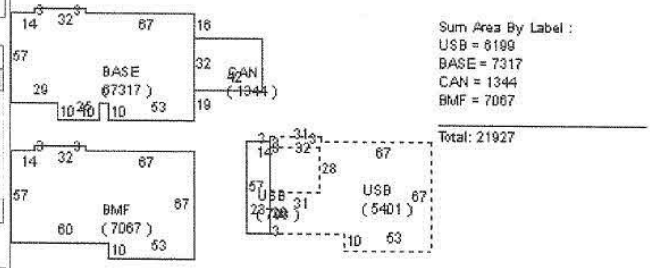
REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
1			All
Totals			
1			

SKETCH



SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
BASE	BASE	7,317	166.270	1,216,608
BMF	BSMT FINSHD	7,067	66.510	470,016
USB	UPPRSTRYBASE	6,199	166.270	1,030,717
CAN	CANOPY 10-39	1,344	41.570	55,867

Net Sketched Area:	21,927			Total:	2,773,208
Size Ad	20583	Gross Area	21927	FinArea	20583

SUB AREA DETAIL

Sub Area	% Usbl	Descrip	% Type	Qu	# Ten

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

WtAv$/SQ:		AvRate:	Ind.Val
Juris. Factor:		Before Depr:	166.27
Special Features:		Val/Su Net:	
Final Total:		Val/Su SzAd	

IMAGE

AssessPro Patriot Properties, Inc

PARCEL ID 066G H 002.00 000

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value
X410	MONEY VAULT	D	Y	1	19X30	A	AV	1972	67.89	T	84	CO			6,200			6,200
X030	ASPH PAVNG	D	Y	1	13530	A	AV	1972	1.96	T	90	CO			2,700			2,700
X030	ASPH PAVNG	D	Y	1	2925	A	AV	1975	1.99	T	90	CO			600			600

More: N	Total Yard Items:	9,500	Total Special Featues:	Total: 9,500

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Tax Card - Page 3

066G	H	002.00	000		2 of 2	COMMERCIAL
CMap	Group	Parcel	PI_SI	FutureYear	CARD	

Montgomery County
CLARKSVILLE, 37040

	Total Card /	Total Parcel
APPRAISED:	38,000/	1,099,400
USE VALUE:	38,000/	1,099,400
ASSESSED:	15,200/	439,760

PROPERTY LOCATION

No	Alt No	Direction/Street
215		LEGION ST

OWNERSHIP

Unit #:

Owner 1:	WERNER ALAN	F
Owner 2:		
Owner 3:		
Street 1:	3981 TROUGH SPRINGS RD	
Street 2:		
Twn/City:	ADAMS	
St/Prov:	TN	Cntry
Postal:	37010	Own Occ:
		Type: COMMER

PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Twn/City:	
St/Prov:	Cntry
Postal:	

NARRATIVE DESCRIPTION

This parcel contains 1. AC of land mainly classified as COMMERCIAL with a GEN OFFICE Building built about 1956, having primarily COMMON BRICK Exterior and 3748 Square Feet, with 1 Unit.

MOBILE HOME

Make	Model	Year Blt	Serial #	Color

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z	CBD	CENTRAL B	100	water	1	Public
o				Sewer	1	Public
n				Electri	1	Public
Census:				Exmpt		
Flood Haz:						
D	135	CLARKSVILLE	100	Topo	1	Rolling
s				Street	3	PAVED
t				Gas:	1	Public

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
CO	0.000	38,000			38,000
Total Card	0.000	38,000			38,000
Total Parcel	1.000	811,000	9,500	278,900	1,099,400

Source: Market Adj Cost | Total Value per SQ unit /Card: 10.14 | /Parcel: 45.19

Legal Description

Entered Lot Size
Total Land: 1
Land Unit Type: LOT

User Acct
GIS Ref
GIS Ref
Insp Date

PREVIOUS ASSESSMENT

Parcel ID 066G H 002.00 000

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date

!44807!

PRINT

Date	Time
08/28/14	08:31:13

LAST REV

Date	Time
06/24/12	08:29:27

TRANSFER INFORMATION

TAX DISTRICT: 135 - CLARKSVILLE

PAT ACCT. 44807

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment

ACTIVITY INFORMATION

Date	Result	By	Name

Sign: VERIFICATION OF VISIT NOT DATA ___/___/___

USER DEFINED

IDB/Mobile	
Area/Proxim	CB DEV DI
Tax Freeze:	
Income:	
Special Dep	
NonProrate:	
Prior Id # 1:	
Prior Id # 2:	
Prior Id # 3:	
ASR Map:	066G
Fact Dist:	
Reval Dist:	
Year:	
LandReason:	
BldReason:	
CivilDistrict:	12
Ratio:	40%

LAND SECTION (First 7 lines only)

Use Code	Description	LUC Fact	No of Units	Depth / PriceUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh	Neigh Influ	Neigh Mod	Influ 1 Code:	%	Influ 2 Code:	%	Influ 3 Code:	%	Appraised Value	Alt Class	%	Spec Land	J Code	Fact	Use Value	Notes
CO	COMMERCIA		0		LOT	NO LAND		0	0.	0.00	D51																No Land

Total AC/HA: 0.00000 | Total SF/SM: 0 | Parcel LUC: CO COMMERCIAL | Prime NB Desc NBC D51 | Total: | Spl Credit | Total:

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted. Database: AssessPro - MontgomeryLive kelsey 2014

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Tax Card - Page 4

EXTERIOR INFORMATION

Type:	CO1 - GEN OFFICE
Sty Ht:	2.0 - 2.0 Stories
(Liv) Units:	1 Total: 2
Foundation:	02 - CONT FOOTING
Frame:	05 - RIGID FRAME
Prime Wall:	11 - COMMON BRICK
Sec Wall:	%
Roof Struct:	05 - BARJOIST/RIG
Roof Cover:	10 - BUILT-UP COM
Color:	
View / Desir:	

GENERAL INFORMATION

Grade:	01 - AVERAGE
Year Blt:	1956 Eff Yr Blt: 1956
Alt LUC:	Alt %:
Jurisdict:	Fact:
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg Ht/FL:	
Prim Int Wal	07 - DRYWALL
Sec Int Wall:	%
Partition:	P060 - PartFac 0.60
Prim Floors:	11 - CARPET COMBO
Sec Floors:	%
Bsmnt Flr:	
Subfloor:	01 - SLAB ON GRAD
Bsmnt Gar:	
Electric:	03 - AVERAGE
Insulation:	03 - AVERAGE
Int vs Ext:	
Heat Fuel:	03 - AVERAGE
Heat Type:	08 - HEAT/COOL PK
# Heat Sys:	
% Heated:	% AC:
Solar HW:	NO Central Vac: NO
% Com Wal	% Sprinkled

BATH FEATURES

Full Bath		Rating:	
A Bath:		Rating:	
3/4 Bath:		Rating:	
A 3QBth		Rating:	
1/2 Bath:		Rating:	
A HBth:		Rating:	
OthrFix:	6	Rating:	AVERAGE

OTHER FEATURES

Kits:		Rating:	
A Kits:		Rating:	
Frpl:		Rating:	
WSFlue:		Rating:	

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

DEPRECIATION

Phys Cond:	AV - AVERAGE	65.	%
Functional:	FUNC - FNCTNL	25.	%
Economic:			%
Special:			%
Override:			%
Total:		90	%

CALC SUMMARY

Basic $ / SQ:	56.82
Size Adj.:	0.99807900
Const Adj.:	1.59414756
Adj $ / SQ:	90.405
Other Features:	3600
Grade Factor:	1.00
Neighborhood Inf:	1.00000000
LUC Factor:	1.00
Adj Total:	380048
Depreciation:	342044
Depreciated Total:	38005

COMMENTS

CBID-CBD CHG IMP TYPE T-08;ADD 25% FUNC 4 NARROW WIDTH T-08. .

RESIDENTIAL GRID

1st Res Grid	Desc:	Summary	# Units	1

Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O
Other												
Upper												
Lvl 2												
Lvl 1												
Lower												
Totals	RMs: 0		BRs: 0		Baths:					HB		

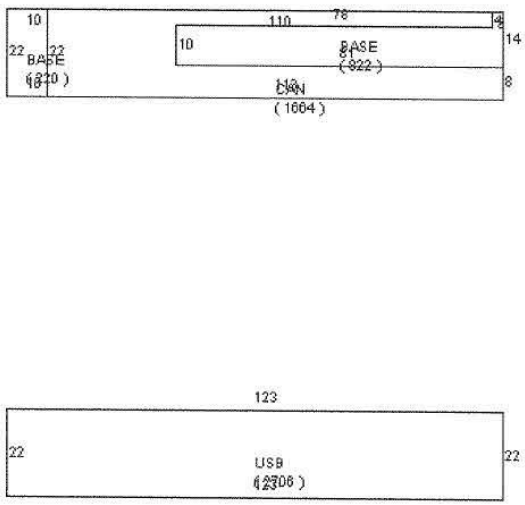
REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
1			All
Totals			
1			

SKETCH



COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

WtAv$/SQ:		AvRate:	Ind.Val
Juris. Factor:		Before Depr:	90.41
Special Features:		Val/Su Net:	
Final Total:		Val/Su SzAd	

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
USB	UPPRSTRYBASE	2,706	90.410	244,637
CAN	CANOPY 10-39	1,664	22.600	37,609
BASE	BASE	1,042	90.410	94,202

Net Sketched Area:	5,412			Total:	376,448
Size Ad	3748	Gross Area	5412	FinArea	3748

SUB AREA DETAIL

Sub Area	% Usbl	Descrip	% Type	Qu	# Ten

IMAGE

AssessPro Patriot Properties, Inc

SPEC FEATURES/YARD ITEMS

Code	Description	A	Y/S	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod	JFact	Juris. Value

PARCEL ID 066G H 002.00 000

More: N	Total Yard Items:	Total Special Featues:

Total:

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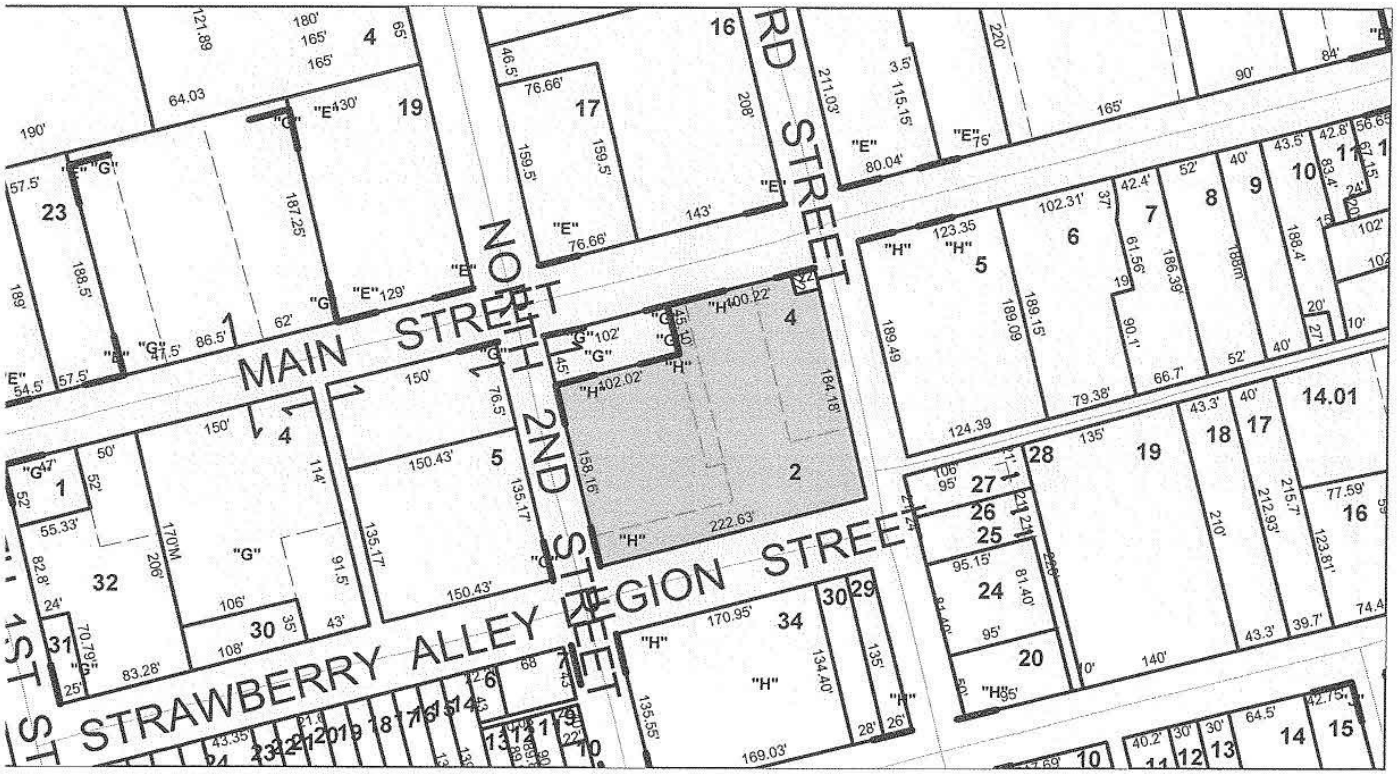
Form SCNLTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Tax Map


MAIN STREET
NORTH 2ND STREET
STRAWBERRY ALLEY
LEGION STREET
RD STREET

Deed - Page 1

Connie W. Bell, Register
Montgomery County Tennessee

Rec #:	172188	Instrument #:	788845
Rec'd:	20.00	Recorded	
State:	1850.00	6/23/2008 at 1:27 PM	
Clerk:	1.00	in Volume	
EDP:	2.00	1235	
Total:	1873.00	Pgs 1899-1902	

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§
COUNTY OF MONTGOMERY §

First States Investors TRS, L.P., a Delaware limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto **Alan Werner, an individual** ("Grantee"), in fee simple, Grantee's successors and assigns, that certain land located in **Montgomery** County, Tennessee, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to the Permitted Exceptions set forth in Exhibit B hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns [heirs, executors, administrators, personal representatives and assigns] forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns [heirs, executors, administrators, personal representatives and assigns], against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

By acceptance of this Special Warranty Deed, Grantee agrees to and accepts all of the foregoing matters.

IN WITNESS WHEREOF, GRANTOR, has caused this Special Warranty Deed to be executed on the 20 day of June, 2008.

Form SCNLTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Deed - Page 2

ATTEST:

Prepared By

First States Investors TRS, L.P.,
a Delaware limited partnership

By: First States Investors TRS GP, LLC

a Delaware limited liability company
Its general partner

By: _____
Name: ~~Robert Foley~~ John Roche
Title: Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, Allan B. Rothschild, a Notary Public in and for the State and County duly commissioned and qualified, Robert Foley, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of the Grantor, First States Investors TRS, L.P., a Delaware limited partnership and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 10th day of June, 2008.

_____
Notary Public

My Commission Expires:

Notarial Seal

ALLAN B. ROTHSCHILD
Notary Public - State of New York
No. 02RO6127666
Qualified in New York County
My Comm. Expires May 31, 2009

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Deed - Page 3

EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description

Surveyor's Legal

A tract or parcel of land located in the 12th Civil District, Montgomery County, Tennessee and being more particularly described as follows:

Being at a ½ inch rebar found on the Southeasterly right-of-way margin of Main Street and being the Northwest corner of The Better Business Bureau of Middle Tennessee, Inc., (Book 941, Page 1312, Montgomery County Register's Office); thence South 21°18'20" East along the West boundary of The Better Business Bureau of Middle Tennessee, Inc. a distance of 22.10 feet; thence North 67°35'50" East along the South boundary of The Better Business Bureau of Middle Tennessee, Inc. a distance of 22.20 feet to the West right-of-way margin of North Third Street; thence South 21°42'34" East along the West right-of-way margin of North Third Street a distance of 184.18 feet to the North right-of-way of Legion Street; thence South 68°36'08" West along the North right-of-way of Legion Street a distance of 222.63 feet to the East right-of-way of North Second Street; thence North 22°10'56" West along the East right-of-way of North Second Street a distance of 158.16 feet to a ½ inch rebar found; thence leaving North Second Street North 67°51'10" East a distance of 102.02 feet; thence North 22°08'50" West a distance 45.10 feet to a ½ inch rebar found on the South right-of-way margin of Main Street; thence North 67°51'10" East along the South right-of-way margin of Main Street a distance of 100.22 feet to the Point of Beginning, having an area of 40,658.5 square feet, (0.933 acres).

Being the same property conveyed to First Sates Investors TRS, L.P. by deed of record in Book 1225, Page, 1384 Register's Office of Montgomery County, Tennessee.

Form SCNLTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Deed - Page 4

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. The lien of current taxes and assessments not yet due and payable.
2. Special taxes and assessments becoming a lien on or after the date hereof.
3. The state of facts shown on an accurate survey of the property, but only to the extent valid and enforceable.
4. All matters of record, but only to the extent valid and enforceable

STATE OF TENNESSEE)
)
COUNTY OF MONTGOMERY)

I or we hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater is $500,000.00, which amount is equal to or greater than the amount with the property would command at a fair voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this [illegible] day of June, 2008.

Notary Public

My Commission Expires: 10-13-08

STEVEN T. ATKINS
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

Form SCNLTR — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Option Agreement - Page 1

OPTION AGREEMENT

This Option Agreement, made and entered into as of the 1st day of June , 2014, by and between Dr. Alan Werner (hereinafter referred to as "Seller"), and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, (hereinafter referred to as "Purchaser").

WHEREAS, the Seller is the owner of certain property located in Clarksville, Montgomery County , Tennessee, and more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser wishes to secure an option to purchase such Property pursuant to the terms and conditions hereinafter set forth:

IT IS AGREED AS FOLLOWS:

ARTICLE I:

Grant of Option and Escrow

Option Payment. The Seller, in consideration of the payment of the sum of Sixty Thousand Dollars ($60,000.00) to be paid in twelve (12) consecutive monthly payments of Five Thousand Dollars ($5,000.00) each beginning June 1, 2014 and on the same day of each succeeding month,(hereinafter referred to as the "Option Payment"), hereby grants to the Purchaser an option to purchase in the name of the Purchaser or its nominee, heirs successors or assigns the aforesaid Property under the terms and conditions hereinafter set forth. The Option Payment shall be applied to the purchase price hereunder in the event of exercise of the option by Purchaser.

ARTICLE II:

Option and Method of Exercise

2.1. Term. The option granted herein shall continue from June 1, 2014, to May 31, 2015, subject to Seller's right to extend such date as set forth in Paragraph 2.2 below. The option shall be exercised only by delivery to Seller on or before the expiration date a copy of this Option Agreement with the Notice of Exercise of Option attached hereto as Exhibit "B", executed by Purchaser.

2.2. Extension. Purchaser may obtain an extension of this Option after May 31, 2015, by payment of Five Thousand Dollars ($5,000.00) per month, (the "Extension Payments") for each month the Option is extended, but for no more than Twelve (12) months after May 31, 2015. Purchaser shall notify Seller at least 30 days prior to the expiration of the Option of the extension and the Extension Payment shall be due on the first day of each month for which an extension is obtained. The Option Payment and the Extension Payment shall be referred to hereafter collectively as the "Option Money".

ARTICLE III:

Rights and Obligations During Option Period

3.1. Purchaser Access. During the term of this Option Agreement, Purchaser and their duly appointed agents shall have access to the subject Property at reasonable times and shall be permitted to make such examinations of the Property as deemed desirable by the Purchasers. In addition, Seller shall make available to Purchaser such plans, surveys or studies concerning the subject Property which Seller may have, including, but not limited to, recent reports on title covering the subject Property.

Option Agreement - Page 2

3.2. **Seller's Right to Personal Property.** During the term of this Option Agreement, Seller shall have the right to remove any and all materials, fixtures, and personal property located on the Property, including safety deposit boxes in the building

ARTICLE IV:

Determination of Purchase Price and Closing

4.1. **Purchase Price.** It is expressly understood and agreed that the purchase price shall be Nine Hundred Ninety Five Thousand Dollars ($995,000.00).

4.2. **Date of Closing.** Closing of this transaction shall occur within thirty (30) days after delivery by Purchaser to Seller of written notice of their intention to purchase the Property. At the time of closing, Purchaser shall pay the Purchase Price in the manner described in Section 4.3 to the Seller.

4.3. **Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) The sum of Nine Hundred Ninety Five Thousand Dollars ($995,000.00) less the Option Money, plus or minus pro-rations (hereinafter referred to as the "Cash Payment") shall be payable to the Seller.

ARTICLE V:

Taxes

5.1. General taxes for the year in which the sale and purchase is closed are to be prorated from January 1 to the date of delivery of deed. If the actual amount of such taxes is not then ascertainable, the proration shall be based on the most recently ascertainable taxes. At the option of either party, the real estate taxes shall be prorated promptly after issuance of the actual tax bills.

ARTICLE VI:

Title Insurance

6.1 **Title Report.** Within one hundred eighty (180) from the date of this Option Agreement, Purchaser may obtain a title insurance commitment issued by a title company to be chosen by Purchaser in the amount of the Purchase Price, covering the date thereof, or its customary preliminary report on title covering the date thereof, showing title to the Property in the Seller, subject only to the following matters (hereinafter referred to as the "Permitted Exceptions"):

(a) General taxes for the year in which the notice (and the previous year if not yet due and payable) is delivered and subsequent years;

(b) Building, building line and use or occupancy restrictions, conditions, and covenants of record that do not substantially interfere with the Purchaser's use;

(c) Acts of Purchaser or anyone acting under or on behalf of Purchaser; and

6.2. **Defects in Title.** If the report on title or title insurance policy so required discloses any defects in title,

Option Agreement - Page 3

Seller shall, upon receipt of notice of a defect in title from the Purchaser within one hundred eighty (180) days from the date of the Option Agreement, have ninety (90) days from the date of the receipt of notice from Purchaser to cure such defects. Every title insurance policy or report on title furnished hereunder shall be conclusive evidence of good title as thereon shown, subject only to the exceptions therein stated. If such defects in title are not cured within said ninety (90) days, Purchaser may terminate this Agreement or may, at his election, take the title as it then is (with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount), upon giving to Seller or his agent notice of such election and tendering performance on his part, and in default of such notice of election or tender of performance within thirty (30) days after written notice to Purchaser or his agent of the inability of Seller to cure such defects, this Agreement thereupon shall without further action by either party, become null and void. If this Agreement shall be terminated, for any reason, except for Purchaser's default, Seller shall return to Purchaser the Option Money. Unless otherwise herein provided, Purchaser shall pay the premium for the title insurance policy in an amount equal to the total Purchase Price stated herein.

6.3 Environmental Survey. Purchaser shall have the right to obtain an environmental survey of the property or recertification to Purchaser of any existing environmental survey provided by Seller within 180 days from the date of this Option Agreement. The cost of the environmental survey shall be shared equally between the Seller and Purchaser. In the event the environmental report reveals unacceptable environmental conditions based upon contamination by hazardous substances, Purchaser shall give notice to Seller, who shall have the option to remediate the property by removing or cleaning up the hazardous substances at Seller's cost, or to terminate this Option Agreement by written notice. In the event Seller terminates this Option Agreement, Purchaser shall be under no obligation to make further Option Payments.

ARTICLE VII:

Survey

7.1. Purchaser, at Purchaser's option and expense, may obtain a survey of the property at anytime during the Option term or any extension thereof.

ARTICLE VIII:

Deed

8.1. At the time of closing hereunder, Seller shall deliver to Purchaser a Cash Warranty Deed, Owners Affidavit satisfactory to title company to remove standard exceptions, FIRPTA Affidavit, closing statement, and such other documents as shall be required to close this transaction and for Purchaser to receive an insured title as agreed.

8.2 In the event of exercise of this Option by the Purchaser, the purchase shall be conducted in accordance with the purchasing guidelines as established by the City of Clarksville, Tennessee.

ARTICLE IX:

Notices and Demands

9.1. All notices and demands herein shall be in writing, and shall be deemed sufficiently given when deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to:

Seller: Dr. Alan Werner
273 Dover Rd.
Clarksville, TN 37042

with a copy to: Steve Atkins

Option Agreement - Page 4

320 Franklin Street
Clarksville, TN 37040

Purchaser: Two Rivers Company of Clarksville-Montgomery County TN
One Public Square
Clarksville, TN 37040
Attention: Brenda Kelley

with a copy to: Mayor Kim McMillan
City of Clarksville
1 Public Square
Clarksville, TN 37040

Mr. Lance Baker
City Attorney
1 Public Square
Clarksville, TN 37040

ARTICLE X:

Agreements Concerning the Property

10.1. Notices. Purchaser shall have the right to obtain copies of all agreements, notices, summons, and any other document to which the Property is subject. Seller hereby covenants, represents, and warrants to Purchaser that he shall deliver to Purchaser prior to closing the sale and purchase contemplated herein, promptly after receiving the same, a copy of any and all notices, petitions, or other documents that affect the Property.

ARTICLE XI:

Seller's Warranties and Covenants

11.1. Seller hereby represents and covenants with Purchaser and its successors or assigns, as follows:

(a) That Seller presently is owner in fee of the Property and no other persons or entities are in possession of the Property; Purchaser shall not be subject to the rights of any parties in possession; and upon exercise of the closing Seller shall immediately tender rent and possession of the entirety of the Property to Purchaser;

(b) That Seller has not received any notice of, nor does he have any knowledge of, any suits, judgments, or violations relating to or at the Property of any zoning, building code, health, pollution, or waste disposal code or regulation; that Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind involving the Property; and that, at closing, the Property shall be conveyed to Purchaser (or its nominee or successors or assigns) free and clear of any violations of any building, safety, or health ordinance, statute, or regulation of which Seller has received notice or has knowledge of, or provision satisfactory to Purchaser shall have been made to correct and pay for any such violation;

Option Agreement - Page 5

(c) That Seller shall not hereafter contract for any services, or make any commitments or obligations which shall bind Purchaser as a successor in interest with respect to the Property;

(d) That Seller has not received any notice of any contemplated or actual special assessments or reassessments for general real estate tax purposes affecting the Property;

(e) That Seller has no knowledge of any actions, suits, or proceedings pending or threatened against or relating to Seller or the Property in any court or before any administrative agency which, if successful, would restrict or prevent the sale of the Property to Purchaser and Purchaser thereafter utilizing the property for its intended use;

(f) That Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, that would or could prevent it from completing the sale of the Property under this Agreement;

(g) That except for the items that are to be assumed by Purchaser or to be prorated as hereinafter set forth, Seller shall be solely liable for the payments of all costs and expenses, liabilities, obligations, and claims arising out of Seller's ownership and operation of the Property prior to closing, and Seller hereby agrees to defend, indemnify, and hold Purchaser and its successors, and assigns harmless therefrom;

(h) That on the date of closing, Seller shall deliver to Purchaser a sworn statement recertifying the matters set forth in this Article 11. The representations, warranties, and covenants contained in this Article 11 shall survive the date of closing and run in favor of and benefit the Purchaser and its successors or assigns;

(i) That Seller shall deliver the Property to Purchaser free of tenants.

ARTICLE XII:

Defaults

12.1. Seller's Remedy. In the event of a default by Purchaser hereunder, Seller, as its sole remedy, shall have the right to terminate this Agreement by notice thereof to Purchaser and retain the Option Money, paid to the date of receipt of said notice of termination by Purchaser, as full and final liquidated damages, and thereafter this Agreement shall be deemed null and void.

12.2. Purchaser's Remedies. In the event of default by Seller or Beneficiary hereunder, Purchaser, at its sole option, may either terminate its obligations under this Agreement by notice thereof to Seller and obtain a return of its Option Money, or Purchaser may seek to specifically enforce the terms and conditions of this Agreement or seek any other right it may have in law or equity as a result of a breach hereof by Seller.

12.3. Events of Default. Any breach by Seller of any of his respective representations, warranties, or covenants contained in Article 11 hereof that is not cured in a manner satisfactory to Purchaser within thirty days after written notice thereof, shall be deemed a default for purposes of this Article 12.

ARTICLE XIII:

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Condemnation

13.1. In the event that prior to the date of closing written notice shall be received by Seller or Beneficiary of any action, suit, or proceeding to condemn or take all or any part of the Property under the powers of eminent domain, Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days after receiving notice of such condemnation or taking, and receive a return of its Earnest Money deposit or deposits. In the event that, in the case of condemnation, Purchaser shall not elect to terminate its obligations under this Agreement pursuant to this Article 16, Seller shall be entitled to receive the proceeds of any such condemnation award if the amount thereof is definitely ascertainable prior to the date of closing, and the Purchase Price required to be paid pursuant to Article 4 shall be reduced by the amount of such condemnation award; but if the amount of such condemnation award is not definitely ascertainable prior to the date of closing, Purchaser shall receive an absolute assignment from Seller on the date of closing of any interest Seller may have in the proceeds of such condemnation award, and the Purchase Price shall be the full amount provided by Article 4.

ARTICLE XIV:

Broker

14.1. Each party represents that no person, corporation, or partnership acting as a real estate broker other than NAI Clarksville, brought about this Agreement. Seller agrees to pay to said party a commission for its services in this transaction based upon a separate agreement with said Broker(s). Seller agrees to and does hereby indemnify Purchaser from all loss, damage, cost or expense (including attorney's fees) that Purchaser may suffer as a result of any claim or action brought by any broker acting or allegedly acting on behalf of Seller in connection with this transaction, and Purchaser agrees to and does hereby indemnify and hold Seller harmless from all loss, damage, cost, or expense (including attorney's fees) that Seller may suffer as a result of any claim or action brought by any broker allegedly acting on behalf of Purchaser in connection with this transaction, including, but not limited to, the aforementioned broker.

ARTICLE XV:

Miscellaneous

15.1. Entire Agreement. This Option Agreement, and the Exhibits attached hereto, embody the entire agreement between the parties in connection with this transaction, and there are no oral or parol agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this option may not be modified except by a written agreement signed by all of the parties.

15.2 Assignment. Purchaser may assign this Option Agreement along with all rights, duties, obligations contained herein.

15.3. Survival of Representations. Each covenant, condition, warranty, and representation set forth herein shall survive the closing and delivery of the deed and other documents contemplated herein, including all covenants and agreements which are to be performed or applied to circumstances subsequent to the date of closing.

15.4. Binding Effect. This option shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors, successors in interest, and assigns.

15.5. Waiver. No written waiver by any party at any time of any breach of any provision of this option shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

15.6. Headings. The article headings and section numbers appearing in this option are inserted only as a matter of

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convenience and do not define, limit, construe, or describe the scope or intent of such paragraphs or articles of this option nor in any way affect this option.

15.7. Recordation. This option shall not be recorded without the written consent of the parties hereto; upon the request of any one party, however, the other parties shall join in the execution of a memorandum of this option for purposes of recordation, which shall describe the parties and shall incorporate this option only by reference.

15.8. Time of Essence. All parties hereto agree that time is of the essence in this transaction and that this option shall be governed by and interpreted in accordance with the laws of the state wherein the Property is located.

15.9 Construction. The parties agree and acknowledge that this Agreement has been drafted and reviewed by the parties with ample opportunity for review by counsel and no presumption against the drafter shall arise in the construction of the Agreement.

15.10 Counterparts. This document may be executed in counterparts.

15.11 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

15.12 Forum Selection. The parties agree that the appropriate venue for any litigation arising out of this Agreement shall be the court of competent jurisdiction in Montgomery County, Tennessee.

15.13 WAIVER OF JURY. PURCHASER AND SELLER, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS OPTION AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF SELLER OR PURCHASER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SELLER OR PURCHASER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

SELLER

DR. ALAN WERNER

PURCHASER

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY COUNTY TN

By: Mary Nell Wooten
Name: Mary Nell Wooten
Title: President

F:/mf/civicpark/tworiversoption

Option Agreement - Page 8

This instrument prepared by R. Mitchell Ross of the Law Firm of Harvill, Ross, Ragland & Dale, 107 N. Third St., Clarksville, Tennessee 37040, (931) 572-0700.

MEMORANDUM OF OPTION

By this Memorandum of Option ("Memorandum"), DR. ALAN WERNER ("Optionor") grants to CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE MONTGOMERY COUNTY TN, ("Optionee") an option to purchase certain real property more particularly described in attached Exhibit "A", incorporated in this Memorandum, ("Real Property"): and the improvements constructed on Real Property, together with all rights of Optionor to adjoining streets, rights of way, easements, and all other appurtenant rights (collectively, "Property"). The option is more particularly described in the Option Agreement ("Option Agreement") dated as of the 1st day of June, 2014, executed between Optionor and Optionee.

Section 1: TERM

The term of the Option Agreement begins on June 1, 2014, and ends on May 31, 2015, ("Term"), unless terminated sooner in accordance with the Option Agreement. Said Option provides for up to a Twelve (12) month extension.

Section 2: TERMINATION

The Option Agreement shall automatically terminate and shall have no further force upon the first of the following events to occur:

(a) The purchase of the Property by Optionee; or

(b) The end of the Term, as it may be extended.

Section 3: PRICE AND TERMS

The parties have executed and recorded this instrument to give notice of the Option Agreement and the respective rights and obligations of Optionee and Optionor. The price and other terms are in the unrecorded Option Agreement, which is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Option Agreement, the Option Agreement shall control.

Section 4: SUCCESSORS AND ASSIGNS

This Memorandum and the Option Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Option Agreement on assignment.

Section 5: GOVERNING LAW

This Memorandum and the Option Agreement are governed by the laws of the State of Tennessee.

Optionor and Optionee have signed this memorandum as of June ____, 2014.

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OPTIONOR:

DR. ALAN WERNER

OPTIONEE:

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN

By: Mary Nell Wooten
Name: Mary Nell Wooten
Title: President

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Dr. Alan Werner, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) (and who acknowledged the execution of the within instrument for the purpose therein contained on this 29th of June, 2014.

NOTARY PUBLIC

Commission Expires: 10.15.2016

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Mary Nell Wooten, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purposes therein contained, and who upon oath further acknowledged such person to be President of CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY COUNTY TN, the within named bargainor, a corporation, and that such officer, as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as _____.

Witness my hand and seal, at office, this 29th day of ~~June~~ May, 2014

NOTARY PUBLIC SEAL

Commission Expires: 11/28/17

PATRICIA G. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

I:\rw/civicpark\tworiversmemorandum of option

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EXHIBIT "A"

A tract or parcel of land located in the 12th Civil District of Montgomery County, Tennessee and being more particularly described as follows:

Being at a ½ inch rebar found on the Southeasterly right of way margin of Main Street and being the Northwest corner of The Better Business Bureau of Middle Tennessee, Inc., (Book 941, Page 1312 Montgomery County Register's Office); thence South 21 degrees 18 minutes 20 seconds East along the West boundary of The Better Business Bureau of Middle Tennessee, Inc., a distance of 22.10 feet; thence North 67 degrees 35 minutes 50 seconds East along the South boundary of The Better Business Bureau of Middle Tennessee, Inc., a distance of 22.20 feet to the West right of way margin of North Third Street; thence South 21 degrees 42 minutes 34 seconds East along the West right of way margin of North Third Street a distance of 184.18 feet to the North right of way of Legion Street; thence South 68 degrees 36 minutes 08 seconds West along the North right of way of Legion Street a distance of 222.63 feet to the East right of way of North Second Street; thence North 22 degrees 10 minutes 56 seconds West along the East right of way of North Second Street a distance of 158.16 feet to a ½ inch iron rebar found; thence leaving North Second Street North 67 degrees 51 minutes 10 seconds East a distance of 102.02 feet; thence North 22 degrees 08 minutes 50 seconds West a distance of 45.10 feet to a ½ inch rebar found on the South right of way margin of Main Street; thence North 67 degrees 51 minutes 10 seconds East along the South right of way margin of Main Street 100.22 feet to the point of beginning, having an area of 40,658.5 square feet, (0.933 acres). This description taken from the previous deed of record.

Being the same real estate conveyed to Alan Werner by deed of record in ORBV 1235, Page 1899, Register's Office for Montgomery County, Tennessee.

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NOTICE OF EXERCISE OF OPTION

To: Dr. Alan Werner
_____
_____

With a copy to: _____
_____
_____

The undersigned, hereby give notice to Dr. Alan Werner, Seller, of their intent to exercise the Purchase Option contained in that certain Option Agreement between Seller and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, dated as of the 1st day of June, 2014 pursuant to the terms contained therein.

Dated: This the __ day of _____, _____.

Purchaser:

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN

By: _____
Name: _____
Title: _____

Option Agreement - Page 12

NAI Clarksville
Commercial Real Estate Services, Worldwide.

LISTING AGREEMENT

1. In consideration of the agreement of NAI Clarksville (hereinafter the "Broker") to use its best efforts, skill, judgments and abilities to find a suitable purchaser for certain property located at 215 Legion Street, Clarksville, TN 37040, and described as follows:

19,300 +/- square feet building

(hereinafter the "Property"), Alan Werner (hereinafter the "Owner"), grants the Broker for a period of 180 days from this date the exclusive right and authority to find a purchaser/tenant for the Property at the following price or any other price acceptable to the Owner: One Million One Hundred Thousand and 00/100 ($1,100,000.00) (paid in cash or other certified funds at closing) or to find a lessee for the Property at an annual rental rate of N/A. This listing agreement shall terminate at midnight on October 30, 2014.

2. This property may be entered in the MTRMLS, Inc. multiple listing service and NAI Clarksville is subject to the rules and regulations of MTRMLS, Inc.

3. The purchase or lease (any sublease or assignment being included in the term 'lease') of the Property shall be upon terms and conditions acceptable to owner, in its reasonable discretion, and such terms and conditions shall be negotiated only by Owner through Broker.

4. Subject to Owner's prior approval, Agent is hereby authorized at Agent's sole expense to promote and market the Property in such manner as Agent deems expedient and most likely to produce a sale or lease. Owner hereby further gives Agent the exclusive right to affix and maintain on said Property Agent's sign advertising the same for sale or lease during the full term of this agency agreement. Agent shall during the term of this Agreement, devote its attention, knowledge, experience and skills in order to affect the sale herein contemplated. The Agent shall diligently promote and market the property, which may include:

a) advertising the Property by use of marketing flyers/brochures
b) advertising the Property by use of forms of written media including newspaper and/or magazine advertisements, direct mail or website banners with such paid marketing efforts at Broker's expense (collectively, the "Marketing Material");
c) identifying and soliciting prospective purchasers and communicating directly with them by telephone and in writing;
d) receiving and satisfying inquiries from prospective purchasers and their agents;
e) providing prospective purchasers with the opportunity, subject to the Owner's approval and in cooperation with the Owner, to examine the Property;
f) issuing press releases and securing news coverages to promote the sale of the Property;
g) referring all offers immediately to Owner including all pertinent details of such offers, which offers Owner may chose to pursue or not in its sole and absolute discretion.
h) negotiation on behalf of Owner, subject to Owner's absolute discretion, direction, and approval, as well as the proper execution of necessary documentation. Agent shall not have and shall not represent itself to have authority to legally bind the Owner in any way or fashion.

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5. For finding a purchaser ready, willing and able to purchase the property on terms and conditions satisfactory to Owner, Owner agrees to pay the Broker a brokerage fee of 5% of the sale price of the Property, the fee to be paid at closing.

6. In finding a tenant ready, willing and able to lease the Property on terms and conditions satisfactory to Owner, Owner agrees to pay the Broker a brokerage fee of ~~30%~~ 5% of the base rent for the primary term of the lease. The commission shall be due and payable to Broker one half (1/2) upon lease execution and the second half (1/2) upon lease commencement.

7. During the term of this Listing Agreement or any extension thereof Owner agrees to refer all prospective Buyers or Tenants to the Broker.

8. If the Property is sold or leased by Owner within ___ days after the expiration of this agreement to any person with whom the Broker has had negotiations during the period of this listing, Owner agrees to pay Broker commission provided herein, provided that the Broker has registered the prospective buyer or tenant with Owner before expiration of the Agreement.

9. Broker is authorized to accept from any prospective purchaser or lessee a deposit as earnest money to be applied to the purchase price or as a deposit on the lease. Broker shall hold such funds as escrow agent with the funds being deposited in an interest-bearing escrow account at the option of the Broker. Interest will be used to offset the cost of maintaining the escrow account.

10. Authorization For Cooperation & Compensation:

In the event a Buyer's Agent participates in the lease, sale or exchange of Property, Broker is hereby authorized to negotiate the division of commission with said Buyer's Agent.

In the event a facilitator participates in the lease, sale or exchange of Property, Broker is hereby authorized to negotiate the division of commission with said Facilitator.

11. Client Authorization For Changes In Agency Status:

In the event a change in Broker's agency status is needed or necessary to protect Client's interest in a transaction:

Client hereby authorizes the managing broker, if necessary, to appoint a Licensee, other than the Licensee named below, as Designated Agent for the Seller, to the exclusion of any other Licensees associated with Broker.

Client hereby authorizes Broker to default to Facilitator status (representing the interests of neither the Seller nor the Buyer) in any property showing, negotiations, or transaction, in which the Broker may also have a representation agreement with the Buyer. As a Facilitator, Broker and Broker's associated salespersons can assist the parties and provide information (but not advice) in subsequent negotiations in that transaction.

If a change in agency status occurs, Client will be immediately notified of such a change.

INDEMNIFICATION. The Owner agrees to save and hold harmless Broker, its agents, employees, independent contractors, successors and assigns, from all claims, disputes, litigation or judgments

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arising from any materially incorrect information supplied by Owner or from any material fact or defect known by Owner regarding Property which the Owner fails to disclose to Agent. The Agent hereby indemnifies and holds the Owner and its affiliates and their respective officers, directors, employees, agents and representatives free and harmless from and against any and all claims, liabilities, cost, fees, suit or suits, causes of action, including reasonable attorney's fees and disbursements, which Owner may incur as a result of any negligent or intentional act or omission by the Agent, its agents, employees, affiliates and representatives.

For NAI Clarksville Date/Time

Owner 4/29/14 3:20 pm
Date/Time

Engagement Letter

REQUEST FOR PROFESSIONAL SERVICE

PROJECT NAME AND DESCRIPTION

Appraisal services – BOA site

NAME OF FIRM

Mark Young Real Estate Appraisals

QUALIFICATIONS OF FIRM

Professional real estate appraisals firm

REASON YOU WISH TO SELECT THIS FIRM

Professional, local, experienced

LIST NAMES OF PERSONS INVOLVED IN MAKING THIS DECISION

Brenda Kelley, Lance Baker, Hatem Shah

NEGOTIATED COST/FEES: $ 3,000.00

DEPARTMENT HEAD SIGNATURE

Signature 5.12.14 Date

PURCHASING AGENT SIGNATURE

Camille Thomas Signature 5-12-14 Date

TRC Acct #: 46494003 4330

OPTION AGREEMENT

This Option Agreement, made and entered into as of the 1st day of June , 2014, by and between Dr. Alan Werner (hereinafter referred to as "Seller"), and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, (hereinafter referred to as "Purchaser").

WHEREAS, the Seller is the owner of certain property located in Clarksville, Montgomery County , Tennessee, and more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser wishes to secure an option to purchase such Property pursuant to the terms and conditions hereinafter set forth:

IT IS AGREED AS FOLLOWS:

ARTICLE I:

Grant of Option and Escrow

Option Payment. The Seller, in consideration of the payment of the sum of Sixty Thousand Dollars ($60,000.00) to be paid in twelve (12) consecutive monthly payments of Five Thousand Dollars ($5,000.00) each beginning June 1, 2014 and on the same day of each succeeding month,(hereinafter referred to as the "Option Payment"), hereby grants to the Purchaser an option to purchase in the name of the Purchaser or its nominee, heirs successors or assigns the aforesaid Property under the terms and conditions hereinafter set forth. The Option Payment shall be applied to the purchase price hereunder in the event of exercise of the option by Purchaser.

ARTICLE II:

Option and Method of Exercise

2.1. **Term.** The option granted herein shall continue from June 1, 2014, to May 31, 2015, subject to Seller's right to extend such date as set forth in Paragraph 2.2 below. The option shall be exercised only by delivery to Seller on or before the expiration date a copy of this Option Agreement with the Notice of Exercise of Option attached hereto as Exhibit "B", executed by Purchaser.

2.2. **Extension.** Purchaser may obtain an extension of this Option after May 31, 2015, by payment of Five Thousand Dollars ($5,000.00) per month, (the "Extension Payments") for each month the Option is extended, but for no more than Twelve (12) months after May 31, 2015. Purchaser shall notify Seller at least 30 days prior to the expiration of the Option of the extension and the Extension Payment shall be due on the first day of each month for which an extension is obtained. The Option Payment and the Extension Payment shall be referred to hereafter collectively as the "Option Money".

ARTICLE III:

Rights and Obligations During Option Period

3.1. **Purchaser Access.** During the term of this Option Agreement, Purchaser and their duly appointed agents shall have access to the subject Property at reasonable times and shall be permitted to make such examinations of the Property as deemed desirable by the Purchasers. In addition, Seller shall make available to Purchaser such plans, surveys or studies concerning the subject Property which Seller may have, including, but not limited to, recent reports on title covering the subject Property.

3.2. **Seller's Right to Personal Property.** During the term of this Option Agreement, Seller shall have the right to remove any and all materials, fixtures, and personal property located on the Property, including safety deposit boxes in the building

ARTICLE IV:

Determination of Purchase Price and Closing

4.1. **Purchase Price.** It is expressly understood and agreed that the purchase price shall be Nine Hundred Ninety Five Thousand Dollars ($995,000.00).

4.2. **Date of Closing.** Closing of this transaction shall occur within thirty (30) days after delivery by Purchaser to Seller of written notice of their intention to purchase the Property. At the time of closing, Purchaser shall pay the Purchase Price in the manner described in Section 4.3 to the Seller.

4.3. **Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) The sum of Nine Hundred Ninety Five Thousand Dollars ($995,000.00) less the Option Money, plus or minus pro-rations (hereinafter referred to as the "Cash Payment") shall be payable to the Seller.

ARTICLE V:

Taxes

5.1. General taxes for the year in which the sale and purchase is closed are to be prorated from January 1 to the date of delivery of deed. If the actual amount of such taxes is not then ascertainable, the proration shall be based on the most recently ascertainable taxes. At the option of either party, the real estate taxes shall be prorated promptly after issuance of the actual tax bills.

ARTICLE VI:

Title Insurance

6.1 **Title Report.** Within one hundred eighty (180) from the date of this Option Agreement, Purchaser may obtain a title insurance commitment issued by a title company to be chosen by Purchaser in the amount of the Purchase Price, covering the date thereof, or its customary preliminary report on title covering the date thereof, showing title to the Property in the Seller, subject only to the following matters (hereinafter referred to as the "Permitted Exceptions"):

(a) General taxes for the year in which the notice (and the previous year if not yet due and payable) is delivered and subsequent years;

(b) Building, building line and use or occupancy restrictions, conditions, and covenants of record that do not substantially interfere with the Purchaser's use;

(c) Acts of Purchaser or anyone acting under or on behalf of Purchaser; and

6.2. **Defects in Title.** If the report on title or title insurance policy so required discloses any defects in title,

Seller shall, upon receipt of notice of a defect in title from the Purchaser within one hundred eighty (180) days from the date of the Option Agreement, have ninety (90) days from the date of the receipt of notice from Purchaser to cure such defects. Every title insurance policy or report on title furnished hereunder shall be conclusive evidence of good title as thereon shown, subject only to the exceptions therein stated. If such defects in title are not cured within said ninety (90) days, Purchaser may terminate this Agreement or may, at his election, take the title as it then is (with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount), upon giving to Seller or his agent notice of such election and tendering performance on his part, and in default of such notice of election or tender of performance within thirty (30) days after written notice to Purchaser or his agent of the inability of Seller to cure such defects, this Agreement thereupon shall without further action by either party, become null and void. If this Agreement shall be terminated, for any reason, except for Purchaser's default, Seller shall return to Purchaser the Option Money. Unless otherwise herein provided, Purchaser shall pay the premium for the title insurance policy in an amount equal to the total Purchase Price stated herein.

6.3 **Environmental Survey**. Purchaser shall have the right to obtain an environmental survey of the property or recertification to Purchaser of any existing environmental survey provided by Seller within 180 days from the date of this Option Agreement. The cost of the environmental survey shall be shared equally between the Seller and Purchaser. In the event the environmental report reveals unacceptable environmental conditions based upon contamination by hazardous substances, Purchaser shall give notice to Seller, who shall have the option to remediate the property by removing or cleaning up the hazardous substances at Seller's cost, or to terminate this Option Agreement by written notice. In the event Seller terminates this Option Agreement, Purchaser shall be under no obligation to make further Option Payments.

ARTICLE VII:

Survey

7.1. Purchaser, at Purchaser's option and expense, may obtain a survey of the property at anytime during the Option term or any extension thereof.

ARTICLE VIII:

Deed

8.1. At the time of closing hereunder, Seller shall deliver to Purchaser a Cash Warranty Deed, Owners Affidavit satisfactory to title company to remove standard exceptions, FIRPTA Affidavit, closing statement, and such other documents as shall be required to close this transaction and for Purchaser to receive an insured title as agreed.

8.2 In the event of exercise of this Option by the Purchaser, the purchase shall be conducted in accordance with the purchasing guidelines as established by the City of Clarksville, Tennessee.

ARTICLE IX:

Notices and Demands

9.1. All notices and demands herein shall be in writing, and shall be deemed sufficiently given when deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to:

Seller: Dr. Alan Werner
273 Dover Rd.
Clarksville, TN 37042

with a copy to: Steve Atkins

320 Franklin Street
Clarksville, TN 37040

Purchaser: Two Rivers Company of Clarksville-Montgomery County TN
One Public Square
Clarksville, TN 37040
Attention: Brenda Kelley

with a copy to: Mayor Kim McMillan
City of Clarksville
1 Public Square
Clarksville, TN 37040

Mr. Lance Baker
City Attorney
1 Public Square
Clarksville, TN 37040

ARTICLE X:

Agreements Concerning the Property

10.1. Notices. Purchaser shall have the right to obtain copies of all agreements, notices, summons, and any other document to which the Property is subject. Seller hereby covenants, represents, and warrants to Purchaser that he shall deliver to Purchaser prior to closing the sale and purchase contemplated herein, promptly after receiving the same, a copy of any and all notices, petitions, or other documents that affect the Property.

ARTICLE XI:

Seller's Warranties and Covenants

11.1. Seller hereby represents and covenants with Purchaser and its successors or assigns, as follows:

(a) That Seller presently is owner in fee of the Property and no other persons or entities are in possession of the Property; Purchaser shall not be subject to the rights of any parties in possession; and upon exercise of the closing Seller shall immediately tender rent and possession of the entirety of the Property to Purchaser;

(b) That Seller has not received any notice of, nor does he have any knowledge of, any suits, judgments, or violations relating to or at the Property of any zoning, building code, health, pollution, or waste disposal code or regulation; that Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind involving the Property; and that, at closing, the Property shall be conveyed to Purchaser (or its nominee or successors or assigns) free and clear of any violations of any building, safety, or health ordinance, statute, or regulation of which Seller has received notice or has knowledge of, or provision satisfactory to Purchaser shall have been made to correct and pay for any such violation;

(c) That Seller shall not hereafter contract for any services, or make any commitments or obligations which shall bind Purchaser as a successor in interest with respect to the Property;

(d) That Seller has not received any notice of any contemplated or actual special assessments or reassessments for general real estate tax purposes affecting the Property;

(e) That Seller has no knowledge of any actions, suits, or proceedings pending or threatened against or relating to Seller or the Property in any court or before any administrative agency which, if successful, would restrict or prevent the sale of the Property to Purchaser and Purchaser thereafter utilizing the property for its intended use;

(f) That Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, that would or could prevent it from completing the sale of the Property under this Agreement;

(g) That except for the items that are to be assumed by Purchaser or to be prorated as hereinafter set forth, Seller shall be solely liable for the payments of all costs and expenses, liabilities, obligations, and claims arising out of Seller's ownership and operation of the Property prior to closing, and Seller hereby agrees to defend, indemnify, and hold Purchaser and its successors, and assigns harmless therefrom;

(h) That on the date of closing, Seller shall deliver to Purchaser a sworn statement recertifying the matters set forth in this Article 11. The representations, warranties, and covenants contained in this Article 11 shall survive the date of closing and run in favor of and benefit the Purchaser and its successors or assigns;

(i) That Seller shall deliver the Property to Purchaser free of tenants.

ARTICLE XII:

Defaults

12.1. Seller's Remedy. In the event of a default by Purchaser hereunder, Seller, as its sole remedy, shall have the right to terminate this Agreement by notice thereof to Purchaser and retain the Option Money, paid to the date of receipt of said notice of termination by Purchaser, as full and final liquidated damages, and thereafter this Agreement shall be deemed null and void.

12.2. Purchaser's Remedies. In the event of default by Seller or Beneficiary hereunder, Purchaser, at its sole option, may either terminate its obligations under this Agreement by notice thereof to Seller and obtain a return of its Option Money, or Purchaser may seek to specifically enforce the terms and conditions of this Agreement or seek any other right it may have in law or equity as a result of a breach hereof by Seller.

12.3. Events of Default. Any breach by Seller of any of his respective representations, warranties, or covenants contained in Article 11 hereof that is not cured in a manner satisfactory to Purchaser within thirty days after written notice thereof, shall be deemed a default for purposes of this Article 12.

ARTICLE XIII:

Condemnation

13.1. In the event that prior to the date of closing written notice shall be received by Seller or Beneficiary of any action, suit, or proceeding to condemn or take all or any part of the Property under the powers of eminent domain, Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days after receiving notice of such condemnation or taking, and receive a return of its Earnest Money deposit or deposits. In the event that, in the case of condemnation, Purchaser shall not elect to terminate its obligations under this Agreement pursuant to this Article 16, Seller shall be entitled to receive the proceeds of any such condemnation award if the amount thereof is definitely ascertainable prior to the date of closing, and the Purchase Price required to be paid pursuant to Article 4 shall be reduced by the amount of such condemnation award; but if the amount of such condemnation award is not definitely ascertainable prior to the date of closing, Purchaser shall receive an absolute assignment from Seller on the date of closing of any interest Seller may have in the proceeds of such condemnation award, and the Purchase Price shall be the full amount provided by Article 4.

ARTICLE XIV:

Broker

14.1. Each party represents that no person, corporation, or partnership acting as a real estate broker other than NAI Clarksville, brought about this Agreement. Seller agrees to pay to said party a commission for its services in this transaction based upon a separate agreement with said Broker(s). Seller agrees to and does hereby indemnify Purchaser from all loss, damage, cost or expense (including attorney's fees) that Purchaser may suffer as a result of any claim or action brought by any broker acting or allegedly acting on behalf of Seller in connection with this transaction, and Purchaser agrees to and does hereby indemnify and hold Seller harmless from all loss, damage, cost, or expense (including attorney's fees) that Seller may suffer as a result of any claim or action brought by any broker allegedly acting on behalf of Purchaser in connection with this transaction, including, but not limited to, the aforementioned broker.

ARTICLE XV:

Miscellaneous

15.1. **Entire Agreement**. This Option Agreement, and the Exhibits attached hereto, embody the entire agreement between the parties in connection with this transaction, and there are no oral or parol agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this option may not be modified except by a written agreement signed by all of the parties.

15.2 **Assignment**. Purchaser may assign this Option Agreement along with all rights, duties, obligations contained herein.

15.3. **Survival of Representations**. Each covenant, condition, warranty, and representation set forth herein shall survive the closing and delivery of the deed and other documents contemplated herein, including all covenants and agreements which are to be performed or applied to circumstances subsequent to the date of closing.

15.4. **Binding Effect**. This option shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors, successors in interest, and assigns.

15.5. **Waiver**. No written waiver by any party at any time of any breach of any provision of this option shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

15.6. **Headings**. The article headings and section numbers appearing in this option are inserted only as a matter of

convenience and do not define, limit, construe, or describe the scope or intent of such paragraphs or articles of this option nor in any way affect this option.

15.7. **Recordation**. This option shall not be recorded without the written consent of the parties hereto; upon the request of any one party, however, the other parties shall join in the execution of a memorandum of this option for purposes of recordation, which shall describe the parties and shall incorporate this option only by reference.

15.8. **Time of Essence**. All parties hereto agree that time is of the essence in this transaction and that this option shall be governed by and interpreted in accordance with the laws of the state wherein the Property is located.

15.9 **Construction**. The parties agree and acknowledge that this Agreement has been drafted and reviewed by the parties with ample opportunity for review by counsel and no presumption against the drafter shall arise in the construction of the Agreement.

15.10 **Counterparts.** This document may be executed in counterparts.

15.11 **Governing Law**. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

15.12 **Forum Selection**. The parties agree that the appropriate venue for any litigation arising out of this Agreement shall be the court of competent jurisdiction in Montgomery County, Tennessee.

15.13 **WAIVER OF JURY.** **PURCHASER AND SELLER, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS OPTION AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF SELLER OR PURCHASER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SELLER OR PURCHASER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

SELLER

_____
DR. ALAN WERNER

PURCHASER

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY COUNTY TN

By: Mary Nell Wooten
Name: Mary Nell Wooten
Title: President

F:mr/civicpark/tworiversoption

This instrument prepared by R. Mitchell Ross of the Law Firm of Harvill, Ross, Ragland & Dale, 107 N. Third St., Clarksville, Tennessee 37040, (931) 572-0700.

MEMORANDUM OF OPTION

By this Memorandum of Option ("Memorandum"), DR. ALAN WERNER ("Optionor") grants to CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE MONTGOMERY COUNTY TN, ("Optionee") an option to purchase certain real property more particularly described in attached Exhibit "A", incorporated in this Memorandum, ("Real Property"): and the improvements constructed on Real Property, together with all rights of Optionor to adjoining streets, rights of way, easements, and all other appurtenant rights (collectively, "Property"). The option is more particularly described in the Option Agreement ("Option Agreement") dated as of the 1st day of June, 2014, executed between Optionor and Optionee.

Section 1: TERM

The term of the Option Agreement begins on June 1, 2014, and ends on May 31, 2015, ("Term"), unless terminated sooner in accordance with the Option Agreement. Said Option provides for up to a Twelve (12) month extension.

Section 2: TERMINATION

The Option Agreement shall automatically terminate and shall have no further force upon the first of the following events to occur:

(a) The purchase of the Property by Optionee; or

(b) The end of the Term, as it may be extended.

Section 3: PRICE AND TERMS

The parties have executed and recorded this instrument to give notice of the Option Agreement and the respective rights and obligations of Optionee and Optionor. The price and other terms are in the unrecorded Option Agreement, which is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Option Agreement, the Option Agreement shall control.

Section 4: SUCCESSORS AND ASSIGNS

This Memorandum and the Option Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Option Agreement on assignment.

Section 5: GOVERNING LAW

This Memorandum and the Option Agreement are governed by the laws of the State of Tennessee.

Optionor and Optionee have signed this memorandum as of June ____, 2014.

OPTIONOR:

DR. ALAN WERNER

OPTIONEE:

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN

By: Mary Nell Wooten
Name: Mary Nell Wooten
Title: President

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Dr. Alan Werner, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 28 of June, 2014

NOTARY PUBLIC SEAL

Commission Expires: 10.5.2016

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Mary Nell Wooten, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purposes therein contained, and who upon oath further acknowledged such person to be President of CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY COUNTY TN, the within named bargainor, a corporation, and that such officer, as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as _____.

Witness my hand and seal, at office, this 29th day of ~~June~~ May, 2014

Patricia J Smith
NOTARY PUBLIC SEAL

Commission Expires: 11/02/17

f/rmr/civicpark/tworivers memorandum of option

EXHIBIT "A"

A tract or parcel of land located in the 12th Civil District of Montgomery County, Tennessee and being more particularly described as follows:

Being at a ½ inch rebar found on the Southeasterly right of way margin of Main Street and being the Northwest corner of The Better Business Bureau of Middle Tennessee, Inc., (Book 941, Page 1312 Montgomery County Register's Office); thence South 21 degrees 18 minutes 20 seconds East along the West boundary of The Better Business Bureau of Middle Tennessee, Inc., a distance of 22.10 feet; thence North 67 degrees 35 minutes 50 seconds East along the South boundary of The Better Business Bureau of Middle Tennessee, Inc., a distance of 22.20 feet to the West right of way margin of North Third Street; thence South 21 degrees 42 minutes 34 seconds East along the West right of way margin of North Third Street a distance of 184.18 feet to the North right of way of Legion Street; thence South 68 degrees 36 minutes 08 seconds West along the North right of way of Legion Street a distance of 222.63 feet to the East right of way of North Second Street; thence North 22 degrees 10 minutes 56 seconds West along the East right of way of North Second Street a distance of 158.16 feet to a ½ inch iron rebar found; thence leaving North Second Street North 67 degrees 51 minutes 10 seconds East a distance of 102.02 feet; thence North 22 degrees 08 minutes 50 seconds West a distance of 45.10 feet to a ½ inch rebar found on the South right of way margin of Main Street; thence North 67 degrees 51 minutes 10 seconds East along the South right of way margin of Main Street 100.22 feet to the point of beginning, having an area of 40,658.5 square feet, (0.933 acres). This description taken from the previous deed of record.

Being the same real estate conveyed to Alan Werner by deed of record in ORBV 1235, Page 1899, Register's Office for Montgomery County, Tennessee.

NOTICE OF EXERCISE OF OPTION

To: Dr. Alan Werner

_____

_____

With a copy to: _____

_____

_____

The undersigned, hereby give notice to Dr. Alan Werner, Seller, of their intent to exercise the Purchase Option contained in that certain Option Agreement between Seller and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, dated as of the 1st day of June, 2014 pursuant to the terms contained therein.

Dated: This the __ day of _____, _____.

Purchaser:

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY COUNTY TN

By: _____
Name: _____
Title: _____

ORDINANCE 60-2014-15

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, TENNESSEE, TITLE 12 (STREETS AND OTHER PUBLIC WAYS AND PLACES), CHAPTER 9 (CENTRAL BUSINESS IMPROVEMENT DISTRICT) RELATIVE TO THE DIRECTORS OF THE CENTRAL BUSINESS IMPROVEMENT DISTRICT MANAGEMENT CORPORATION

WHEREAS, the City Council finds that the improvement and revitalization of the Clarksville Central Business Improvement District is of great importance to the citizens of the City of Clarksville and the citizens of Montgomery County, Tennessee; and

WHEREAS, the City Council finds that it is in the best interest of the community to involve parties with a vested interest in the Central Business Improvement District in the management of the Central Business Improvement District; and

WHEREAS, the City Council finds that in order to incentivize all parties with a vested interest in the Central Business Improvement District to participate in the improvement and redevelopment of the Central Business Improvement District it is beneficial to reorganize the composition of the board of directors of the Central Business Improvement District Management Corporation.

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

1.That the Official Code of the City of Clarksville, Tennessee, Title 12 (Streets and Other Public Ways and Places), Chapter 9 (Central Business Improvement District), Section 12-905 is hereby deleted in its entirety and replaced with the following language:

Sec. 12-905. District management corporation.

There is authorized a district management corporation to be chartered pursuant to the provisions of the Tennessee Nonprofit Corporation Act for the purpose of administering the activities for and within the district, the making of improvements within and for the district, and the provision of services within and for the district. The District Management Corporation shall be known as the "Downtown District Partnership," until such time as the name may be legally changed to the "Two Rivers Company," or until such time as a new-nonprofit corporation may be established to be known as the "Two Rivers Company," which shall be governed by a board of directors consisting of thirteen (13) voting members and ten (10) ex-officio non-voting members. At

least five (5) of the thirteen (13) voting members shall be "district stakeholders," as defined herein, except that at least one of the "district stakeholders" shall be required to be a resident of the district. A "district stakeholder" means an individual person who: (a) owns real property within the district, or (b) owns a business or has an ownership interest in a business whose headquarters or principal place of business is located within the district, or (c) whose principal place of employment is located within the district, or (d) resides within the district. The mayor of the city shall be one of the thirteen (13) voting members and the mayor of Montgomery County, Tennesseeshall be one of the thirteen (13) voting members. The Executive Director for the Clarksville - Montgomery County Economic Development Council (EDC) shall also be one of the thirteen (13) voting members. The President of Austin Peay State University shall also be one of the thirteen (13) voting members.All of the voting members shall be residents of Montgomery County. All voting-members, other than the mayor of the city, the mayor of Montgomery County, the President of Austin PeayState University, and the Executive Director of the EDC, shall be appointed by the mayor, subject to approval by the city council, or the mayor of Montgomery County subject to the approval of the Montgomery County Commission. The mayor of the city shall be entitled to appoint two (2) district stakeholders and two (2) at-large members and the mayor ofMontgomery County shall be entitled to appoint two (2) district stakeholders and two (2) at-large members. The mayor of the city shall appoint the voting member designated as a resident of the Central Business Improvement District. Each voting member sitting on the Board at the time of adoption of this ordinance shall be entitled to complete their designated term. Upon the next expiration of the term of a sitting appointed member or vacancy of an appointed member’s office, the mayor of Montgomery County shall be entitled to appoint a successor. The mayor of the city and the mayor of Montgomery County shall then alternate appointments until such time as each mayor has appointed four (4) voting members. Each mayor shall have the right to appoint the successors to the voting members they have appointed. Terms for each voting member shall be three (3) years, but members whose terms have expired shall continue to serve until a successor is appointed. No voting member may serve more than two (2) consecutive three (3) year terms,however this provision shall not prohibit a member who is appointed to serve the remainder of a resigning member’s term from serving two (2) full terms. In case of vacancy occurring prior to the expiration of any voting member's term, the mayorof the city, subject to approval of the city council, or the mayor of Montgomery County, shall appoint a new member to fill the unexpired term. In addition to the thirteen (13) voting members, the following shall serve as non-voting, ex-officio members: the director of the city department of parks and recreation, and the chairman of the following agencies, so long as such agencies shall exist: chairman of the Clarksville Parking Authority, chairman of the Clarksville Housing Authority, chairman of the Clarksville-Montgomery County Regional Planning Commission, chairman of Clarksville - Montgomery County Economic Development Council, the chairman of the board of directors of the chamber of commerce, the chairman of the Clarksville-Montgomery County Industrial Development Board, and the chairman of the Clarksville-Montgomery County Convention and Visitors Bureau . A member of the board of directors for the Aspire Clarksville non-profit corporation as appointed by that board shall also serve as a non-voting ex-officio member of the district management corporation board of directors. In addition, the Tennessee State Senator, and the Tennessee State Representative, whose senate and house districts respectively includes the majority of the area contained within the CBID, shall be appointed by the Tennessee State Speaker of the Senate and by the Tennessee State Speaker of the House of Representatives respectively, to serve as non-voting ex-officio

members of the board of directors for the district management corporation. Any voting member may be removed for cause by a majority vote of the city council if the member is appointed by the mayor of the city, or the Montgomery County Commission if the member is appointed by the mayor of Montgomery County. Such removal proceedings may be recommended by any member of the city council, or the mayor, or by a majority of the voting members of the district management corporation. The directors of the district management corporation may adopt provisions for the establishment of committees, however, programs, plans, and operations of the committees shall be submitted to the directors of the district management corporation for approval.

POSTPONED: May 7, 2015
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 65-2014-15

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, TITLE 1 (ADMINISTRATION, OFFICERS AND PERSONNEL), CHAPTER 6 (CODE OF ETHICS), TO DELETE PROVISIONS PERTAINING TO INDIRECT INTERESTS

WHEREAS, the Clarksville City Council has determined that it is in the best interest of the City of Clarksville and its citizens to amend the City Ethics Code by deleting certain references to indirect financial interests;

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

1. That the Official Code of the City of Clarksville, Tennessee, Title 1 (Administration, Officers and Personnel), Chapter 6 (Code of Ethics), Section 1-605 (Financial Interests), is hereby amended by deleting said section in its entirety and substituting therefore the following:

Sec. 1-605. - Financial interests.

(a) Except as hereinafter provided, no employee shall enter into or derive any benefit, directly ~~or indirectly~~, from any contractual arrangement with the city or any of its agencies. In recognition of the fact that many husbands and wives have separate careers, the normal employment compensation of a spouse whose regular ongoing employer or business has a contractual arrangement with the city shall not be considered a "benefit" to the employee, provided the contract with the city was procured without any participation assistance, or influence by the employee, and that employee disclose such contracts. Moreover, this prohibition shall not be construed to prohibit any member of any appointed board, commission, committee, authority, corporation, or other instrumentality appointed or created by city from benefiting, either directly or indirectly, from any contractual arrangement with the city or any of its agencies so long as such member complies with the provisions of subsection (b). No member of any appointed board, commission, committee, authority, corporation, or other instrumentality appointed or created by city shall vote on any matter where the member or member's immediate family would benefit, ~~either~~ directly ~~or indirectly~~, from any contractual arrangement with the city or any of its agencies.

(b) No employee shall have a direct ~~or indirect~~ financial interest that conflicts substantially, or appears to conflict substantially, with his or her governmental duties or responsibilities. The employee will disclose any known financial interests related to any topic, subject, or program that has city government interest or involvement. If a possible conflict could arise, the employee will disclose these concerns and interests and abstain from any decision-making processes or votes. ~~"Indirect financial interest" in this case includes a substantial interest on the part of parent, spouse, or minor child of the employee.~~ This subsection shall not apply to interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests. If, at the time the employee begins employment with the city or at

any subsequent time during city employment, the employee acquires such direct ~~or indirect~~ financial interests prohibited by subsections (a) or (b), that interest shall be disclosed to the director of finance within fourteen (14) calendar days in a form to be provided by the internal auditor.

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

RESOLUTION 36-2014-15

A RESOLUTION OF RATIFICATION OF PRIVATE CHAPTER __, PRIVATE ACTS OF 2015, RELATIVE TO COMPREHENSISVE CHARTER AMENDMENTS

WHEREAS, on April 20, 2015 by adoption of RESOLUTION 32-2014-15, the Clarksville City Council requested the Tennessee General Assembly approve amendments to the *Official Charter of the City of Clarksville*; and

WHEREAS, by passage of House Bill 1402 on April 22, 2015, and Senate Bill 1426 on April 22, 2015, the Tennessee House of Representatives and Tennessee State Senate approved the amendments as requested; and

WHEREAS, Private Chapter __, Private Acts of 2015 as signed by Governor Bill Haslam on May 20, 2015 and by Secretary of State Tre Hargett on _____, 2015, has been submitted for ratification by the Clarksville City Council.

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

That Private Chapter __, Private Acts of 2015, relative to comprehensive amendments to the Official Charter, is hereby ratified by the Clarksville City Council.

BE IT FURTHER RESOLVED that this resolution shall have no effect unless approved by a two-thirds vote of the Clarksville City Council.

ADOPTED:

AYE:
NAY:

RESOLUTION 32-2014-15: April 20, 2014
AYE: 9
NAY: 3
ABSENT: 1

RESOLUTION 32-2014-15

A RESOLUTION AMENDING RESOLUTION 26-2014-15 REQUESTING THE TENNESSEE GENERAL ASSEMBLY TO ENACT LEGISLATION TO AMEND THE OFFICIAL CHARTER OF THE CITY OF CLARKSVILLE

WHEREAS, the Clarksville City Council previously adopted RESOLUTION 26-2014-15 on April 2, 2015, requesting the Tennessee General Assembly to amend the Official Charter of the City of Clarksville; and

WHEREAS, the local legislative delegation has requested certain revisions be made to the proposed charter; and

WHEREAS, the Clarksville City Council finds the requested changes should be made and are in the best interest of the City of Clarksville.

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

That RESOLUTION 26-2014-15 is hereby amended and the Tennessee General Assembly is hereby requested to enact legislation to amend the Official Charter of the City of Clarksville by deleting the entire language of the current City Charter and substituting therefore the language as set forth in the attached Exhibit A.

Kim McMillan
Mayor

ATTEST:

Sylvia Skinner
City Clerk

ADOPTED: April 20, 2014
AYE: 9
NAY: 3
ABSENT: 1

APPROVED BY TENNESSEE GENERAL ASSEMBLY: April 22, 2015

RATIFIED:
AYE:
NAY:

RESOLUTION 32-2014-15
EXHIBIT A

AN ACT to amend Chapter 252 of the Private Acts of 1929; as amended by Chapter 280 of the Private Acts of 1959; Chapter 249 of the Private Acts of 1961; Chapter 158 of the Private Acts of 1965; Chapter 195 of the Private Acts of 1967; Chapter 288 of the Private Acts of 1967; Chapter 291 of the Private Acts of 1967; Chapter 377 of the Private Acts of 1968; Chapter 378 of the Private Acts of 1968; Chapter 50 of the Private Acts of 1969; Chapter 241 of the Private Acts of 1972; Chapter 261 of the Private Acts of 1972; Chapter 117 of the Private Acts of 1973; Chapter 240 of the Private Acts of 1978; Chapter 259 of the Private Acts of 1980; Chapter 138 of the Private Acts of 1981; Chapter 139 of the Private Acts of 1981; Chapter 121 of the Private Acts of 1981; Chapter 152 of the Private Acts of 1983; Chapter 173 of the Private Acts of 1984; Chapter 222 of the Private Acts of 1984; Chapter 101 of the Private Acts of 1985; Chapter 176 of the Private Acts of 1986; Chapter 183 of the Private Acts of 1988; Chapter 202 of the Private Acts of 1988; Chapter 225 of the Private Acts of 1990; Chapter 45 of the Private Acts of 1991; Chapter 177 of the Private Acts of 1992; Chapter 178 of the Private Acts of 1992; Chapter 253 of the Private Acts of 1992; Chapter 49 of the Private Acts of 1993; Chapter 99 of the Private Acts of 1993; Chapter 75 of the Private Acts of 1997; Chapter 51 of the Private Acts of 1999; Chapter 116 of the Private Acts of 2002; Chapter 70 of the Private Acts of 2005; Chapter 49 of the Private Acts of 2005 and Chapter 62 of the Private Acts of 2008; and any other acts amendatory thereto, relative to the charter of the City of Clarksville.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 252 of the Private Acts of 1929, as amended by Chapter 280 of the Private Acts of 1959, Chapter 249 of the Private Acts of 1961, Chapter 158 of the Private Acts of 1965, Chapter 195 of the Private Acts of 1967, Chapter 288 of the Private Acts of 1967, Chapter 291 of the Private Acts of 1967, Chapter 377 of the Private Acts of 1968, Chapter 378 of the Private Acts of 1968, Chapter 50 of the Private Acts of

1969, Chapter 241 of the Private Acts of 1972, Chapter 261 of the Private Acts of 1972, Chapter 117 of the Private Acts of 1973, Chapter 240 of the Private Acts of 1978, Chapter 259 of the Private Acts of 1980, Chapter 121 of the Private Acts of 1981, Chapter 138 of the Private Acts of 1981, Chapter 139 of the Private Acts of 1981, Chapter 152 of the Private Acts of 1983, Chapter 173 of the Private Acts of 1984, Chapter 222 of the Private Acts of 1984, Chapter 101 of the Private Acts of 1985, Chapter 176 of the Private Acts of 1986, Chapter 183 of the Private Acts of 1988, Chapter 202 of the Private Acts of 1988, Chapter 225 of the Private Acts of 1990, Chapter 45 of the Private Acts of 1991, Chapter 177 of the Private Acts of 1992, Chapter 178 of the Private Acts of 1992, Chapter 253 of the Private Acts of 1992, Chapter 49 of the Private Acts of 1993, Chapter 99 of the Private Acts of 1993, Chapter 75 of the Private Acts of 1997, Chapter 51 of the Private Acts of 1999, Chapter 116 of the Private Acts of 2002, Chapter 49 of the Private Acts of 2005, Chapter 70 of the Private Acts of 2005, Chapter 62 of the Private Acts of 2008, and any other acts amendatory thereto, relative to the charter of the City of Clarksville, is hereby amended to read as follows:

ARTICLE I. CHARTER, DEFINITIONS, CORPORATE LIMITS, AND POWERS.

Section 1. City of Clarksville; body politic and corporate; perpetual succession; seal.

The inhabitants of the City of Clarksville, in the County of Montgomery, Tennessee, shall be and continue as a body politic and corporate by the name and style of Clarksville, Tennessee, and by that name shall have perpetual succession, and may have and use a common seal that may be changed at the pleasure of the city council.

Section 2. Definitions.

(a) As used in this Charter, the following words and terms shall have the following meanings:

(1) “Agency” shall mean any department, office, court, utility, authority, board, commission, institution, or other organization in charge of or administering any public function or municipal affair of the City of Clarksville;

(2) “City” shall mean the City of Clarksville;

(3) “Code” shall mean any publication or compilation of rules, regulations, specifications, standards, limitations, or requirements relating to any aspect of municipal affairs, prepared or recommended by an agency of the federal or state government, or by a municipality, or by a trade association or other organization generally recognized as an authority in its field of activity;

(4) “Councilman” shall mean a person elected to the city council as provided in this Charter;

(5) “Member of the Council” shall mean the Mayor and each Councilman;

(6) “Officer” shall mean and include the Mayor, all City Councilmen, the City Judge, members of boards, authorities, and commissions and other public bodies established by the City, and any other persons classified as public officers by the laws or judicial decisions of this state. An “officer” as herein defined shall fill an “office,” and an “employee” shall fill a “position of employment”; and

(7) “Public way” shall mean any land used by the public as a passageway, including, but not limited to, streets, roads, highways, expressways, freeways, boulevards, avenues, parkways, alleys, lanes, sidewalks, walks, bridges, viaducts, subways, underpasses, tunnels, and other thoroughfares, and including the right-of-way of such public ways.

(b) The masculine shall include the feminine, and the singular shall include the plural, and vice versa.

Section 3. Corporate limits.

The corporate limits and boundaries of the City shall embrace the territory situated within Montgomery County, Tennessee, as described and established by prior private acts of the State of Tennessee, and by ordinances of the City Council, and pursuant to general law, as same may be amended from time to time. Nothing herein shall be construed as reducing or enlarging the corporate limits of the City as previously established, or restricting or prohibiting the power or authority of the City to annex territory as may be provided for by general law.

Section 4. General powers.

By its corporate name the City may contract and be contracted with; purchase, lease, receive, and hold properties, real, personal, and mixed, and shall have all rights and privileges, within or beyond the corporate limits of the City; and may sell, lease, grant, or dispose of all such properties, rights, and privileges, for the benefit of the City, and may sue and be sued in all courts of law and equity, in all actions whatsoever, and may do all other acts touching the same as natural persons; and may have the exercise of all other powers and authority granted to or vested in any other City or town as permitted by general law, or by any private act of the State of Tennessee applicable to the City of Clarksville, except those things herein forbidden.

Section 5. Corporate powers enumerated.

(a) The City shall have full power by ordinance within or without the corporate limits, as permitted by law, as follows:

(1) Levy, assessment, and collection of taxes. To levy and to provide for the assessment and collection of taxes on all property subject

to taxation, the tax rate for general purposes to be such as the City may by ordinance from time to time establish.

(2) License taxes. To levy and to provide for the collection of license taxes on privileges, occupations, trades, and professions. A collection fee may be added to each such license tax as permitted by law.

(3) Vehicle registration fees. To levy and to provide for the collection of registration fees on automobiles and trucks owned by residents of the City, as permitted by law. Such registration fees on licensed vehicles may be graduated according to their tonnage capacities, weight, or horsepower, or other classification as permitted by law.

(4) Classification of subjects and objects of taxation. To adopt such other classification of the subjects and objects of taxation as permitted by law.

(5) Special assessments. To make special assessments for municipal improvements.

(6) Property and ad valorem taxes generally. To fix the date or dates upon which all property taxes and ad valorem taxes shall become due, and the date or dates upon which such taxes shall become delinquent, and to authorize, or provide for, the payment of such taxes annually, semiannually, quarterly, or monthly as permitted by law.

(7) Discount for prompt payment of taxes. To authorize a discount for the prompt payment of taxes, or for payment before they become delinquent as permitted by law.

(8) Payment of taxes after they are secured by lien. To authorize payments or partial payments of taxes after they are secured by lien but

before the amounts thereof are fixed or become due, and to authorize or provide for discounts or interest credits on account of such advance payments. But the total of such advance payments shall not exceed the corresponding taxes for the preceding year, until the assessment is made as permitted by law.

(9) Penalty and interest on delinquent taxes. To fix the penalty and interest to be charged on delinquent taxes, in accordance with general law.

(10) Adjustments on assessments; interest and penalties on taxes. To make adjustments as to assessments, interests, and penalties on taxes, in accordance with general law.

(11) Bonds. To issue, sell, and pledge, or in any manner dispose of negotiable or nonnegotiable interest-bearing or noninterest-bearing bonds, warrants, promissory notes, or orders of the City, solely upon the credit of specific property owned by the City, or solely upon the credit of income derived from any property used in connection with any public utility owned or operated by the City, or solely upon the credit of the proceeds of special assessments for local improvements, or upon any two (2) or more such credits, or in any other manner that any other city can lawfully do, and also issue, sell, pledge, or in any other manner dispose of any other bonds when authorized by general law.

(12) Eminent domain. To acquire by the exercise of the power of eminent domain, property, real or personal, or any easement, interest, estate, right-of-way or use therein, either within or without the City, for present or future use of the City. Such proceedings for the acquisition of

such property by eminent domain are to be made and effected in accordance with general law.

(13) Accepting of property by trusts. To accept and hold property within or without the City or state upon trust for the public benefit.

(14) Exemption of industries or businesses from taxation. To exempt industries or businesses from taxation to afford employment to citizens in need thereof, in accordance with general law.

(15) Appropriation of money; donations to certain industries. To make appropriation of money and bind the credit of said City for the purpose of encouraging development for the employment of citizens in need of employment, in accordance with general law.

(16) Garbage and sewage disposal. To collect and dispose of drainage, sewage, offal, ashes, garbage, trash, and refuse.

(17) Contracts for public utilities. To make contracts, subject to conditions hereinafter provided, with any person, firm, association, or corporation, for public utilities and public services to be furnished to the City and its residents, or by the City to its residents. Such power to make contracts shall also embrace the power hereby expressly conferred to make exclusive contracts, and when an exclusive contract is entered into, it shall be exclusive only against any person, firm, association, or corporation, but not against the City itself. All such contracts shall be subject to the provisions of general law.

(18) Franchises. To grant to any person, firm, association, or corporation, franchises for public utilities and public services to be furnished to the City and its residents. Such power to grant franchises shall also embrace the power hereby expressly conferred to grant

exclusive franchises, and whenever an exclusive franchise is granted, it shall be exclusive only against any other person, firm, association, or corporation, but not against the City itself. All such contracts shall be subject to the provisions of general law.

(19) Definition, prohibition, and abatement of things detrimental to health, morals, welfare, safety, and convenience of inhabitants. To define, prohibit, abate, suppress, prevent, and regulate all acts, practices, conducts, business occupations, callings, trades, uses of property, and all other things, whatsoever detrimental, or liable to be detrimental, to the health, morals, welfare, safety, and convenience of City residents, and to exercise general police powers, and to make and enforce regulations to secure the general health and welfare of the citizens, and to abate, remove, and prevent nuisances.

(20) Operation of charitable, educational, recreative, curative, or penal institutions; prevention of disease; quarantine laws, board of health, and operation of hospitals. To provide, construct, and maintain, or donate to, charitable, educational, recreative, curative, corrective, detentive, or penal, institutions, departments, functions, facilities, instrumentalities, conveniences, and services, within or beyond the corporate limits, but within this state; to make regulations to prevent the introduction or spread of contagious or infectious diseases in the City; to make quarantine laws for that purpose, and to enforce the same to the distance of one (1) mile from the City; to create a board of health and a health department and to establish, build, regulate, and operate hospitals and pest houses, separately or jointly with the county, state, federal government, or any public agency, in accordance with general law.

(21) Regulation of animals; impounding and disposing of animals. To regulate, tax, license, vaccinate, or suppress, separately or jointly with the county, state, federal government, or any public agency, the keeping or running at large of animals within the City, and to provide for the impoundment of same in violation of any ordinance or lawful order, and in default of redemption, to provide for their disposition by sale, gift, or humane killing.

(22) Acquisition of public buildings, bridges. To acquire, purchase, provide for, construct, regulate, and maintain, and to do other things relative to all market places, public buildings, bridges, market houses, sewers, and other structures, works, and improvements, parks, and recreational facilities.

(23) Regulation of location, occupancy, height of buildings, and building materials; inspection of buildings as to health and safety. To regulate the location, bulk, occupancy, area, lot, height, and construction of buildings and building materials, including, but not limited to, plumbing and electric wiring of all buildings and structures, and to inspect all buildings, lands, and places as to their condition for health and safety, and when necessary, to prevent the use thereof and to require any alterations or changes necessary to make them healthful, clean, or safe.

(24) Acquisition and maintenance of airport; power to finance airport. To acquire, own, equip, and maintain a municipal airport, within or without the corporate limits, and for such purposes may make appropriations and borrow money. These things may be done jointly with Montgomery County.

(25) Establishment and maintenance of police department. To establish, support, and regulate a police department; to purchase police equipment and vehicles, and to construct or purchase buildings for the housing of same, and to make all appropriations necessary for such purposes.

(26) Enforcement of ordinances by civil fines, forfeitures, and civil penalties; costs; limitations on fines. To enforce any ordinance, rule, or regulation by means of civil fines, forfeitures, and civil penalties, or by abatement, or by order of injunction or to stop work, or by action or proceedings of any kind in any court of competent jurisdiction, or by any one or more of such means, and to impose costs as a part thereof, but no fine, forfeiture, or civil penalty shall exceed the amount permitted by general law.

(27) Suppression of vice; civil fines, forfeitures, and civil penalties; judicial proceedings; appeal. To the extent permitted by general law, to regulate, fine, and suppress all disorderly houses, assignation or houses of prostitution, and gambling houses; to impose civil fines, forfeitures, and civil penalties for the breach of same, or to enforce any ordinance pertaining to same; to provide for the recovery of costs and appropriations related to same; to prevent and punish by civil pecuniary penalties or fines all breaches of the peace, noises, disturbances, or disorderly assemblies in the City at any time. Civil fines, forfeitures, and civil penalties for each breach of the laws and ordinances of said City may be recovered in the City Court, and said City Court shall have the power to issue process, either summons or subpoena, render judgment, issue executions, and fine for contempt as provided by general law. Any

person dissatisfied with the judgment of the City Court may, within ten (10) calendar days thereafter, appeal to the Circuit Court of Montgomery County, Tennessee, upon giving bond with good and sufficient security approved by the Circuit Court for his appearance or faithful prosecution of the appeal and court costs. The bond shall not exceed, nor be less than, the amount required by general law. Jurisdiction is hereby conferred upon said Circuit Court to hear and determine such appeals, in accordance with general law, and to impose civil fines, forfeitures, civil penalties, injunctions, or other orders as provided by the ordinances of the City of Clarksville and general law. Any judgment in the Circuit Court shall not exceed the amount of the civil fine and court costs imposed by the City Court, to include any litigation taxes, plus any accrued court costs, to include any litigation taxes, in the Circuit Court. Ordinances of the City imposing civil fines, forfeitures, and civil penalties shall be construed remedially. All process permitted by law issued by the Mayor, City Council, City Court, or other officer of the corporation, may be directed to the Chief of Police, the Sheriff of Montgomery County, or police officers or deputies under their authority, who shall execute and return same as any other process, which may be amended from time to time to promote the attainment of justice.

(28) Licenses. To license and regulate all persons, firms, corporations, companies, and associations, engaged in any business, occupation, calling, profession, or trade, not otherwise forbidden by general law.

(29) Licensing, inspection of weights and measures. To establish, regulate, license, and inspect weights and measures, to the extent permitted by general law.

(30) Immoral conduct; obscene pictures. To suppress and prohibit, immoral or illicit conduct, and obscene pictures, literature, materials, or objects, to the extent permitted by general law.

(31) Weapons. To regulate selling, carrying, using, or firing of firearms, or other deadly weapons, to the extent permitted by general law.

(32) Vagrancy. To define and punish vagrancy, loitering, disorderly conduct, and all other acts or conduct that could be lawfully defined as misconduct or as a misdemeanor, to the extent permitted by general law.

(33) Licensing and regulation of theatrical exhibitions, shows. To license, tax, and regulate theatrical and other exhibitions, shows, and entertainments, and to suppress immoral, vicious, or indecent theatrical or other shows, exhibitions, and entertainments, in a manner not inconsistent with general law.

(34) Regulation of motor vehicles. To regulate the parking, use, and operation of motor vehicles upon the streets, thoroughfares, alleys, and public places in the City.

(35) Regulation of vehicles for hire. To regulate the use and operation of taxicabs, buses, and other motor vehicles for hire for the transportation of passengers within the City and the fares to be charged; and to require all persons wishing to drive or operate any such vehicle to first obtain a permit therefor from the City upon such investigation, examinations, and conditions as the City may require or determine; and to

charge a fee for such permit or renewal, in an amount as the City may determine.

To require all such vehicles for hire to be kept clean and in good mechanical condition, and that all such motor vehicles for hire be inspected from time to time, and to charge a reasonable fee for each such inspection.

To require that the owner or operator of each vehicle for hire acquire and maintain liability and property damage insurance for the protection of passengers and the general public, such insurance to be with a company or companies approved by the state Commissioner of Commerce and Insurance, with the amounts and forms of insurance policies to be such as the City may require, not inconsistent with state law of general application. Copies of the insurance policies shall be provided to the City and kept on file by the City for public inspection.

(36) Establishment and maintenance of fire department. To establish, support, and regulate a fire department; to purchase firefighting equipment and vehicles; and to construct or purchase buildings for the housing of same; and to make all appropriations necessary for such purposes.

(37) Fire preventive powers generally. To make such regulations for the prevention and extinguishment of fires as the City may deem necessary and proper, including the power to require the obtaining of a building permit from the City before the building, installing, or repairing of any buildings, structure, part thereof, or apparatus used or situated therein.

(38) Manufactories likely to produce fires. To regulate, restrain, and prevent the carrying on of manufactories dangerous in causing or producing fires, to the extent permitted by general law.

(39) Storage and sale of explosives and flammables. To regulate the storage and sale of all combustible, flammable, explosive, dangerous, or offensive materials and instruments, to the extent permitted by general law.

(40) Regulation of lights, lamps; electric wiring in public places and buildings. To regulate the character and use of lights, lamps, electric wiring, steam, gas, and hot air pipes in all places and buildings.

(41) Establishment of fire districts; regulation of buildings therein. To establish fire districts, and to prevent the erection of wooden buildings and buildings covered with combustible material, to the extent permitted by general law.

(42) Restricting the location of business occupations and practices. To prescribe the limits within which business occupations and practices liable to be a nuisance, or detrimental to the health, morals, security, or general welfare of the people, may lawfully be established, conducted, or maintained, within the City and within one (1) mile beyond its corporate limits.

(43) Authority, duties, and rights of officers and employees. To determine and to fix the authority, duties, rights, qualifications, responsibilities, and compensation of all officials, officers, and employees elected, appointed, or employed by the City.

(44) Designation and duties of departments. To create, reorganize, and abolish various departments by which the affairs and

business of the City are conducted, and to define and fix the duties of such departments.

(45) Consolidation of two or more departments. To combine or consolidate the authority, duties, rights, and responsibilities of any two (2) or more departments, officials, officers, appointees, or employees, and to define and fix the duties and compensation of each.

(46) Changing ward boundaries. To change the boundaries of wards, when and as it may be deemed necessary or proper in accordance with general law.

(47) Revocation of licenses. To provide for the revocation of, and to revoke, licenses and permits.

(48) Retirement. To provide for the retirement and pensioning of the City's officers and employees and make available to them any group, life, hospital, health, dental, disability, or accident insurance, either independently of, or as a supplement to, any retirement or other employee welfare benefits otherwise provided by law.

(49) Expenditure of money. To expend the money of the City for all lawful purposes.

(50) Acquisition and disposition of property. To purchase, acquire, receive and hold, maintain, improve, sell, lease, mortgage, pledge, or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the City or state, except such as may hereinafter be prohibited.

(51) Appropriate money, payment of debts, and borrowing of money. To appropriate money, and to provide for the payment of debts of the City, and to borrow money or funds, to include, but not be limited to,

the borrowing of money or funds in anticipation of tax collections, in accordance with general law.

(52) Public utilities and public service. To construct, purchase, acquire, by condemnation or otherwise, lease, own, operate, and maintain an electric power plant and distribution system, telecommunications system, water pumping plant and distribution system, gas manufacturing plant and distribution system, natural gas distribution system, sewerage disposal system, or any other utilities, or any estate or interest therein or part thereof, or the use of any such utility, and to furnish the product or service of any said utilities for its own uses and purposes and to the general public within or without the City; and to fix and regulate the charges of such products and services; and the right to sell, lease, mortgage, pledge, or otherwise dispose of any said utilities or any part thereof; and the right to purchase electric power, telecommunications, gas, water, or other products for distribution, for the use of the City and for sale to the general public, and to make all contracts and to do all things in regard to any of such things that may appear advisable for the City.

(53) Streets; highways; generally. To construct, improve, reconstruct, and reimprove by opening, extending, graveling, macadamizing, draining, or otherwise improving any streets, highways, avenues, alleys, or other public places within the corporate limits, and to assess a portion of the cost of such improvements upon the property abutting upon or adjacent to such streets, highways, or alleys, as may be permitted by general law, and may by ordinance or otherwise prohibit anyone from occupying, encroaching, or trespassing upon any of the

public lands, buildings, parks, streets, roads, and alleys within the City, and remove anyone from same who may have occupied or encroached on same.

(54) Construction and repair of sidewalks and curbings; cleaning of gutters and sidewalks; removal of snow, ice, weeds; cleaning of privies, stables, and slaughterhouses; assessment of costs; assessment to constitute a lien; livestock and animals generally.

(A) To provide for the construction and repair of sidewalks and curbings, and for the cleaning of same and all gutters and streets, at the expense of the owners of the ground fronting thereto; to provide for the removal of all encroachments into or upon any street, alley, or other property of the City, and for the removal of all obstructions from sidewalks, including snow, ice, and earth; the cutting and removal of obnoxious weeds, rubbish, grass, trees, vines, underbrush, or other vegetation, trash, litter, refuse, or garbage, or of building material debris; the cleaning and rendering sanitary or safe, or the removal, of closets and privies, pigpens, stables, and slaughterhouses, at the expense of the owners of the property or the owner of the abutting property, as well as the demolition or reduction of houses, buildings, or structures as permitted by general law. The expense of all of the above shall be a debt against the owner or owners, and shall constitute a lien on the lot or lots of said owner or owners from the date the City incurs the costs to remedy the condition or the date the lien is filed by the City with the Register of Deeds, whichever occurs earlier, and said lien and debt or costs may be enforced

and recovered by the City in accordance with state law of general application; also to regulate the keeping, and to prevent the running at large, of animals of all kinds, and insects.

(B) To provide for the abatement of unhealthy or unsafe conditions on occupied or unoccupied parcels of land, and to recover costs of such actions from the owners, landlords, or tenants thereof, as permitted by general law.

(55) Erection of bridges, sewers. To construct, erect, establish, open, close, and remove bridges, sewers, gutters, hydrants, and cisterns, and regulate and charge for use thereof.

(56) Improvement of navigation on Cumberland River; erection and regulation of wharves, docks; marinas, wharfage rate; regulation of other anchorages and moorings. To improve and preserve the navigation of the Cumberland River within the corporate limits of the City, which shall extend to the center of said river; to erect, repair, and regulate public wharves, docks, marinas, and landings, and to fix the rate of wharfage thereat, not extending to any now owned by private persons, unless the City becomes the owner; to regulate the stationary anchorage and mooring of vessels, watercraft, and rafts at other places than wharves within the City, to the extent permitted by general law.

(57) Regulation of public grounds and buildings. To provide for the enclosing, improving, regulating, care, maintenance, and use of public grounds, buildings, and properties belonging to the City, within or without the corporate limits.

(58) Inspection of articles for consumption. To inspect, test, measure, and weigh any article for consumption or use within the City,

and to charge reasonable fees therefor, which fees are to go into the treasury of the City, to the extent permitted by general law.

(59) Depository for city funds; penalty for refusal of officials to place funds in depository. To designate from time to time a depository in which all of the funds under control of the City shall be kept, and it shall be cause for removal from office of any City official to refuse to deposit the funds in his hands in the depository so designated.

(b) Adoption and enforcement of ordinances not specifically enumerated. The City shall have full power to adopt and enforce such further ordinances, rules, and regulations, whether or not specifically enumerated in this Charter, as may be deemed necessary or proper for the good government, functioning, and administration of the City, and for the accomplishment of its objects and purposes.

(c) Powers granted herein not restrictive. The City shall have full power to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants, and all implied powers necessary to carry into execution all powers granted in this Charter as fully and completely as if such powers were fully enumerated herein. No enumeration of particular powers in this Charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to cities under general law.

ARTICLE II. CITY COUNCIL.

Section 1. Division of City into wards; election of Mayor and Councilmen.

(a) The City of Clarksville shall be divided into twelve (12) wards for the purpose of electing twelve (12) persons for the office of Councilman.

(b) The City Council shall by ordinance divide the city into twelve (12) wards to apportion the City Council so that the Councilmen elected from wards shall represent substantially equal populations. The City Council may reapportion at any time thereafter, if it deems such action necessary to maintain substantially equal representation based on population. The City Council shall use the latest federal census data whenever a reapportionment is made. Wards shall be reasonably compact and contiguous. A map of such wards shall be filed and maintained by the City Clerk.

(c) There shall be one (1) Councilman elected from each ward who is a resident of such ward, and such Councilman shall be selected by the qualified voters of such ward.

(d) The City shall take all action necessary to cause the Montgomery County Election Commission to hold an election at the voting places in the City on the first Tuesday after the first Monday in November in each even-numbered year to fill all vacancies for the offices of City Councilman and Mayor. Except as otherwise provided herein pertaining to filling vacancies due to unexpired terms, as the terms of office of the Mayor and each Councilman expire, the qualified successors thereto shall be elected for terms of four (4) years. The candidate receiving the highest number of votes for Mayor, and the candidates, one (1) from each ward, receiving the highest number of votes for Councilman of each ward, shall be taken as duly elected, subject each to an election contest as provided by general law.

(e) Nothing herein shall be deemed to shorten or lengthen any terms of a sitting, duly elected Mayor or Councilman at the time of the effective date of this

Charter, or to repeal or annul any previous duly enacted ordinance establishing specific wards filled by election, or to be filled by election, prior to the effective date of this Charter.

(f) At the election occurring on the first Tuesday in November 2014, there was elected by the qualified voters of the entire City a Mayor elected for a term of four (4) years, said term beginning January 1, 2015, and continuing until her qualified successor is elected and takes office. The terms of City Councilmen shall be staggered in accordance with the following. At the November 2014 election, one (1) Councilman was elected from each of the following wards to serve for a term of four (4) years, said terms beginning January 1, 2015, and continuing until their qualified successors are elected and take office: Wards One (1), Two (2), Six (6), Seven (7), Ten (10), and Eleven (11). At the November 2012 election, one (1) Councilman was elected from each of the following wards to serve for a term of four (4) years, said terms beginning January 1, 2013, and continuing until their qualified successors are elected and take office: Wards Three (3), Four (4), Five (5), Eight (8), Nine (9), and Twelve (12).

Section 2. Restrictions on candidates.

All persons eighteen (18) years of age or older who are citizens of the United States and of the State of Tennessee, and who have been residents of the City for the period required herein, and who are otherwise qualified by general law, shall be eligible to hold a City public office, except for any person who has been convicted of offering, giving, or receiving a bribe, or of misfeasance or malfeasance in public office, or of any other offense declared infamous by general law, unless restored to citizenship in the manner provided by general law.

Section 3. City Council designated; eligibility for office.

(a) The governing body of the City shall be known as the “City Council” and shall be composed of a Mayor and as many Councilmen as there are wards in the City. Candidates for Mayor and City Councilman shall be residents of the City of Clarksville and shall have resided in the City for twelve (12) months next preceding their election, and shall be qualified to vote in the election in which they are candidates. Candidates for City Councilman, other than the Mayor, shall also reside in and be qualified to vote in the ward to which they seek election at the time said candidate files his election qualifying petition with the Montgomery County Election Commission. City Councilmen, other than the Mayor, shall continue to reside, for the duration of their term of office, in the ward from which they were elected to serve. The Mayor shall continue to reside within the City limits for the duration of the Mayor’s term of office.

(b) “Reside,” “Residence,” or “Resident,” for purposes of this section, shall mean the place where the candidate maintains his “principal residence.”

(c) For purposes of this section, a person’s “principal residence” shall be that place in which the person’s habitation is fixed, and to which, whenever the person is absent, the person has a definite intention to return. There can be only one “principal residence.” The following factors may be considered in the determination of a person’s “principal residence”:

(1) The location of a person’s inhabitable or residential real property owned, leased, possessed, occupied, or used by such person;

(2) The location of a person’s personal possessions;

(3) The location at which a person normally sleeps on a daily basis except for periods the person is away for business, social, family, vacation, or hospitalization purposes;

(4) The location provided by or used by the person for licensing or registration of personal property;

(5) The location provided by or used by the person for any occupational or professional licensing, certifications, or permits;

(6) The location provided by or used by the person in connection with the provision of utility services for inhabitable or residential real property owned, leased, possessed, occupied, or used by the person;

(7) The location provided by or used by the person for driver license and/or voter registration purposes;

(8) The location provided by or used by the person for personal federal and/or state tax return purposes;

(9) The principal place of abode of the person's spouse or immediate family members;

(10) The location provided by or used by the person for bills and correspondence, to include bank and credit card statements, and correspondence from group organizations or entities of which the person is a member or affiliated with; and

(11) Any other factor that may be relevant to the determination of the "principal residence" of a person.

Section 4. Terms limits for Councilmen.

(a) No member of the City Council, excluding the Mayor, may serve more than three (3) consecutive terms as a member of the Council, not including parts of terms that could result from appointment to that position or election for less than a full term. A member of the City Council who has served the maximum number of consecutive terms hereunder shall not be prohibited from then running for the office of Mayor.

(b) No Mayor of the City may serve more than three (3) consecutive terms in that office, each of such terms to include parts thereof that could result from appointment to that position or election for less than a full term. A Mayor who has served the maximum number of consecutive terms hereunder is prohibited from then running for the office of City Councilman, except as provided in subsection (c).

(c) "Consecutive terms" shall mean terms that are served without interruption; any member of the City Council, to include a Mayor, who has served three (3) consecutive terms, may, after not serving in that capacity for at least one (1) full term, seek office again.

(d) The provisions of this section shall apply to those persons serving terms beginning January 1, 1993, and January 1, 1995, and all subsequent terms.

Section 5. City Council to call elections; supervision of elections; qualifications of voters.

The City Council shall have the power, in accordance with general law, to call, regulate, and provide for all municipal elections; including all elections respecting bond issues; all elections held under this Charter shall be held and supervised by the Montgomery County, Tennessee, Election Commission. A qualified voter who is properly registered as a resident of the City in accordance with general law shall be entitled to vote in any election held pursuant to this Charter.

Section 6. Removal from office.

The Mayor, or any City Councilman, or the City Judge, may be removed from office pursuant to and in accordance with the provisions of general law.

Section 7. Vacancy in office.

In case of a vacancy in the office of any City Councilman prior to the expiration of the term for any such member, except the Mayor, the City Council shall fill the vacancy until the next City election by a majority vote of the entire City Council. When a vacancy shall occur in the office of Mayor prior to the expiration of the term for Mayor, the vacancy shall be filled as provided in Section 8. Should the Mayor cease to be a bona fide resident of the City at any time during his term of office, his office shall thereupon become vacant, and should any Councilman, other than the Mayor, change his residence from the ward from which he was elected, his office shall thereupon become vacant.

Section 8. Absence of Mayor; Mayor pro tem.

At the first meeting of the City Council, following any citywide election in which City officials have been elected, and after the installation of such officials, the Mayor shall recommend to the City Council one (1) of its members to be Mayor pro tem, which individual shall serve for a period of two (2) years from his ratification by the City Council. That person shall serve in the absence of or inability of the Mayor to act. In the event of the failure of the City Council to make such ratification, a Mayor pro tem shall be elected by majority vote of the entire City Council. Such member shall act as Mayor during any temporary absence or inability of the Mayor to act, and whenever a vacancy occurs in the office of Mayor prior to the expiration of the term for Mayor, the Mayor pro tem shall become Mayor and hold office as such until the next City election, and his office as Councilman shall thereupon become vacant, and the vacancy shall be filled by the City Council as herein provided. In the event of the absence or disability of the Mayor pro tem to serve, or his failure to perform the duties required of him, the City Council shall have the right to elect an acting Mayor pro tem, who shall serve until the Mayor pro tem is able to discharge his duties. Whenever a vacancy occurs in the office

of the Mayor pro tem prior to the expiration of the term of the Mayor pro tem, the City Council shall elect one (1) of its members to fill that vacancy.

Section 9. Time of meetings; special meetings.

(a) The City Council, by ordinance, shall fix the time and place at which the regular meetings of said City Council shall be held, and until otherwise provided by ordinance, the regular meetings of the City Council shall be held at 7:00 p.m., on the first Thursday night in each month, at the City Council chamber.

(b) When, in the opinion of the Mayor, or of seven (7) City Council members exclusive of the Mayor, the welfare of the City demands it, the Mayor, or the Mayor pro tem in the absence or disability of the Mayor, shall call a special meeting of the City Council, with a minimum of twenty-four-hours' notice to each City Councilman, the City Clerk, and the City Attorney, and the Director of Finance and Revenue (Chief Financial Officer). Notice may be sent by electronic mail, with each such contacted person affirming receipt by reply electronic mail within twenty-four (24) hours. If electronic mail is unavailable, or if any such person fails to affirm receipt by electronic mail, then notice may be accomplished by telephone call made by the City Clerk. If telephone service is unavailable, or if any such person cannot be contacted by telephone, then notice may be accomplished by written notice and personal hand delivery to any such person by the City Clerk or any City police officer. Each call for a special meeting shall set forth the specific and only topics of business to be discussed and transacted. The Mayor, or Mayor pro tem in the absence or disability of the Mayor, or properly appointed Chair in the absence or disability of both, shall conduct the meeting within seventy-two (72) hours.

Section 10. Mayor to preside; when Mayor to vote.

The Mayor shall preside at all meetings of the City Council, and he may vote upon any matter presented to the City Council. If the Mayor is absent, the Mayor pro tem shall preside, and may vote. If the Mayor and the Mayor pro tem are both absent, the City Council then in session may elect one (1) of the City Council members present to preside. In such case, the City Attorney, without a right to vote, shall conduct the election of the City Council member to preside at that meeting.

Section 11. Quorum.

A majority of all the members of the City Council (composed of the Mayor and as many Councilmen as there are wards in the City, the Mayor being one (1) of the members of the City Council) shall constitute a quorum, but a smaller number may adjourn from day to day and may compel the attendance of absentees in such manner and under such penalty as the City Council may provide.

Section 12. Voting.

Except as otherwise provided in this Charter, or by ordinance approved by the City Council, or by general law, a majority vote of the members of the City Council present shall decide the action of the Council at that meeting. Each ordinance or resolution passed by the City Council shall be signed by the Mayor and the City Clerk. Ordinances shall not take effect until after their final passage in accordance with Article III, Section 6, of this Charter.

Section 13. Rules of procedure; powers incident to rules of procedure; minutes to be kept.

(a) The City Council may determine the rules of its proceedings, subject to this Charter, and by majority vote of the City Council may order the arrest of, and may impose a civil fine upon, any City Council member or other person or persons guilty of disorderly or contemptuous behavior in its presence.

(b) The City Council, by majority vote, shall have the power to subpoena witnesses, and to order the production for purposes of review or inspection, and the copying thereof, of books, papers, documents, and records, to include electronic documents and records, and to order that objects and things be produced for inspection, as may be found or located within the City limits and one (1) mile thereof, relating to any subject within its jurisdiction, to the fullest extent permitted by general law; and may delegate said power to any committee of the City Council, who may exercise said power by majority vote of the members of the committee; to call upon its officers or policemen to execute its process, and may order the arrest of, and may impose a civil fine upon, any person refusing to obey such subpoena or order.

(c) No fine for any offense under this section shall exceed fifty dollars ($50.00).

(d) The presiding officer of the City Council or the chairman of any committee may administer oaths to witnesses.

(e) The City Council shall keep, or cause to be kept by the City Clerk, minutes of its proceedings, to be recorded in a well bound book suitable for that purpose.

Section 14. Sessions to be public.

All sessions of the City Council shall be public, except as may otherwise be permitted by general law for attorney-client privileged communications.

Section 15. Restrictions on Councilmen.

(a) The City Council, and its committees, shall act in all matters as a body, and no member shall seek individually to influence the official acts of the Mayor or any other officer or employee of the City, or to direct or request the appointment of any person to, or his removal from, any office or position of

employment, or to interfere in any way with the performance of duties by any officer or employee. Nothing contained herein shall prevent the City Council or its committees from conducting such inquiries into the operation of City government and the conduct of the City's affairs as the City Council or its committees may deem necessary.

(b) No City Councilman, to include the Mayor, shall be employed by the City as an employee, but may hold office as an elected official and may receive compensation and benefits therefor as provided herein or otherwise by ordinance.

Section 16. Official city newspaper.

The City Council, by resolution, shall designate a newspaper of general circulation in the City as the official City newspaper.

Section 17. Compensation of Mayor; Councilmen other than the Mayor, and Mayor pro tem.

(a) The compensation of the Mayor shall be established by ordinance by the City Council, and may be adjusted by ordinance by the City Council; provided, that such adjustment shall be approved prior to the beginning of the term of office for which the Mayor was elected, and such compensation shall not be altered during such Mayor's term of office.

(b) The compensation of the Councilmen, other than the Mayor, shall be established by ordinance by the City Council, and may be adjusted by ordinance by the City Council; provided, that such adjustment shall be approved prior to the beginning of the term of office for which a Councilman is elected, and such compensation shall not be altered during such Councilman's term of office.

(c) In addition to the compensation provided to Councilmen in subsection (b), the Mayor pro tem shall receive additional compensation for the duration of

his term as Mayor pro tem, to be established by ordinance by the City Council, and said additional compensation for the Mayor pro tem may be adjusted by ordinance by the City Council; provided, that such adjustment shall be approved prior to the beginning of the term of office for which the Mayor pro tem was selected or elected, and such additional compensation shall not be altered during such Mayor pro tem's term of office as Mayor pro tem.

(d) In addition to the compensation set out hereinbefore, the Mayor and each Councilman, to include the Mayor pro tem, shall be reimbursed for expenses incurred in the performance of their duties.

ARTICLE III. ORDINANCES AND RESOLUTIONS.

Section 1. Enacting style.

All ordinances shall begin "Be it ordained by the City of Clarksville."

Section 2. City legislation.

Any action of the City Council having a regulatory or penal effect, or required to be done by ordinance under this Charter, or by general law, shall be done only by ordinance. Other actions may be accomplished by resolutions or by motions. Each resolution and ordinance shall be in written form before being introduced. Amendments of ordinances and resolutions, whether codified or not, or parts thereof, before or at the time of their introduction, shall be in written form, and shall be accomplished only by setting forth the complete section, sections, subsection, or subsections in their amended form. A code may be adopted by an ordinance that contains only a reference to its title, date of the code, and issuing organization, and the City Clerk shall file a copy of any such code in his office. The City shall furnish a copy of any such code to any person for a reasonable fee in accordance with general law. The City Clerk shall number ordinances consecutively in the order of their final adoption, and shall bind them into a permanent record book used solely for this purpose, and the City Clerk shall do likewise

for resolutions, using a separate series of numbers and a separate record book. The original copies of all ordinances, resolutions, and motions shall be filed and preserved by the City Clerk.

Section 3. Codification of ordinances.

All ordinances having a regulatory or penal effect, or of a permanent nature and having general application, as may be determined by the City Attorney, or that are required to be codified by general law, shall be codified and made a part of the Official Code of the City of Clarksville. The Official Code of the City of Clarksville shall be kept and maintained in electronic format on the official web site of the City of Clarksville, where it will be accessible and printable by the general public for no charge. The Official Code of the City of Clarksville shall also be kept and maintained in loose-leaf form by the City Clerk, and shall be made available to any person desiring a copy, for which a reasonable fee may be charged in accordance with general law. Any conflict between the loose-leaf form of the Official Code of the City of Clarksville and the electronic form maintained on the City of Clarksville's web site shall be resolved in favor of the loose-leaf form. Each new ordinance enacted by the City shall be adopted as a newly numbered title, chapter, or section, or as an amendment to an existing title, chapter, or section, or as repealing an existing title, chapter, or section, of the Official Code of the City of Clarksville. The City Clerk, in coordination with the City Attorney, shall cause said ordinances to be codified and integrated with the existing Official Code of the City of Clarksville, and may contract with a private codification services firm for such purposes, with appropriated funds. Notes shall be inserted at the end of amended or new titles, chapters, or sections, referring to the dates and numbers of ordinances making the amendments or adding the new titles, chapters, or sections, and such references shall be cumulative if a title, chapter, or section is amended more than once in order that the current copy of the Official Code of the City of Clarksville will contain references to all

ordinances previously passed related thereto since the adoption of the original Official Code of the City of Clarksville.

Section 4. Ordinances to establish rules and regulations.

The City Council may, by ordinance or resolution, authorize agencies of the City to promulgate formal regulations or rules within their respective jurisdictions, subject to such restrictions and standards of guidance as the City Council may prescribe. No such formal regulations or rules shall take effect until filed with the City Clerk, who shall preserve and maintain the same in his office. Such regulations and rules shall be included as a separate part of the Official Code of the City of Clarksville as an appendix or as separate appendices. Amendments of such regulations and rules shall be accomplished only by setting forth complete sections or subsections in their amended form.

Section 5. Effect on prior ordinances and resolutions.

All ordinances and resolutions in force at the time of the taking effect of this Charter, passed under authority of prior Charters, shall remain in full force and effect until amended or repealed, except where they are in conflict with the provisions of this Charter.

Section 6. Effective date of ordinances, resolutions, and franchises.

(a) Ordinances shall be passed on two (2) readings on two (2) separate days in open session of the City Council before they shall become effective, and for each reading, a reading of the title of the ordinance shall suffice together with such explanation as might be called for by the Mayor or any member of the City Council. Any ordinance may be amended on second reading after being passed on first reading; provided, the amendment is sufficiently explained.

(b) All ordinances and resolutions shall take effect from and after their final passage unless otherwise provided therein.

(c) Ordinances making a grant, renewal, or extension of a franchise, or regulating the rate to be charged by any public utility for its services, except for rate changes required by general law or by contract between the City and any state or federal governmental agency, to include the Tennessee Valley Authority or any successor agency, shall be passed on two (2) readings on two (2) separate days, and shall not take effect until thirty (30) days after final passage. Notwithstanding the foregoing, any City utility supervisory board established by the City Council by ordinance pursuant to Article VIII, Section 1, of this Charter, may establish rates to be charged by that utility for its services, as may be permitted by general law, to such extent and in such manner as the City Council may by ordinance determine.

(d) All ordinances and resolutions shall be signed by the Mayor before the expiration of two (2) days, Sunday excluded, following the final reading of such ordinance or resolution, and by the City Clerk. All ordinances not signed by the Mayor, or City Clerk, before the expiration of two (2) days, Sunday excluded, shall be treated as if they have been signed by the Mayor and City Clerk within the time allotted above, unless the Mayor exercises his veto power as set forth in Article IV, Section 1, subsection (j), of this Charter.

Section 7. Ordinances to have effect beyond City limits.

All ordinances now in force and hereafter enacted, of a moral, criminal, quasicriminal, sanitary, or penal nature shall apply to any and all surrounding territory within one (1) mile beyond the City limits, as well as within the corporate limits.

ARTICLE IV. MAYOR; POWER AND DUTIES GENERALLY.

Section 1. Mayor; powers and duties generally.

(a) The Mayor shall be the executive head of the City government, responsible for the efficient and orderly administration of the City's affairs.

(b) The Mayor shall preside at all meetings of the City Council, and perform such other duties consistent with his office as may be imposed by the City Council, and he shall have a seat, a voice, and the right to vote. The Mayor may introduce ordinances and resolutions for action by the City Council.

(c) The Mayor shall sign all checks or orders on the treasury.

(d) The Mayor shall sign the minutes of the City Council, and all ordinances and resolutions upon their final passage.

(e) The Mayor shall execute all deeds, bonds, and contracts made in the name of the City, and his signature shall be attested by the City Clerk, except as may otherwise be authorized or permitted by ordinance by the City Council.

(f) The Mayor shall have the power, and it is hereby made his duty, to perform all acts that may be required of him by any ordinance or resolution duly enacted by the City Council not in conflict with any of the provisions of this Charter.

(g) The Mayor shall have the power to appoint all standing committees as he may deem necessary. He shall have the right to change the committee members as he may deem advisable.

(h) The Mayor shall have authority to administer oaths and affirmations, and to take depositions as may be permitted by general law.

(i) The Mayor shall have the right to veto, within two (2) days, Sundays excluded, any ordinance passed by the City Council. He shall enter, or cause to be entered by the City Clerk, his reasons for such veto on the minutes of the proceedings. The veto of the Mayor shall render null and void such ordinance unless the City Council shall override the veto at the next regular or special called meeting of the City Council by majority vote of the full membership of the

City Council, plus one (1), excluding the Mayor, who may not vote on a veto override vote.

ARTICLE V. CITY COURT.

Section 1. City Court established; jurisdiction; powers generally.

A City Court, presided over by a City Court Judge on a full-time or part-time basis as may be prescribed by ordinance, is hereby established, which shall have original jurisdiction over violations of ordinances of the City, except as may otherwise be provided by this Charter, or City ordinances, or general law, and shall have such other jurisdiction as is conferred by general law.

(a) Authority to execute process; administer oaths; etc. The City Judge may send City police officers into any part of Montgomery County, Tennessee, to execute process, which said police officers are hereby authorized and empowered to execute and return, in accordance with general law. The City Judge shall have authority to administer oaths and affirmations.

(b) Authority of judge to impose fines and assess costs; limitations on fines; contempt power; enforcement. The City Judge shall have power and authority to impose civil fines, costs, and forfeitures, for all violations of City ordinances, in amounts as may be determined by ordinance of the City Council and general law; to preserve and enforce order in his court through exercise of the contempt power, and to enforce the collection of all such fines, costs, and forfeitures imposed by him as permitted by law, and in default of payment thereof, to pursue collection of same through the City Department of Finance and the City Attorney. All fines may be paid in such manner as may be provided by ordinance.

(d) Fines generally. All fines imposed, and all costs assessed, by the City Judge for the violation of any City ordinance shall belong to the City, except

as may otherwise be provided by general law, and shall be received and collected by the City Department of Finance. The individual fined shall bear all of the costs associated with the collection of all fines and court costs.

(e) No fees to arresting officers; finance department responsible for collection of all fines and costs. The City Judge shall allow no fees to any arresting officer. The City Department of Finance shall have the duty to collect all fines, costs, and forfeitures, imposed or assessed by the City Court for the violation of any City ordinance.

(f) Court dockets. The City Court Judge shall keep, or cause to be kept, with assistance of the City Court Clerk, the City Court dockets embodying complete detailed records of all cases tried and determined in City Court, including all financial transactions and affairs of the Court, in accordance with general law.

(g) When Judge unable to hold court. When the City Court Judge fails to attend, or, if in attendance, cannot properly preside in a cause pending in the City Court, or from any cause is unable to hold court, the Mayor, or in his absence the Mayor pro tem, shall appoint some competent attorney to attend and hold court for the occasion, and continue to do so until the City Court Judge resumes the duties of his office. The compensation of an acting City Court Judge shall be fixed by ordinance.

Section 2. Election of City Judge; term of office.

(a) The City Court Judge of the City of Clarksville shall be elected by the qualified voters of the City of Clarksville, at an election to be held by the Montgomery County Election Commission, or such other person or persons as may be authorized to hold state and county elections, at the voting places in the City, at the regular election to be held on the first Tuesday after the first Monday

in November, or such other date as established by the Montgomery County Election Commission, and on the same day every four (4) years thereafter, who shall hold office for a term of four (4) years beginning January 1 following such election and until his qualified successor is elected and takes office. The candidate receiving the highest number of votes for City Court Judge who is otherwise qualified as provided herein shall be duly elected, subject to an election contest as provided by general law.

(b) At the election occurring on the first Tuesday in November 2016, there shall be elected by the qualified voters of the entire City a City Court Judge elected for a term of four (4) years beginning the following January 1 and until his qualified successor is elected and takes office.

(c) No City Court Judge shall serve more than three (3) consecutive terms in that capacity, each of such terms to include parts thereof that could result from appointment to that position or election for less than a full term. “Consecutive terms” shall mean terms that are served without interruption; any City Court Judge who has served three (3) consecutive terms may, after not serving in that capacity for at least one (1) full term, seek the office and serve again.

(d) The provisions of this section shall apply to those persons serving terms beginning January 1, 2017, and all subsequent terms.

(e) Nothing herein shall be deemed to shorten or lengthen any term of a sitting City Court Judge at the time of the effective date of this amended Charter.

Section 3. Qualifications of City Judge.

The City Court Judge shall be at least thirty (30) years of age upon taking office, and shall be licensed to practice law in the State of Tennessee, and whose license shall be in good standing, and any candidate for City Court Judge shall be a bona fide

resident of the City of Clarksville for one (1) year prior to the date of qualification for his election.

Section 4. Salary of City Court Judge.

The compensation of the City Court Judge shall be established by ordinance by the City Council, and payable in equal monthly installments, and may be adjusted by ordinance by the City Council; provided, that such adjustment shall be approved prior to the beginning of the term of office for which the City Judge is elected, and such compensation shall not be altered during such term of office.

Section 5. City Court Clerk.

There is hereby established an office of City Court Clerk. The City Court Clerk shall be selected in the manner as shall be determined by ordinance by the City Council. The City Court Clerk shall discharge those duties mandated by ordinance by the City Council and general law.

ARTICLE VI. ORGANIZATION AND PERSONNEL.

Section 1. Organization.

The executive and administrative functions of City government shall be organized into departments, with a Police Department, Fire Department, Finance Department, Legal Department, Human Resources Department, and such other departments as may be established by ordinance by the City Council. The Mayor shall select and appoint a Department Head to manage and supervise each department, except as may otherwise be provided for herein. The Mayor, subject to City Council approval by ordinance, may disband, abolish, consolidate, or otherwise reorganize one (1) or more existing departments as determined by him to be necessary and efficient for the carrying on of City business. Department heads shall be under the direct supervision of the Mayor, and shall report to the Mayor and City Council as they require.

Section 2. City Clerk.

(a) The City Clerk shall be appointed by the City Council.

(b) The City Clerk shall be responsible for keeping and preserving the City seal and all records of the City Council; attending meetings of the City Council and keeping a journal of its proceedings at such meetings, including the names of members present and absent, the vote of each member on each ordinance or resolution, where a roll call vote is had, the title of each ordinance or resolution, and each motion considered; preparing and certifying copies of official records in his office, for which fees may be prescribed by ordinance in accordance with general law; and performing such other duties as may be required by the City Council or Mayor.

(c) The City Clerk shall attest the signature of the Mayor on all instruments signed in the name of the City.

(d) The City Clerk shall have custody of and shall preserve in said Clerk's office the public records, original rolls and ordinances, ordinance books, all contracts, title deeds, certificates, and papers, and all other records or documents not required by the Charter or by ordinance to be deposited elsewhere.

Section 3. City Attorney.

(a) The City Attorney shall be an attorney-at-law licensed in the State of Tennessee, shall be appointed by the City Council, and shall receive such compensation as the City Council may determine.

(b) The City Attorney shall direct the management, under the supervision of the City Council, of all litigation in which the City is a party, including the function of prosecuting attorney in the City Court when necessary. He shall represent the City in all legal matters and proceedings in which the City is a party or interested, or in which any of its officers are officially interested; attend all

meetings of the City Council, advise the City Council, its members, and committees, and the heads of all departments, and all City boards, authorities, and commissions, as to all legal questions affecting the City's interest, and shall approve as to form all contracts, deeds, bonds, ordinances, resolutions, and other documents to be signed in the name of or made by or with the City. Except as otherwise directed by this Charter or by ordinance, he shall have full charge of all legal proceedings in which the City is a party.

Section 4. Director of Finance and Revenue (Chief Financial Officer).

The Director of Finance and Revenue (Chief Financial Officer) shall be the City Treasurer, and shall be appointed by the City Council, and shall have full charge of the financial affairs of the City, except those duties that may be delegated by the City Council to some board, official, or other employee, and shall sign all checks or orders on the treasury, and he shall have such other powers and duties as are enumerated in this Charter or by ordinance.

Section 5. Director of Internal Audit; Audit Committee.

(a) There shall be, as an independent agency of the City of Clarksville government, a Department of Internal Audit.

(b) The Department of Internal Audit shall be headed by a Director of Internal Audit, who shall be appointed by the Mayor, upon a recommendation (nomination) by the City Audit Committee, and subject to confirmation by a majority vote of the City Council.

(c) The Director of Internal Audit shall possess at least one (1) certification indicating proficiency in auditing or governmental financial management, and shall possess education and experience as an accountant, auditor, chief financial officer, controller, or principal accounting officer of a governmental entity or private business sufficient to demonstrate an

understanding of Generally Accepted Accounting Principles, Generally Accepted Governmental Auditing Standards, financial statements, internal controls and procedures for financial reporting, and the audit functions of a governmental entity.

(d) The Director of Internal Audit shall report administratively and functionally to the City Audit Committee, and shall conduct, or cause to be conducted, such financial, performance, and other audit functions and services as may be determined by the City Audit Committee, and as otherwise may be provided for by the City Council by ordinance. The Director of Internal Audit shall have the power and authority to hire and to discipline, and to fix the compensation of, within the funds appropriated by the City Council therefor, such other employees as the Director may deem necessary for the work of the Department of Internal Audit.

(e) The Director of Internal Audit, and his assistants, shall have full unrestricted access to any and all City records, properties, and personnel relevant to any function or activity of City government under internal audit review. The Director's authority shall extend to all City departments, divisions, or other component parts, to include the Mayor and members of the City Council, and to any committees, boards, commissions, or authorities, and to any individual, organization, association, or entity of any kind that uses or receives City funding.

(f) There shall be a City Audit Committee, whose composition shall be as determined by the City Council by ordinance, and who shall determine and oversee the City annual audit plan, guide and direct the Director of Internal Audit, and review and evaluate the performance of same in the same manner as other department heads are evaluated, and who shall fix the compensation of the Director of Internal Audit within the amount appropriated therefor by the City

Council, and who shall be subject to discipline by the Audit Committee in the same manner as other City department heads, except that the Audit Committee shall act in the role of Mayor, and any appeal shall be to the City Council in the same manner as may be had by other City department heads.

Section 6. Discipline and removal of City officials and employees other than Councilmen, the Mayor, and City Court Judge.

City officials and employees, other than Councilmen, the Mayor, and the City Court Judge, may be disciplined or removed as provided by ordinance.

Section 7. Oath of office.

Before a person takes any elected office in City government, or appointment as the head of a department established by this Charter or by ordinance, he shall take and subscribe to an oath or affirmation before the Mayor in office, or the City Clerk, or the City Attorney, said oath, or affirmation, being as follows:

> "I solemnly swear (or affirm), that I will support the Constitutions, and will obey all of the laws, of the United States and of the State of Tennessee, and that I will, in all respects, support and obey the Charter, and all ordinances and resolutions, of the City of Clarksville; and that I will demean myself in my official capacity as _____, faithfully, honestly, and with due regard to the welfare of the City, to the best of my ability."

Section 8. Fidelity or faithful performance bonds; financial loss insurance.

Every officer, employee, or agent of the City having duties embracing the receipt, disbursement, custody, and handling of money, and other officers and employees as may be required by ordinance, shall be required to obtain and maintain a fidelity or faithful performance bond, from a surety company authorized to do business in the State of Tennessee as a surety, in such amount as shall be prescribed by ordinance by the City Council. All such bonds and sureties shall be subject to approval by the City

Council. The cost of such bonds shall be paid by the City. All such bonds shall be kept in the custody of the City Clerk, except that the City Clerk's bond shall be kept in the custody of the Mayor. As an alternative, as may be permitted and established by ordinance by the City Council, the City may procure and carry, at its expense, appropriate insurance covering financial losses, in lieu of requiring such bond or bonds, for all or for any one (1) or more officers, employees, or agents referenced above.

Section 9. Political activity prohibited.

Except for the Mayor, and members of the City Council other than the Mayor, no City employee or City official shall engage in political activity in support of, or opposition to, any candidate, party, or measure in any election, when on duty with the City or acting in their official City capacity. When off duty and acting as a private citizen, no City employee or City official shall be prohibited from engaging in political activity, or be denied the right to refrain from engaging in such activity.

Section 10. Ethics policy.

The City Council, through ordinances codified in the Official Code of the City of Clarksville, shall create and maintain at all times a Code of Ethics. This Code of Ethics shall contain, but not be limited to, policies regarding gifts, gratuities, conflicts of interest, financial interests, use of information, and use of City property. The Code of Ethics must address employees and elected officials of the City of Clarksville. The Code of Ethics must also contain a procedure for the logging of ethical complaints and the investigation of those complaints. The Code of Ethics may be amended, altered, or changed only by a two-thirds (2/3) majority vote of the entire City Council.

ARTICLE VII. FISCAL ADMINISTRATION.

Section 1. Fiscal year.

The fiscal year of the City government, to include any City utilities, shall begin on July 1 and shall end on June 30 of the following year, or such other fiscal year as may be established by general law.

Section 2. Submission of budget.

There shall be submitted to the City Council a proposed budget for each fiscal year. Said budget shall be prepared under the direction of the Mayor for submission to the City Council.

Section 3. Action by council on budget.

(a) The City Council shall adopt an appropriations ordinance based on the approved budget. Appropriations need not be in more detail than a lump sum for each department and agency. The City Council shall not adopt any appropriations ordinance in excess of the available funds, except to provide for an actual emergency threatening the health, property, or lives of the inhabitants of the City; provided, that the City Council declares by resolution by unanimous vote that there is such an emergency; provided, further, that the City Council shall be empowered to borrow such funds as may be necessary to meet such emergencies.

(b) If a budget ordinance is not adopted before the beginning of the new fiscal year, the budget ordinance for the fiscal year ending on June 30, less any appropriations for capital expenditures (land, buildings, equipment, and infrastructure that cost more than five thousand dollars ($5,000)), shall become the budget ordinance for the new fiscal year beginning the following July 1, until such time as a budget ordinance for the new fiscal year can be adopted. The City Council shall adopt a budget ordinance by vote of a majority of the City Council on two (2) separate readings. The budget ordinance as approved on first reading may be amended by the City Council during any publicly noticed voting

session of the City Council prior to the second and final reading; provided, however, that all such amendments shall be publicly noticed or disclosed prior to the adoption of the budget ordinance on the second and final reading. Amendments to the adopted budget ordinance may be approved by ordinance by the City Council at any time during the fiscal year by vote of a majority of the City Council on two (2) separate readings.

(c) The minimum requirements of the budget ordinance shall provide for the following:

(1) Estimates of proposed expenditures for each department, board, authority, commission, office, or other agency of the City, showing, in addition, the expenditures for corresponding items for the last preceding fiscal year, projected expenditures for the current fiscal year, and reasons for recommended departures from the current appropriation pattern in such detail as may be prescribed or required by the City Council. It is the intent of the City, that except for moneys accounted for in a fiduciary type fund that are excluded from the budget ordinance, all moneys received and expended by the City shall be included in a budget ordinance. Therefore, notwithstanding any other provision of law, the City may not expend any moneys regardless of their source (including moneys derived from bond and long-term note proceeds, federal, state, or private grants or loans, or special assessments), except in accordance with a budget ordinance adopted pursuant to this Charter and Article, or through a proprietary type fund or a fiduciary type fund properly excluded from the budget ordinance.

(2) Estimates of anticipated revenues of the City from all sources, including current and delinquent taxes, non-tax revenues, and proceeds

from the sale of any bonds or long-term notes, with a comparative statement of the amounts received by the City from each of such sources for the last preceding fiscal year, the current fiscal year, and the coming fiscal year, in such detail, and consistent with the financial reporting within the comprehensive annual financial report to the State, or as may be prescribed or required by the City Council.

(d) The City Council may by ordinance establish regulations, rules, or procedures, in accordance with general law, as it may determine necessary, to implement the provisions of this section and to retain exemption from all budgeting provisions of the state Municipal Budget Law of 1982, as may be amended from time to time.

Section 4. Adequate accounting records, budgetary control, and annual audit.

A system of adequate accounting records shall be used and maintained in accordance with Generally Accepted Accounting Principles. Constant and comprehensive budgetary control shall be maintained. An external audit of all City funds shall be made in accordance with Generally Accepted Governmental Auditing Standards after the end of each fiscal year by an independent Certified Public Accountant experienced in such work.

Section 5. Property taxes.

All property, real, personal, and mixed, lying within the corporate limits of the City of Clarksville, subject to county or municipal taxes, as permitted by law, shall be assessed for taxation for municipal purposes by the City. All assessments of real property and of personal property shall be made annually and as of January 1 for the tax year to which the assessment applies as provided for and in accordance with general law. The Montgomery County, Tennessee, Assessor of Properties shall serve as

property assessor for the City of Clarksville, and shall provide such information as is necessary to the City of Clarksville for the levying of property taxes.

Section 6. Tax levy.

The City Council shall by ordinance make a tax levy each fiscal year, expressed as a fixed rate per one hundred dollars ($100) of assessed valuation in accordance with general law, and if no new tax levy is made, then the property tax rate in effect the last fiscal year shall continue in effect as the tax rate for the new fiscal year.

Section 7. Property tax due date, delinquent date, and tax bills.

The due date and delinquent date of property taxes shall be established by ordinance. The City Council by ordinance may allow semiannual installment payments for property taxes. The City may send tax bills to taxpayers, showing the assessed valuations, amount of taxes due, tax due dates, and information as to the delinquency date, interest, and penalties. Failure to send the tax bills, or to provide any of the preceding information, shall not, however, invalidate any property tax. Interest and penalty shall be charged on any delinquent property tax at a rate to be established by ordinance. On and after the date when such property taxes become delinquent, the tax records of the City shall have the force and effect of a judgment of a court of record.

Section 8. Collection of delinquent taxes.

The Director of Finance and Revenue (Chief Financial Officer) shall collect delinquent taxes, interest, penalty, attorney's fees, and court costs due as permitted under general law, and as the City Council may provide for by ordinance. A lien shall exist against all property on which city property taxes are levied as of the assessment date as permitted by general law, and the lien shall have equal dignity with those for federal, state, or county taxes.

Section 9. Special assessments.

The City may assess all, or part, of the cost of constructing, reconstructing, widening, or improving any public way, sewers, or other utility mains and appurtenances, against the abutting property owners, under such terms and conditions as may be prescribed by ordinance. Such special assessments shall become delinquent thirty (30) days after their due dates (after the due date of each installment if paid on an installment basis), shall thereupon be subject to a penalty of five percent (5%), and shall thereafter be subject to interest at the rate of one-half of one percent (0.5%) for each month, or fraction thereof, until paid. A lien shall exist against the abutting property superior to all other liens, except that it shall be of equal dignity with liens for County and City property taxes, and said lien shall be enforceable by the same procedures, and using the same remedies, as provided in this article for City property taxes.

Section 10. Lien extends to fee and all interest in the land.

Said taxes shall be a lien upon the fee in said property, and not merely upon the interest of the person to whom said property is or ought to be assessed, but to any and all other interests in said property, whether in reversion or remainder, or of lienors, or of any nature whatever.

Section 11. Tax is not invalid because land is assessed to wrong persons.

The whole proceeding for collection of taxes, from the assessment to sale for delinquency, shall be a proceeding in rem, and shall not be invalid on account of such land having been listed or assessed for taxation to anyone as owner or owners, or to any person or persons not the owner or owners, or to any unknown owner or owners.

Section 12. Tax lien confined to leasehold where the fee, remainder, or reversion is exempt.

Where there is assessable under the law a leasehold interest in real estate or any improvements on real estate, which said real estate is exempt from taxation in the hands of and to the owner thereof, the taxes assessed against such leasehold interest or

interest in improvements on such exempt real estate, shall be a lien only upon such leasehold interest or interest in improvements, and not upon the interest of the owner of the fee or the remainder or reversion of the fee.

Section 13. Owners not liable.

In all cases where a penalty is incurred for exercising a privilege without license, the interest that the person thus exercising the privilege without license has in the building, shall be liable for the penalty, superior to all other claims, except those owed to the state and county, but the interest of the owner of the building shall not be liable, unless he is privy to the violation of the law.

Section 14. Distress warrants.

The distress warrants authorized by law to be issued in such cases, if proceeded with to sale, shall operate as a writ of possession against the party exercising said privilege without license.

ARTICLE VIII. MISCELLANEOUS.

Section 1. Supervisory boards.

The City Council may elect or create supervisory boards of not less than three (3), nor more than seven (7), members, to be appointed by the City Council. No member of such boards shall be appointed for a period longer than three (3) years. The members of the first board may be appointed to serve for different periods so that the terms of office of its members shall not all expire the same year. To such extent and in such manner as the City Council shall by ordinance determine, and in accordance with general law, these boards shall have general supervision and management control of and over the construction, maintenance, and operation of such plants, buildings, grounds, facilities, structures, systems, lines, and pipes, and over additions, extensions, and improvements thereto, and over the purchase, sale, and resale, or otherwise furnishing, of electric power, gas, water, sewerage disposal, telephone, cable television,

Internet, and any other utility services, and the operation of recreational or entertainment facilities.

Section 2. Powers to be liberally construed.

The powers hereby granted shall be liberally construed to effect the purposes hereof, and said City shall have power to do all things necessary or convenient to carry out such purposes.

Section 3. Sealed bids for purchases.

The City, as prescribed by ordinance by the City Council, and in accordance with general law, shall require the competitive procurement through bids, and requests for proposals, for all goods and services, except for professional services and emergency purchases, for all purchases in excess of ten thousand dollars ($10,000). This limit may be modified and increased or decreased by ordinance by the City Council. Requirements for advertising shall be as established by ordinance by the City Council. All purchases shall be made within the limits of the approved budget for the department, office, or agency for which the purchase is made. The City Council may by ordinance establish all bidding and purchasing regulations or procedures in accordance with general law, as it may determine necessary, to implement the provisions of this section and to retain exemption from all purchasing provisions of the state Municipal Purchasing Law of 1983, as may be amended from time to time.

Section 4. Use of this act, City Code, and ordinances as evidence.

The Charter of the City of Clarksville, and all amendments thereto, are declared to be public acts, and may be read as evidence in all courts, which shall take judicial notice thereof. The Official Code of the City of Clarksville ("Official Code" or "Code"), amendments thereto, ordinances, and resolutions of said City may be proved in any courts of this state by reading into evidence copies of such Code, amendments thereto, ordinances, and resolutions of said City, when duly certified by the City Clerk to be true

and correct copies thereof. Such certificates shall be sworn to by him, and have the corporate seal of the City thereto affixed.

Section 5. Adding additional territory.

Whenever additional territory is added to the City, ad valorem, privilege, sales, and other taxes shall be assessed, levied, and collected against all property, privileges, and sales included within or occurring within such added territory as permitted by and in the manner provided for by general law.

Section 6. Care of indigent sick or injured persons.

For the purpose of caring for indigent sick or injured persons, the City is empowered to enter into contracts with any reputable hospital, or person, corporation, partnership, limited liability company, nonprofit, or other business entity recognized by the State of Tennessee, operating a reputable hospital or clinic, for the care and treatment of indigent sick or injured persons, on behalf of the City, whereby such hospitals or entities shall provide for the care and treatment of indigent sick or injured persons upon such basis, terms, and conditions as the City Council may deem expedient or advisable.

Section 7. Power to make contributions for care of needy, veterans, etc.

For the purpose of caring for indigent sick or needy persons, and for the purpose of rehabilitating veterans, and giving necessary assistance to such veterans and their families, the City is empowered to make such payments or contributions to established organizations that provide such care, services, or assistance as the City Council may deem expedient or advisable.

Section 8. Elections for giving or lending of City's credit.

(a) The credit of the City may be given or lent to or in aid of any person, association, partnership, limited liability company, or corporation, or other business entity recognized by the State of Tennessee, upon an election to be

first held by the qualified voters of such City and the assent of three-fourths (3/4) of the votes cast at said election. The City may become a partner or stockholder with others in any association, partnership, limited liability company, or corporation, or other business entity recognized by the State of Tennessee, upon a like election and the assent of a like majority.

(b) Any such election shall be held as follows:

(1) The City Council shall adopt a resolution (herein called the City "Election Resolution"), which shall briefly and concisely state in substance:

(A) The amount, or a maximum amount, of credit of the City, or funds of the City, to be given, lent, or used, and the purposes therefor;

(B) The date on which such election will be held; and

(C) The place where such voting places will be open.

(2) The Election Resolution shall be published in full at least once, not less than fifteen (15) days prior to the date fixed for such election, in the official City newspaper.

(3) There shall be printed on the ballot, a brief general statement of the proposal or question to be voted upon, using suitable phrasing to permit the voter to clearly indicate his wish to vote "for" or "against" such proposition.

(4) Without limitation, the Election Resolution to be voted upon may give the City Council authority to give or lend the City's credit or use its funds not exceeding a specified amount, or to authorize the City Council to issue and sell the City's general obligation bonds not

exceeding a specific amount, for the purpose or purposes indicated in the Election Resolution.

(5) On the ballots opposite each of the phrases, “Yes” for approval of the proposal, and “No” for disapproval of the proposal, contained in the Election Resolution, there shall be a hollow square, each side of which shall be not less than one-quarter inch (1/4″) nor more than one inch (1″). The voter shall indicate his vote “for” or “against” the proposal by inserting a mark in the appropriate square.

(6) The election shall be held in the same manner as City elections are now held, and shall be subject to and in compliance with the Charter and general law. The election shall be conducted by the Montgomery County, Tennessee Election Commission in accordance with the election laws of the state.

(7) At the next regular meeting of the City Council succeeding the date of such election, or at a special meeting called therefor, the City Council shall canvass the returns and determine and declare the results and returns in the election, which entry, after the use of the City’s credit or of its funds as voted upon at such election, shall be conclusive evidence of the results of the election.

(c) If the proposition contained in the Election Resolution voted upon is defeated, it shall not be again the subject of an election for three (3) months thereafter.

(d) If the election results in approval of the proposition contained in the Election Resolution as above provided, the Election Resolution shall again be published in the official City newspaper, and with it there shall be published a statement substantially as follows:

Statement

The election referred to in the Election Resolution published herewith was held on the (here insert the date of election). After such election, the City Council of the City of Clarksville has found, determined, and declared that the proposition contained in the Election Resolution was carried by a vote of _____ to _____.

No suit, action, or proceeding questioning such election, or the use of the City's credit, or the validity of bonds issued pursuant to such election, or proceedings for the issuance of such bonds, or the use of funds, as described or authorized in such Election Resolution or proceedings, can be commenced after the expiration of twenty (20) days from the date of this publication.

By order of the City Council of the City of Clarksville.

/s/ _____

Director of Finance and Revenue (Chief Financial Officer)

(e) No suit, action, or proceeding questioning such election, or the use of the City's credit, or the validity of bonds issued or to be issued, or proceedings for the issuance of such bonds pursuant to such election, or the use of the City's funds as voted for in such election, shall be commenced after the expiration of twenty (20) days from the date of publication of such Election Resolution statement as substantially set forth in subsection (d).

Section 9. Reserved.

Section 10. Emergency filing of suits.

The Mayor, or when the Mayor is absent as defined in Article II, Section 8, of the Charter, the Mayor pro tem, shall have the right to authorize and to direct the filing of a suit where it appears that it may be necessary or advisable to file such suit for the benefit of the City and for the protection of its interests. Any suit so filed shall be

reported to the City Council by the City Attorney at the next special or regular meeting of the City Council.

Section 11. Penalties.

The violation of any provision of this Charter, for which a penalty is not specifically provided herein, shall be punished by a civil fine of not more than the maximum allowed by general law.

Section 12. Severability clause.

If any article, section, subsection, paragraph, sentence, or part thereof, of this Charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this Charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part or parts held to be invalid or unconstitutional, it being the legislative intent in enacting this Charter that each article, section, subsection, paragraph, sentence, or part thereof, be enacted separately and independently of each other.

SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Clarksville. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 3. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 2.

RESOLUTION 26-2014-15

A RESOLUTION REQUESTING THE TENNESSEE GENERAL ASSEMBLY TO ENACT LEGISLATION TO AMEND THE OFFICIAL CHARTER OF THE CITY OF CLARKSVILLE

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

That the Tennessee General Assembly is hereby requested to enact legislation to amend the Official Charter of the City of Clarksville by deleting the entire language of the current City Code and substituting therefore the language as set forth in the attached Exhibit A.

Kim McMillan
Mayor

ATTEST:

City Clerk

ADOPTED: April 2, 2015
AYE: 10
NAY: 3

APPROVED BY TENNESSEE GENERAL ASSEMBLY:

RATIFIED:
AYE:
NAY:

PROPOSED CHARTER REVISIONS - DRAFT 2
APRIL 2, 2015

PART I - CHARTER AND RELATED LAWS

CHARTER OF THE CITY OF CLARKSVILLE, TENNESSEE [1]

CHAPTER NO 292

(SENATE BILL NO. 751)

FOOTNOTE(S)

--- (1) ---

Editor's note— Chapter 292, Private Acts of 1957, is the present basic Charter act for the City of Clarksville, Tennessee. As unofficially set forth here, this Charter compilation contains all amendments to this act to the date listed in the table of private acts at the end of Part I A citation to acts amending a particular Charter section is placed in parentheses at the end of the affected section. Bond authorization acts, since they are of a temporary nature, have not been included in this compilation.

ARTICLE I: CHARTER ~~AMENDMENT~~, DEFINITIONS, ~~CITY~~ CORPORATE LIMITS~~,~~ AND ~~CORPORATE~~ POWERS~~; THIS ACT IS A CHARTER~~

~~Section 1. - Charter amended; general powers.~~

Section 1. City of Clarksville; body politic and corporate; perpetual succession; seal.

~~The Charter of the City of Clarksville, Tennessee, being Chapter 252 of the Private Acts of 1929, and all acts amendatory thereto, be and they are hereby amended to be read as follows.~~ The inhabitants of the City of Clarksville, in the County of Montgomery, Tennessee, shall be and continue as a body politic and corporate by the name and style of Clarksville, Tennessee, and by that name shall have perpetual succession, ~~may sue and be sued, plead and be impleaded, in all the courts of law and equity, and in all actions whatsoever,~~ and may have and use a common seal which may be changed at the pleasure of the city council.

(Drafters Note: The provisions pertaining to lawsuits has been removed as redundant, since similar language is provided at Article I, Section 4 dealing with corporate powers generally.)

Section 2. - Definitions.

(a) As used in this ~~act~~ Charter the following words and terms shall have the following meanings:

(1) *Agency* shall mean any department, office, court, utility, authority, board, commission, institution or other organization in charge of or administering any public function or municipal affair of the City of Clarksville.

(Drafter's Note: The definition for *Agency* has not been changed, but has been moved to place it in the proper alphabetical sequence.)

~~(a)~~ (2) *City* shall mean the City of Clarksville.

(3) *Code* shall mean any publication or compilation of rules, regulations, specifications, standards, limitations or requirements relating to any aspect of municipal affairs, prepared or recommended by an agency of the federal or state government, or by a municipality, or by a trade association or other organization generally recognized as an authority in its field of activity.

(Drafter's Note: The definition for *Code* has not been changed, but has been moved to place it in the proper alphabetical sequence.)

~~(b)~~ (4) *Councilman* shall mean a person elected to the city council as provided in this ~~act~~ Charter.

(5) *Member of the Council* shall mean the Mayor and each Councilman.

(Drafter's Note: The current Charter does not identify the above definition by separate alpha numeric identifier.)

(6) *Officer* shall mean and include the Mayor, all City Councilmen, the City Judge, members of boards, authorities, and commissions and other public bodies established by the City, and any other persons classified as public officers by the laws or judicial decisions of this state. An "officer" as herein defined shall fill an "office," and an "employee" shall fill a "position of employment."

(Drafter's Note: The definition for *Officer* has not been changed, except for the suggested additions in blue, but has been moved to place it in the proper alphabetical sequence.)

~~(c)~~ (7) *Public Way* shall mean any land used by the public as a passageway, including but not limited to streets, roads, highways, expressways, freeways, boulevards, avenues, parkways, alleys, lanes, sidewalks, walks, bridges, viaducts, subways, underpasses, tunnels and other thoroughfares, and including the right-of-way of such public ways.

~~(d) *Code* shall mean any publication or compilation of rules, regulations, specifications, standards, limitations or requirements relating to any aspect of municipal affairs, prepared or recommended by an agency of the federal or state government, or by a municipality, or by a trade association or other organization generally recognized as an authority in its field of activity.~~

(Drafter's Note: The definition for *Code* has not been changed, but has been moved to place it in the proper alphabetical sequence.)

~~(e) *Agency* shall mean any office, court, utility, board, commission, institution or other organization in charge of or administering any public function or municipal affair of the City of Clarksville.~~

(Drafter's Note: The definition for *Agency* has not been changed, but has been moved to place it in the proper alphabetical sequence.)

~~(f) *Officer* shall mean and include the mayor, councilman, city judge, members of boards and commissions and any other persons classified as public officers by the laws or judicial decisions of this state. An "officer" as herein defined shall fill an "office," and an "employee" shall fill a "position of employment."~~

(Drafter's Note: The definition for *Officer* has not been changed, except for the suggested additions in blue, but has been moved to place it in the proper alphabetical sequence.)

~~(g) *Elector* shall mean a person residing within the city who is qualified to vote therein.~~

(b) The masculine shall include the feminine, and the singular shall include the plural and vice versa.

(Drafter's Note: The general consensus of the Charter Revision Task Force, City Street Department Engineers, and the City Attorney is that it is unnecessary for the Charter to contain an actual metes and bounds description of the City limits. Doing so unnecessarily lengthens the Charter, and in any event, the metes and bounds description contained the Charter is not accurate unless you also include and make reference to the numerous ordinances annexing territory passed by various City Councils over the years, each of which contain their own metes and bounds descriptions. There was a further concern that some previous annexation ordinances may not have been included by the codifier company in Charter / Code updates, and so the description contained in the current Charter, even with reference to and incorporation of previously passed annexation ordinances, may not be entirely accurate. For these reasons, it is thought best to simply take the metes and bounds description out of the proposed new Charter, and establish the corporate limits of the City instead by reference to and incorporation of all previous private acts of the State and ordinances of the City pertaining to annexation and establishment of the City limits.)

Section 3. - Corporate limits.

~~The corporate limits and boundaries shall embrace the following territory situated within Montgomery County, Tennessee, to wit:~~

~~Beginning at the intersection of the center line of the Red River and Cumberland River; thence following upriver the center line of the Cumberland River, approximately 9.7 miles ending at approximately mile 135 (being Reference Point No. 1); thence northeasterly along a line that would be 500 feet southeast of and parallel to Gratton Road if extended westerly to the Cumberland River; thence northeasterly along a line 500 feet from and parallel to the center line of Gratton Road on Montgomery County Tax Map Number 89, crossing Parcels 10, 22, and along the southeast property line of Parcel 12 to a corner with Parcel 14; thence southeasterly, easterly, and southerly along property line of Parcels 14, 17, and 68 and the west and south lines of Parcel 68; thence along the east property lines of Parcels 127, 126, 125 and 124, on Tax Map Number 88; thence easterly along the south property lines of Parcels 123 and 122, crossing Parcel 121 to a corner of Parcel 119; thence along a property line of Parcel 119 and crossing the parcel to a point on the east property line of 119, said point being approximately 500 feet south of the south right-of-way of State Highway 12; thence easterly along a line parallel to and 500 feet from said right-of-way to a point in the east property line of Parcel 117; thence northerly along said property line to the south right-of-way of State Highway 12 (being Reference Point No. 2); thence crossing said highway to the southeast corner of Deerfield Estates Subdivision, Section II; thence along the east boundary of said subdivision to a point in the south right-of-way of Old Ashland City Road (being Reference Point No. 3) crossing said road and continuing northeasterly to the northeast corner of Parcel 24; thence northwesterly along the property line of Parcel 24 to a point in the east property line of Parcel 15; thence northerly along the east property line of Parcel 15 and Parcel 99, Tax Map Number 81 to the southeast corner of Rotary Park; thence in a generally westerly and northerly direction along said park boundary to a corner being the northwest corner of said park and a point in the south line of Parcel 54, said point being 500 feet from the center line of the Highway 41-A bypass; thence~~

~~following a line 500 feet east of and parallel to the center line of the 41-A Bypass through Parcels 54 and 53 to the southwest corner of Parcel 52; thence southerly with the west line of Parcel 50 to a point in the north boundary of Rotary Park; thence easterly to the northeast corner of Rotary Park; thence northerly along the east property line of Parcel 50 to the southeast corner of Parcel 106; thence easterly along the south property lines of Parcels 107, 110 and 114 to the southeast corner of Parcel 114; thence northerly to a point in the east property line of Parcel 114 common with the southwest corner of Parcel 1, Tax Map Number 81-J-A and 81-K-A; thence easterly along the south property line of Parcel 1 to the west right-of-way of Carney Road; thence continuing across Carney Road 50 feet to a point in the east right-of-way; thence southerly with the west lines of Parcels 4, 3, 2, and 9 of Tax Map Number 81-K-A to the southwest corner of Parcel 9; thence with the same line, if extended, 465 feet, more or less, through Parcel 118 of Tax Map Number 81 to a point; thence easterly through Parcel 118 to a point in the west line of Roosevelt Ridge Subdivision, said point being 1200 feet south of U. S. Highway 41-A South; thence southerly along the west boundary of Roosevelt Ridge Subdivision, crossing Ledbetter Lane to the southwest corner of said subdivision, bordering Parcels 18 and 19, Tax Map Number 81-K-A; thence easterly and northerly along said subdivision bordering Parcels 19, 20, 21, 23 and 24; thence crossing Delano Street to the southeast corner of Parcel 25; thence northerly along the east and north property lines of Parcel 25 and north property line of Parcel 26 to a corner; thence northerly along the east property lines of Parcels 28, 29, 30, 31, and 32 to the south right-of-way of U. S. Highway 41-A South, (being Reference Point No. 4); thence northerly to the center line of said highway; thence easterly along said center line approximately 200 feet, more or less; thence northerly crossing Parcel 33, Tax Map Number 81 to the Old Sango Road, and crossing said road to the southwest corner of Parcel 40; thence along the west and north property lines to the northeast corner of said Parcel 40; thence along the west and north property lines of Parcel 33 to the northeast corner of Parcel 33; thence northerly along the east property line of Parcel 6 to the common southwest corner of Parcel 7; thence easterly along the south property lines of Parcels 7, 19, 14 and 12 to the southeast corner of Parcel 12; thence northerly along the east property line of Parcel 12 to the northeast corner of said parcel; thence, continuing northerly with the east line of Parcel 80, Tax Map Number 63, to a point 500 feet, more or less, south of Trough Springs Road; thence easterly along a line 500 feet, more or less south and parallel to the south right-of-way to Trough Springs Road to the northwest corner of Parcel 5, Tax Map Number 82; thence easterly along the north property line of Parcel 5 to the southwest corner of Parcel 10.01; thence along the south property lines of Parcels 10.01, 10 and 12 to the west right-of-way of Sango Road; thence north 550 feet, more or less, to a point in the north right-of-way of Trough Springs Road, (being Reference Point No. 5); thence continuing north 1496.4 feet to a point, said point being 224 feet south of the southwest corner of Parcel 69, Tax Map Number 63; thence easterly along a line south of and parallel with Parcel 69, said line also being the south property line of the Clarksville Baptist College property, a distance of 1965.65 feet; thence northerly to the south right-of-way of I-24 (being Reference Point No. 6); thence northerly across said right-of-way to the southeast corner of Parcel 68; thence northerly along the east property line of Parcel 68 to the south right-of-way of State Route 76 (being Reference Point No. 7); thence easterly along said route approximately 300 feet, more or less, to a point in line with the southeast corner of Parcel 47; thence northerly along the east property line of Parcel 47 to a corner; thence westerly along the north property line of said parcel to the northwest corner of Parcel 47; thence northerly along the east property line of Parcel 46 to a corner; thence westerly along the north property line of said parcel to a point in the east right-of-way of Hornbuckle Road; thence northerly 300 feet, more or less, along said road to a point; thence westerly along the north property line of Parcel 24 to a point; thence generally northerly and westerly as follows: north 6 degrees, 32~~

~~minutes, 49 seconds east, 891.77 feet to a point; thence north 4 degrees, 59 minutes, 40 seconds east, 981.78 feet to a corner; thence north 82 degrees, 36 minutes, 00 seconds west, 2599.29 feet to a point in the east right-of-way of I-24; thence along said right-of-way northwesterly approximately 1360 feet to a point, being the center line of Red River (being Reference Point No. 8); thence meander generally west along the center line of Red River to a point of intersection with the westerly right-of-way of the U. S. Highway 79 (Guthrie Highway) bridge crossing said river, (being Reference Point No. 9); thence along the right-of-way on a curve, an arc length of 30 feet to a five-foot offset; thence along said offset of said right-of-way 5 feet; thence with said right-of-way along a curve, an arc length of 151 feet to a point in the westerly right-of-way of said Guthrie Highway; thence north 53 degrees, 52 minutes west, 307 feet to a point; thence north 72 degrees, 00 minutes west, 480 feet to a point; thence south 21 degrees, 15 minutes west, 385 feet to a point; thence south 67 degrees, 24 minutes east, 375 feet to a point on the center line of said Red River; thence continuing westerly along center line of said river to a point of intersection with the Illinois Central Railroad (being Reference Point No. 10); thence northeasterly along said railroad center line, 1550 feet to a point; thence north 41 degrees, west, 145 feet; thence north 34 degrees west, 185 feet; thence north 70 degrees, 30 minutes west, 200 feet; thence south 75 degrees, 15 minutes west, 825 feet; thence south 17 degrees, 26 minutes west, 1130 feet to the center line of said river (being Reference Point No. 11); thence along center line of said Red River to a point of intersection with the easterly boundary extended of Parcel 5, Montgomery County Tax Map 551-D (being Reference Point No. 12); thence northerly along the east boundary and north boundary of said parcel to its intersection with the easterly right-of-way of Ford Street; thence northerly, westerly and northerly along said right-of-way to a point east of the northeast corner of Parcel 53, Tax Map 55H-D (being Reference Point No. 13); thence westerly along the north property line of said parcel to a corner (being Reference Point No. 14); thence southerly along the west line of said parcel to its intersection with the center line of Market Street (being Reference Point No. 15); thence westerly along the north boundary of Parcel 1, Tax Map 55H-C and continuing westerly along a fence line and the north property lines of Parcels 1 Block B and 1 Block A and Parcels 10 and 11 to a corner; thence northerly along a line 500 feet east of and parallel to Peachers Mill Road center line, to a point, said point being 500 feet, more or less, east of the center line of Peachers Mill Road and 500 feet, more or less, south of the center line of Pollard Road; thence easterly and northerly along a line 500 feet, more or less, from the center line of Pollard Road and parallel to it, to a point on the south property line of Parcel 39, Tax Map 42; thence easterly along said property line approximately 1890 feet, more or less, to a point; thence northerly to the southwest corner of Parcel 41, Tax Map 42; thence easterly along the south property line of said parcel, continuing easterly along the property lines of Parcels 10, 11, 12, 13, 14, 15, 16, and 17, Tax map 42J-B, crossing Lennox Road stub and continuing along the property line of Parcel 1 Block E. Tax Map 42-J, to the southeast corner of said parcel; thence northerly along the property lines of Parcels 1, 2, 3, 4, 5, 6, 7 crossing Lutz Lane stub to Parcels 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 22 and 23 on Tax Map 42J-E to the south right-of-way of Pollard Road (being Reference Point No. 16); thence crossing said road in a northwesterly direction to the southeast corner of Parcel 24, Tax Map Number 42J-A; thence northeasterly with the southeast property lines of Parcels 24, 25, 27, 28 and 29 to the intersection with the Illinois Central Gulf Railroad; thence crossing said railroad to the northern right-of-way of said railroad (being Reference Point No. 17); thence meander westerly along the north right-of-way of said railroad to a point 500 feet, more or less, east of the center line of Peachers Mill Road (being Reference Point No. 18); thence northerly along a line parallel to and 500 feet, more or less, east of the center line of said road a distance of 3050 feet, more or less, to a point in the north right-of-way of McClardy Road (being Reference Point No. 19), said point being~~

~~500 feet, more or less, east of the center line of Peachers Mill Road; thence continuing northerly 500 feet, more or less, from and parallel to the center line of Peachers Mill Road approximately 1650 feet, more or less, to a point; thence north 34 degrees, 43 minutes west, 1000 feet, more or less, crossings Peachers Mill Road to a point on the west side of said road (being Reference Point No. 20); thence north 88 degrees, 14 minutes east, 900 feet, more or less, to a point 500 feet, more or less, east of the center line or Ringgold Road; thence northerly and easterly 3600 feet, more or less, along a line 500 feet, more or less, from the center line and parallel to Ringgold Road to intersect the east right of way of the Illinois Central Gulf Railroad (being Reference Point No. 21); crossing Ringgold Creek (being Reference Point No. 22); thence northerly along said right-of-way to a point 500 feet, more or less, southeast of the center line of Tobacco Road (being Reference Point No. 23); thence northerly along a line 500 feet, more or less, east of and parallel to Tobacco Road 600 feet, more or less, to a point in the center line of Nussbaumer Road (being Reference Point No. 24); thence northerly along a line 500 feet, more or less, east of and parallel to Tobacco Road 7250 feet, more or less, to the south property line of Parcel 62, Tax Map 6; thence easterly along the south property lines of Parcels 62, 63, 65 and 66 to the southeast corner of Parcel 66; thence northwesterly along the east property line of Parcels 66, 45 and 44 to a point in the south right-of-way of Tiny Town Road (being Reference Point No. 25); thence crossing said road and continue due north to a point 500 feet, more or less, north of the center line of said road; thence westerly along a line parallel to and 500 feet, more or less, north of center line of said road to the northeast corner of Parcel 23, Tax Map 6; thence along the north property line of said parcel to a point in the east property line of Parcel 21; thence northerly and westerly along said parcel to a point 500 feet, more or less, east of the center line of Pembroke Road; thence northerly along a line 500 feet, more or less, east of and parallel to said center line a distance of 2320 feet, more or less, to intersect with the Tennessee and Kentucky state line (being Reference Point No. 26); thence westerly along said state line 7250 feet, more or less, to the intersection of said line and the west right-of-way of U.S. Highway 41-A North (being Reference Point No. 27); thence westerly crossing said highway and continuing along said state line and Fort Campbell Military Reservation 11,550 feet, more or less, to a point of intersection with center line of Range Road (Fort Campbell Military Reservation) (being Reference Point No. 28); thence southerly along center line of said road 7260 feet, more or less, to a point of intersection with the center line of Mabry Road; thence easterly along center line of said road to a point of intersection with the west right-of-way line, if extended, of Woodlawn Road; thence southerly along west right of way line to a point of intersection with the center line of Jordan Springs Road; thence easterly, northerly, easterly, northerly and easterly 9900 feet, more or less, to a point in the southeastern boundary of Fort Campbell Military Reservation (being Reference Point No. 29) and the northwest corner of Parcel 36, County Tax Map 29; thence southerly along the western boundary of said Parcel 36 to the southwest corner of said parcel; thence westerly along the north property line of Parcel 7, Map 29L-C, to a point of intersection with Britton Springs Road right-of-way, crossing to south right-of-way to the northwest corner of Parcel 8, Map 29L-C; thence southerly along the west property line of said Parcel 8 and 8.01 and continuing south along Parcels 45, 44, and 43 crossing Center Road at Calvert Drive and along the rear lot lines of Parcels 33, 32, 31, 30 and 29 of Tax Map 26L-A; thence crossing Calvert Drive southeasterly to the northwest corner of Parcel 35 on Tax Map 29L-C; thence southerly along the property lines of Parcels 35, 27.05, 27.04, 27.03, 27.02, 27.01, and 27, continuing southerly along Parcels 26 and 20 on Tax Map 29M-A to the center line of Garretsburg Road (being Reference Point No. 30); thence southeasterly along said center line of Garretsburg Road to intersect with the center line of Lafayette Road on Map 44 and continuing southeasterly along center line of Lafayette Road to a point in line with the northeast corner of Parcel 43, Tax Map 44, being Northwest High~~

~~School site (being Reference Point No. 31); thence southerly, westerly, and northerly along said parcel to Lafayette Road and extending to the center line of said road; thence westerly along said center line to its intersection with the center line of Liberty Church Road (being Reference Point No. 32), Tax Map 44-E; thence southerly along said center line of Tax Map 44 to the southwest corner of Parcel 77 (being Reference Point No. 33); thence easterly along the south property lines of Parcels 77, 79, 45, 44 and on Tax Map 43 along the south property line of Parcel 28 to a point common with the northwest corner of Parcel 31; thence southerly along the west property line of Parcels 31, 30 on Tax Map 54, to the southwest corner of said Parcel 30 (being Reference Point No. 34); thence westerly along the north property line of Parcel 11 (known as Countrybrook Subdivision), Tax Map 53, to the northwest corner; thence southerly along the west property line of said parcel to the southwest corner; thence continuing southerly along the west property line of Parcel 38 to the southwest corner of said parcel, and also the north right of way of U.S. Highway 79 W extending to the center line of said highway (being Reference Point No. 35); thence easterly along said highway center line to its intersection with the center line of Dotsonville Road (being Reference Point No. 36); thence southerly along the center line of Dotsonville Road to a point in line with the southwest corner of Parcel 1 (being Reference Point No. 37), Tax Map 54H-B; thence easterly along the south property line of Parcels, 1, 80, 81, 82, 83, 84, and continuing along Parcel 44 to the northwest corner of Parcel 13, Block A, Tax Map 54 I; thence southerly along the rear property line of said parcel and Parcels 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 to the southwest corner of said Parcel 27; thence easterly along the south property line of Parcel 27, crossing Louisiana Avenue and continuing easterly along the south property lines of Parcels 16, 15, 14, 13, and 12, crossing Alabama Avenue and continuing along Parcels 10 and 9 then crossing Highpoint Road (being Reference Point No. 38) and continuing along Parcel 16 and Parcel 2, Block G, Tax Map 54-I, and continuing along Parcels 3, 4, 5, 6, 7, 8, 9, 10; thence southeasterly with the west line of Parcel 11, Map No. 54, to the Cumberland River (being Reference Point No. 39); thence northeasterly along the center line of said river to the point of beginning.~~

~~(Pr. Acts 1961, Ch. 249, § 2; Pr. Acts 1972, Ch. 261, § 1; Pr. Acts 1981, Ch. 121, § 1)~~

~~**Editor's note—**~~

~~Ordinances annexing territory to the city are listed below by ordinance number and date:~~

~~**Ord. No.**~~	~~**Date**~~
~~6-1973-74~~	~~7-12-73~~
~~22-1974-75~~	~~8-7-75~~
~~14-1977-78~~	~~4-7-77~~
~~43-1977-78~~	~~3-2-78~~
~~44-1977-78~~	~~3-2-78~~

~~47-1977-78~~	~~3-17-78~~	
~~30-1982-83~~	~~4- 1-83~~	
~~22-1984-85~~	~~12- 6-84~~	
~~ 5-1985-86~~	~~8- 1-85~~	
~~51-1985-86~~	~~3- 6-86~~	
~~52-1985-86~~	~~3- 6-86~~	
~~68-1985-86~~	~~5-12-86~~	
~~35-1986-87~~	~~12- 4-86~~	
~~36-1986-87~~	~~12- 4-86~~	
~~37-1986-87~~	~~12- 4-86~~	
~~74-1986-87~~	~~4- 2-87~~	
~~33-1987-88~~	~~1- 7-88~~	
~~53-1987-88~~	~~4- 7-88~~	
~~56-1987-88~~	~~5- 5-88~~	
~~64-1987-88~~	~~5-17-88~~	
~~ 2-1988-89~~	~~8- 4-88~~	
~~19-1988-89~~	~~10-12-88~~	
~~20-1988-89~~	~~10-12-88~~	
~~34-1988-89~~	~~2- 2-89~~	
~~45-1988-89~~	~~3-15-89~~	

~~48-1988-89~~	~~5- 4-89~~	
~~25-1990-91~~	~~1- 3-91~~	
~~48-1990-91~~	~~6-13-91~~	
~~38-1991-92~~	~~1- 2-92~~	
~~53-1991-92~~	~~3- 5-92~~	
~~70-1991-92~~	~~6-25-92~~	
~~6-1992-93~~	~~8- 6-92~~	
~~15-1992-93~~	~~10- 1-92~~	
~~25-1992-93~~	~~11- 5-92~~	
~~23-1994-95~~	~~10- 6-94~~	
~~97-1994-95~~	~~7- 6-95~~	
~~98-1994-95~~	~~7- 6-95~~	
~~68-1995-96~~	~~-5- 2-96~~	
~~94-1995-96~~	~~-6- 6-96~~	
~~95-1995-96~~	~~-6- 6-96~~	
~~52-1996-97~~	~~-5- 1-97~~	
~~35-1997-98~~	~~11- 6-97~~	
~~51-1997-98~~	~~-2- 5-98~~	
~~57-1997-98~~	~~-4- 2-98~~	
~~59-1997-98~~	~~-4- 2-98~~	

~~69-1997-98~~	~~5- 7-98~~	
~~80-1997-98~~	~~6- 4-98~~	
~~31-1999-00~~	~~11- 4-99~~	
~~1-2000-01~~	~~8- 3-00~~	
~~48-2002-03~~	~~1- 2-03~~	
~~5-2003-04~~	~~9- 4-03~~	
~~83-2003-04~~	~~5- 6-04~~	
~~7-1989-90~~	~~8- 3-89~~	
~~19-1989-90~~	~~12- 7-89~~	
~~20-1989-90~~	~~11-30-89~~	
~~25-1989-90~~	~~1- 4-90~~	
~~28-1989-90~~	~~1- 4-90~~	
~~53-1989-90~~	~~5- 3-90~~	
~~54-1989-90~~	~~5- 3-90~~	
~~60-1989-90~~	~~5- 3-90~~	
~~30-2004-05~~	~~12- 2-04~~	
~~41-2004-05~~	~~1- 6-05~~	
~~52-2004-05~~	~~3- 3-05~~	
~~53-2004-05~~	~~3- 3-05~~	
~~86-2004-05~~	~~7- 7-05~~	

~~1-2005-06~~	~~8- 4-05~~	
~~16-2005-06~~	~~9- 1-05~~	
~~63-2005-06~~	~~3- 2-06~~	
~~82-2006-07~~	~~3- 1-07~~	
~~139-2006-07~~	~~7- 2-07~~	
~~65-2009-10~~	~~4- 1-10~~	

The corporate limits and boundaries of the City shall embrace the territory situated within Montgomery County, Tennessee, as described and established by prior private acts of the State of Tennessee, and by ordinances of the City Council, and pursuant to general law, as same may be amended from time to time. Nothing herein shall be construed as reducing or enlarging the corporate limits of the City as previously established, or restricting or prohibiting the power or authority of the City to annex territory as may be provided for by general law.

Section 4. - General powers.

(Drafters Note: The provisions pertaining to lawsuits from Article I, Section 1, has been added here as a more appropriate placement. The additions in blue are suggested changes made by the drafter, to include keeping the provision pertaining to powers that are given to any city or town by any private act of the State. It is unnecessary to include "public act" or "statute" as those terms are subsumed by the reference to "general law.")

By its corporate name the city may contract and be contracted with; purchase, lease, receive and hold properties, real, personal and mixed, ~~and with all~~ and shall have all rights and privileges, within or beyond the corporate limits of the city; and may sell, lease, grant or dispose of all such properties, rights and privileges, for the benefit of the city, and ~~may do all other acts touching the same~~ may sue ~~and plead~~ and be sued in all courts of law and equity, in all actions whatsoever, and may do all other acts touching the same as natural persons; and may have the exercise of all other powers and authority granted to or vested in any other city or town ~~of the Code of Tennessee~~ as permitted by general law, ~~or by any public or private act or statute of the State of Tennessee,~~ or by any private act of the State of Tennessee, except those things herein forbidden.

Section 5. - Corporate powers enumerated.

(a) The city shall have full power by ordinance within or without the corporate limits, ~~when~~ as permitted by law, as follows:

(1) *Levy, assessment, and collection of taxes.* To levy and to provide for the assessment and collection of taxes on all property subject to taxation, the tax rate for general purposes to be such as the city may by ordinance from time to time establish.

(2) *License taxes.* To levy and provide for the collection of license taxes on privileges, occupations, trades and professions. A collection fee ~~of one dollar ($1.00)~~ may be added to each such license tax as permitted by law.

(3) *Vehicle registration fees.* To levy and to provide for the collection of registration fees on automobiles and trucks owned by residents of the city, ~~and also on automobiles and trucks owned by nonresidents and operated within the city with any regularity~~ as permitted by law. Such registration fees on ~~trucks or automobiles~~ licensed vehicles may be graduated according to their tonnage capacities, weight or horsepower, or other classification as permitted by law.

(4) *Classification of subjects and objects of taxation.* To adopt such other classification of the subjects and objects of taxation as ~~may not be contrary to~~ permitted by law.

(5) *Special assessments.* To make special assessments for municipal improvements.

(6) *Property and ad valorem taxes generally.* To fix the date or dates upon which all property taxes and ad valorem taxes shall become due, and the date or dates upon which such taxes shall become delinquent, and to authorize, or provide for, the payment of such taxes annually, semiannually, quarterly or monthly.

(7) *Discount for prompt payment of taxes.* To authorize a discount for the prompt payment of taxes, or for ~~the~~ payment before they become delinquent.

(8) *Payment of taxes after they are secured by lien.* To authorize payments or partial payments of taxes after they are secured by lien but before the amounts thereof are fixed or become due, and to authorize or provide for discounts or interest credits on account of such advance payments. But the total of such advance payments shall not exceed the corresponding taxes for the preceding year, until the assessment is made.

(9) *Penalty and interest on delinquent taxes.* To fix the penalty and interest to be charged on delinquent taxes but not to exceed that authorized by ~~the Tennessee Code Annotated and statutes~~ law.

(10) *Adjustments on assessments, interest and penalties on taxes.* To make such adjustments as to assessments, interests and penalties on taxes as may appear to be ~~for~~ in the best interests of the City, or to correct an injustice to the property owner.

(11) *Bonds.* To issue, sell and pledge, or in any manner dispose of negotiable or nonnegotiable interest-bearing or noninterest-bearing bonds, warrants, promissory notes or orders of the City, solely upon the credit of specific property owned by the City, or solely upon the credit of income derived from any property used in connection with any public utility owned or operated by the City, or solely upon the credit of the proceeds of special assessments for local improvements, or upon any two (2) or more such credits, or in any other manner that any other city can lawfully do, and also issue, sell, pledge or in any other manner dispose of any other bonds when authorized by ~~the statutes of the state~~ law.

(12) *Eminent domain.* To acquire by the exercise of the power of eminent domain, property, real or personal, or any easement, interest, estate, right of way or use therein, either within or without the City, for present or future use of the City~~,~~ Such proceedings for the acquisition of such property by eminent domain to be made and effected in accordance with ~~the terms and provisions of the Tennessee Code Annotated, or in such other manner as may be provided by general law or authorized for any other municipality~~ ~~the~~ general law.

(13) ~~*Taking*~~ *Accepting of property by trusts.* To ~~take~~ accept and hold property within or without the City or state upon trust for the public benefit.

(14) *Exemption of ~~new~~ industries from taxation.* To exempt ~~new~~ industries from taxation for a period ~~of~~ not to exceed ten (10) years~~, when the object of such industries is the manufacture of the county's agricultural products or~~ to afford employment to citizens in need thereof~~, when such industries will employ regularly at least fifty (50) persons~~.

(15) *Appropriation of money; donations to certain industries.* To make appropriation of money and bind the credit of said City, but not in excess of two (2) percent of its annual revenue in any one year, for donations for sites and buildings and advertising for the purpose of encouraging ~~and~~ development ~~industries having [as] their object the manufacture of the county's agricultural products, and~~ for the employment of citizens in need of employment~~, when said industries will employ at least fifty (50) persons regularly~~.

(16) *Garbage and sewage disposal.* To collect and dispose of drainage, sewage, offal, ashes, garbage, trash and refuse.

(17) *Contracts for public utilities.* To make contracts, subject to conditions hereinafter provided, with any person~~s~~, firm, association, or corporation, for public utilities and public services to be furnished ~~the~~ to or by the City ~~and the inhabitants thereof~~ and its residents. Such power to make contracts shall also embrace the power hereby expressly conferred to make exclusive contracts, and when an exclusive contract is entered into it shall be exclusive only against any person, firm, association or corporation, but not against the City itself. All such contracts ~~may be entered into a period of twenty-five (25) years or less but not longer, but all such contracts~~ shall be subject to the provisions of ~~the~~ ~~code and statutes of Tennessee~~ general law.

(18) *Franchises.* To grant to any person, firm, association or corporation, franchises for public utilities and public services to be furnished to the City and ~~the inhabitants thereof~~ its residents. Such power to grant franchises shall also embrace the power hereby expressly conferred to grant exclusive franchises, and whenever an exclusive franchise is granted it shall be exclusive only as against any other person, firm, association or corporation, but not against the City itself. ~~Franchises may be granted for the period of twenty-five (25) years or less, but not longer, subject to the conditions hereinafter provided.~~ All such contracts shall be subject to the provisions of ~~the~~ general law.

(19) *Definition, prohibition and abatement of things detrimental to health, morals, welfare ~~and~~ safety and convenience of inhabitants.* To define, prohibit, abate, suppress, prevent and regulate all acts, practices, conducts, business occupations, callings, trades, uses of property and all other things, whatsoever detrimental, or liable to be detrimental, to the health, morals, welfare, ~~comfort,~~ safety, and convenience ~~or welfare~~ of ~~the inhabitants of the city~~ City residents, and to exercise general police powers, and to make and enforce regulations to secure the general health and welfare of the citizens, and to abate, remove and prevent nuisances.

(20) *Operation of charitable, educational, recreative, curative, penal institutions; prevention of disease; quarantine laws, board of health and operation of hospitals.* To provide, construct and maintain, or donate to, charitable, educational, recreative, curative, corrective, detentive or penal, institutions, departments, functions, facilities, instrumentalities, conveniences and services, within or beyond the corporate limits, but within this state; to make regulations to prevent the introduction or spread of contagious or infectious diseases in the City; to make

quarantine laws for that purpose, and to enforce the same to the distance of ~~two (2)~~ one (1) mile~~s~~ from the City; to create a board of health and a health department and to establish, build, regulate and operate hospitals and pest houses, separately or jointly with the county, state, federal government or any public agency, in accordance with general law.

(21) *Regulation of animals; impounding and disposing of animals.* To regulate, tax, license, vaccinate or suppress, separately or jointly with the county, state, federal government, or any public agency, the keeping or running at large of animals within the city, and to provide for the impoundment of same in violation of any ordinance or lawful order, and in default of redemption, to provide for their disposition by sale, gift or humane killing.

~~(22) *Regulation and inspection of edible meats, vegetables, milk; establishment of markets.* To provide for the regulation and inspection of edible meats, vegetables and other provisions, and of milk, butter, and of oils and other spirits, and to establish, maintain and regulate markets, and to erect and maintain market houses.~~

(22) *Acquisition of public buildings, bridges.* To acquire, purchase, provide for, construct, regulate and maintain, and to do other things relative to all market places, public buildings, bridges, market houses, sewers and other structures, works and improvements, parks and recreational facilities.

~~(23) Reserved.~~

(Drafters Note: With the deletion of the provision related to regulation of food, the next paragraph related to acquisition of public buildings became number 22. In the current Charter it is number 23. In the proposed amended Charter previously voted on by the City Council and State General Assembly, there was an item 23 noted as reserved. The Drafter would suggest removing this reservation and continuing the numbers in sequence.)

~~(24) *Establishment of schools and educational system generally; special school tax.* To establish, maintain and operate schools, within the city or county, or within the military reservation or property known as Fort Campbell, determine the necessary boards, officers and teachers required therefor and fix their compensation, to purchase or otherwise acquire land for school houses, playgrounds and other purposes connected with the schools, to purchase or erect all necessary or advisable buildings and to do all other acts necessary or advisable to establish, maintain and operate a complete educational system within the city; to establish and support a system of free schools and regulate same so as to secure the most efficient management and to prevent sectarian or denominational influence, and for that purpose may levy and collect a tax, at such rate or rates as the city council may, from time to time, determine, on the one hundred dollars ($100.00) of property, in addition to the ordinary revenue, to be collected as other revenue and appropriated in aid of the common schools of the city, or to such schools as the city council may establish, and to be paid to the order of the city board of education by the treasurer of said corporation.~~

(Drafters Note: With the retention of an item number 23 as reserved in the revised Charter previously voted on by the City Council and State General Assembly, and with the deletion of the provision related to the establishment of schools above, which is item number 24 in the current Charter, the next paragraph related to regulation of buildings became item 24. However, the Drafter would suggest removing the reservation for item number 23 and then continuing the numbers in sequence, which will make the next item number 23, which was item 25 in the current Charter, but was 24 in the previously revised Charter. For the following items the numbers will be

used in sequence without a further explanatory note, but the changed numbers will be shown in blue.)

(23) *Regulation of location, occupancy, height of buildings and building materials; inspection of buildings~~,~~ as to health and safety.* To regulate the location, bulk, occupancy, area, lot, height and construction of buildings and building materials, including but not limited to plumbing and electric wiring of all buildings and structures, and to inspect all buildings, lands and places as to their condition for health and safety, and when necessary, to prevent the use thereof and to require any alterations or changes necessary to make them healthful, clean or safe.

~~(26) *Construction, maintenance of railroad bridges, tunnels, sewers.* To order any railroad operating within the city to construct, maintain, repair and replace bridges, approaches, tunnels, overpasses and underpasses and all other conveniences of such railroads where the same cross any of the streets of said city, to insure the safety of the public traveling on said streets, and to prescribe by ordinance, regulations as to the kind and character of bridges, approaches, tunnels, overpasses, underpasses, sewers and all other conveniences and how they are to be maintained. The city shall pay the costs of constructing approaches to the railroads's right-of-way. Each day's failure of the railroad to comply with such an order after a reasonable time has elapsed shall be a misdemeanor and separate offense, and shall be punished by a fine not to exceed fifty dollars ($50.00) in the city court for each offense. If the railroad refuses to do such work the city may have the work done and may collect the cost thereof from the railroad by the use of all legal and equitable remedies available under the law.~~

(24) *Acquisition and maintenance of airport; power to finance airport.* To acquire, own, equip and maintain a municipal airport, within or without the corporate limits, and for such purposes may make appropriations and borrow money. These things may be done jointly with Montgomery County.

(25) *Establishment and maintenance of police department.* To establish, support and regulate a police department~~, and with the right in the mayor to appoint special policemen when, in his opinion, it is necessary.~~; to purchase police equipment and vehicles, and to construct or purchase buildings for the housing of same, and to make all appropriations necessary for such purposes.

(26) *Enforcement of ordinances~~,~~ by civil fines~~,~~; forfeitures, and civil penalties; costs; limitations on fines.* To enforce any ordinance, rule or regulation by means of civil fines, forfeitures and civil penalties, or by abatement, or by order of injunction or to stop work, or by action or proceedings of any kind in any court of competent jurisdiction, or by any one or more of such means, and to impose costs as a part thereof, but no fine, forfeiture or civil penalty shall exceed ~~fifty dollars ($50.00), except as otherwise lawfully provided, and except that for violating any ordinance forbidding driving while under the influence of an intoxicant or drug the city council may by ordinance authorize imposition of the following maximum penalty:~~

~~(a) For the first conviction—up to one hundred dollars ($100.00);~~

~~(b) For the second conviction—up to two hundred dollars ($200.00);~~

~~(c) For the third or subsequent conviction—up to three hundred dollars ($300.00); and except for violating any ordinance forbidding driving without a valid license or permit or while the driver's license or permit is suspended or revoked the city council may by ordinance authorize a penalty not to exceed one hundred dollars ($100.00)~~ the amount permitted by general law.

(27) *Suppression of vice; civil fines, forfeitures, and civil penalties; judicial proceedings; appeal.* To the extent permitted by general law, to regulate, fine and suppress all disorderly houses, assignation or ~~bawdy~~ houses of prostitution, and gambling houses; to impose civil fines, forfeitures and civil penalties for the breach of same, or to enforce any ordinance pertaining to same; ~~to provide for their recovery and appropriations~~ to provide for the recovery of costs and appropriations related to same; ~~to provide for the arrest and confinement until trial of all persons violating any ordinances of the city~~; to prevent and punish by civil pecuniary penalties~~,~~ or fines ~~or imprisonment~~ all breaches of the peace, noises, disturbances~~,~~ or disorderly assemblies~~, or other misdemeanors,~~ in the City at any time. ~~; to erect, purchase or rent and organize and regulate a workhouse in or near said city; and any person who shall refuse or neglect to pay or secure any fine or costs imposed upon him under any ordinance of the city shall be committed to said workhouse or city jail until such fine and costs be fully paid; every person so committed to the workhouse or city jail shall be required to work for the city within or without the workhouse not exceeding ten (10) hours each day and for such work shall be allowed two dollars ($2.00) per day [2] and board, until the whole fine and costs be paid.~~ Civil fines, forfeitures and civil penalties for each breach of the laws and ordinances of said city may be recovered ~~before~~ in the City ~~judge or the~~ Court, ~~of general sessions for Montgomery County, Tennessee,~~ and said City ~~judge or said~~ Court ~~of general sessions~~ shall have the power to issue process, either summons ~~or capias~~ or subpoena, render judgment, issue executions, ~~demand bail,~~ and fine for contempt~~, or commit to the workhouse~~ as ~~herein~~ provided by general law. Any person dissatisfied with the judgment of the City ~~judge or said~~ Court ~~of general sessions,~~ may, within ~~two (2)~~ ten (10) ~~entire~~ calendar days thereafter, ~~Sunday excepted,~~ appeal to the ~~next term of the~~ Circuit Court of Montgomery County, Tennessee, upon giving bond with good and sufficient security approved by the ~~City~~ ~~judge or the~~ Circuit Court ~~of general sessions~~ for his appearance or faithful prosecution of the appeal and court costs. The bond shall not exceed, nor be less than, the amount ~~permitted~~ required by general law. ~~Jurisdiction is hereby conferred upon said circuit court to hear and determine such appeals and to impose fines, forfeitures, penalties and imprisonment as provided by the laws and ordinances of the City of Clarksville.~~ Jurisdiction is hereby conferred upon said Circuit Court to hear and determine such appeals, in accordance with general law, and to impose civil fines, forfeitures, civil penalties, injunctions or other orders as provided by the ordinances of the City of Clarksville and general law. ~~Any person failing to pay or secure any fine so imposed by said circuit court, together with all costs of the case, shall be confined in the city workhouse until said fine and costs are worked out at the rate of two dollars ($2.00) per day; provided, however, that in prosecution for the violations of the city ordinances, the bond shall not exceed two hundred and fifty dollars ($250.00); provided, that~~ Any judgment in the Circuit Court ~~upon such appearance bond~~ shall not exceed the amount of the civil fine and court costs imposed ~~in~~ by the City Court, to include any litigation taxes, plus ~~the~~ any accrued court costs, to include any litigation taxes, in the Circuit Court. Ordinances of the City imposing civil fines, ~~penalties, and~~ forfeitures and civil penalties shall be construed remedially. All process ~~expressly~~ permitted by law issued by the Mayor, City Council, City ~~judge or said~~ Court, ~~of general sessions~~ or other officer of the corporation, may be directed to the Chief of Police, the Sheriff ~~or any constable~~ of Montgomery County, or police officers or deputies under their authority, who shall execute and return same as any other process, which may be amended from time to time to promote the attainment of justice.

(28) *Licenses*. To license and regulate all persons, firms, ~~and~~ corporations, companies and associations, engaged in any business, occupation, calling, ~~or~~ profession or trade, not otherwise forbidden by general law.

(29) *Licensing, inspection of weights and measures.* To establish, regulate, license and inspect weights and measures, to the extent permitted by general law.

(30) *Immoral conduct, obscene pictures.* To suppress and prohibit, immoral or illicit conduct, and obscene pictures, ~~and~~ literature, materials or objects, ~~as~~ to the extent permitted by general law.

(31) *Weapons.* To regulate ~~and suppress the sale of firearms, to prevent and suppress the~~ selling, carrying, using or firing of firearms, ~~Bowie knives, dirks~~ or other deadly weapons, to the extent permitted by general law.

(32) *Vagrancy.* To define and punish vagrancy, loitering, disorderly conduct, and all other acts~~,~~ or conduct ~~or misconduct~~ that could be lawfully defined as misconduct or as a misdemeanor, to the extent permitted by general law.

(33) *Licensing and regulation of theatrical exhibitions, shows.* To license, tax and regulate theatrical and other exhibitions, shows and entertainments, and to suppress immoral, vicious or indecent theatrical or other shows, exhibitions and entertainments, in a manner not inconsistent with general law.

(Drafter's Note: The above provision may not be legal with regard to taxation, and may be subject to challenge with regard to some First Amendment activities / speech. Adult entertainment can be regulated and obscenity can be prohibited, but where the lines are can be difficult to discern given U.S. Supreme Court precedent. Use of the terms "immoral" and "vicious" may be subject to constitutional challenge on vagueness grounds.)

(34) *Regulation of motor vehicles.* To regulate the parking, use, ~~and driving~~ and operation of motor vehicles upon the streets, thoroughfares, alleys and public places in the City.

~~(38) *Driving while drunk or drugged prohibited.* To prohibit anyone from driving or operating a motor vehicle upon the streets, thoroughfares, alleys and public places of the city while under the influence of drugs, alcoholic or intoxicating beverages, or while intoxicated, and to declare anyone doing any such thing guilty of a misdemeanor.~~

(35) *Regulation of vehicles for hire~~; operator's permit required; fee for permit~~.* To regulate the use and operation of taxicabs, busses and other motor vehicles for hire for the transportation of passengers within the City and the fares to be charged; and to require all persons wishing to drive or operate any such vehicle to first obtain a permit therefor from the City upon such investigation, examinations and conditions as the City may require or determine; and to charge a fee for such permit or renewal, ~~the~~ in an amount ~~of such fee to be~~ as the City may determine.

~~(40) *Condition of vehicle for hire; inspection; inspection fee.*~~ To require all such vehicles for hire to be kept clean and in good mechanical condition~~. To require~~ and that all such motor vehicles for hire be inspected from time to time~~. For each inspection the city may~~ charge a reasonable fee ~~therefor~~ for each such inspection.

~~(41) *Insurance requirements for vehicles for hire.*~~ To require that the owner or operator of each vehicle for hire ~~carry~~ acquire and maintain liability and property damage insurance for the

protection of passengers and the general public, such insurance to be with a company or companies approved by the state Commissioner of Insurance, with the amounts and forms of insurance policies to be such as the City may require, not inconsistent with state law of general application. Copies of the insurance policies shall be ~~delivered~~ provided to the City and kept on ~~deposit with it~~ on file by the City for public inspection.

(36) Establishment and *maintenance of fire department.* To establish, support and regulate a fire department~~.~~; to purchase firefighting equipment and vehicles, and to ~~erect~~ construct or purchase buildings for the housing of same, and to make all appropriations necessary for such purposes.

(37) *Fire preventative powers generally.* To make such regulations for the prevention and extinguishment of fires as the City ~~council~~ may deem necessary and proper, including the power to require the obtaining of a building permit from the City before building, installing or repairing of any buildings, structure, part thereof or apparatus used or situated therein.

(38) *Manufactories likely to produce fires.* To regulate, restrain and prevent the carrying on of manufactories dangerous in causing or producing fires, to the extent permitted by general law.

(39) *Storage and sale of explosives and inflammables.* To regulate the storage and sale of all combustible, inflammable, explosive, dangerous or offensive materials and instruments, to the extent permitted by general law.

(40) *Regulation of lights, lamps, electric wiring in public places and buildings.* To regulate the character and use of lights, lamps, electric wiring, steam, gas, and hot air pipes in all places and buildings.

(41) *Establishment of fire districts; regulation of buildings therein.* To establish fire districts, and to prevent the erection of wooden buildings and buildings covered with combustible material ~~therein~~, to the extent permitted by general law.

(42) *Restricting the location of business occupations and practices.* To prescribe the limits within which business occupations and practices liable to be a nuisance, or detrimental to the health, morals, security or general welfare of the people, may lawfully be established, conducted or maintained, within the City and within one mile beyond its corporate limits.

(43) *Authority, duties, and rights~~,~~ of officers and employees.* To determine and to fix the authority, duties, rights, qualifications, responsibilities and compensation of all officials, officers and employees elected, appointed or employed by the City.

(44) *Designation and duties of departments.* To ~~designate by appropriate terms the~~ create, reorganize and abolish various departments ~~in and~~ by which the affairs and business of the City are conducted, and to define and fix the duties of such departments.

(45) *Consolidation of two or more departments.* To combine or consolidate the authority, duties, rights and responsibilities of any two (2) or more departments, officials, officers, appointees or employees, and to define and fix the duties and compensation of each.

~~(52) *Changing numbers of wards and their boundaries; changing number of voting precincts.* To change the number of wards and the boundaries of same, when and as it may be deemed necessary or proper; to provide additional voting precincts in the city; and to increase, change or decrease the number of wards and voting precincts.~~

(46) *Changing ~~numbers of~~ ward~~s~~ ~~and their~~ boundaries~~; changing number of voting precincts~~.* To change ~~the number of wards and~~ the boundaries of ~~same~~ wards, when and as it may be deemed necessary or proper~~; to provide additional voting precincts in the city; and to increase, change or decrease the number of wards and voting precincts~~ in accordance with general law.

(Drafter's Note: In the previous proposed revised Charter, the above provision pertaining to changing ward numbers, etc. was deleted entirely, as shown above in red. The reason for this was because this provision conflicts with another Charter provision (Article II, Section 1) that establishes the number of City wards at twelve (12). That fact has not changed and hence the part of the above provision dealing with changing the number of wards must still be deleted. However, Article I, Section 1, of the current Charter and of the proposed revised Charter, permits the City to reapportion, using the latest federal census data, at any time the City Council deems it advisable, which obviously may require the re-drawing of ward boundary lines. Nothing in the current or proposed revised Charter conflicts with this authority, but it is thought best to state the power expressly here under the listing of enumerated powers, as was done under the current Charter. However, the deletion pertaining to voting precincts should also be retained as that aspect is governed by state law of general application, and comes under the authority of the Montgomery County Election Commission, and not the City. For these reasons, the drafter has suggested that a revised version of the current Charter provision as shown in blue be added back in to the listing of enumerated powers.)

(47) *Revocation of licenses.* To provide for the revocation of, and to revoke~~,~~ licenses and permits.

(48) *Retirement.* To provide for the retirement and pensioning of the City's officers and employees and make available to them any group, life, hospital, health, dental, disability or accident insurance, either independently of, or as a supplement to, any retirement or other employee welfare benefits otherwise provided by law.

(Drafter's Note: In the current Charter, the following enumerated powers are listed under Article I, Section 5 (b), which pertains to powers that can be exercised through passage of a resolution by the City Council, requiring only one reading, as opposed to all of the forgoing enumerated powers which are listed under Article I, Section 5 (a), which can only be exercised through passage of an ordinance by the City Council, and therefore requiring two readings, and also requiring passage by a majority of the full membership of the City Council pursuant to Article II, Section 12 of the current Charter. Since these powers that can be exercised by resolution are significant, broad, and far-reaching, and not different in kind from the ones that can only be exercised by ordinance, it was thought by the Charter Revision Task Force, and prior City Councils, that the enumerated "resolution" powers should really only be exercised through passage of an ordinance, and not a simple resolution, which would give the public more time to become aware of impending legislation, and more time for the City Council to study and debate same. That would leave resolutions for the sometimes more mundane, but important, purposes such as approving appointments to boards, etc., expressing the sense of the Council pertaining to political or policy questions, bestowing honors upon citizens, authorizing litigation, and such. Some things or subjects are required to be done by ordinance pursuant to state law of general application, regardless of what the Charter may state (See, e.g., TCA §6-54-112; and others such as state laws pertaining to zoning.) For these reasons, the old Section 5 (b) was deleted, and the powers enumerated there under the current Charter were moved to the listing of enumerated powers under Section 5 (a) pertaining to powers that can only be exercised by ordinance. Some of the old Section 5 (b) powers, like some of the old Section 5 (a) powers, were deleted entirely in the proposed revised Charter as being superceded or preempted by either state law of general application, or federal

law. There does not appear to be any reason to retain a separate Section 5 (b) pertaining to what powers can be exercised by resolution, since it follows that any power that does not have to be exercised through ordinance, by necessity and implication, can be done by resolution. The last two provisions of this Section pertaining to adoption and enforcement of ordinances not specifically enumerated and to necessary implied powers to carry out the state granted Charter powers have accordingly been labeled as subsections (b) and (c) respectively.)

(49) *Expenditure of money*. To expend the money of the city for all lawful purposes.

(50) *Acquisition and disposition of property*. To purchase, acquire, receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the City or State, except such as may hereinafter be prohibited.

(51) *Appropriate money, payment of debts and borrowing of money*. To appropriate money, and to provide for the payment of debts of the City, and to borrow money or funds, to include but not limited to the borrowing of money or funds in anticipation of tax collections, in accordance with general law. ~~The city council may borrow money or funds in anticipation of tax collections, provided such money or funds are repaid within the next fiscal year, except as otherwise provided in article V, section 3~~.

(52) *Public utilities and public service*. To construct, purchase, acquire, by condemnation or otherwise, lease, own, operate and maintain an electric power plant and distribution system, telecommunications system, water pumping plant and distribution system, gas manufacturing plant and distribution system, natural gas distribution system, sewerage disposal system, or any other utilities, or any estate or interest therein or part thereof, or the use of any such utility, and to furnish the product or service of any said utilities for its own uses and purposes and to the general public within or without the City; and to fix and regulate the charges of such products and services; and the right to sell, lease, mortgage, pledge or otherwise dispose of any said utilities or any part thereof; and the right to purchase electric power, telecommunications, gas, water or other products for distribution, for the use of the City and for sale to the general public, and to make all contracts and to do all things in regard to any of such things that may appear advisable for the City.

(53) *Streets, highways, generally*. To construct, improve, reconstruct and re-improve by opening, extending, graveling, macadamizing, draining or otherwise improving any streets, highways, avenues, alleys or other public places within the corporate limits, and to assess a portion of the cost of such improvements upon the property abutting upon or adjacent to such streets, highways or alleys, ~~under and as provided by the Code of Tennessee~~ as may be permitted by general law, and ~~said city~~ may by ordinance or otherwise prohibit anyone from occupying, encroaching or trespassing upon any of the public lands, buildings, parks, streets, roads and alleys, within ~~said corporation~~ the City, and remove anyone from same who may have occupied or encroached on same.

(54) *Construction and repair of sidewalks and curbings; cleaning of gutters and sidewalks; removal of snow, ice, weeds; cleaning of privies, stables and slaughterhouses; assessment of costs; assessment to constitute a lien; livestock and animals generally*.

(a) To provide for the construction and repair of sidewalks and curbings, and for the cleaning of same and all gutters and streets, at the expense of the owners of the ground fronting thereto; to provide for the removal of all encroachments into or upon any street, alley or other

property of the City, and for the removal of all obstructions from sidewalks, including snow, ice and earth; the cutting and removal of obnoxious weeds, ~~and~~ rubbish, grass, trees, vines, underbrush or other vegetation, trash, litter, refuse or garbage, or of building material debris; the cleaning and rendering sanitary or safe, or the removal, of closets and privies, pigpens, stables and slaughterhouses, at the expense of the owners of the property or the owner of the abutting property, as well as the demolition or reduction of houses, buildings, or structures as permitted by general law. The expense of all of the above shall be a debt against the owner or owners, and shall constitute a lien on the lot or lots of said owner or owners ~~for eighteen (18) months~~ from the date ~~of payment by~~ the City incurs the costs to remedy the condition or the date the lien is filed by the City with the Register of Deeds, whichever occurs earlier, and said lien and debt or costs may be enforced and recovered by the City ~~in the chancery court of Montgomery County, Tennessee, and said court is hereby given jurisdiction of such liens and debts, regardless of the amounts involved; provided, that suits now pending to enforce the collection of such debt may be prosecuted under the provisions of the present Charter in the Circuit or Chancery Court of Montgomery County, Tennessee as permitted by law~~ in accordance with state law of general application; ~~also to regulate and prevent the running at large and tying and fastening of cattle, hogs, horses, mules, stock and other animals of all kinds, and stationing, placing or leaving the teams, wagons or other vehicles on the street, reckless, careless, improper or negligent riding or driving on the streets or alleys or public places~~ also to regulate the keeping, and to prevent the running at large, ~~and tying and fastening of cattle, hogs, horses, mules, stock and other~~ of animals of all kinds, and insects~~, and stationing, placing or leaving the teams, wagons or other vehicles on the street, reckless, careless, improper or negligent riding or driving on the streets or alleys or public places~~.

(b) To provide for the abatement of unhealthy or unsafe conditions on occupied or unoccupied parcels of land, and to recover costs of such actions from the owners, landlords or tenants thereof, as permitted by general law. ~~If it is determined by the department or person as designated by the City Council that any owner of record of real property has created, maintained or permitted to be maintained on such property the growth of trees, vines, grass, underbrush and/or the accumulation of debris, trash, litter, or garbage, or any combination of the preceding elements, so as to endanger the health, safety or welfare of other citizens or to encourage the infestation of rats and other harmful animals, such department or person shall provide notice to the owner of record to remedy the condition immediately. The notice shall be given by United States mail, addressed to the last known address of the owner of record. The notice shall state that the owner of the property is entitled to a hearing. The notice shall be written in plain language and shall also include, but not be limited to, the following elements:~~

~~(1) A brief statement which shall contain the consequences of failing to remedy the noted condition;~~

~~(2) The person, office, address and telephone number of the department or person giving notice;~~

~~(3) A cost estimate for remedying the noted condition; and~~

~~(4) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing.~~

~~If the person fails or refuses to remedy the condition within ten (10) days after receiving the notice, the department or person so designated by the City Council shall immediately cause the condition to be remedied or removed at a cost in conformity with reasonable standards and~~

~~the cost thereof assessed against the owner of the property. Upon the filing of the notice with the Register of Deeds for Montgomery County, the costs shall be a lien on the property in favor of the City of Clarksville, second only to liens of the state, county and municipality for taxes, any lien of the city for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.~~

~~The City Council may make any rules and regulations necessary for the administration and enforcement of this subsection; provided that upon request of the person aggrieved by the determination made pursuant to this subsection, such person shall have a right to a hearing. A request for such hearing shall be made within ten (10) days following the receipt of the notice issued pursuant to this subsection. Failure to make the request within this time shall without exception constitute a waiver of the right to a hearing. Any person aggrieved by an order or act of the board, agency or department to conduct such hearing may seek judicial review of the order or act. The ten (10) day period established in this subsection shall be stayed during the pendency of such hearing.~~

(55) *Erection of bridges, sewers*. To construct, erect, establish, open, close and remove bridges, sewers, gutters, hydrants and cisterns, and regulate and charge for use thereof.

(56) *Improvement of navigation on Cumberland River; erection and regulation of wharves, docks; marinas, wharfage rate; regulation of other anchorages and moorings*. To improve and preserve the navigation of the Cumberland River within the corporate limits of the City which shall extend to the center of said river; to erect, repair and regulate public wharves, docks, marinas and landings, and to fix the rate of wharfage there at, not extending to any now owned by private persons, unless the City becomes the owner; to regulate the stationary anchorage and mooring of vessels, watercraft and rafts at other places than wharves within the City, to the extent permitted by general law.

~~(9) Notice to abutting property owners to oil streets or to apply some other specific chemical product thereto; failure of owners to comply; authority of city to do work, assessment of costs; lien. To oil the streets, alleys and public ways of the city at the expense of the owners of the property abutting on said streets, alleys or public ways. Whenever it shall be the opinion of the city council that said streets, alleys or public ways or any of them, should be oiled, a resolution may be passed by that body, and spread upon the minutes, specifying with reasonable certainty the points on said streets, alleys or public ways, between which the oilings should be done, giving the names of the owners of the property fronting thereon. Thereupon the mayor shall issue a notice to the owners of the property abutting on said streets, alleys or public ways to be oiled, requesting said owners or their agents to oil that portion of said streets, alleys or public ways, in front of and adjacent to their respective lots, to the center of said streets, alleys or public ways, according to specifications of the street committee, and under the supervision of the commissioner of public works, within ten (10) days after the publication of said notice as hereinafter set out. Said notice shall be published twice in a newspaper published in said city, ten (10) days prior to the time property owners are required to oil the streets, alleys or public ways and shall give the name of the property owners, the frontage to be oiled by each and the estimated cost, and shall specify with reasonable certainty the points on the streets, alleys or public ways between which the oiling shall be done. Should the owner or the owners of the property or their agent or agents fail to oil the streets, alleys or public ways within the time~~

~~prescribed by such notice, it shall be the duty of the city to have the same done and pay for it out of the treasury, and the amount so paid shall constitute charge against the owner of the property abutting on said streets, alleys or public ways, and shall constitute a lien on said property for eighteen (18) months from the time of the payment by the city, and the city may recover the amount so paid by an action of debt or assumpsit for money paid for the use of such owner or owners, in the chancery court of Montgomery County, Tennessee, and may also enforce the lien on said lot or lots as provided in this act, and the chancery court of Montgomery County, Tennessee, shall have jurisdiction of such liens and debts, regardless of the amount involved. All foregoing provisions relating to oiling or application of some specific chemical product for preventing or lessening the amount of dust on the streets just as if that had been set forth specifically throughout this section, shall apply.~~

(57) *Regulation of public grounds and buildings*. To provide for the enclosing, improving, ~~and~~ regulating, care, maintenance and use of ~~the~~ public grounds, buildings and properties belonging to the City, within or without the corporate limits.

(58) *Inspection of articles for consumption*. To inspect, test, measure and weigh any article for consumption or use within the City, and to charge reasonable fees therefor, which fees are to go into the treasury of the City, to the extent permitted by general law.

(59) *Depository for city funds; penalty for refusal of officials to place funds in depository*. To designate from time to time a depository in which all of the funds under control of the City ~~council~~ shall be kept, and it shall be cause for removal from office of any city official to refuse to deposit the funds in his hands in the depository so designated.

(b) *Adoption and enforcement of ordinances not specifically enumerated.* The City shall have full power to adopt and enforce such further ordinances, rules and regulations, whether or not specifically enumerated in this ~~act~~ Charter, as may be deemed necessary or proper for the good government, functioning and administration of the ~~corporation~~ City, and for the accomplishment of its objects and purposes.

(c) *Powers granted herein not restrictive.* The City shall have full power to exercise and enjoy all other powers, functions, rights, privileges and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, morals and general welfare of the City and its inhabitants, and all implied powers necessary to carry into execution all powers granted in this ~~act~~ Charter as fully and completely as if such powers were fully enumerated herein. No enumeration of particular powers in this ~~act~~ Charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to cities under ~~the constitution or applicable public acts of the state~~ general law.

~~(b) [3] The city shall have full power by resolution within the corporate limits and within one mile beyond said limits when permitted by laws, as follows:~~

~~(1) *Expenditure of money.* To expend the money of the city for all lawful purposes.~~

~~(2) *Acquisition and disposition of property.* To purchase, acquire, receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the city or state, except such as may hereinafter be prohibited.~~

~~(3) *Payment of debts and borrowing of money.* To appropriate money and to provide for the payment of debts of the city and to borrow money. The city council may borrow money or funds in anticipation of tax collections, provided such money or funds are repaid within the next fiscal year, except as otherwise provided in article V, section 3.~~

~~(4) *Public utilities and public service.* To construct, purchase, acquire, by condemnation or otherwise, lease, own, operate and maintain an electric power plant and distribution system, telecommunications system, water pumping plant and distribution system, gas manufacturing plant and distribution system, natural gas distribution system, sewerage disposal system, or any other utilities, or any estate or interest therein or part thereof, or the use of any such utility, and to furnish the product or service of any said utilities for its own uses and purposes and to the general public within or without the city; and to fix and regulate the charges of such products and services; and the right to sell, lease, mortgage, pledge or otherwise dispose of any said utilities or any part thereof; and the right to purchase electric power, telecommunications, gas, water or other products for distribution, for the use of the city and for sale to the general public, and to make all contracts and to do all things in regard to any of such things that may appear advisable for the city.~~

~~(5) *Streets, highways, generally.* To construct, improve, reconstruct and reimprove by opening, extending, graveling, macadamizing, draining or otherwise improving any streets, highways, avenues, alleys or other public places within the corporate limits and to assess a portion of the cost of such improvements upon the property abutting upon or adjacent to such streets, highways or alleys, under and as provided by the Code of Tennessee, and said city may by ordinance or otherwise prohibit anyone from occupying, encroaching or trespassing upon any of the public lands, buildings, parks, streets, roads and alleys, within said corporation, and remove anyone from same who may have occupied or encroached on same.~~

~~(6) *Construction and repair of sidewalks and curbings; cleaning of gutters and sidewalks; removal of snow, ice, weeds; cleaning of privies, stables and slaughterhouses; assessment of costs; assessment to constitute a lien; livestock and animals generally.*~~

~~(i) To provide for the construction and repair of sidewalks and curbings, and for the cleaning of same and all gutters and streets, at the expense of the owners of the ground fronting thereto; to provide for the removal of all encroachments into or upon any street, alley or other property of the city, and for the removal of all obstructions from sidewalks, including snow, ice and earth; the cutting and removal of obnoxious weeds and rubbish, the cleaning and rendering sanitary, or the removal of closets and privies, pigpens, stables and slaughterhouses at the expense of the owners of the property or the owner of the abutting property. The expense of all of the above shall be a debt against the owner or owners, and shall constitute a lien on the lot or lots of said owner or owners for eighteen (18) months from the date of payment by the city and said lien and debt may be enforced and recovered by the city in the chancery court of Montgomery County, Tennessee, and said court is hereby given jurisdiction of such liens and debts, regardless of the amounts involved; provided, that suits now pending to enforce the collection of such debt may be prosecuted under the provisions of the present Charter; also to regulate and prevent the running at large and tying and fastening of cattle, hogs, horses, mules, stock and other animals of all kinds, and stationing, placing or leaving the teams, wagons or other vehicles on the street, reckless, careless, improper or negligent riding or driving on the streets or alleys or public places.~~

~~(ii) To provide for the abatement of unhealthy or unsafe conditions on occupied or unoccupied parcels of land. If it is determined by the department or person as designated by the City Council that any owner of record of real property has created, maintained or permitted to be maintained on such property the growth of trees, vines, grass, underbrush and/or the accumulation of debris, trash, litter, or garbage, or any combination of the preceding elements, so as to endanger the health, safety or welfare of other citizens or to encourage the infestation of rats and other harmful animals, such department or person shall provide notice to the owner of record to remedy the condition immediately. The notice shall be given by United States mail, addressed to the last known address of the owner of record. The notice shall state that the owner of the property is entitled to a hearing. The notice shall be written in plain language and shall also include, but not be limited to, the following elements:~~

~~(1) A brief statement which shall contain the consequences of failing to remedy the noted condition;~~

~~(2) The person, office, address and telephone number of the department or person giving notice;~~

~~(3) A cost estimate for remedying the noted condition; and~~

~~(4) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing.~~

~~If the person fails or refuses to remedy the condition within ten (10) days after receiving the notice, the department or person so designated by the City Council shall immediately cause the condition to be remedied or removed at a cost in conformity with reasonable standards and the cost thereof assessed against the owner of the property. Upon the filing of the notice with the Register of Deeds for Montgomery County, the costs shall be a lien on the property in favor of the City of Clarksville, second only to liens of the state, county and municipality for taxes, any lien of the city for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.~~

~~The City Council may make any rules and regulations necessary for the administration and enforcement of this subsection; provided that upon request of the person aggrieved by the determination made pursuant to this subsection, such person shall have a right to a hearing. A request for such hearing shall be made within ten (10) days following the receipt of the notice issued pursuant to this subsection. Failure to make the request within this time shall without exception constitute a waiver of the right to a hearing. Any person aggrieved by an order or act of the board, agency or department to conduct such hearing may seek judicial review of the order or act. The ten (10) day period established in this subsection shall be stayed during the pendency of such hearing.~~

~~(7) *Erection of bridges, sewers.* To erect, establish, open, close and remove bridges, sewers, gutters, hydrants and cisterns and regulate and charge for use thereof.~~

~~(8) *Improvement of navigation on Cumberland River; erection and regulation of wharves, docks; wharfage rate; regulation of other anchorages and moorings.* To improve and preserve the~~

~~navigation of the Cumberland River within the corporate limits of the city which shall extend to the center of said river; to erect, repair and regulate public wharves, docks and landings, and to fix the rate of wharfage thereat, not extending to any now owned by private persons, unless the city becomes the owner; to regulate the stationary anchorage and mooring of vessels, watercraft and rafts at other places than wharves within the city.~~

~~(9) *Notice to abutting property owners to oil streets or to apply some other specific chemical product thereto; failure of owners to comply; authority of city to do work, assessment of costs; lien.* To oil the streets, alleys and public ways of the city at the expense of the owners of the property abutting on said streets, alleys or public ways. Whenever it shall be the opinion of the city council that said streets, alleys or public ways or any of them, should be oiled, a resolution may be passed by that body, and spread upon the minutes, specifying with reasonable certainty the points on said streets, alleys or public ways, between which the oilings should be done, giving the names of the owners of the property fronting thereon. Thereupon the mayor shall issue a notice to the owners of the property abutting on said streets, alleys or public ways to be oiled, requesting said owners or their agents to oil that portion of said streets, alleys or public ways, in front of and adjacent to their respective lots, to the center of said streets, alleys or public ways, according to specifications of the street committee, and under the supervision of the commissioner of public works, within ten (10) days after the publication of said notice as hereinafter set out. Said notice shall be published twice in a newspaper published in said city, ten (10) days prior to the time property owners are required to oil the streets, alleys or public ways and shall give the name of the property owners, the frontage to be oiled by each and the estimated cost, and shall specify with reasonable certainty the points on the streets, alleys or public ways between which the oiling shall be done. Should the owner or the owners of the property or their agent or agents fail to oil the streets, alleys or public ways within the time prescribed by such notice, it shall be the duty of the city to have the same done and pay for it out of the treasury, and the amount so paid shall constitute charge against the owner of the property abutting on said streets, alleys or public ways, and shall constitute a lien on said property for eighteen (18) months from the time of the payment by the city, and the city may recover the amount so paid by an action of debt or assumpsit for money paid for the use of such owner or owners, in the chancery court of Montgomery County, Tennessee, and may also enforce the lien on said lot or lots as provided in this act, and the chancery court of Montgomery County, Tennessee, shall have jurisdiction of such liens and debts, regardless of the amount involved. All foregoing provisions relating to oiling or application of some specific chemical product for preventing or lessening the amount of dust on the streets just as if that had been set forth specifically throughout this section, shall apply.~~

~~(10) *Regulation of public grounds and buildings.* To provide for the enclosing, improving and regulating, care, maintenance and use of the public grounds, building and properties belonging to the city, within or without the corporate limits.~~

~~(11) *Inspection of articles for consumption.* To inspect, test, measure and weigh any article for consumption or use within the city, and to charge reasonable fees therefor, which fees are to go into the treasury of the city.~~

~~(12) *Depository for city funds; penalty for refusal of officials to place funds in depository.* To designate from time to time a depository in which all of the funds under control of the city council shall be kept, and it shall be cause for removal from office of any city official to refuse to deposit the funds in his hands in the depository so designated.~~

(Pr. Acts 1961, Ch. 249, §§ 3, 4, 5(2), 6; Pr. Acts 1967, Ch. 195, § 1; Pr. Acts 1981, Ch. 139, § 1; Pr. Acts 1997, Ch. 75, §§ 1, 2; Pr. Acts 2005, Ch. 49, § 1)

ARTICLE II. - CITY COUNCIL

Section 1. - Division of City into wards; election of Mayor and ~~aldermen~~ Councilmen.

(a) ~~Be it further enacted, that~~ The City of Clarksville shall be divided into twelve (12) wards for the purpose of electing twelve (12) persons for the office of ~~alderman~~ Councilman.

(b) ~~Prior to January 1, 1992,~~ The City Council shall by ordinance divide the city into twelve (12) wards to apportion the City Council so that the ~~aldermen~~ Councilmen elected from wards shall represent substantially equal populations. The City Council ~~shall reapportion in 1991 and~~ may reapportion at any time thereafter if it deems such action necessary to maintain substantially equal representation based on population. The City Council shall use the latest federal census data whenever a reapportionment is made. Wards shall be reasonably compact and contiguous. A map of such wards shall be ~~stored~~ filed and maintained ~~with~~ by the ~~office of~~ City Clerk.

(c) ~~Commencing with the November election in 1992, there shall be a total of twelve (12) aldermen. After the period of transition from present law,~~ There shall be one ~~alderman~~ Councilman elected from each ward who is a resident of such ward, and such ~~alderman~~ Councilman shall be selected by the qualified voters of such ward.

(d) The ~~county election commission of Montgomery County shall~~ City shall take all action necessary to cause the Montgomery County Election Commission to hold an election at the voting places in the City on the first Tuesday after the first Monday in November ~~and~~ in each even-numbered year ~~thereafter~~ to fill all vacancies for the offices ~~on the~~ of City Councilman and ~~the~~ Mayor. ~~At the election occurring on the first Tuesday in November, 1994, there shall be elected by the qualified voters of the entire city a mayor elected for a term of four (4) years beginning the following January 1st and until his successor is elected and qualified. At the November 1992 election for aldermen, six (6) persons shall be elected for a term of four (4) years. At the November 1994 election for aldermen, six (6) aldermen shall be elected for a term of four (4) years. Thereafter,~~ Except as otherwise ~~set out~~ provided herein pertaining to filling vacancies due to unexpired terms, as the terms of office of ~~each alderman and~~ the Mayor and each Councilman expire, the qualified successors thereto shall be elected for terms of four (4) years. The candidate receiving the highest number of votes for Mayor, and the candidates, one from each ward, receiving the highest number of votes for ~~alderman~~ Councilman of ~~such~~ each ward, shall be taken as duly elected, subject each to an election contest ~~before the city council~~ as provided by general law.

(e) Nothing herein shall be deemed to shorten or enlarge any terms of a sitting, duly elected Mayor or Councilman at the time of the effective date of this ~~amended~~ Charter, or to repeal or annul any previous duly enacted ordinance establishing specific wards filled by election, or to be filled by election, prior to the effective date of this ~~amended~~ Charter.

(f) At the election occurring on the first Tuesday in November, 2014, there was elected by the qualified voters of the entire City a Mayor elected for a term of four (4) years, said term beginning the following January 1, 2015, and continuing until ~~his~~ her qualified successor is elected ~~and qualified~~ and takes office. The terms of City Council members shall be staggered in accordance with the following. At the November 2014 election, one (1) Councilman was

elected from each of the following wards to serve for a term of four (4) years, ~~which began~~ said terms beginning the following January 1, 2015, and continuing until their qualified successors ~~is~~ are elected and take~~s~~ office: Wards One (1), Two (2), Six (6), Seven (7), Ten (10) and Eleven (11). At the November 2012 election, one (1) Councilman was elected from each of the following wards to serve for a term of four (4) years, ~~which began~~ said terms beginning the following January 1, 2013, and continuing until their qualified successors ~~is~~ are elected and take~~s~~ office: Wards Three (3), Four (4), Five (5), Eight (8), Nine (9), and Twelve (12).

~~Prior to January 1, 1992, the city council by ordinance shall establish the twelve (12) wards and designate the offices of alderman which shall be filled in the 1992 November election. Such alderman shall be elected from specific wards as the ordinance so provides.~~

(Pr. Acts 1961, Ch. 249, § 7; Pr. Acts 1965, Ch. 158, § 1; Pr. Acts 1988, Ch. 183, § 1; Pr. Acts 1991, Ch. 39, § 1)

Section 2. - Restrictions on candidates.

~~If a candidate or any person on his behalf directly or indirectly gives or promises to any person or persons any office, employment, money, benefit or anything of value in connection with his candidacy, upon conviction thereof he shall be punished by a fine of not more than fifty dollars ($50.00), and shall thereafter be ineligible to hold any office or position of employment in the city government for a period of five (5) years.~~

All persons eighteen (18) years of age or older who are citizens of the United States and of the State of Tennessee, and who have been ~~inhabitants~~ residents of the City for the period required herein, and who are otherwise qualified by general law, shall be eligible to hold a City public office, except for any person who has been convicted of offering, giving, or receiving a bribe, or of misfeasance or malfeasance in public office, or of any other offense declared infamous by general law, unless restored to citizenship in the manner provided by general law.

Section 3. - City council designated; eligibility for office.

(a) The governing body of ~~said municipality~~ the City shall be known as the "City Council" and shall be composed of a Mayor and as many ~~aldermen~~ Councilmen as there are wards in the City~~, being freeholders or householders, and~~. Candidates for Mayor and City Councilman shall be residents of the City of Clarksville ~~who~~ and shall have resided in ~~said~~ the City for twelve (12) months next preceding their election, and ~~who~~ shall ~~have complied with the registration laws of the state and are~~ be qualified to vote in the election in which they are candidates. Candidates for City Councilman, other than the Mayor, shall also reside in and be qualified to vote in the ward to which they seek election at the time said candidate files his election qualifying petition with the ~~office of the~~ Montgomery County Election Commission. City Council members, other than the Mayor, shall continue to reside in the ward ~~to~~ from which they were elected to serve for the duration of their term of office. The Mayor shall continue to reside within the City limits for the duration of their term of office.

(b) "Reside," "Residence," or "Resident," for purposes of this section, shall ~~be~~ mean the place where the candidate maintains their "principal residence."

(c) For purposes of this section, a person's "principal residence" shall be that place in which the person's habitation is fixed, and to which, whenever the person is absent, the person has a

definite intention to return. There can be only one "principal residence." The following factors may be considered in the determination of a person's "principal residence":

(1) the location of a person's ~~ownership, lease, possession, occupation, or use of~~ inhabitable or residential real property owned, leased, possessed, occupied or used by such person;

(2) the location of a person's personal possessions;

(3) the location at which a person normally sleeps on a daily basis except for periods the person is away for business, social, family, vacation, or hospitalization purposes;

(4) the location provided by or used by the person for licensing or registration of personal property;

(5) the location provided by or used by the person for any occupational or professional licensing, certifications, or permits;

(6) the location provided by or used by the person in connection with the provision of utility services for inhabitable or residential real property owned, leased, possessed, occupied or used by the person;

(7) the location provided by or used by the person for driver license and / or voter registration purposes;

(8) the location provided by or used by the person for personal federal and / or state tax return purposes;

(9) the principal place of abode of the person's spouse or immediate family members;

(10) the location provided by or used by the person for bills and correspondence, to include bank and credit card statements, and correspondence from group organizations or entities of which the person is a member or affiliated with;

(11) any other factor that may be relevant to the determination of the "principal residence" of a person.

(Pr. Acts 1961, Ch. 249, § 8)

Section 4. - ~~[Terms of councilmembers.]~~ Terms Limits ~~of~~ for Councilmembers.

(a) No member of the City Council, excluding the Mayor, ~~is allowed to~~ may serve more than three (3) consecutive terms as a member of the Council, not including parts of terms which could result from appointment to that position or election for less than a full term. A member of the City Council who has served the maximum number of consecutive terms hereunder shall not be prohibited from then running for the office of Mayor ~~of the city~~.

(b) No Mayor of the City ~~is allowed to~~ may serve more than three (3) consecutive terms in that ~~capacity~~ office, each of such terms to include parts thereof which could result from appointment to that position or election for less than a full term. A Mayor who has served the maximum number of consecutive terms hereunder is prohibited from then running for the office of City Councilman, except as provided below.

(c) "Consecutive terms" means terms which are served without interruption; any member of the City Council, ~~or~~ to include a Mayor, who has served three (3) consecutive terms, may, after not serving in that capacity for at least one full term, seek ~~the~~ office again.

(d) The provisions of this section shall apply to those persons serving terms beginning January 1, 1993, and January 1, 1995, and all subsequent terms.

(Pr. Acts 1992, Ch. 177, § 1)

Section 5. - City council to call elections; supervision of elections; qualifications of voters.

The City Council shall have the power, in accordance with general law, to call, regulate and provide for all municipal elections; including all elections respecting bond issues; all elections held under this ~~act~~ Charter shall be held and supervised by the ~~election commissioners of~~ Montgomery County, Tennessee, Election Commission ~~or such other person or persons as may be authorized to hold state and county elections~~. A qualified voter who is properly registered as a resident of the City in accordance with general law ~~is~~ shall be entitled to vote in any election held pursuant to this Charter.

(Pr. Acts 1993, Ch. 99, § 1)

Section 6. - ~~Forfeiture of~~ Removal from office.

~~If the mayor or any alderman should be convicted of any offense, such as malfeasance in office, bribery or other corrupt practice or crime, he shall forfeit his office.~~

~~(a)~~ The Mayor, or any City Councilman, or the City Judge, may be removed from office pursuant to and in accordance with the provisions of general law.

Section 7. - Vacancy in office.

In case of a vacancy in ~~any said~~ the office~~s~~ of any City Council member prior to the expiration of the term for any such member, except the Mayor, the City Council shall fill the vacancy until the next City election by a majority vote of the entire City Council. When a vacancy shall occur in the office of Mayor prior to the expiration of the term for Mayor, the vacancy shall be filled as provided in the following section. Should the Mayor cease to be a bona fide resident of the city at any time during his term of office, his office shall thereupon become vacant, and should any ~~alderman~~ Councilman, other than the Mayor, change his residence from the ward from which he was elected, his office shall thereupon become vacant.

Section 8. - Absence of Mayor~~,~~; Mayor Pro Tem.

~~Beginning January, 1993, at the first meeting of the city council,~~ At the first meeting of the City Council, following any city-wide election in which city officials have been elected, and after the installation of such officials, the Mayor shall recommend to the City Council one of its members to be Mayor Pro Tem, which individual shall serve for a period of two (2) years from his/her ratification by the City Council. That person shall serve in the absence of or inability of the Mayor to act. In the event of the failure of the City Council to make such ratification, a Mayor Pro Tem shall be elected by ~~the body~~ majority vote of the entire City Council to serve. Such member shall act as Mayor during any temporary absence or inability of the Mayor to act, and whenever a vacancy occurs in the office of Mayor prior to the expiration of the term for Mayor, the Mayor Pro Tem shall become Mayor and hold office as such until the next City election, and his office as ~~alderman~~ Councilman shall thereupon become vacant, and the vacancy shall be filled by the City Council as herein provided. In the event of the absence or disability of the Mayor Pro Tem to serve, or his failure to perform the duties required of him, the City Council shall have the right to elect an acting Mayor Pro Tem, who shall serve until the Mayor Pro Tem is able to discharge his duties. Whenever a vacancy occurs in the office of the Mayor Pro Tem prior to the expiration of the term of the Mayor Pro Tem, the City Council shall elect one of its members to fill that

vacancy. ~~Such mayor pro tem shall receive a salary of one hundred dollars ($100.00) per month instead of the fifty dollars ($50.00) per month provided for aldermen generally in section 19 of this article.~~

(Pr. Acts 1965, Ch. 158, § 3; Pr. Acts 1991, Ch. 45, § 1)

Section 9. - Time of meetings; special meetings.

(a) The City Council, ~~shall,~~ by ordinance, shall fix the time and place at which the regular meetings of said City Council shall be held, and until otherwise provided by ordinance, the regular meetings of the City Council shall be held at ~~7:30~~ 7:00 p.m., on the first Thursday night in each month, at the City Council chamber.

(b) When~~ever~~ in the opinion of the Mayor, or of seven (7) City Council members exclusive of the Mayor, the welfare of the City demands it, the Mayor, or the Mayor Pro Tem in the absence or disability of the Mayor, shall call a special meeting of the City Council, ~~provided that~~ with a minimum of twenty-four (24) hours notice ~~is given~~ to each City Council member, ~~the Commissioner of Finance and Revenue, the Commissioner of Public Works~~ the City Clerk, and the City Attorney, and the Director of the Department of Finance and Revenue. ~~Such special meeting of the council may also be called if the provisions of Article II, Section 8 are met.~~ Notice ~~shall~~ ~~will~~ may be sent by ~~email~~ electronic mail, with each such contacted ~~member~~ person affirming receipt by reply ~~email~~ electronic mail within ~~twenty four~~ twenty-four (24) hours. ~~Such persons who do not reply by email within the twenty four (24) hour period shall be contacted by telephone. Affirmations not received within 24 hours will be followed-up by telephone. Those persons who do not have access to electronic mail shall be notified of the special meeting by telephone. In case email is unavailable, notice will by telephone.~~ If electronic mail is unavailable, or if any such person fails to affirm receipt by electronic mail, then notice may be accomplished by telephone call made by the City Clerk. If telephone service is unavailable, or if any such person cannot be contacted by telephone, then notice may be accomplished by written notice and personal hand delivery to any such person by the City Clerk or any City Police Officer. Each call for a special meeting shall set forth the specific and only topics of business to be discussed and transacted. The Mayor, or Mayor Pro Tem in the absence or disability of the Mayor, or properly appointed ~~replacement~~ Chair in their absence or disability, shall conduct the meeting within seventy-two (72) hours ~~of the time the notice is issued~~.

(Res. No. 34-2004-05, 7-7-05; Res. No. 42-2004-05, 7-7-05; Res. No. 62-2007-08, 3-6-08)

Section 10. - Mayor to preside; when Mayor to vote.

The Mayor shall preside at all meetings of the City Council, and he may vote upon any matter presented to the City Council. If the Mayor is absent, the Mayor Pro Tem shall preside, and may vote. If the Mayor and the Mayor Pro Tem are both absent, the City Council then in session may elect one of the City Council members present to preside. In such case, the City Attorney, without a right to vote, shall conduct the election of the City Council member to preside at that meeting.

(Res. No. 34-2004-05, 7-7-05)

Cross reference— Mayor, generally, Art. IV, § 2.

Section 11. - Quorum.

A majority of all the members of the City Council (composed of the Mayor and as many ~~aldermen~~ Councilmen as there are wards in the City, the Mayor being one of the members of the City Council) shall constitute a quorum, but a smaller number may adjourn from day to day and may compel the attendance of absentees in such manner and under such penalty as the City Council may provide.

Section 12. - Voting.

Except as otherwise provided in this Charter, or by ordinance approved by the City Council, or by general law, a majority vote of the members of the City Council present, shall decide the action of the council at that meeting~~, but the enactment, amendment or rescission of ordinances shall be by majority vote of the entire membership of the city council~~. Each ordinance or resolution passed by the City Council shall be signed by the ~~presiding officer~~ Mayor and the City Clerk. Ordinances shall not take effect until after their final passage ~~and publication in the newspaper or in pamphlet or book form unless otherwise provided in such ordinances~~ in accordance with Article ~~III~~ IV, Section 6 of this Charter.

(Pr. Acts 1969, Ch. 50, § 2)

Section 13. - Rules of procedure; powers incident to rules of procedure; minutes to be kept.

(a) The City Council may determine the rules of their proceeding, subject to this Charter, and by majority vote of the City Council may order the arrest of, and ~~punish by~~ may impose a civil fine upon, any City Council member or other person or persons guilty of disorderly or contemptuous behavior in its presence.

(b) ~~It~~ The City Council, by majority vote, shall have the power ~~and may delegate it to any committee,~~ to subpoena witnesses, and to order the production for purposes of review or inspection, and the copying thereof, of books, ~~and~~ papers, documents, and records, to include electronic documents and records, and to order that objects and things be produced for inspection, as may be found or located with the City limits and one (1) mile thereof, relating to any subject within its jurisdiction, to the fullest extent permitted by general law; and may delegate said power to any committee of the City Council, who may exercise said power by majority vote of the members of the committee; to call upon its officers or ~~the~~ policemen to execute its process, and may ~~cause to be arrested and punished by~~ order the arrest of, and may impose a civil fine upon, any person refusing to obey such subpoena or order. ~~No fine for any offense under this section shall exceed fifty dollars ($50.00).~~

(c) No fine for any offense under this section shall exceed fifty dollars ($50.00).

(d) The presiding officer of the City Council or the chairman of any committee may administer oaths to witnesses.

(e) The City Council shall keep, or cause to be kept by the City Clerk, minutes of its proceedings, to be recorded in a well bound book suitable for that purpose.

Section 14. - Sessions to be public.

All sessions of the City Council shall be public, except as may otherwise by permitted by general law for attorney-client privileged communications.

(Res. No. 37-2001-02, 1-3-02)

Section 15. - Restrictions on Councilmen.

(a) The City Council, and its' committees, shall act in all matters as a body, and no member shall seek individually to influence the official acts of the Mayor or any other officer or employee of the City, or to direct or request the appointment of any person to, or his removal from, any office or position of employment, or to interfere in any way with the performance of duties by any officer or employee. Nothing ~~herein contained~~ contained herein shall prevent the City Council or its' committees from conducting such inquiries into the operation of ~~the~~ City government and the conduct of the City's affairs as ~~it~~ as the City Council or its' committees may deem necessary. ~~The office of any councilman violating any provision of this section shall immediately become vacant upon his conviction in a court of competent jurisdiction.~~

(b) A City Council member shall not concurrently hold another publicly elected office at the city, county, state or federal levels of government.

(c) No City Council member, to include the Mayor, shall be employed by the City as an employee, but may hold office as an elected official and may receive compensation and benefits therefore as provided herein or otherwise by ordinance.

~~**Section 16. - Mayor pro tem.**~~

~~A mayor pro tem shall be elected as provided in article II, section 8 above, with duties as described therein.~~

(Drafters Note: Because this Article deals with the City Council, and not with other officers of the City, and because Article VI deals with organization and personnel, to include other officers of the City, it is suggested that the provision immediately below in Article II, Section 17 of the current Charter, pertaining to the City Clerk, should be moved to Article VI below.)

~~**Section 17. - City clerk.**~~

~~The city clerk shall be appointed by the city council.~~

~~The city clerk shall be responsible for keeping and preserving the city seal and all records of the council; attending meetings of the council and keeping a journal of its proceedings at such meetings, including the names of members present and absent, the vote of each member on each ordinance or resolution, where a roll call vote is had, the title of each ordinance or resolution, and each motion considered; preparing and certifying copies of official records in his office, for which fees may be prescribed by ordinance; and performing such other duties as may be required by the council or mayor.~~

~~The city clerk shall attest the signature of the mayor on all instruments signed in the name of the city and other official acts of the mayor. The city clerk shall have the custody of and preserve in said clerk's office the public records, original rolls and ordinances, ordinance books, all contracts, title deeds, certificates and papers, and all other records or documents not required by the Charter or by ordinance to be deposited elsewhere.~~

(Pr. Acts 1961, Ch. 249, § 9; Pr. Acts 1969, Ch. 50, § 3)

Editor's note—

The city has advised that pursuant to Ord. No. 38-1964-65, the city clerk is appointed by the city council.

Section 16. - Official city newspaper.

The City Council by resolution shall designate a newspaper of general circulation in the City as the official City newspaper.

(Drafters Note: The City Council may want to consider whether this provision is something still required given changes in technology.)

Section 17. - Compensation of Mayor ~~and aldermen, Mayor pro tem, and Councilmen~~; Councilmen other than the Mayor, and Mayor Pro Tem.

~~Beginning January 1, 1983, the salary of the mayor shall be twenty-seven thousand five hundred dollars ($27,500.00) per year and the salary of each alderman shall be six hundred dollars ($600.00) per year, said salaries to be paid in equal monthly installments. In addition, members of the council shall be reimbursed for expenses incurred in the performance of their duties. Beginning January 1, 1983, the salary of the mayor may be adjusted by ordinance by the city council, provided, however, such adjustment shall be made at the beginning of the term of office for which the mayor was elected, and such adjustment shall not be altered during such term of office. Beginning November 1, 1984, the city councilmen shall also receive such compensation as the city council may fix by ordinance for attending called council meetings and such committee meetings as are designated by ordinance.~~

~~Beginning January 1, 1985, the salary of aldermen may be adjusted by ordinance of the city council, provided however, that such adjustment shall take effect only at the beginning of a term of office for which a member is elected, and such adjustment shall not be altered during such member's term of office.~~

(Drafters Note: Below in blue strikethrough is the language and organization format used in the previous proposed revised Charter. However, it is suggested that the provisions pertaining to compensation be broken down into sub-sections for easier reading, as found below, and no substantive changes have been made.)

~~The compensation of the Mayor shall be established by ordinance by the City Council and may be adjusted by ordinance by the City Council, provided that such adjustment shall be approved before the beginning of the term of office for which the Mayor was elected, and such compensation shall not be altered during such term of office. The compensation of the Councilmen shall be established by ordinance by the City Council and may be adjusted by ordinance of the City Council, provided that such adjustment shall be approved before the beginning of the term of office for which a Councilman is elected, and such compensation shall not be altered during such Councilman's term of office. In addition to the compensation provided to Councilmen in the previous sentence, the Mayor pro tem shall receive additional compensation to be established by ordinance by the Council for the duration of his term as Mayor pro tem. Additional compensation for the Mayor pro tem may adjusted by ordinance by the City Council, provided that such adjustment shall be approved before the beginning of the term of office for which the Mayor pro tem was selected, and such additional compensation shall not be altered during such term of office.~~

~~In addition to the compensation set out hereinbefore, Councilmen, the Mayor, and the Mayor pro tem shall be reimbursed for expenses incurred in the performance of their duties.~~

(a) The compensation of the Mayor shall be established by ordinance by the City Council, and may be adjusted by ordinance by the City Council, provided that such adjustment shall be approved prior to the beginning of the term of office for which the Mayor was elected, and such compensation shall not be altered during such Mayor's term of office.

(b) The compensation of the Councilmen, other than the Mayor, shall be established by ordinance by the City Council, and may be adjusted by ordinance by the City Council, provided that such adjustment shall be approved prior to the beginning of the term of office for which a Councilman is elected, and such compensation shall not be altered during such Councilman's term of office.

(c) In addition to the compensation provided to Councilmen in the previous sub-section, the Mayor Pro Tem shall receive additional compensation for the duration of his term as Mayor Pro Tem, to be established by ordinance by the City Council, and said additional compensation for the Mayor pro tem may adjusted by ordinance by the City Council, provided that such adjustment shall be approved prior to the beginning of the term of office for which the Mayor Pro Tem was selected or elected, and such additional compensation shall not be altered during such Mayor Pro Tem's term of office as Mayor Pro Tem.

(d) In addition to the compensation set out hereinbefore, the Mayor and each Councilman, to include the Mayor Pro Tem, shall be reimbursed for expenses incurred in the performance of their duties.

(Pr. Acts 1973, Ch. 117, § 1; Pr. Acts 1981, Ch. 138, §§ 1, 2; Pr. Acts 1984, Ch. 173, § 1; Pr. Acts 1984, Ch. 222, § 1)

(Drafters Note: It is suggested that the below provision really does not add anything that is not already stated previously expressly or by implied power, and in essence states a truism, that legislative power is vested in the City Council, etc., which is obvious. This provision really seems to be mere surplusage and unnecessary, and should be deleted.)

~~**Section 18. Legislative powers generally.**~~

~~The legislative and other powers, except as otherwise provided by this Charter, are hereby delegated to and vested in the city council and the city council may, by ordinance or resolution, not inconsistent with this Charter, prescribe the manner in which all powers of the city shall be exercised, provide all means necessary or proper therefor, and do all things needful within or without the city or state to protect the rights of the city.~~

(Drafter's Note: Under the current Charter, Article III pertains to ordinances and resolutions. It was originally thought best to move this Article to a later occurring organizational / subject matter format position within the Charter, and to instead place the Charter provisions dealing with the Mayor here, renumbered as Article III, next after the provisions dealing with the City Council. This organizational / subject matter format placement and renumbering would have placed the importance of the Mayoral position, in our strong mayor private act charter form of local government, and as first among equals on the City Council, and as a center of power separate and apart from the rest of the City Council as the chief executive power, while yet also being a mere equal part of the City Council as a whole in exercising its legislative power, in what seemed its rightful place, leaving the more mundane provisions dealing with the mechanics of legislation to a later placed following article. However, doing so leaves the subject matter of the legislative process untethered from the provisions pertaining to the legislative body that has the power to enact legislation. The legislative body gets pride of place coming first in the organizational / subject matter format at Article II, after the introductory provisions pertaining to definitions and City powers in Article I. This organizational format of placing the provisions pertaining to legislative bodies and power first, to include the mechanics of the legislative process, immediately followed by provisions pertaining to the executive position and power immediately thereafter, is consistent with both the federal and state constitutional organizational / subject matter formats. Plus,

the current Charter already places the provisions pertaining to ordinances and resolutions at Article III. For these reasons, it is suggested that the City retain the current Charter's organizational / subject matter format with regard to Article III, pertaining to ordinances and resolutions and the mechanics of the legislative process, to be immediately followed by the provisions dealing with the Mayor and executive power. By doing so, we would simply be swapping places, with the provisions pertaining to the Mayor and executive power (being article III in the previous proposed revised charter) being moved to after the provisions pertaining to ordinances and resolutions and the mechanics of the legislative process (being article IV in the previous proposed revised charter). The bottom line end result is that the provisions pertaining to mechanics of the legislative process will now be article III (just as it is in the current charter) and the provisions pertaining to the Mayor will now be article IV. Under the current charter, there is no separate article dealing only with the Mayor, as those provisions are found in article IV (dealing with organization and personnel generally), section 2.)

ARTICLE III. - ORDINANCES AND RESOLUTIONS

Section 1. - Enacting style.

All ordinances shall begin "Be it ordained by the City of Clarksville."

Section 2. - City legislation.

Any action of the City Council having a regulatory or penal effect, or required to be done by ordinance under this ~~act~~ Charter, or by general law, shall be done only by ordinance. Other actions may be accomplished by resolutions ~~or motions~~, or by motions. Each ~~motion~~, resolution and ordinance shall be in written form before being introduced. Amendments of ordinances and resolutions, whether codified or not, or parts thereof, before or at the time of their introduction, shall be in written form, and shall be accomplished only by setting forth the complete section, sections, subsection, or subsections in their amended form. A code may be adopted by an ordinance which contains only a reference to its title, date of the code, and issuing organization, and the City Clerk shall file a copy of ~~the~~ any such code in his office. The City shall furnish a copy of any such code to any person for a reasonable fee in accordance with general law. ~~After adoption of a code of ordinances,~~ The City Clerk shall number ordinances consecutively in the order of their final adoption, and shall bind them into a permanent record book used solely for this purpose, and the City Clerk shall do likewise for resolutions, using a separate series of numbers and a separate record book. The original copies of all ordinances, resolutions and motions shall be filed and preserved by the city clerk. ~~An abstract of the essential provisions of each ordinance shall be published once in the official newspaper within ten (10) days after its adoption, except that only the title shall be so published of a code adopted by reference as provided in this section.~~ The original copies of all ordinances and resolutions shall be filed and preserved by the City Clerk.

Cross reference— Publication requirements, Art III, § 6.

Section 3. - Codification of ordinances.

(Drafter's Note: The requirement for conducting a "codification" or all ordinances and resolutions made sense at the time of enactment of the current charter in 1957. However, since all ordinances as described have since been codified, there is no reason to conduct a review of all previously passed

ordinances having a regulatory effect or of general application to determine what should be codified and what should not. Such a review has already been done in the now distant past, and we now have an Official Code of the City of Clarksville which already contains such ordinances. Doing another such review is unnecessary therefor, and would require literally months of work and be a monumental waste of time. Article III, Section 5 below already addresses what the effect of passage of the proposed new Charter would have on any existing ordinances, that is, there is no effect and all such ordinances remain in force, except for any that are in direct conflict with the provisions of the Charter, in which case the Charter provision trumps the offending City Code provision. It is not possible to anticipate every possible factual situation in which some previously passed ordinance or part of an ordinance (which has been codified in the City Code) may conflict with some Charter provision. For these reasons, it is suggested that any modifications or amendments to any City Code titles /chapters / sections that may become necessary, be dealt with on a case by case basis as they come up. That is essentially what the proposed solution is in any event as set forth above, ie., when any conflict is discovered, the City Council is to take action to repeal or amend the offending City Code provision that conflicts with the Charter. Therefore, the drafter suggests that this provision simply state in essence the requirement that all ordinances having a regulatory or penal effect, or which are of a permanent nature and have general application, shall be codified. It is further suggested that the details pertaining to the actual process for codification be deleted, or at least left to an ordinance, to provide flexibility, given the constant changes in technology. Finally, given the changes in Article I that would require virtually all significant legislation to be done by ordinance, there would be no need to codify any resolution, and indeed the drafter is unaware of any resolutions that have previously been codified in any event, hence the deletion of references to codifying resolutions.)

~~Within three (3) years after this act becomes effective there shall be prepared, under the direction of the mayor and with the advice of the city attorney, a codification of all ordinances and resolutions having a regulatory effect or of general application which are to be continued in force. Existing ordinances and resolutions may be revised, amended and consolidated in making the codification, which shall be then be adopted as a single ordinance to be known and cited as the "Official Code of the City of Clarksville," and thereupon all ordinances and resolutions in conflict therewith shall be repealed. The ordinance containing the code need not be published in a newspaper, either in full or in abstracted form, but a notice of its adoption shall be published once in the official city newspaper. The code shall be reproduced in loose-leaf form and shall be made available to any person desiring a copy, for which a reasonable fee may be charged. An additional annual fee may be charged for furnishing revisions currently. After adoption of the code each ordinance shall be adopted as a numbered section or sections of the code, as amending existing sections or adding new sections. Such new ordinances shall be integrated into the code, and at least once a month new pages shall be reproduced to replace existing pages (with instructions to destroy existing pages) or to be added to the code, and shall be distributed to city officers and employees having copies of the code and to other persons who have paid the annual fee for current revisions. Notes shall be inserted at the end of amended or new sections, referring to the dates and numbers of ordinances making the amendments or adding the new sections, and such references shall be cumulative if a section is amended more than once in order that the current copy of the code will contain references to all ordinances passed since the adoption of the original code.~~

~~Within six months after this amended Charter becomes effective there shall be prepared, under the direction of the Mayor and with the advice of the City Attorney, a codification of all ordinances and~~

~~resolutions having a regulatory effect or of general application. All existing ordinances and resolutions in conflict with this codification will be repealed with the adoption of this codification. A notice of the adoption of this codification shall be published in accordance with Tennessee Code Annotated § 6-54-508 and § 6-54-509.~~ All ordinances having a regulatory or penal effect, or of a permanent nature and having general application, as may be determined by the City Attorney, or which are required to be codified by general law, shall be codified and made a part of the Official Code of the City of Clarksville. The Official Code of the City of Clarksville shall be kept and maintained in electronic format on the official Internet website of the City of Clarksville, where it will be accessible and printable by the general public for no charge. The Official Code of the City of Clarksville shall also be kept and maintained in loose-leaf form by the City Clerk, and shall be made available to any person desiring a copy for which a reasonable fee may be charged in accordance with general law. Any conflict between the loose-leaf form of the Official Code of the City of Clarksville and the electronic form maintained on the City of Clarksville's website shall be resolved in favor of the loose-leaf form. ~~After adoption of the Official Code of the City of Clarksville,~~ Each new ordinance enacted by the City ~~of Clarksville~~ shall be adopted as a newly numbered title, chapter, or section ~~or sections of the Official Code of the City of Clarksville~~, or as an amendment~~s~~ to an existing title, chapter, or section~~s~~ ~~of the Official Code of the City of Clarksville as new sections of the Official Code of the City of Clarksville~~, or as repealing an existing title, chapter, or section~~s~~ ~~(or portions thereof)~~, of the Official Code of the City of Clarksville. ~~Such new ordinances shall be integrated into the Official Code of the City of Clarksville, and at least every six months new pages shall be reproduced to replace existing pages (with instructions to destroy existing pages being replaced) or to be added to the Official Code of the City of Clarksville, and shall be distributed to City officers and employees having copies of the Official Code of the City of Clarksville~~. The City Clerk, in coordination with the City Attorney, shall cause said ordinances to be codified and integrated with the existing Official Code of the City of Clarksville, and may contract with a private codification services firm for such purposes, within appropriated funds. Notes shall be inserted at the end of amended or new titles, chapters, or sections, referring to the dates and numbers of ordinances making the amendments or adding the new titles, chapters, or sections, and such references shall be cumulative if a title, chapter, or section is amended more than once in order that the current copy of the Official Code of the City of Clarksville will contain references to all ordinances previously passed related thereto since the adoption of the original Official Code of the City of Clarksville.

Section 4. - Ordinances to establish rules and regulations.

The City Council may by ordinance or resolution authorize ~~officers and~~ agencies of the City to promulgate formal ~~rules and~~ regulations or rules within their respective jurisdictions, subject to such restrictions and standards of guidance as the City Council may prescribe. No such formal ~~rule or~~ regulations or rules shall take effect until ~~it is~~ filed with the City Clerk, who shall ~~file and~~ preserve ~~the original copy~~ and maintain same in his office. Such ~~rules and~~ regulations and rules shall be included as a separate ~~section~~ part of the Official Code of the City of Clarksville as an appendix or as separate appendices ~~and shall be reproduced and distributed in loose-leaf form as required by section 3 above~~. Amendments of such ~~rules and~~ regulations and rules shall be accomplished only by setting forth complete sections or subsections in their amended form.

Section 5. - Effect on prior ordinances and resolutions.

All ordinances and resolutions in force at the time of the taking effect of this Charter, passed under authority of prior Charters, shall remain in full force and effect until amended or repealed, except where they are in conflict with the provisions of this ~~act~~ ~~amended~~ Charter.

Section 6. - Effective date of ordinances, resolutions, and franchises.

(a) Ordinances shall be passed on two (2) readings on two (2) separate days in open session of the City Council before ~~it [sic]~~ they shall become effective, ~~but on the second reading,~~ and for each reading, a reading of the title of the ordinance shall suffice together with such explanation as might be called for by the Mayor or any member of the City Council. Any ordinance may be amended on second reading after being passed on first reading, provided the amendment is sufficiently explained ~~and the amendment itself is read~~.

(b) All ordinances and resolutions shall take effect from and after their final passage ~~and publication in a newspaper or pamphlet form,~~ unless otherwise provided therein.

~~(c) Unless otherwise specified, resolutions shall become effective when adopted.~~

(c) Ordinances making a grant, renewal, or extension of a franchise, or regulating the rate to be charged by any public utility for its services, except for rate changes required by general law or by contract between the City and any state or federal governmental agency, to include the Tennessee Valley Authority or any successor agency, shall be passed on ~~three (3)~~ two (2) readings on ~~three (3)~~ two (2) separate days, and shall not take effect until thirty (30) days after ~~the~~ final passage. Notwithstanding the forgoing, any City utility supervisory board established by the City Council by ordinance pursuant to Article VIII, Section 1 ~~herein~~ of this Charter, may establish rates to be charged by that utility for its services, as may be permitted by general law, to such extent and in such manner as the City Council may by ordinance determine.

(d) All ordinances and resolutions shall be signed by the Mayor ~~or mayor pro tem or, after~~ before the expiration of two (2) whole days, Sunday excluded, following the final reading of such ordinance or resolution~~,~~, ~~by the acting mayor pro tem~~ and by the City Clerk ~~or person acting in his place as such, and all ordinances shall be published at least once in a newspaper published in the City of Clarksville, or in pamphlet or book form~~. All ordinances not signed by the Mayor, or City Clerk, before the expiration of two (2) whole days, Sunday excluded, shall be treated as if they have been signed by the Mayor and City Clerk within the time allotted above, unless the Mayor exercises his veto power~~s~~ as set forth in Article ~~III~~ IV, ~~sub~~section (j) of this Charter.

(Pr. Acts 1969, Ch. 50, § 4)

Cross reference— See also the publication requirements in Art III, § 2.

Section 7. - Ordinances to have effect beyond City limits.

All ordinances now in force and hereafter enacted, of a moral, criminal, quasicriminal, sanitary or penal nature shall apply to any and all surrounding territory within one mile beyond ~~said~~ ~~corporate~~d the City limits, as well as within the corporate limits ~~as set forth in section 3, article I, above~~.

Cross reference— Powers in extraterritorial jurisdiction, Art. I, § 5(b).

ARTICLE IV: MAYOR; POWER AND DUTIES GENERALLY.

~~Section 2. - Mayor; duties and powers generally.~~

(Drafter's Note: In the current Charter, for some unexplained reason, only some of the paragraphs pertaining to the Mayor have an alpha / numeric identifier. This is common to other parts of the current Charter as well. In the previous proposed revised Charter, each paragraph was given an alpha / numeric identifier, and the language from some of the paragraphs of the current Charter was broken down into separate paragraphs for ease in reading. That usage has been continued here.)

(a) The Mayor shall be the executive head of the City government, responsible for the efficient and orderly administration of the City's affairs.

(b) The Mayor shall preside at all meetings of the City Council, and perform such other duties consistent with his office as may be imposed by the City Council, and he shall have a seat, a voice, and the right to vote. ~~He shall sign all checks or orders on treasurer, and shall sign the minutes of the city council and all ordinances upon their final passage, and shall execute all deeds, bonds and contracts made in the name of the city, and his signature shall be attested by the city clerk or by the person acting for the city clerk and so designated by the city council.~~ (Drafter's Note: The provisions in the immediately preceding sentence have been moved and are set forth below as separate paragraphs.) ~~He~~ The Mayor may introduce ordinances and resolutions ~~in~~ for action by the City Council.

(c) The Mayor shall sign all checks or orders on the ~~Treasurer~~ treasury.

(d) The Mayor shall sign the minutes of the City Council, and all ordinances and resolutions upon their final passage.

(e) The Mayor, or his duly authorized designee, shall execute all deeds, bonds and contracts made in the name of the City, and his signature, or that of his duly authorized designee, shall be attested by the City Clerk ~~or by the person acting for the City Clerk and so designated by the City Council~~.

~~(1) *To perform acts required by ordinance; to appoint committees; to administer oaths.*~~

(f) The Mayor shall have the power, and it is hereby made his duty, to perform all acts that may be required of him by any ordinance or resolution duty enacted by the City Council not in conflict with any of the provisions of this Charter.

(g) ~~He~~ The Mayor shall have the power to appoint all standing committees as he may deem necessary. He shall have the right to change the committee members as he may deem advisable.

(h) The Mayor shall have authority to administer oaths and affirmations, and to take depositions in the same way and for the same purposes ~~and for the same fees~~ and under the same laws, as ~~justices of the peace~~ permitted by law.

~~(2) *Receiving of process.* A legal process against the city shall be served upon the mayor or the city clerk, and it shall be their duty forthwith to transmit the process to the city attorney after writing thereon the time and manner of service.~~

~~(3) *Veto power; overriding of veto.*~~

(i) The Mayor shall have the right to veto, within two (2) whole days, Sundays excluded, any ordinance passed by the City Council. He shall enter, or cause to be entered by the City Clerk, his

reasons for such veto on the minutes of the proceedings. The veto of the Mayor shall render null and void such ordinance unless the City Council shall override the veto at the next regular or special called meeting of the City Council~~,~~ by majority vote of the full membership of the City Council, plus one, excluding the Mayor, who may not vote on a veto override vote~~, reenact or re-pass such ordinance at its next regular meeting~~.

(Drafter's Note: The provisions below pertaining to City Court and the City Court Judge have been placed here into a stand-alone Article V. This is the same placement as in the previous proposed revised Charter. In the current Charter, the provisions pertaining to City Court and the City Court Judge are found at Article IV (dealing with "Organization and Personnel"), Sections 4, 4.1, 4.2, 4.3, 4.4 and 4.5. The Charter Revision Task Force and previous City Councils, your drafter and City Attorney, have thought it best to give the City Court and the City Court Judge a more prominent position within the organizational / subject / topical formatting of the Charter by creating a separate stand-alone article in the Charter dealing only with the City Court and City Court Judge. The formal tri-partite separation of powers structure common to both our federal and state constitutions is not legally required for local government organizational structure. Indeed, the City Court is not, technically speaking, what is known as and commonly referred to by legal scholars under the federal United States Constitution as an "Article III" court that is a co-equal branch of government. Unlike the U.S. Supreme Court, and the lower federal courts, and unlike the Tennessee Supreme Court, and the lower *state* courts, which are in fact co-equal branches of government who reign supreme within their judiciary functions, and are a distinct and separate center of power within the constitutional structure from both the legislative and executive branchs, the City Court is actually what is known as a "corporate court" because it is part of a "municipal corporation" (the City), and its functions, powers, and duties may be established, modified, or circumscribed by the legislative body, and may even be abolished altogether, to the extent not inconsistent with state law of general application, *and the City's Charter*. Since the City Court and the City Court Judge position is established in our current Charter, and will be retained in the proposed revised Charter, it is thought best to treat it with the respect and dignity called for by the rule of law.)

ARTICLE V: CITY COURT.

~~Section 4. City court.~~

Section 1. City Court Established; Jurisdiction; Powers Generally.

A City Court, presided over by a City Court Judge on a full or part time basis as may be prescribed by ordinance, is hereby established, which shall have original jurisdiction over violations of ~~this act and~~ ordinances of the City, except as may otherwise be provided by this Charter, or City ordinances, or general law, and shall have such other jurisdiction as is conferred by ~~the~~ general law~~s of the state~~.

~~(1)~~ (a) *Authority to execute process; administer oaths, etc.* The City Judge may send ~~the~~ City police officers into any part of Montgomery County, Tennessee, to execute process, which said police officers are hereby authorized and empowered to execute and return, ~~according to the~~ in accordance with ~~the~~ general law ~~of the state~~. The City Judge shall have authority to administer oaths and affirmations.

~~Whenever any person is arrested for the violation of any city ordinance in the presence of a police officer and no warrant has been issued or served, he may execute an appearance bond in an amount of not less than five dollars ($5.00) nor exceeding fifty dollars ($50.00), and file same with police desk sergeant, or he may, in lieu of the execution of an appearance bond, deposit a sum of not less than five dollars ($5.00) nor exceeding fifty dollars ($50.00), with a police desk sergeant and be given a receipt for same, and on the appearance of such person before the city court at the time specified in said receipt such deposit shall be returned to him, but on the failure of such person to appear at the time specified the amount so deposited shall be forfeited to the municipality and he shall not be entitled to the return of any part thereof and it shall not be necessary to issue a scire facias; provided, however, that within two (2) days of the imposition of the forfeiture the city judge shall have the power to set aside the conditional judgment imposing such forfeiture when it shall be made to appear that the failure of the accused to appear and defend his suit was due to no fault or negligence of the accused. After the expiration of the two (2) days, there may be a final judgment imposing a forfeiture.~~

~~(2)~~ (b) *Authority of judge to impose fines~~, and commit offenders to workhouses~~; limitations on fines~~; authority to remit fines~~; contempt power; enforcement*. The City Judge shall have power and authority to impose civil fines, costs and forfeitures, ~~and to punish by fine~~ for all violations of ~~the~~ City ordinances, in amounts as may be determined by ordinance of the City Council and general law; to preserve and enforce order in his court through exercise of the contempt power, and to enforce the collection of all such fines, costs and forfeitures imposed by him as permitted by law, and in default of payment thereof, ~~or good and sufficient security given for the payment of such fines, costs and forfeitures imposed by him, he shall have the power and it shall be his duty to commit the offender to the city workhouse or other places provided for such purposes, to do such labor as may be provided for such purposes, to do such labor as may be provided by ordinance until such fine, costs or forfeitures shall be fully paid, at the rate of one day's imprisonment for each two dollars ($2.00) of such fine, costs, or forfeitures; provided that no fine shall exceed fifty dollars ($50.00),~~ to pursue collection of same through the City ~~Finance Department~~ Department of Finance and the City Attorney. ~~and~~ All fines may be paid ~~in such installments and~~ in such manner as may be provided by ordinance.

~~The city judge, with the approval of the mayor, may remit, with or without conditions, fines and costs imposed for the violation of any ordinance or Charter provision of the city, or any part of the same.~~

~~(3)~~ (c) *One ~~warrant~~ citation for ~~same~~ each offense*. ~~Only~~ One ~~warrant~~ citation shall be issued for ~~the same~~ each separate offense or violation, ~~such warrant to embrace all the parties charged with the same offense~~ and separate parties shall be issued separate citations.

~~(4)~~ (d) *Fines generally*. All fines imposed, and all costs assessed, by the City Judge for the violation of ~~the~~ any City ordinance~~s~~ shall belong to the City, except as may otherwise be provided by general law, and shall be received and collected by the ~~chief of police of the city, to be reported by him in his monthly reports and paid over to the city treasurer, and all labor performed in the execution of workhouse sentences for the violation of ordinances shall be performed for the city~~ ~~finance department of the City~~ City Department of Finance. The individual fined shall bear all of the costs associated with the collection of all fines and court costs.

~~(5)~~ (e) *No fees to arresting officers; ~~Judge to certify to chief of police the~~ finance department responsible for collection of all fines and costs*. The City Judge shall allow no fees to any arresting officer. ~~and he shall certify to the chief of police~~ The City ~~Finance Department~~ Department of Finance shall be ~~responsible~~ have the duty to ~~for~~ collect~~ion of~~ all fines, costs and forfeitures, imposed or assessed by ~~him~~ the City Court for ~~offenses against the laws and~~ the violation of any City ordinance~~s of the city~~.

~~(6)~~ (f) *Court dockets*. The ~~City Judge~~ ~~City Court Clerk~~ City Court Judge shall keep, or cause to be kept, with assistance of the City Court Clerk, the City Court dockets embodying complete detailed records of all cases tried and determined in ~~his~~ City Court, including all financial transactions and affairs of the Court, in accordance with ~~the~~ general law.

~~(7)~~ (g) *When Judge unable to hold court*. When the City Court Judge fails to attend, or if in attendance, cannot properly preside in a cause pending in the City Court, or from any cause is unable to hold ~~the~~ court, the Mayor, or in his absence the Mayor Pro Tem, shall appoint some competent ~~lawyer~~ attorney ~~or judge of the Montgomery County general sessions court of justice of the peace for Montgomery County,~~ to attend and hold ~~the~~ court for the occasion, and continue to do so until the City Court Judge resumes the duties of his office. The compensation of an acting City Court Judge shall be fixed by ordinance.

(Pr. Acts 1961, Ch. 249, § 5(b), 10)

Section ~~4.1~~ 2. - Election of City Judge; term of office.

~~The city judge of the City of Clarksville shall be hereafter elected by the qualified voters of the City of Clarksville, at an election to be held by the election commissioners of Montgomery County, Tennessee, or such other person or persons as may be authorized to hold state and county elections, at the voting places in the City of Clarksville, at the next regular election of the mayor and aldermen of said city, to be held on the first Tuesday in December 1960, and on the same day every four (4) years thereafter, who shall hold office for a term of four (4) years beginning January 1st following such election and until his successor is elected and qualified.~~

(a) The City Court Judge of the City of Clarksville shall be elected by the qualified voters of the City of Clarksville, at an election to be held by the Montgomery County Election Commission, or such other person or persons as may be authorized to hold state and county elections, at the voting places in the City, at the regular election to be held on the first Tuesday after the first Monday in November, or such other date as established by the Montgomery County Election Commission, and on the same day every four (4) years thereafter, who shall hold office for a term of four (4) years beginning January 1st following such election and until his qualified successor is elected and ~~and~~ takes office. The candidate receiving the highest number of votes for City Court Judge who is otherwise qualified as provided herein shall be duly elected, subject to an election contest as provided by general law.

(b) At the election occurring on the first Tuesday in November, 2016, there shall be elected by the qualified voters of the entire City a City Court Judge elected for a term of four (4) years beginning the following January 1st and until his qualified successor is elected and ~~and~~ takes office.

(c) No City Court Judge ~~is allowed to~~ shall serve more than three (3) consecutive terms in that capacity, each of such terms to include parts thereof which could result from appointment to that position or election for less than a full term. "Consecutive terms" shall mean~~s~~ terms which are served without interruption; any City Court Judge who has served three (3) consecutive terms may, after not serving in that capacity for at least one full term, seek the office and serve again.

(d) The provisions of this section shall apply to those persons serving terms beginning January 1, 2017, and all subsequent terms.

(e) Nothing herein shall be deemed to shorten or enlarge any term of a sitting City Court Judge at the time of the effective date of this amended Charter.

(Pr. Acts 1959, Ch. 84, § 1)

Section ~~4.2~~ 3. - Qualifications of City Judge.

The ~~Judge of said~~ City Court Judge shall be at least thirty (30) years of age upon taking office, and ~~a person~~ ~~learned in the law by practice and profession, and of good moral character, and shall have been for two (2) years before his election a bona fide resident and voter in the County of Montgomery and~~ shall be licensed to practice law in ~~good standing with~~ the State of Tennessee, and whose license shall be in good standing, and any candidate for City Court Judge shall be a bona fide resident of the City of Clarksville ~~at the time of~~ for one (1) year prior to ~~on~~ the date of qualification for his election.

(Pr. Acts 1959, Ch. 84, § 2)

~~**Section 4.3. - Election of interim city judge.**~~

~~Following the passage of this act there shall be elected by the mayor and aldermen of the City of Clarksville a judge of the city court of said city, who shall hold office until the next regular election as provided in section 4.1 hereof.~~

(Pr. Acts 1959, Ch. 84, § 3)

(Drafter's Note: The below section pertaining to the jurisdiction of the City Court is unnecessary and redundant, and should be deleted, since the jurisdiction of the City Court is already addressed in Article V, Section 1 above. Further, the statement is not entirely accurate, because while it is true that the City Court has *original* jurisdiction over many ordinance violations, several City boards also have their own authority to hear ordinance violation cases *originally*. Further, the City Court does not have *exclusive* jurisdiction over all ordinance violations, as the Montgomery County Circuit Court also has *de novo* jurisdiction to hear appeals from City Court, and from decisions of the Beer Board pertaining to beer code violations.)

~~**Section 4.4. - Jurisdiction of city court.**~~

~~The city court shall have original and exclusive jurisdiction of all violations of the ordinances of the city.~~

(Pr. Acts 1959, Ch. 84, § 4)

Section ~~4.5~~ ~~5~~ 4. - Salary of City Court Judge.

The ~~salary~~ compensation of the City Court Judge shall be ~~fixed~~ established by ordinance ~~of by~~ by the City Council, and payable in equal monthly installments, and may be adjusted by ordinance by the City Council, provided that such adjustment shall be approved ~~before~~ prior to the beginning of the term of office for which the City Judge is elected, and such compensation shall not be altered during such term of office.

(Pr. Acts 1959, Ch. 84, § 5; Pr. Acts 1967, Ch. 135, § 1; Pr. Acts 1976, Ch. 236, § 1; Pr. Acts 1986, Ch. 176, § 1)

~~Section 6.~~ Section 5. - City Court Clerk.

There is hereby established an office of City Court Clerk. The City Court Clerk shall be selected in the manner as shall be determined by ordinance ~~enacted~~ by the City Council. The City Court Clerk shall discharge those duties mandated by ordinance by the City Council and general law~~, and as may be provided by ordinance of the City Council~~.

~~ARTICLE IV.~~ ARTICLE VI. - ORGANIZATION AND PERSONNEL

FOOTNOTE(S):

--- (**4**) ---

Cross reference— Duties of the city clerk, Art II, § 17

Section 1. - Organization.

~~The city government shall be organized into a department of general government, department of finance, police department, fire department, and department of public works, unless and until otherwise provided by ordinance.~~

The executive and administrative functions of City government shall be organized into departments, with a Police Department, Fire Department, Finance Department, Legal Department, Human Resources Department, and such other departments as may be established by ordinance by the City Council. The Mayor shall select and appoint a Department Head to manage and supervise each department, except as may otherwise be provided for herein. The Mayor, subject to City Council approval by ordinance, may disband, abolish, consolidate or otherwise reorganize one or more existing departments as determined by him to be necessary and efficient for the carrying on of City business. Department Heads shall be under the direct supervision of the Mayor, and shall report to the Mayor and City Council as they require.

(Drafter's Note: The provisions below pertaining to the Mayor have been placed into a stand-alone article, which was article III under the previous proposed revised charter, but which has now been placed at article IV above for the reasons stated above in the drafter's note.)

~~**Section 2. - Mayor; duties and powers generally.**~~

~~The mayor shall be the executive head of the city government, responsible for the efficient and orderly administration of the city's affairs.~~

~~The mayor shall preside at all meetings of the city council, and perform such other duties consistent with his office as may be imposed by the city council, and he shall have a seat, a voice and the right to vote. He shall sign all checks or orders on treasurer, and shall sign the minutes of the city council and all ordinances upon their final passage, and shall execute all deeds, bonds and contracts made in the name of the city, and his signature shall be attested by the city clerk or by the person acting for the city clerk and so designated by the city council. He may introduce ordinances and resolutions in the city council.~~

~~(1) *To perform acts required by ordinance; to appoint committees; to administer oaths.* The mayor shall have power and it is hereby made his duty to perform all acts that may be required of him by any ordinance or resolution duty enacted by the city council not in conflict with any of the provisions of this Charter.~~

~~He shall have power to appoint all standing committees as he may deem necessary.~~

~~He shall have the right to change the committee members as he may deem advisable.~~

~~The mayor shall have authority to administer oaths and affirmations, and to take depositions in the same way and for the same purposes and for the same fees and under the same laws, as justices of the peace.~~

~~(2) *Receiving of process.* A legal process against the city shall be served upon the mayor or the city clerk, and it shall be their duty forthwith to transmit the process to the city attorney after writing thereon the time and manner of service.~~

~~(3) *Veto power; overriding of veto.* The mayor shall have the right to veto, within two (2) whole days, Sundays excluded, any ordinance passed by the city council. He shall enter his reasons for such veto on the minutes of the proceedings. The veto of the mayor shall render null and void such ordinance unless the city council shall, by majority vote, reenact or re-pass such ordinance at its next regular meeting.~~

Cross reference— Duties of mayor relative to city council, Art II, § 10.

Section ~~17~~ 2. - City Clerk.

(a) The City Clerk shall be appointed by the City Council.
(b) The City Clerk shall be responsible for keeping and preserving the City seal and all records of the City Council; attending meetings of the City Council and keeping a journal of its proceedings at such meetings, including the names of members present and absent, the vote of each member on each ordinance or resolution, where a roll call vote is had, the title of each ordinance or resolution, and each motion considered; preparing and certifying copies of official records in his office, for which fees may be prescribed by ordinance in accordance with general law; and performing such other duties as may be required by the City Council or Mayor.

(c) The City Clerk shall attest the signature of the Mayor on all instruments signed in the name of the City ~~and other official acts of the mayor~~. ~~The city clerk shall have the custody of and preserve in said clerk's office the public records, original rolls and ordinances, ordinance books, all contracts, title deeds, certificates and papers, and all other records or documents not required by the Charter or by ordinance to be deposited elsewhere.~~

(Drafter's Note: The last sentence above was simply moved to a new subsection (d) immediately below for ease of reading in the previous proposed revised Charter and no changes have been made to that sentence from the current Charter, other than the capitalization of City Clerk and the deletion and additions in blue.)

(d) The City Clerk shall have ~~the~~ custody of and shall preserve in said clerk's office the public records, original rolls and ordinances, ordinance books, all contracts, title deeds, certificates and papers, and all other records or documents not required by the Charter or by ordinance to be deposited elsewhere.

(Pr. Acts 1961, Ch. 249, § 9; Pr. Acts 1969, Ch. 50, § 3)

Editor's note—

The city has advised that pursuant to Ord. No. 38-1964-65, the city clerk is appointed by the city council.

~~Section 3. City attorney.~~ ~~Section 2. City Attorney; Director of Finance and Revenue (Chief Financial Officer); Director of Internal Audit~~ Section 3. City Attorney.

~~(1)~~ (a) The City Attorney shall be an attorney-at-law ~~entitled~~ licensed ~~to practice~~ in the ~~courts of the~~ State of Tennessee, shall be appointed by the City Council, and shall receive such compensation as the City Council may determine.

~~(2)~~ (b) The City Attorney shall direct the management, under the supervision of the City Council, of all litigation in which the City is a party, including the function of prosecuting attorney in the City Court when ~~it is~~ necessary~~;~~. He shall represent the City in all legal matters and proceedings in which the City is a party or interested, or in which any of its officers are officially interested; attend all meetings of the City Council, advise the City Council, its members and committees, and the heads of all departments, and all City boards, authorities, and commissions, as to all legal questions affecting the City's interest, and shall approve as to form all contracts, deeds, bonds, ordinances, resolutions and other documents to be signed in the name of or made by or with the City. Except as otherwise directed by this Charter or by ordinance, he shall have full charge of all legal proceedings in which the City ~~as~~ is a party.

(Pr. Acts 1965, Ch. 158, § 4)

(Drafter's Note: The provisions below pertaining to City Court and the City Court Judge have been placed into a stand-alone article IV above for the reasons stated above in the drafter's note.)

~~Section 4. City court.~~

~~A city court, presided over by a city judge on a full or part time basis as may be prescribed by ordinance, is hereby established, which shall have jurisdiction over violations of this act and ordinances of the city, and such other jurisdiction as is conferred by the general laws of the state.~~

~~(1) *Authority to execute process; administer oaths, etc.* The city judge may send the police officers into any part of Montgomery County to execute process, which said police officers are hereby authorized and empowered to execute and return, according to the law of the state. The city judge shall have authority to administer oaths and affirmations.~~

~~Whenever any person is arrested for the violation of any city ordinance in the presence of a police officer and no warrant has been issued or served, he may execute an appearance bond in an amount of not less than five dollars ($5.00) nor exceeding fifty dollars ($50.00), and file same with police desk sergeant, or he may, in lieu of the execution of an appearance bond, deposit a sum of not less than five dollars ($5.00) nor exceeding fifty dollars ($50.00), with a police desk sergeant and be given a receipt for same, and on the appearance of such person before the city court at the time specified in said receipt such deposit shall be returned to him, but on the failure of such person to appear at the time specified the amount so deposited shall be forfeited to the municipality and he shall not be entitled to the return of any part thereof and it shall not be necessary to issue a scire facias; provided, however, that within two (2) days of the imposition of the forfeiture the city judge shall have the power to set aside the conditional judgment imposing such forfeiture when it shall be made to appear that the failure of the accused to appear and defend his suit was due to no fault or negligence of the accused. After the expiration of the two (2) days, there may be a final judgment imposing a forfeiture.~~

~~(2) *Authority of judge to impose fines, and commit offenders to workhouses; limitations on fines; authority to remit fines.* The city judge shall have power and authority to impose fines, costs and forfeitures, and to punish by fine all violations of the city ordinances; to preserve and enforce order in his court, and to enforce the collection of all such fines, costs and forfeitures imposed by him and in default of payment, or good and sufficient security given for the payment of such fines, costs and forfeitures imposed by him, he shall have the power and it shall be his duty to commit the offender to the city workhouse or other places provided for such purposes, to do such labor as may be provided for such purposes, to do such labor as may be provided by ordinance until such fine, costs or forfeitures shall be fully paid, at the rate of one day's imprisonment for each two dollars ($2.00) of such fine, costs, or forfeitures; provided that no fine shall exceed fifty dollars ($50.00), and all fines may be paid in such installments and in such manner as may be provided by ordinance.~~

~~The city judge, with the approval of the mayor, may remit, with or without conditions, fines and costs imposed for the violation of any ordinance or Charter provision of the city, or any part of the same.~~

~~(3) *One warrant for same offense.* Only one warrant shall be issued for the same offense, such warrant to embrace all the parties charged with the same offense.~~

~~(4) *Fines generally.* All fines imposed by the city judge for the violation of the city ordinances shall belong to the city and shall be collected by the chief of police of the city, to be reported by him in his monthly reports and paid over to the city treasurer, and all labor performed in the execution of workhouse sentences for the violation of ordinances shall be performed for the city.~~

~~(5) *No fees to arresting officers; judge to certify to chief of police for collection of all fines.* The city judge shall allow no fees to any arresting officer and he shall certify to the chief of police for collection of all fines, costs and forfeitures, imposed by him for offenses against the laws and ordinances of the city.~~

~~(6) *Court dockets.* The city judge shall keep or cause to be kept the city court dockets embodying complete detailed records of all cases tried and determined in his court.~~

~~(7) *When judge unable to hold court.* When the city judge fails to attend, or if in attendance, cannot properly preside in a cause pending in the city court or from any cause is unable to hold the court, the mayor, or in his absence the mayor pro tem, shall appoint some competent lawyer or judge of the Montgomery County general sessions court of justice of the peace for Montgomery County, to attend and hold the court for the occasion and continue to do so until the city judge resumes the duties of his office. The compensation of an acting city judge shall be fixed by ordinance.~~

~~(Pr. Acts 1961, Ch. 249, § 5(b), 10)~~

~~Section 4.1. - Election of city judge; term of office.~~

~~The city judge of the City of Clarksville shall be hereafter elected by the qualified voters of the City of Clarksville, at an election to be held by the election commissioners of Montgomery County, Tennessee, or such other person or persons as may be authorized to hold state and county elections, at the voting places in the City of Clarksville, at the next regular election of the mayor and aldermen of said city, to be held on the first Tuesday in December 1960, and on the same day every four (4) years thereafter, who shall hold office for a term of four (4) years beginning January 1st following such election and until his successor is elected and qualified.~~

~~(Pr. Acts 1959, Ch. 84, § 1)~~

~~Section 4.2. - Qualifications of city judge.~~

~~The judge of said city court shall be at least thirty (30) years of age and a person learned in the law by practice and profession, and of good moral character, and shall have been for two (2) years before his election a bona fide resident and voter in the County of Montgomery and a bona fide resident of the City of Clarksville at the time of his election.~~

~~(Pr. Acts 1959, Ch. 84, § 2)~~

~~Section 4.3. - Election of interim city judge.~~

~~Following the passage of this act there shall be elected by the mayor and aldermen of the City of Clarksville a judge of the city court of said city, who shall hold office until the next regular election as provided in section 4.1 hereof.~~

~~(Pr. Acts 1959, Ch. 84, § 3)~~

~~Section 4.4. - Jurisdiction of city court.~~

~~The city court shall have original and exclusive jurisdiction of all violations of the ordinances of the city.~~

~~(Pr. Acts 1959, Ch. 84, § 4)~~

~~**Section 4.5. - Salary of city court judge.**~~

~~The salary of the city court judge shall be fixed by the city council and payable in equal monthly installments.~~

~~(Pr. Acts 1959, Ch. 84, § 5; Pr. Acts 1967, Ch. 135, § 1; Pr. Acts 1976, Ch. 236, § 1; Pr. Acts 1986, Ch. 176, § 1)~~

~~**Section 5. - Commissioner of finance and revenue. (b)**~~ **Section 4. Director of Finance and Revenue (Chief Financial Officer).**

~~The commissioner of finance shall be appointed by the city council and shall have such powers and duties as enumerated in this Charter.~~

~~The commissioner of finance and revenue shall have charge of the financial affairs of the city, except those delegated by the council to some board or to some other official, the collection of funds due the city and disbursement thereof, and shall sign all checks or orders on the treasure [treasurer]. He shall require proper fiscal accounts, records and reports to be made to his office by the heads of the several departments, officers and employees of the city. He shall at least monthly, and oftener if the council or the mayor deems it advisable, require settlement from the officers or employees charged with the collection of any revenue of the city. He shall approve or disapprove for payment all bills and accounts which are to be paid from funds under his supervision and perform such other duties as the city council may by ordinance require. The commissioner of finance and revenue shall, before entering his duties, enter into bond, to be approved by the city council, payable to the City of Clarksville and its successors, in a sum to be fixed by the city council, which shall not be less than one hundred thousand dollars ($100,000.00), conditioned for the faithful performance of his duties and for regular monthly settlements with the treasurer, and to faithfully account for and pay over all moneys by him collected or that shall come into his hands.~~

~~The commissioner of finance and revenue shall have authority to administer oaths and affirmations and to take depositions in the same way and for same purposes, and for the same fees and under the same laws as justices of the peace, and shall have the power to accept service of process, and he shall be present at all meetings of the city council. He shall have custody of and preserve in his office all official indemnity or security bonds (except his own bond which shall be in the custody of the mayor) and all other oaths, bonds, and affirmations, not required by this Charter or by ordinance to be deposited elsewhere. He shall provide, and when required by any officer or person, certify copies of records, papers, and documents in his office and charge therefor, for the use of the city, such fees as may be prescribed by ordinance, and have copies of ordinance printed as may be directed by the city council.~~

~~Except as otherwise directed by the city council, he shall have custody of all records, papers and vouchers relating to the fiscal affairs of the city and the records in his office shall show the financial operation and conditions of the property, assets, claims and liabilities of the city, all expenditures authorized and all contracts in which the city is interested. He shall make a yearly report showing in full detail the financial condition of the city, which shall be published in pamphlet form in the manner required by the city council for distribution. He shall cause an efficient system of accounting to be installed and maintained and shall perform such other duties as may be required by the city council.~~

The Director of Finance and Revenue (Chief Financial Officer) shall be the City Treasurer, and shall be appointed by the City Council, and shall have full charge of the financial affairs of the City, except those duties that may be delegated by the City Council to some board, official, or other employee, and

shall sign all checks or orders on the Treasury, and he shall have such other powers and duties as are enumerated in this Charter or by ordinance.

(Pr. Acts 1965, Ch. 158, § 4; Pr. Acts 1969, Ch. 50, § 5)

~~**Section 6. - City engineer (commissioner of public works).**~~

~~(1) The city engineer (commissioner of public works) shall be appointed by the city council and shall have such authority and be chargeable with such duties in regard to the following and other business and affairs of the city as the city council may from time to time determine by ordinance or resolution.~~

~~(a) Construction, improvement, repair and maintenance of streets, sidewalks, alleys, lanes, bridges, viaducts, wharves and any other public ways, sewers, ditches, streams and waterworks, and of all public buildings, except school buildings and school property, of boulevards, squares and other public places and grounds belonging to the city or dedicated to the public use.~~

~~(b) Management of the waterworks plant, water mains, and natural gas distribution system.~~

~~(c) Charge of making and the preservation of all surveys, plans, drawings and estimates of public works, the cleaning, sprinkling of the streets and public places, and the preservation of contracts, papers, drawings, tools and appliances and building belonging to the city and placed under its supervision.~~

~~(d) The inspection and approving of the laying out of subdivisions in the city and within five (5) miles beyond the corporate boundaries.~~

~~(2) Duties, powers, authority to be changed by resolution. The city council may by resolution transfer and distribute to other officials and employees of the city any part or all of the duties, powers and authority imposed upon and vested in the city engineer (commissioner of public works), and city council may from time to time, by resolution, fix the power, authority and duties to be vested in and imposed upon the city engineer (commissioner of public works).~~

~~(Pr. Acts 1961, Ch. 249, § 12)~~

~~(c)~~ Section 5. Director of Internal Audit; Audit Committee.

(1) There shall be, as an independent agency of the City of Clarksville government, a Department of Internal Audit.

(2) The Department of Internal Audit shall be headed by a Director of Internal Audit, who shall be appointed by the Mayor, upon a recommendation (nomination) by the City Audit Committee, and subject to confirmation by a majority vote of the City Council.

(3) The Director of Internal Audit shall possess at least one certification indicating proficiency in auditing or governmental financial management, and shall possess education and experience as an accountant, auditor, chief financial officer, controller, or principal accounting officer of a governmental entity or private business sufficient to demonstrate an understanding of Generally Accepted Accounting Principles, Generally Accepted Governmental Auditing Standards, financial statements, internal controls, and procedures for financial reporting, and the audit functions of a governmental entity.

(4) The Director of Internal Audit shall report administratively and functionally to the City Audit Committee, and shall conduct, or cause to be conducted, such financial, performance and other audit functions and services as may be determined by the City Audit Committee, and as otherwise may be provided for by the City Council by ordinance. The Director of Internal Audit shall have the power and authority to hire and to discipline, and to fix the compensation, within the funds appropriated by the City Council therefor, of such other employees as the Director may deem necessary for the work of the Department of Internal Audit.

(5) The Director of Internal Audit, and his or her assistants, shall have full unrestricted access to any and all City records, properties and personnel relevant to any function or activity of City government under internal audit review. The Director's authority shall extend to all City departments, divisions, or other component parts, to include the Mayor and members of the City Council, and to any committees, boards, commissions, or authorities, and to any individual, organization, association, or entity of any kind which uses or receives City funding.

(6) There shall be a City Audit Committee, whose composition shall be as determined by the City Council by ordinance, and who shall determine and oversee the City annual audit plan, guide and direct the Director of Internal Audit, and review and evaluate the performance of same in the same manner as other department heads are evaluated, and who shall fix the compensation of the Director of Internal Audit within the amount appropriated therefor by the City Council, and who shall be subject to discipline by the Audit Committee in the same manner as other City department heads, except that the Audit Committee shall act in the role of Mayor, and any appeal shall be to the City Council in the same manner as may be had by other City department heads.

~~**Section 7. – Removal of mayor and city council members.**~~

(Drafter's Note: The provisions pertaining to removal of a Mayor, or a City Councilman, was substantially changed in the previous proposed revised Charter and placed at Article II, Section 6, where it is in this proposed Charter. That section of the previous proposed revised Charter also included removal of the City Court Judge, since there is no specific reference anywhere in the current Charter to removal of the City Court Judge, except for the reference to removal of "officials" as set forth below in what is Section 8 of the current Charter, and Section 3 of the previous proposed revised Charter, and now Section 6 of this proposed revised Charter. But that section allows the City Council to determine how an elected "official" (the City Court Judge) can be removed by simply passing an ordinance. It has been thought better to treat the City Court Judge the same as other elected "officials" (the Mayor and each City Councilman) by requiring removal only in accordance with state law of general application. Thus, in essence, removal of elected City officials under the proposed revised Charter would be pursuant to state law of general application (both statutory and common law) using an "ouster" lawsuit. The removal of other "officials" (not employees) like board, authority and commission members, could still be provided for through an ordinance approved by the City Council, which could establish some other method or standard for removal instead of "ouster".)

~~The mayor and any member of the city council may be removed from office by the city council for any crime, misconduct, dereliction of duty, unfitness or disability by vote of the city council. The proceedings for such removal shall be upon specific charges in writing which, with a notice stating the time and place of the hearing, shall be served upon the person so charged or left at his or her usual~~

~~place of residence. The hearing shall be public and the person so charged shall have the right to appear and defend in person or by counsel and have process of the city council to compel the attendance of witnesses in his or her behalf. Such vote shall be by yeas and nays and the names of the members voting for or against such removal shall be included in the minutes. Immediately upon the vote in favor of removal, the term of the removed city official shall expire, and his official status, power and authority shall cease without further action.~~

(Pr. Acts 1992, Ch. 178, § 1)

~~Section 8.~~ ~~Section 3.~~ Section 6. - Discipline and removal of ~~other~~ City officials and employees other than Councilmen, ~~and~~ the Mayor, and City Court Judge.

~~Other~~ City officials and employees, other than Councilmen, ~~and~~ the Mayor, and the City Court Judge, may be disciplined or removed as provided by ordinance.

(Pr. Acts 1992, Ch. 178, § 1)

~~Section 9.~~ ~~Section 4.~~ Section 7. - Oath of office.

Before a person takes any elected office in ~~the~~ City government, or appointment as the head of a department ~~set out in~~ established by this Charter or by ordinance, he shall take and subscribe to an oath or affirmation before the Mayor in office, or the ~~commissioner~~ ~~Director of Finance and Revenue~~ City Clerk, or ~~a notary public of Montgomery County, Tennessee~~ the City Attorney, said ~~the following~~ oath, or affirmation, being as follows:

> "I solemnly swear (or affirm), that I will support the Constitutions, and will obey all the laws, of the United States and of the State of Tennessee, and that I will, in all respects, ~~observe~~ support and obey ~~the provisions of~~ the Charter, and all ordinances and resolutions, of the City of Clarksville; and that I will demean myself in my official capacity as _____, faithfully, honestly, and with due regard to the welfare of the City, to the best of my ability."

~~Section 10.~~ ~~Section 5.~~ Section 8. - ~~Official~~ Fidelity or faithful performance bonds; financial loss insurance.

Every officer, ~~agent and~~ employee, or agent of the City having duties embracing the receipt, disbursement, custody and handling of money, and other officers and employees as may be required by ordinance, shall ~~give~~ be required to obtain and maintain a fidelity ~~bond~~ or faithful performance bond, ~~as provided by ordinance, with some~~ from a surety company authorized to do business in the State of Tennessee as a surety, in such amount as shall be prescribed by ordinance by the City Council. All such bonds and sureties ~~thereto~~ shall be subject to approval by the City Council. The cost of such bonds shall be paid by the City. All such bonds shall be kept in the custody of the City Clerk, except that the City Clerk's bond shall be kept in the custody of the Mayor~~, as provided in article IV, section 5 above~~. ~~In the~~ As an alternative, as may be permitted and established by ordinance by the City Council, the City may procure and carry, at its expense, appropriate insurance ~~coverage, at its expense, for such~~ covering financial losses, ~~set out above~~ in lieu of ~~posting~~ requiring ~~the above~~ such bond or bonds, for all or for any one or more officers, employees or agents referenced above.

~~Section 11.~~ ~~Section 6.~~ Section 9. - Political activity prohibited.

Except for the Mayor and members of the City Council other than the Mayor, no City employee or City official shall engage in political activity ~~or~~ in support of, or opposition to, any candidate, party, or

measure in any election, when on duty with the City or acting in ~~such~~ their official City capacity. When off-duty and acting as a private citizen, no City employee or City official shall be prohibited from engaging in political activity, or be denied the right to refrain from engaging in such activity.

(Pr. Acts 1993, Ch. 49, § 1)

~~**Section 12. - Officers and employees not to profit from connections with the city.**~~

~~No officer or employee of the city shall profit personally, directly or indirectly, from any contract, purchase, sale, or service, between the city government and any person or company.~~

~~**Section 7.**~~ **Section 10. Ethics Policy.**

The City Council, through ordinance(s) codified in the Official Code ~~for~~ of the City of Clarksville, shall create and maintain at all times a Code of Ethics. This Code of Ethics must contain, but is not limited to, policies regarding gifts, gratuities, conflicts of interest, financial interests, use of information, and use of City property. The Code of Ethics must address employees and elected officials of the City of Clarksville. The Code of Ethics must also contain a procedure for the logging of ethical complaints and the investigation of those complaints. The Code of Ethics may only be amended, altered, or changed by a two-thirds majority vote of the entire City Council.

~~ARTICLE V.~~ ARTICLE VII. - FISCAL ADMINISTRATION

Section 1. - Fiscal year.

The fiscal year of the City government, to include any City utilities, shall begin on the first (1st) day of July and shall end on the thirtieth (30th) day of June of the following year, ~~but another fiscal year may be fixed by ordinance for the entire City government or for any utility~~ or such other fiscal year as may be established by general law.

(Res. No. 34-2004-05, 7-7-05)

Sec. 2. – ~~Reserved~~ Submission of budget.

There shall be submitted to the City Council a proposed budget for the next fiscal year. Said budget shall be prepared under the direction of the Mayor for the submission to the City Council.

Editor's note—

Res. No. 34-2004-05, ratified July 7, 2005, repealed § 2 in its entirety, which pertained to the annual budget and derived from original codification.

Section 3. - Action by council on budget.

(a) The City Council shall adopt an appropriations ordinance based on the approved budget. Appropriations need not be in more detail than a lump sum for each department and agency. The City Council shall not adopt any appropriations ordinance in excess of the available funds, except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the City, providing the City Council declares by resolution by unanimous~~ly agrees~~ vote that there is such an emergency~~, and provided further that the City Council shall be empowered to borrow such funds as may be necessary to meet such emergencies~~ , and

provided further that the City Council shall be empowered to borrow such funds as may be necessary to meet such emergencies ~~notwithstanding the provisions of Article I, Section 5(a)(16), as amended~~.

(Drafter's Note: It is suggested that the last clause be deleted, as the reference to Article I, Section 5 (a) (16) (in both the current Charter, and the previously proposed revised Charter) pertains to the power to collect and dispose of garbage, which surely is an incorrect reference. Article I, Section 5 (a) (17) does not appear to fit either, as that sub-section deals with contracts for public utilities. As best I can surmise, sometime in the distant past the power provisions were amended and renumbered with the reference here being overlooked and not updated, or perhaps the original editor or codifier of the original current Charter simply cited the wrong sub-section, and may have meant to cite Article 1, Section 5 (a) (15), which deals with the appropriation of money and binding the credit of the City, but not in excess of two percent of its annual revenue in any one year. But that particular provision pertaining to two percent of revenue was specifically related to using such credit, and making such appropriations, for recruiting and developing industries, so that may not be the correct provision either. In any event, the charter citation is clearly erroneous, and given that it cannot be determined what reference should be used, and given that there appears to be no reason to inhibit the flexibility of the City Council to act in the best interests of the citizens during an emergency, it is suggested that the last clause simply be deleted. The requirement that the City Council find that there be an emergency by "unanimous" vote offers strong protection against any abuse of the power here granted.)

(b) If a budget ordinance is not adopted before the beginning of the new fiscal year, the budget ordinance for the fiscal year ending on June 30, less any appropriations for capital expenditures (land, buildings, equipment and infrastructure that cost more than $5,000), shall become the budget ordinance for the new fiscal year beginning the following July 1, until such time as a budget ordinance for the new fiscal year can be adopted. The City Council shall adopt a budget ordinance by ~~affirmative~~ vote of a majority of the City Council on two (2) separate readings ~~of the budget ordinance~~. The budget ordinance as approved on first reading may be ~~changed~~ amended by the City Council ~~at any time~~ during any publicly noticed voting session of the City Council prior to the second and final reading; provided, however, that all such ~~changes~~ amendments shall be publicly noticed or disclosed prior to the adoption of the budget ordinance on the second and final reading. Amendments to the adopted budget ordinance may be approved by ordinance by the City Council at any time during the fiscal year by ~~the affirmative~~ vote of a majority of the City Council on two (2) separate readings.

(c) The minimum requirements of the budget ordinance shall provide for the following:

(1) Estimates of proposed expenditures for each department, board, authority, commission, office or other agency of the City, showing in addition, the expenditures for corresponding items for the last preceding fiscal year, projected expenditures for the current fiscal year, and reasons for recommended departures from the current appropriation pattern in such detail as may be prescribed or required by the ~~governing body~~ City Council. It is the intent of the City, that except for moneys ~~expended pursuant to a project ordinance or accounted for in a proprietary type fund or~~ accounted for in a fiduciary type fund that are excluded from the budget ordinance, all moneys received and expended by ~~a municipality~~ the City shall be included in ~~a the~~ a budget ordinance. Therefore, notwithstanding any other provision of law, the City may not expend any moneys regardless of their source (including moneys derived from bond and long-term note proceeds, federal, state or private grants or

loans, or special assessments), except in accordance with a budget ordinance adopted ~~under~~ pursuant to this ~~section~~ Charter and Article, or through a proprietary type fund or a fiduciary type fund properly excluded from the budget ordinance.

(2) Estimates of anticipated revenues of the City from all sources, including current and delinquent taxes, non-tax revenues, and proceeds from the sale of any bonds ~~on~~ or long-term notes, with a comparative statement of the amounts received by the ~~municipality~~ City from each of such sources for the last preceding fiscal year, the current fiscal year, and the coming fiscal year, in such detail, and consistent with the financial reporting within the comprehensive annual financial report to the State, or as may be prescribed ~~by ordinance~~ or required by the ~~governing body~~ City Council.

(d) ~~The Council may by ordinance adopt policies and regulations for the implementation of this section and to provide for additional budget requirements.~~ The City Council may by ordinance establish regulations, rules, or procedures, in accordance with general law, as it may determine necessary, to implement the provisions of this section and to retain exemption from all budgeting provisions of the state Municipal Budget Law of 1982, as may be amended from time to time.

(Pr. Acts 1961, Ch. 249, § 13; Pr. Acts 1992, Ch. 253, § 1; Res. No. 34-2004-05, 7-7-05)

~~Section 4. - Annual audit.~~

~~The council shall employ a certified public accountant to make an annual audit of all financial books and records of the city. The accountant shall file his report with the council, at a time agreed to between him and the council, and shall prepare a summary of the report which shall be published once in the official city newspaper.~~

Section 4. Adequate accounting records, budgetary control, and annual audit.

A system of adequate accounting records shall be ~~installed~~ used and maintained in accordance with generally accepted accounting principles. Constant and comprehensive budgetary control shall be maintained. ~~As provided for by ordinance,~~ An external audit ~~of the comprehensive annual financial report~~ of the City shall be made after the end of each fiscal year by an independent Certified Public Accountant experienced in such work.

Section 5. - Property taxes.

~~All property subject to taxation for state or county purposes, including the capital stock of merchants and public service companies, assessed as of January 10th in each year, shall be subject to the property tax levied by the city. The council by ordinance may elect to use the county assessment or may provide for a independent city assessment by a city assessor appointed by the city council and to serve at the pleasure of the city council. A board of equalization, consisting of three (3) persons appointed by the council, with compensation fixed by ordinance, shall hear appeals of taxpayers taken within ten (10) days after the city assessor has sent a notice by ordinary mail of a new or increased assessment; provided that such notice shall not be required nor may appeals be taken in the case of initial city assessments that are the same as county assessments. Except as otherwise provided in this section, appeals involving city property assessments may be taken as provided by general law. The board of equalization may increase or decrease the assessment of all property of the same class by uniform percentage, in which case individual notices shall not be mailed but a notice of such action shall be published once in the official city newspaper; such a blanket increase or decrease shall not be subject~~

~~to appeal. The authority and duties of such city assessing personnel shall be the same as those provided by general law for county assessing personnel. The city assessor shall meet with and assist the board of equalization. The board of equalization, upon completion of its work, shall submit a written report to the council, including total increases and decreases made by it and the final total assessment of each class of property.~~

All property, real, personal and mixed, lying within the corporate limits of the City of Clarksville, subject to county or municipal taxes, as permitted by law, shall be assessed for taxation for municipal purposes by the City. All assessments of real property and of personal property shall be made annually and as of January 1 for the tax year to which the assessment applies as provided for and in accordance with ~~the~~ general law. The ~~office of the~~ Montgomery County, Tennessee, Assessor of Properties shall serve as property assessor for the City of Clarksville, and shall provide such information as is necessary to the City of Clarksville for the levying of property taxes.

Section 6. - Tax levy.

The City Council shall by ordinance make a tax levy each fiscal year, expressed as a fixed rate per one hundred dollars ($100.00) of assessed valuation ~~as permitted by~~ in accordance with general law, and if no tax levy is made ~~within ninety (90) days prior to the tax due date, or within ninety (90) days prior to the due date of a second installment if two (2) installments are authorized by ordinance,~~ then the property tax rate in effect the last fiscal year shall continue in effect as the tax rate for the new fiscal year.

Section 7. - Property tax due date, delinquent date, and tax bills.

The due date and delinquent date of property taxes shall be established by ordinance. The City Council by ordinance may allow semiannual installment payments for property taxes. The City may send tax bills to taxpayers, showing the assessed valuations, amount of taxes due, tax due dates, and information as to the delinquency date, interest, and penalties. Failure to send the tax bills, or to provide any of the preceding information, shall not, however, invalidate any property tax. Interest and penalty shall be charged on any delinquent property tax at a rate to be established by ordinance. On and after the date when such property taxes become delinquent, the tax records of the City shall have the force and effect of a judgment of a court of record.

(Pr. Acts 1992, Ch. 253, § 2)

Section 8. - Collection of delinquent taxes.

The ~~commissioner~~ Director of ~~the Department of~~ Finance and Revenue (Chief Financial Officer) shall collect delinquent taxes, interest, penalty, attorney's fees, and court costs due as permitted under ~~the provisions of Tennessee Code Annotated, Title 67~~ general law, and as the City Council may provide for by ordinance. A lien shall exist against all property on which city property taxes are levied as of the assessment date as ~~found in Tennessee Code Annotated, Title 67~~ permitted by general law, and the lien shall have ~~the~~ equal dignity with those for federal, state or county taxes.

(Pr. Acts 1967, Ch. 288, § 1; Pr. Acts 1992, Ch. 253, § 3)

Section 9. - Special assessments.

The City may assess all, or part, of the cost of constructing, reconstructing, widening, or improving any public way, sewers, or other utility mains and appurtenances, against the abutting property owners, under such terms and conditions as may be prescribed by ordinance. Such special assessments shall

become delinquent thirty (30) days after their due dates (after the due date of each installment if paid on an installment basis), shall thereupon be subject to a penalty of five (5) percent, and shall thereafter be subject to interest at the rate of one-half of one percent for each month, or fraction thereof, until paid. A lien shall exist against the abutting property superior to all other liens, except that it shall be of equal dignity with liens for County and City property taxes, and said lien shall be enforceable by the same procedures, and ~~under~~ using the same remedies, as provided in this article for City property taxes.

Section 10. - Lien extends to fee and all interest in the land.

Said taxes shall be a lien upon the fee in said property, and not merely upon the interest of the person to whom said property is or ought to be assessed, but to any and all other interests in said property, whether in reversion or remainder, or of lienors, or of any nature whatever.

Section 11. - Tax is not invalid because land is assessed to wrong persons.

The whole proceeding for collection of taxes, from the assessment to sale for delinquency, shall be a proceeding in rem, and shall not be invalid on account of such land having been listed or assessed for taxation to anyone as owner or owners, or to any person or persons not the owner or owners, or to any unknown owner or owners.

Section 12. - Tax lien confined to leasehold where the fee, remainder, or reversion is exempt.

Where there is assessable under the law a leasehold interest in real estate or any improvements on real estate, which said real estate is exempt from taxation in the hands of and to the owner thereof, the taxes assessed against such leasehold interest or interest in improvements on such exempt real estate, shall be a lien only upon such leasehold interest or interest in improvements, and not upon the interest of the owner of the fee or the remainder or reversion of the fee.

Section 13. - Owners not liable.

In all cases where a penalty is incurred for exercising a privilege without license, the interest which the person thus exercising the privilege without license has in the building, shall be liable for the penalty, superior to all other claims, except those owed to the state and county, but the interest of the owner of the building shall not be liable, unless he is privy to the violation of the law.

Section 14. - Distress warrants.

The distress warrants authorized by law to be issued in such cases, if proceeded with to sale, shall operate as a writ of possession against the party exercising said privilege without license.

~~**Section 14.1. - Parking authority created.**~~

~~Be it enacted by the general assembly of the State of Tennessee, that article V of Chapter 292 of the Private Acts of 1957, the caption of which is recited in the caption hereof, and all subsequent amendatory acts thereto be, and the same is hereby amended so as to create for the City of Clarksville a parking authority whose duties, membership, powers, responsibilities, compensation, are to be as hereinafter set out.~~

~~(Pr. Acts 1965, Ch. 80, § 1)~~

~~**Editor's note—**~~

~~Sections 14.1—14.6 are derived from Private Acts 1965, Ch. 80, which provided that Article V of Chapter 292 of the Private Acts of 1957 be amended to create a parking authority but did not specify particular sections to be added. The provisions of Ch. 80 have therefore been placed at the end of Article V.~~

~~Section 14.2. - Membership; terms of office; vacancy.~~

~~Such parking authority created hereby shall be composed of a board of five (5) members and shall be known as the Clarksville Parking Authority and hereafter referred to in this act as the authority. One member of the authority shall be a member of the city council of Clarksville appointed by the mayor for a term of one year. The remaining four (4) members of the authority shall be appointed by the mayor and approved by a majority of the city aldermen, and shall serve for terms of four (4) years. Provided, however, the first such authority members appointed shall serve terms of one, two (2), three (3) and four (4) years respectively, the term of each to be designated at the time of appointment, and all subsequent regular appointments shall be for terms of four (4) years, it being the intent that such lay members of the authority succeeding the initial appointments, shall serve four-year terms on a staggered basis so that one member shall thereafter be appointed each year. Members shall serve until their successors are elected as provided herein. Any vacancy shall be filled in the same manner as an original appointment, but only for the unexpired term of the member whose absence from death of other cause, created the vacancy.~~

~~(Pr. Acts 1965, Ch. 80, § 2)~~

~~Note—~~~~See the editor's note for § 14.1~~

~~Section 14.3. - Compensation; expenses; organization; meetings; minutes.~~

~~The members of the authority shall serve without compensation except for actual expenses incurred in the performance of the duties of such office. Such expenses shall be reimbursed only upon the filing by such member of an itemized statement of such expense, sworn to and presented to the city council for approval, and approved thereby. The members of the first board shall meet, and then, and thereafter annually, select from among themselves a chairman, vice-chairman and secretary. The board shall meet each month, at a time and place provided for it by the city council, and at such other times as the chairman may call a special meeting thereof. Notification of any special or called meeting shall be given each member prior to such meeting. Minutes of all meetings shall be kept by the secretary or someone designated by him.~~

~~(Pr. Acts, Ch. 80, § 3)~~

~~Note—~~~~See the editor's note for § 14.1~~

~~Section 14.4. - Adopting parking and regulations.~~

~~The authority is hereby authorized to adopt and publish parking regulations, including the erection of proper signs necessarily and properly connected with, or incident to the following:~~

~~(a) The location and time when parking shall be limited.~~

~~(b) Places where parking shall be prohibited entirely or during certain periods of time.~~

~~(c) The location, time and charge, if any, for loading zones.~~

(d) To make studies and recommend to the city council improvements in or need for, off-street parking facilities.

(Pr. Acts 1965, Ch. 80, § 4)

Note—See the editor's note for § 14.1

Section 14.5. Management of public parking facilities and finances.

The authority shall have authority to manage any public parking facilities in any Clarksville street or road, including the installation of parking meters or other necessary equipment in connection therewith. The authority shall prescribe and may revise a schedule of service charges in connection with the use of parking meters, a copy of which schedule shall be kept on file and subject to public inspection at the office of the authority and at the office of the city clerk.

The authority is authorized to establish a schedule of civil penalties, including late fees and costs, none of which may exceed one hundred dollars ($100.00) for violation of any parking regulations adopted by it, including, but not limited to, the following:

(1) Overtime parking at a parking meter;

(2) Parking on a sidewalk;

(3) Parking in front of a public or private driveway;

(4) Parking within fifteen (15) feet of a fire hydrant;

(5) Parking on a crosswalk;

(6) Parking alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

(7) Parking on the roadway side of any vehicle stopped or parked at the edge or curb of a street (double parking);

(8) Parking facing the opposite direction of the flow of traffic in the lane of a street;

(9) Parking at any place where official signs prohibit stopping or parking; and

(10) Parking in a space clearly identified by an official sign as being reserved for the physically handicapped; unless, however, the person driving the vehicle is physically handicapped or parking such vehicle for the benefit of a physically handicapped person.

Any person who receives notice of an alleged parking violation shall have the right to an administrative hearing before the parking authority. Such hearing shall be held not earlier than ten (10) days, nor later than forty-five (45) days, from the date of the issuance of a notice of an alleged violation. At the hearing, the parking authority shall take and maintain a verbatim record of the proceedings, and shall hear and decide whether a violation has occurred, and shall impose the appropriate civil penalty in such cases.

Any person aggrieved by a decision of the parking authority may appeal the decision to the Chancery Court of Montgomery County pursuant to Tennessee Code Annotated, Section 27-9-101 et seq.

~~The parking authority may institute legal proceedings to collect any penalties, late fees, or other costs owed to it.~~

~~The authority shall also have control management of any city owned parking garage or other parking facilities, and the acquisition, construction and establishment whenever authorized or otherwise provided for by the city council. The authority may recommend entering into lease agreements with private operators to operate the parking facilities owned by the City of Clarksville, and it is authorized to collect rents, fees or other charges for such parking garage and other parking facilities as it may operate and manage. All moneys collected by the authority from any source shall be remitted by it to the City of Clarksville and deposited with the city treasurer, who shall keep such moneys in a separate fund for the retirement of parking bonds, operation and maintenance and the improvement of parking facilities in the City of Clarksville, along with such other funds as may [be] budgeted for such purposes by the city council.~~

~~(Pr. Acts 1965, Ch. 80, § 5; Pr. Acts 1996, Ch. 169, § 1)~~

~~**Section 14.6. - Conflicting ordinances.**~~

~~Any of the city ordinances set out under Chapter 18 of the Official Code of the City of Clarksville, Tennessee, as adopted No. 29-1963 on the 11th day of October, 1963 [now codified as title 9 of part II of this volume], which conflict with the provisions of this act by designating any of the functions and duties given the authority by this act to the chief of police of such city, or to any other person, board or agency, shall be modified by the city council to reflect the powers and duties granted the authority under the provisions of this act, the powers and duties of the authority superseding any such granted to another or others by city ordinance.~~

~~The parking authority may enter into interlocal governmental agreements with other private or public agencies, including the Clarksville Police Department, for the enforcement of parking regulations in the City of Clarksville. Any notices issued by such agency of alleged parking violations shall be returnable and subject to the exclusive jurisdiction of the parking authority.~~

~~(Pr. Acts 1965, Ch. 80, § 6; Pr. Acts 1996, Ch. 169, § 2)~~

~~**Editor's note —**~~

~~See the editor's note for § 14.1~~

~~ARTICLE VI.~~ ARTICLE VIII. - MISCELLANEOUS

Section 1. - Supervisory boards.

The City Council may elect or create supervisory boards of not less than three (3), nor more than seven (7), members, to be appointed ~~or elected~~ by ~~such~~ the City Council. No member of such boards shall be appointed ~~or elected~~ for a ~~longer~~ period longer than three (3) years. The members of the first board may be appointed ~~or elected~~ to serve for different periods so that the terms of office of its members shall not all expire the same year. To such extent and in such manner as the City Council shall by ordinance determine, and in accordance with general law, these boards shall have general supervision~~,~~ and management ~~and~~ control of and over the construction, maintenance and operation of such plants, buildings, grounds, facilities, structures, systems, lines, and pipes, and over additions,

extensions and improvements thereto, and over the purchase, sale, and resale, or otherwise furnishing, of electric power, gas, water, ~~and furnishing~~ sewerage disposal, telephone, cable television, internet, and any other utility services, and the operation of recreational or entertainment facilities.

Section 2. - Powers to be liberally construed.

The powers hereby granted shall be liberally construed to effect the purposes hereof, and said City shall have power to do all things necessary or convenient to carry out such purposes.

Section 3. - Sealed bids for purchases.

The ~~Clarksville~~ City, as prescribed by ordinance by the City Council, and in accordance with general law, shall require ~~by ordinance~~ the competitive procurement through bids, and requests for proposals, for all goods~~,~~ and services, except for professional services and emergency purchases, ~~leases, and~~ for all ~~other~~ purchases in excess of $10,000. This limit may be modified and increased or decreased by ordinance by the City Council. Requirements for advertising ~~will~~ shall be as ~~directed~~ established by ordnance by the ~~Clarksville~~ City Council ~~via ordinance~~. All purchases ~~made from funds subject to the authority of this section~~ shall be made within the limits of the approved budget~~, when required, and the appropriations, when required,~~ for the department, office or agency for which the purchase is made. The City Council ~~shall~~ may by ordinance establish all ~~such~~ bidding and purchasing regulations or procedures~~, or both,~~ in accordance with general law, as it may determine~~s~~ ~~to be~~ necessary, to implement the provisions of this section and ~~as may be necessary for~~ to retain exemption from all purchasing provisions of the state Municipal Purchasing Law of 1983, as may be amended from time to time.

(Pr. Acts 1980, Ch. 259, § 1; Pr. Acts 1985, Ch. 101, § 1, Pr. Acts 1992, Ch. 253, § 4; Pr. Acts 1993, Ch. 49, § 2; Res. No. 34-2004-05, 7-7-05)

Section 4. - Use of this act, City Code, and ordinances as evidence.

The Charter of the City of Clarksville, and all amendments thereto, are declared to be public acts, and may be read as evidence in all courts, which shall take judicial notice thereof. The Official Code of the City of Clarksville ("Official Code" or "Code"), amendments thereto, ordinances, and resolutions of said City may be proved in any courts of this state by reading into evidence copies of such Code, amendments thereto, ordinances and resolutions of said City, when duly certified by the City Clerk to be true and correct copies thereof. Such certificates shall be sworn to by him, and have the corporate seal of the city thereto affixed.

Section 5. - Adding additional territory.

Whenever additional territory is added to the City, ~~theretofore included within the boundaries of said city,~~ ad valorem, ~~and~~ privilege, sales, and other taxes shall be assessed, levied and collected against all property, ~~and~~ privileges, and sales included within or occurring within such added territory as permitted by and in the manner provided for by general law ~~and dated from January 1st of the year within which such territory is added; provided, however, that such taxes shall only be levied and collected for the remainder of the year following the date when the act or amendment that adds the new territory takes effect~~.

Section 6. - Care of indigent sick or injured persons.

For the purpose of caring for the indigent sick or injured ~~or needy~~ persons, ~~the city council of~~ the City ~~of Clarksville~~ is empowered to enter into contracts with any reputable hospital, or person, ~~or~~ corporation, partnership, limited liability company, non-profit or other business entity recognized by the State of Tennessee, operating a reputable hospital or clinic, for the care and treatment of indigent sick or injured persons, ~~and the City Council may authorize or make annual contracts with such hospitals or operators thereof, in~~ on behalf of the City, whereby such hospitals or entities shall provide for the care and treatment of indigent sick or injured persons upon such basis, terms and conditions as the City Council may deem expedient or advisable.

Section 7. - Power to make contributions for care of needy, veterans, etc.

For the purpose of caring for the indigent sick or needy persons, and for the purpose of rehabilitating veterans, and giving necessary assistance to such veterans and their families, the City ~~council~~ is empowered to make such payments or contributions to ~~such~~ established organizations which provide such care, services or assistance as the City Council may deem expedient or advisable.

Section 8. - Elections for giving or lending of City's credit.

(a) The credit of the City may be given or lent to or in aid of any person, ~~company,~~ association, partnership, limited liability company, or corporation, or other business entity recognized by the State of Tennessee, upon an election to be first held by the qualified voters of such City and the assent of three-fourths (¾) of the votes cast at said election. The City may become a partner or stockholder with others in any ~~company,~~ association, partnership, limited liability company, or corporation, or other business entity recognized by the State of Tennessee, upon a like election and the assent of a like majority.

(b) Any such election shall be held as follows:

(1) The City Council shall adopt a resolution (herein called the City "Election Resolution") which shall briefly and concisely state in substance: (a) the amount, or a maximum amount, of credit of the City, or funds of the City, to be given, lent, or used, and the purposes therefor; (b) the date on which such election will be held; (c) the place where such voting places will be open. The Election Resolution shall be published in full at least once, not less than fifteen (15) days prior to the date fixed for such election, in the official City newspaper.

(2) There shall be printed on the ballot, a brief general statement of the proposal or question to be voted upon, ~~the~~ using suitable phrasing to permit the voter to clearly indicate his or her wish to vote `for' or `against' such proposition.

(3) Without limitation, the Election Resolution ~~or the proposition~~ to be voted upon may give the City Council authority to give or lend the City's credit or use its funds not exceeding a specified amount, or to authorize the City Council to issue and sell the City's general obligation bonds not exceeding a specific amount, for the purpose or purposes indicated in the Election Resolution ~~or proposal~~.

(4) On the ballots opposite each of the phrases, ~~`for'~~ 'Yes' for approval of the proposal, and ~~`against'~~ 'No' for disapproval of the proposal, contained in the Election Resolution, there shall be a hollow square, each side of which shall be not less than one-quarter (¼) of an inch nor more than one inch. The voter shall indicate his vote ~~`~~for~~'~~ or ~~`~~against~~'~~ the proposal by inserting a mark in the appropriate square ~~opposite such phrase~~.

(5) The election shall be held in the same manner as ~~municipal~~ City elections are now held ~~in the City of Clarksville, Tennessee~~, and shall be subject to and in compliance with the Charter ~~of said city and amendments thereto~~ and the general ~~election~~ law~~s of the state~~. It shall be conducted by the ~~election authorities of the state and~~ Montgomery County, Tennessee Election Commission in accordance with the election laws of the state.

(6) At the next regular meeting of the City Council succeeding the date of such election, or at a special meeting called therefor, the City Council shall canvass the returns and determine and declare the results and returns in the election, which entry, after the use of the City's credit or of its funds as voted upon at such election, shall be conclusive evidence of the results of the election.

(c) If the proposition contained in the Election Resolution voted upon is defeated, it shall not be again~~st~~ the subject of an election for three (3) months thereafter.

(d) If the election results in ~~favor~~ approval of the proposition contained in the Election Resolution as above provided, the Election Resolution shall again be published in the official City newspaper, and with it there shall be published a statement substantially as follows:

Statement

The election referred to in the Election Resolution published herewith was held on the (here insert the date of election). After such election, the City Council of the City of Clarksville has found, determined, and declared that the proposition contained in the Election Resolution was carried by a vote of _____ to _____.

No suit, action, or proceeding questioning such election, or the use of the City's credit, or the validity of bonds issued pursuant to such election, or proceedings for the issuance of such bonds, or the use of funds, as described or authorized in such Election Resolution or proceedings, can be commenced after the expiration of twenty (20) days from the date of this publication.

By order of the City Council of the City of Clarksville.

/s/ _____
~~Commissioner~~ Director, Department of Finance and Revenue (Chief Financial Officer)

(e) No suit, action or proceeding questioning such election, or the use of the city's credit, or the validity of bonds issued or to be issued, or proceedings for the issuance of such bonds pursuant to such election, or the use of the city's funds as voted for in such election, shall be commenced after the expiration of twenty (20) days from the date of ~~such~~ publication of such Election Resolution~~,~~ and ~~such~~ statement as substantially ~~as above~~ set forth above.

Section 9. - ~~Financial arrangements with Montgomery County; mutual school aid with Montgomery County.~~ Reserved.

~~The city council may, by ordinance, authorize the payment of fifteen hundred dollars ($1,500.00) each year to Montgomery County on account of taxes it formerly received from the Kentucky-Tennessee Light and Power Company.~~

~~The City of Clarksville and Montgomery County are hereby authorized to enter into contracts for the support and maintenance of schools.~~

~~**Section 10. - City employees on daily, weekly, or monthly basis.**~~

~~All employees of the city and in each department thereof, except officials and employees of any board or commission, shall be employed on an hour to hour, day to day, or month to month basis as shall be explained at the time of employment, and the city council shall not undertake to employ any such person on any other basis, and shall make no contract or agreement therefor contrary to this provision.~~

(Pr. Acts 1959, Ch. 280, § 3; Pr. Acts 1965, Ch. 158, § 5)

~~Section 11.~~ Section 10. - Emergency filing of suits.

The ~~city council~~ Mayor, or when the Mayor is absent as defined in Article II, Section ~~7~~ 8 of the Charter, the Mayor pro tem, shall have the right to authorize ~~the mayor or a committee from the Council or the head of any department of the City government~~ to direct the ~~immediate~~ filing of a suit where it ~~may~~ appears ~~to such official~~ that it may be necessary or advisable to ~~immediately~~ file such suit for the benefit of the City and for the protection of its interests. ~~However,~~ Any suit so filed shall be reported to the City Council by the ~~officer who directed it and by the city council~~ City Attorney at the next special or regular meeting of the City Council.

~~Section 12. - Repealed.~~

~~Editor's note—~~

~~Section 12, entitled "City council to supervise platting, etc.; county register of deeds to get approval of city officials; penalty for failure to get approval of city officials," was repealed by Private Acts of 1961, Ch. 249.~~

~~Section 13. - Restrictions on actions for damages against city.~~

~~No action shall be maintained against the city for damages unless a written statement by the claimant or by his agent, attorney or representative, setting forth the basis for his claims, shall have been filed with the city council within sixty (60) days after such cause of action shall have occurred, except that when the claimant is an infant or non compos mentis, or an injured person dies within such sixty (60) days, the time limit for filing a claim shall be one hundred twenty (120) days. No officer or employee of the city may waive this requirement.~~

~~Section 14. - General laws may be used.~~

~~The council in its discretion may elect to use the provisions of any general laws of the state in addition to or instead of the provisions of this act.~~

~~Section 15.~~ Section 11. - Penalties.

The violation of any provision of this ~~act~~ Charter, for which a penalty is not specifically provided herein, ~~is hereby declared to be a misdemeanor and~~ shall be punished by a civil fine of not more than ~~fifty dollars ($50.00) or by imprisonment not to exceed one year, or both such fine and imprisonment~~ the maximum allowed by general law.

~~Section 16.~~ ~~Section 12. - Pensioning of officers and employees.~~

~~[(a)] (1) Subject to the provisions hereinafter set out, the City Council shall by ordinance provide for the retirement and pensioning of City officers and employees who shall be eligible for such benefits after at least fifteen (15) years' service to the City and after attaining the age of sixty-~~

~~five (65) (as one-half of the individual's pay at retirement time, less social security to which that individual is entitled).~~

~~(2) In addition, the City Council is authorized by ordinance to provide for early retirement of City officers and employees who are eligible for retirement benefits under the provisions of subdivision (a)(1). Such early retirement benefits may include the payment of lump sum bonuses or incentives as part of such plan.~~

~~(b) A retirement ordinance hereunder shall provide that any person employed on a full time basis by the City of Clarksville on June 30, 1981, who continues employment after July 1, 1981, will automatically become a participant under the retirement plan adopted July 2, 1981; any person employed on or after July 1, 1981, will be eligible for participation only in the new retirement plan.~~

~~(c) Any employee covered previously under the Old Plan Section A, who is subsequently qualified to retire has the option to retire under the Old Plan (Section A) if such a retirement would provide the employee with greater benefits than would be available to the employee under the new plan.~~

~~(d) At the request of an employee eligible for retirement (Section 16-12, paragraph a), the City Council shall by ordinance provide retirement as one-half of the individual's pay at retirement time, less social security to which that individual is entitled; and further, provided that said individual must notify the City of his or her entitlement to social security at such time as this entitlement comes about (should such individual not be eligible for social security on the date of retirement), and his or her failure to so notify the City of social security eligibility will entitle the City to recover from that individual any monies to which he or she was not entitled in accord with the above.~~

(Pr. Acts 1961, Ch. 249, § 15; Pr. Acts 1967, Ch. 291, § 1; Pr. Acts 1988, Ch. 202, § 1; Pr. Acts 1999, Ch. 51, § 1)

~~Section 17. Aldermen and/or councilmen.~~

~~Whenever throughout this Charter reference is made to aldermen and/or councilmen, such reference is to one and the same position in the city government.~~

~~Section 18.~~ ~~Section 13.~~ Section 12. - Severability clause.

If any article, section, subsection, paragraph, sentence or part thereof, of this ~~act~~ Charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this ~~act~~ Charter unless it clearly appears that such other parts are wholly and necessarily dependent upon the part ~~of~~ or parts held to be invalid or unconstitutional, it being the legislative intent in enacting this ~~act~~ Charter that each article, section, subsection, paragraph, sentence or part thereof, be enacted separately and independently of each other.

~~Section 19.~~ ~~Section 14.~~ Section 13. - Effective date.

This ~~section~~ amended Charter shall have no effect unless the same shall have been approved by two-thirds (2/3) vote of the authorized membership of the City Council. Its approval or nonapproval shall be proclaimed by the Mayor and shall be certified by him to the State of Tennessee Secretary of State.

~~Passed: March 15, 1957~~

~~Jared Maddux, Speaker of the Senate~~

~~James L. Bomar, Speaker of the House of Representatives~~

~~Approved: March 22, 1957~~

~~Frank G. Clement, Governor~~