



**CLARKSVILLE CITY COUNCIL  
REGULAR SESSION  
JANUARY 6, 2015, 7:00 P.M.**

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

**AGENDA**

**PUBLIC COMMENTS:**

- 6:50 p.m. Christine Piesyk
- 6:55 p.m. Charles Moreland

- 1) CALL TO ORDER
- 2) PRAYER AND PLEDGE OF ALLEGIANCE
- 3) ATTENDANCE
- 4) SPECIAL RECOGNITIONS
- 5) PLANNING COMMISSION

**ZONING**

1. **ORDINANCE 37-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of the Regional Planning Commission for zone change on portions of Capitol Hill Subdivision from R-3 Three Family Residential District to R-2D Two Family Residential District

**6) 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 32-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Todd Morris Construction, Inc., for zone change on property at Ringgold Road and Timberline Way from R-4 Multiple Family Residential District to R-2 Single Family Residential District

2. **ORDINANCE 33-2014-15** (Second Reading) Amending the Official Code and the Zoning Ordinance relative to various amendments
3. Approval of Board Appointments:  
  
Audit Committee: Wilbur Berry, Sonya Stewart – January 2015 through December 2016  
  
Human Relations Commission: Jason Hodges and Alexandra Wills – January 2015 through June 2016  
  
Madison Street Design Review Board: Cynthia Mitchell – January 2015 through April 2017  
  
Museum Board: Sollie Fott, Carmen Reagan, Carol Daniels – January 2015 through December 2017  
  
Natural Gas Acquisition Board: Mark Briggs, John Smith – January 2015 through December 2020  
  
Regional Historic Zoning Commission: Marcia Williams – January 2015 through September 2017; Gail Longton – January 2015 through September 2016; Geno Grubbs – January 2015 through December 2019  
  
Two Rivers Company – Ryan Bowie, Michael Dale, Allen Senseney - January 2015 through October 2017
4. Adoption of Minutes: Regular Session December 4<sup>th</sup>, Special Session December 4<sup>th</sup>, Special Session December 8<sup>th</sup>

7) COMMUNITY DEVELOPMENT COMMITTEE

*David Allen, Chair*

8) FINANCE COMMITTEE

*Joel Wallace, Chair*

1. **ORDINANCE 35-2014-15** (First Reading) Amending the FY15 Police Department Budget to accept a COPS grant for 14 new police officers (*Public Safety & Finance Committees: Approval*)
2. **ORDINANCE 36-2014-15** (First Reading) Waiving credit card collection fees for various departments of the City (*Finance Committee: Approval*)

9) GAS & WATER COMMITTEE

*Jeff Burkhart, Chair*

10) PARKS, RECREATION, GENERAL SERVICES

*Wallace Redd, Chair*

11) PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire, Police)

*Geno Grubbs, Chair*

1. **RESOLUTION 19-2014-15** Authorizing a Memorandum of Understanding with Fort Campbell Fire-Emergency Services for use of the City of Clarksville Public Safety Radio System (*Public Safety Committee: Approval*)

12) STREET COMMITTEE

*James Lewis, Chair*

13) TRANSPORTATION COMMITTEE

*Deanna McLaughlin*

14) MAYOR AND STAFF REPORTS

15) NEW BUSINESS

1. **ORDINANCE 38-2014-15** (First Reading) Amending the Official Code relative to electronic traffic citation fee (*Councilman Wallace*)
2. **RESOLUTION 20-2014-15** Expressing support for the maintenance of current troop levels at Fort Campbell and urging Congress to oppose any reductions (*Mayor McMillan*)
3. **RESOLUTION 21-2014-15** Authorizing an interlocal agreement/lease with the Clarksville-Montgomery County Industrial Development Board and Montgomery County for construction of a fire protection facility and emergency medical services facility (*Mayor McMillan*)
4. **RESOLUTION 22-2014-15** Amending **RESOLUTION 42-2013-14** adopted June 5, 2014, authorizing an interlocal contract with Montgomery County for construction of a fire protection facility and emergency medical services facility (*Mayor McMillan*)

16) ADJOURNMENT

17) PUBLIC COMMENTS

ORDINANCE 37-2014-15

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF THE REGIONAL PLANNING COMMISSION FOR ZONE CHANGE ON PORTIONS OF CAPITOL HILL SUBDIVISION

*WHEREAS*, ORDINANCE 85-2013-14, adopted on final reading on July 1, 2014, rezoned certain parcels in the Capital Hill Subdivision from R-3 Three Family Residential District to R-2 Single Family Residential District; and

*WHEREAS*, it was also the intent of the Regional Planning Commission that certain parcels be rezoned from R-3 Three Family Residential District to R-2D Two Family Residential District; and

*WHEREAS*, after legal notice in *The Leaf-Chronicle* on May 19, 2014, posting on the subject properties and notification of affected property owners about public hearings on the rezoning of the subject properties, the Regional Planning Commission held a public hearing on May 28, 2014, and the City Council held a public hearing on June 5, 2014, concerning the parcels being rezoned from the R-3 Three Family Residential District to the R-2D Two Family Residential District, in addition to the parcels being rezoned from the R-3 Three Family Residential District to the R-2 Single Family Residential, with no written nor oral objections received; and

*WHEREAS*, due to a Scribner's error, the R-2D parcels were omitted from the exhibit of ORDINANCE 85-2013-14 and, therefore, were not rezoned.

*NOW, THEREFORE, 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-2D Two Family Residential District.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Properties located in the northeast corner of Executive Avenue and Senator Drive intersection (properties located in Capitol Hill Subdivision), 1.38 +/- acres, properties further identified as Montgomery County Tax Map and Parcel(s):

Tax Map 019 I-G, parcels 023.00 – 028.00

ORDINANCE 85-2013-14

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF THE REGIONAL PLANNING COMMISSION FOR ZONE CHANGE ON PORTIONS OF CAPITOL HILL SUBDIVISION

*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-2 Single Family Residential District and R-2D Two Family Residential District.

*PUBLIC HEARING:* June 5, 2014  
*FIRST READING:* June 5, 2014  
*SECOND READING:* July 1, 2014  
*EFFECTIVE DATE:* July 8, 2014

EXHIBIT A

*APPROVED:*

R-3 to R-2 Properties located east of Highway 41-A and Giles Road and north and south of Senator Drive (properties located in Capitol Hill Subdivision), 11.98 +/- acres, properties further identified as Montgomery County Tax Map and Parcel(s):

Tax Map 019 I-E, parcel 014.00  
Tax Map 019 I-F, parcels 016.00 – 029.00  
Tax Map 019 I-G, parcels 001.00 – 022.00

*OMITTED:*

R-3 to R-2D Properties located in the northeast corner of Executive Avenue and Senator Drive intersection (properties located in Capitol Hill Subdivision), 1.38 +/- acres, properties further identified as Montgomery County Tax Map and Parcel(s):

Tax Map 019 I-G, parcels 023.00 – 028.00

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION  
STAFF REVIEW - ZONING

RPC MEETING DATE: 5/28/2014

CASE NUMBER: Z - 19 - 2014

NAME OF APPLICANT: Regional Planning Commission ( Capitol Hill )

AGENT:

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GENERAL INFORMATION

PRESENT ZONING: R-3

PROPOSED ZONING: R-2      R-2D

EXTENSION OF ZONE  
CLASSIFICATION: YES

APPLICANT'S STATEMENT Bring non-conforming zoning into compliance (due to new R-3 regulations).  
FOR PROPOSED USE:

PROPERTY LOCATION: Parcels fronting on the north and south of Senator Dr. in Capitol Hill Subdiv 1.

ACREAGE TO BE REZONED: R-2 (11.98); R-2D (1.38)

DESCRIPTION OF PROPERTY Developed subdivision with single family homes and duplexes.  
AND SURROUNDING USES:

GROWTH PLAN AREA:      CITY TAX PLAT: See Attached PARCEL(S):

CIVIL DISTRICT: 3rd

CITY COUNCIL WARD: 5/1      COUNTY COMMISSION DISTRICT: 9

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 DEPARTMENT  
☐ EMERGENCY MANAGEMENT  
☒ POLICE DEPARTMENT  
☐ SHERIFF'S DEPARTMENT  
☒ CITY BUILDING DEPT.  
1. ☐ 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.

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

2. STREET DEPARTMENT/  
COUNTY HIGHWAY DEPARTMENT:

3.

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

3. DRAINAGE COMMENTS:

4.

3a. DRAINAGE COST:

4. CDE/CEMC:

5.

4a. COST TO CDE/CEMC:

5. CHARTER COMM./BELL SOUTH:

6.

5a. COST TO CHARTER AND/OR BELLSOUTH:

6. FIRE DEPT/EMERGENCY MGT.:

7.

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

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

8. CITY BUILDING DEPARTMENT/  
COUNTY BUILDING DEPARTMENT:

9.

Comments Received From Department And They Had No Concerns.

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

9. SCHOOL SYSTEM:

ELEMENTARY: RINGGOLD

MIDDLE SCHOOL: KENWOOD

HIGH SCHOOL: KENWOOD

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 Minimal  
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: SENATOR DR.

DRAINAGE:  
VARIES

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:

Airport Planning Area: This Planning area is centered around John H. Outlaw Field. The major north-south axis roads are Ft. Campbell Blvd., Tobacco Rd. and Peachers Mill Rd.. Tiny Town Rd. serves as the major east-west connector here. The planning area has vast amounts of open space that has a long history of agricultural and woodland uses.

STAFF RECOMMENDATION: APPROVAL

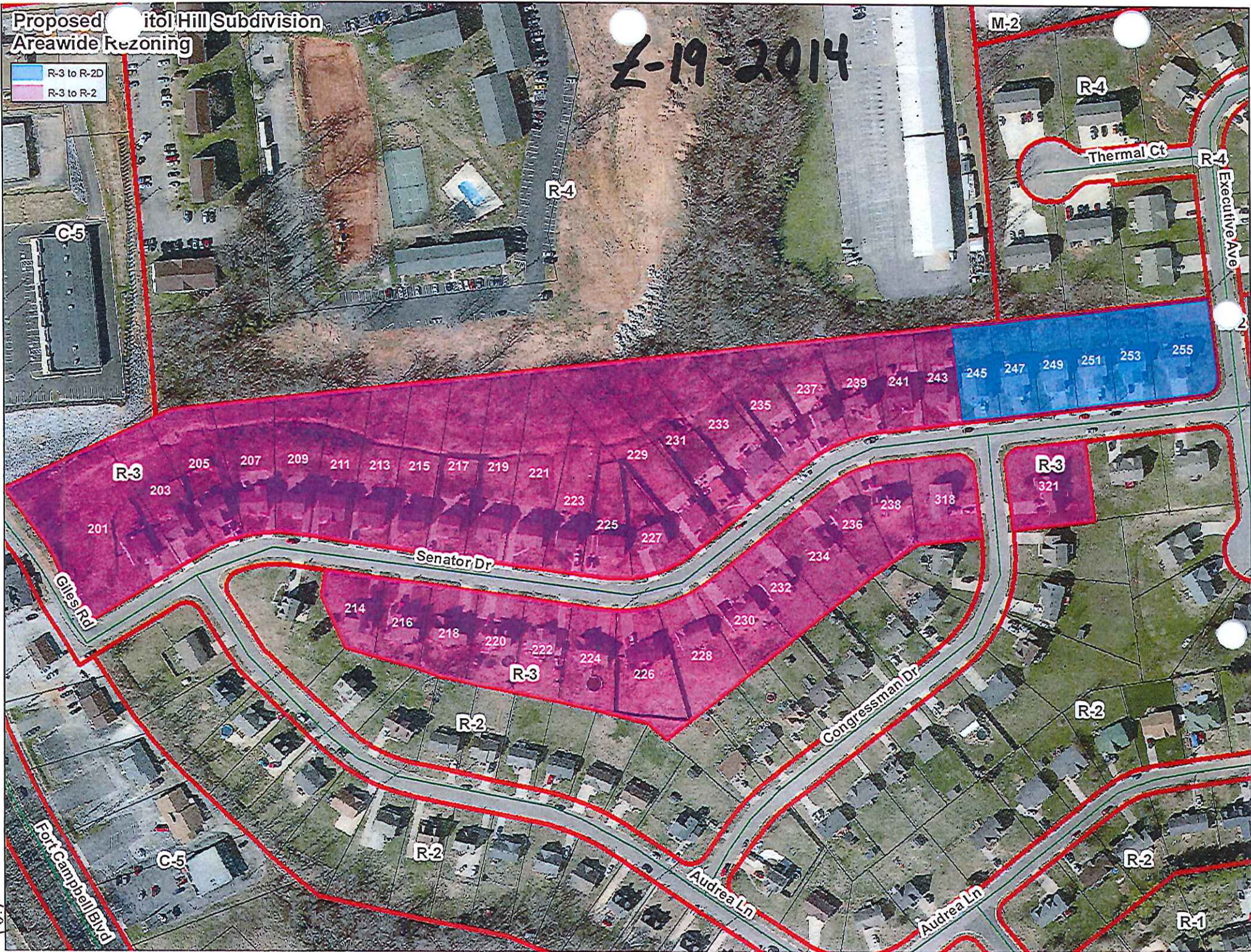
1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. No adverse environmental issues were identified relative to this request.
4. Proposed area wide rezoning protects property investments for both the short-term and long-term by verifying that conforming use fall under the correct zoning classification.
- 5.



Proposed **itol Hill Subdivision**  
Areawide Rezoning

- R-3 to R-2D
- R-3 to R-2

£-19-2014





CASE NUMBER: Z 19 2014

MEETING DATE 5/28/2014

APPLICANT: Regional Planning

Commission ( Capitol Hill )

PRESENT ZONING R-3

PROPOSED ZONING R-2

TAX PLAT # See Attached Map

PARCEL

GEN. LOCATION Parcels fronting on the north and south of Senator Dr. in Capitol Hill Subdivision.

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**PUBLIC COMMENTS**

None received as of 11:00 a.m. on 5/28/2014 (jhb).

ORDINANCE 32-2014-15

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF TODD MORRIS CONSTRUCTION, INC., FOR ZONE CHANGE ON PROPERTY AT RINGGOLD ROAD AND TIMBERLINE WAY

*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-4 Multiple Family Residential District, as R-2 Single Family Residential District.

*PUBLIC HEARING:* December 4, 2014  
*FIRST READING:* December 4, 2014  
*SECOND READING:*  
*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point in the east property line of lot 175 of Northpark Section 7, as recorded in Plat Book 14, Page 136 ROMCT, lying North 87 degrees 55 minutes 33 seconds East for 139.78 feet from the intersection of the centerline of said Grassmire Drive and Northwind Drive; Thence along east boundary of Section 7, North 44 degrees 12 minutes 24 seconds West for 164.24 feet to the north corner of lot 174 of Section 7, also being the southeast corner of Reserved Parcel "C" of Northpark Section 1 Replat as recorded in Plat Book 12, page 52 ROMCT; Thence along the east boundary of Section 1, North 17 degrees 50 minutes 16 seconds West for a distance of 191.94 feet to a point, being the northwest corner of herein described parcel; Thence leaving Section 1 on a new severance line, North 88 degrees 42 minutes 29 seconds East for 475.74 feet to a point, lying in the west property line of the Greater Missionary Baptist Church property as recorded in ORV 802, Page 2156 ROMCT; Thence along Church west property line, South 00 degrees 53 minutes 23 seconds East for 104.81 feet to a point; Thence continuing along Church property, South 37 degrees 11 minutes 23 seconds East for 23.98 feet to the north corner of Lot 183 of Northpark Section 7; Thence leaving church property along the boundary of Section 7 for the next 4 calls: South 20 degrees 51 minutes 33 seconds West for 280.65 feet; South 20 degrees 56 minutes 11 seconds West for 76.62 feet; South 20 degrees 48 minutes 21 seconds West for 72.01 feet; South 20 degrees 43 minutes 46 seconds West for 23.84 feet, being the south corner of herein described parcel; North 89 degrees 54 minutes 19 seconds West for 29.65 feet; North 28 degrees 23 minutes 42 seconds West for 47.57 feet; North 28 degrees 21 minutes 09 seconds West for 220.73 feet to the point of beginning. Said tract containing 3.57 acres, more or less. (Tax Map 30 parcel 35.02 p/o)

ORDINANCE 33-2014-15

AN ORDINANCE AMENDING THE OFFICIAL CODE AND THE ZONING ORDINANCE OF THE CITY OF CLARKSVILLE

*BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE THAT THE FOLLOWING AMENDMENTS ARE HEREBY MADE TO THE CLARKSVILLE CITY ZONING ORDINANCE:*

1. Under Chapter 3 “Zone Districts, Use Tables”, Section 4 “Land Use Tables”, Subsection 4 “Agricultural Uses”, within Table 3.1, Row “Agricultural Uses (Customary)”, is hereby amended by adding “A” for Accessory within the following zoning classification:

“R-6”

2. Under Chapter 3 “Zone Districts, Use Tables”, Section 4 “Land Use Tables”, Subsection 8 “Institutional Uses”, within Table 3.12, Row “Religious Institutions”, is hereby amended by removing Permitted on Review “PR” in its entirety, within the following zoning classifications:

“MHP and M2”

3. Under Chapter 3 “Zone Districts, Use Tables”, Section 4 “Land Use Tables”, Subsection 11 “Recreation and Entertainment Uses”, within Table 3.14, Row “Greenway”, is hereby amended by adding “P” for Permitted within the following zoning classification:

“R-6”

4. Under Chapter 3 “Zone Districts, Use Tables”, Section 4 “Land Use Tables”, Subsection 14 “Utility Uses”, within Table 3.18, Row “Solar Panels”, is hereby amended by adding “A” for Accessory within the following zoning classification:

“R-6”

5. Under Chapter 3 “Zone Districts, Use Tables”, Section 4 “Land Use Tables”, Subsection 14 “Utility Uses”, within Table 3.18, Row “Water/Sewer Pump Station”, is hereby amended by adding “P” for Permitted within the following zoning classification:

“R-6”

6. Under Chapter 3 “Zone Districts, Use Tables”, Section 4 “Land Use Tables”, Subsection 14 “Utility Uses”, within Table 3.18, Row “Windmills”, is hereby amended by adding “A” for Accessory within the following zoning classification:

“R-6”

7. Under Chapter 4 “District Bulk Regulations and Explanation”, within Table 4.3 “Single, Two, Three and Multi-Family Residential”, Column “R-3”, Row “Dwelling and Accessories Thereto”, is hereby amended by deleting the number “15,000” and substituting instead “12,000”.
8. Under Chapter 4 “District Bulk Regulations and Explanation”, within Table 4.4 “Mobile Homes”, Column “RM-1”, Row “Site Plan Required”, is hereby amended by deleting the word “yes” and substituting instead “no”.
9. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 1 “Standards for Uses Permitted with Conditions (PC)”, Subsection 4 “Medical Uses Permitted with Conditions (PC)”, Paragraph 1 “Medical Lab” is hereby amended by deleting in its entirety and substituting instead the following:
  - “1. Only diagnostic and medical laboratories or research facilities that perform studies and/or research on non-toxic or non-combustible materials are permitted.”
10. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 2, “Procedure and Standards for Uses Permitted on Review (PR)”, Subsection 5 “Standards for Institutional Uses Permitted on Review (PR)”, is hereby amended by adding the following language to “Religious Institution:” following “1.”
  - “2. Hours of operation shall be determined and approved by the Board of Zoning Appeals.
  3. All activities and/or accessory uses shall be specified by the applicant and approved by Board of Zoning Appeals.

4. Adequate parking shall be provided on-site and the parking shall be designed and be of such size that no vehicle is required to back into a public street to obtain egress/ingress.”
11. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 3 “Standards for Accessory Uses (A)”, Subsection 3 “Educational Accessory Uses (A)”, is hereby amended by adding “Fraternity/Sorority Houses” following “Fraternal Organizations” as follows:

**“Fraternity/Sorority Houses:**

1. This use shall be accessory to a college or university.”
12. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 10 “Site Plan Requirements”, Subsection 3 “Content”, is hereby amended by adding a new Paragraph “KK” as follows:

“KK. Each lot, utilizing a Development Directory Sign, shall be allowed one (1) additional “on-premise low profile sign” per street frontage to identify the business and must be oriented to said street. No other off building signs shall be allowed.”

13. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 10 “Site Plan Requirements”, Subsection 3 “Content”, is hereby amended by adding a new Paragraph “LL” as follows:

“LL. For developments utilizing travel easements, as approved through the Clarksville/Montgomery County Subdivision Regulations, shall not receive a certificate of occupancy from the City Building and Codes Department until Exhibit A-1 (road and sidewalks) and/or Exhibit A-2 (drainage), of the Subdivision Regulations, have been received and accepted by the Regional Planning Commission.”

14. Under Chapter 6 “Parking, Loading and Access”, Subsection 1 “Off-Street Parking Requirements”, within “Table of Parking Spaces Required”, under column “Parking Spaces Required”, Row “Self Service Storage Facilities” is hereby amended by deleting in its entirety and substituting the following:

“One (1) space per employee on the maximum shift, plus one (1) space per forty (40) storage units.”



15. Under Chapter 6 “Parking, Loading and Access”, Subsection 1 “Off-Street Parking Requirements”, within “Table of Parking Spaces Required”, under “Uses” and “Parking Spaces Required”, Row “Banks, business, travel agencies, or professional office” is hereby amended by deleting in its entirety and substituting the following in alphabetical order:

<b>USES</b>	<b>PARKING SPACES REQUIRED</b>
Banks and Financial Institutions	Four (4) spaces per one-thousand (1,000) of gross floor area

16. Under Chapter 6 “Parking, Loading and Access”, Subsection 1 “Off-Street Parking Requirements”, within “Table of Parking Spaces Required”, under “Uses” and “Parking Spaces Required”, Row “Medical, dental, veterinary clinics/offices, health spas and similar uses, exclusive of outpatient clinics attached or on the same site as a hospital” is hereby amended by deleting in its entirety and substituting the following in alphabetical order:

<b>USES</b>	<b>PARKING SPACES REQUIRED</b>
Medical and Dental Offices	Five (5) spaces per one-thousand (1,000) of gross floor area

17. Under Chapter 6, “Parking, Loading and Access”, Subsection 1 “Off-Street Parking Requirements”, within “Table of Parking Spaces Required”, is hereby amended by adding the following under “Uses” and “Parking Spaces Required” in alphabetical order:

<b>USES</b>	<b>PARKING SPACES REQUIRED</b>
General & Professional Office (except medical)	Three (3) spaces per one-thousand (1,000) of gross floor area

18. Under Chapter 6, “Parking, Loading and Access”, Subsection 1 “Off-Street Parking Requirements”, within “Table of Parking Spaces Required” is hereby amended by adding the following under “Uses” and “Parking Spaces Required” in alphabetical order:

<b>USES</b>	<b>PARKING SPACES REQUIRED</b>
Health Club	Six (6) spaces per one-thousand (1,000) of gross floor area

19. Under Chapter 6, “Parking, Loading and Access”, Subsection 1 “Off-Street Parking Requirements”, within “Table of Parking Spaces Required” is hereby amended by adding the following under “Uses” and “Parking Spaces Required” in alphabetical order:

<b>USES</b>	<b>PARKING SPACES REQUIRED</b>
Supermarkets	Four (4) spaces per one-thousand (1,000) of gross floor area

20. Under Chapter 6, “Parking, Loading and Access”, Section 3 “Off-Street Loading and Unloading Requirements”, Subsection 1.A., is hereby amended by deleting in its entirety and substituting instead the following:

“A. A building whose dominant use is handling and selling goods at retail shall provide off-street loading and unloading space for buildings as follows:

**TABLE FOR OFF-STREET LOADING AND UNLOADING PARKING SPACES**

<b>SQUARE FOOTAGE</b>	<b>PARKING SPACE FOR LOADING AND UNLOADING</b>
3,000 – 25,000 square feet	One (1) space
25,001 – 90,000 square feet	Two (2) spaces
90,001 – 155,000 square feet	Three (3) spaces
155,001 – 240,000 square feet	Four (4) spaces
240,001 – 325,000 square feet	Five (5) spaces
325,001 – 410,000 square feet	Six (6) spaces
410,001 – 500,000 square feet	Seven (7) spaces
Each 100,000 over 500,000	Seven (7) spaces plus one (1) space per 100,000 square feet over 500,000

21. Under Chapter 6, “Parking, Loading and Access”, Section 1 “Off-Street Parking Requirements”, Subsection 2 “Application of standards”, is hereby amended by adding the following new item, following item “K”:

**“L. Drive-through facilities.** One (1) by-pass lane shall be provided for circulation around the drive-through lane (including the drive-through window) or an approved alternative.

**M. Queuing requirements for drive-through facilities.** The minimum number of queue spaces, including the vehicle being serviced, shall be provided according to the following table. Each queue space shall be a minimum of twenty (20) feet in length. Unless otherwise indicated in the table below, queuing shall be measured from the point of ultimate service to the end of the queuing lane. Each queue lane shall be clearly defined and designed so as not to conflict or interfere with other traffic using the site. Queuing vehicles shall not stand within a public street or alley rights-of-way.

#### **QUEUING REQUIREMENTS FOR DRIVE-THROUGH FACILITIES**

<b>LAND USE</b>	<b>MINIMUM NUMBER OF QUEUE (DRIVE-TROUGH) SPACES</b>
Bank Teller Lane	Five (5) spaces
ATM	Three (3) spaces
Restaurant, drive-through	Five (5) spaces
Car Wash (full service)	Five (5) spaces
Car Wash (self service)	Three (3) spaces
Car Wash (automobile convenience)	Three (3) spaces
Automotive service oil change station	Three (3) spaces
Retail	Four (4) spaces
Automotive service, gasoline pump island	Thirty (30) feet away from any driveway ramp

22.Under Chapter 7 “Landscape, Buffering and Screening Requirements”, Section 12 “Landscape Buffer Yard Requirements”, “Table 7.3” is hereby amended by deleting Table 7.3 in its entirety and substituting instead the following:

<b>BUFFER YARD MATRIX</b>									
<b>ABUTTING ZONING DISTRICTS</b>		<b>ZONING DISTRICT PROVIDING BUFFER YARD</b>							
		AG, E-1, R-1, R-1A, R-2, R-2A, R-6 & RM-1	R-2D, R-3, R-4 & R-5	PUD, MLUD, & MHP	IC, O-1, & OP	C-1	AGC, C-2, C-3, C-4 & C-5	CBD	M-1 & M-2
	AG, E-1, R-1, R-1A, R-2, R-2A, R-6 & RM-1	N/A	B	A	B	C	C	B	D
	R-2D, R-3, R-4 & R-5	N/A	N/A	A	B	B	C	B	D
	PUD, MLUD, & MHP	N/A	A	N/A	B	B	C	B	D
	IC, O-1, & OP	N/A	A	A	N/A	A	B	N/A	C
	C-1	N/A	A	A	N/A	N/A	N/A	N/A	B
	AGC, C-2, C-3, C-4, & C-5	N/A	B	C	N/A	N/A	N/A	N/A	B
	CBD	N/A	A	A	N/A	B*	B*	N/A	B
	M-1 & M-2	N/A	D	A	A	N/A	N/A	N/A	N/A
*EXCEPT FOR RESIDENTIAL USES									

Table 7.3

23. Under Chapter 8 “Sign Regulations”, Section 2 “Regulations Applying to All Districts”, Subsection 15.B “Off Premise Advertising Structures”, is hereby amended by deleting from the first sentence the number “16.A.” of the subsection and substituting in its place the following number “15.A.”.

24. Under Chapter 9 “Overlay District”, Section 2 “Floodway Overlay District”, Subsection 2 “Application”, Paragraph B, is hereby amended by deleting in its entirety and substituting instead the following:

“B. The Areas of Special Flood Hazard identified on the City of Clarksville, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47125CO063D & including panels: 88D,

201D, 202D, 204D 206D, 207D, 208D, 209D 215D, 216D, 217D, 220D, 226D, 227D,228D,229D, 235D, 236D, 237D, 238D, 239D, 241D, 242D, 243D, 244D, 261D, 262D, 263D,264D, 335D, 351D, 352D, 356D, 357D & 380D, dated March 18, 2008, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.”

25. Under Chapter 9 “Overlay Districts”, Section 4 “Madison Street Corridor Urban Design Overlay District, Subsection 2 “Design Standards and Guidelines”, Table 9.1 “Building Standards By Subdistricts”, “NOTES:” is hereby amended by adding the following language after “(c)”:

“(d) Variance request from this table shall be by the authority of the Madison Street Design Review Committee.”

26. Under Chapter 9 “Overlay Districts”, Section 4 “Madison Street Corridor Urban Design Overlay District”, Subsection 2 “Design Standards and Guidelines”, Paragraph E “Sign Design Standards and Guidelines”, Subparagraph 2.1 “Flags and Flagpoles”, is hereby amended by deleting 2.1.1 in its entirety and substituting instead the following:

**FLAG AND FLAG POLE DESIGN GUIDELINES**

<b>FLAG POLE HEIGHT</b>	<b>FACE SIZE OF FLAG</b>
20 – 30 feet in height	4’ x 6’ Flag
30 – 40 feet in height	5’ x 8’ Flag
40 – 50 feet in height	6’ x 10’ Flag

27. Under Chapter 9 “Overlay Districts”, Section 4 “Madison Street Corridor Urban Design Overlay District”, Subsection 2 “Design Standards and Guidelines”, Paragraph E “Sign Design Standards and Guidelines”, Subparagraph 2.1 “Flags and Flagpoles”, is hereby amended by deleting 2.1.4 in its entirety.

28. Under Chapter 11 “Administration and Enforcement”, Section 11 “Amendments Affecting The Same Parcel Of Land”, is hereby amended by deleting in its entirety and substituting the following:

“Unless a previously allowed zoning amendment by the City Council, no action shall be initiated for a zoning amendment affecting the same parcel of land more often than once every twelve (12) months; provided, however, by resolution approved by a  $\frac{3}{4}$  majority of members present of the City Council, that the action may be initiated at any time.”

29. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 4 “Standards and Procedures for Mixed Land Use Districts (MLUD)”, Subsection 7 “Failure to Begin MLUD” is hereby amended by deleting from the first sentence the number “two (2)” of the subsection and substituting in its place the following number “three (3)”.
30. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 5 “Standards and Procedures for Planned Unit Development (PUD)”, Subsection J “Failure to begin planning development”, Paragraph I, is hereby amended by deleting from the first sentence “one year” of the paragraph and substituting in its place the following “three (3) years”.

*PUBLIC HEARING:* December 4, 2014

*FIRST READING:* December 4, 2014

*SECOND READING:*

*EFFECTIVE DATE*





**CLARKSVILLE CITY COUNCIL  
REGULAR SESSION  
DECEMBER 4, 2014  
MINUTES**

**PUBLIC COMMENTS**

Prior to the meeting, Wayne Ridenhour thanked David Shepard, Director of Streets, for installing lights at the entrance of Woodstock Subdivision and for grading and seeding the drainage areas.

**CALL TO ORDER**

The regular session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, December 4, 2014, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilwoman Kaye Jones; the Pledge of Allegiance was led by Councilman Kip McNeill.

**ATTENDANCE**

**PRESENT:** Kip McNeill (1), Deanna McLaughlin (2), James Lewis, Mayor Pro Tem (3), Wallace Redd (4), Valerie Guzman (5), Marc Harris (6), Geno Grubbs (7), David Allen (8), Joel Wallace (9), Bill Summers (10), Kaye Jones (11), Jeff Burkhart (12)

**ZONING PUBLIC HEARING**

Councilman Grubbs made a motion to conduct a public hearing to receive comments regarding requests for zone change and zoning amendments. The motion was seconded by Councilman Harris. A voice vote was taken; the motion passed without objection.

Dr. David Ripple, Director of the Regional Planning Commission, reviewed each request and stated recommendations from the RPC Staff and Commission.

**ORDINANCE 31-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Un Chu Jenkins and David Merrill for zone change on property at Tiny Town Road and Tobacco Road from R-2 Single Family Residential District and R-1A Single Family Residential to C-1 Neighborhood Commercial District [originally C-2]

The original request for C-2 General Commercial District was changed to C-1 Neighborhood Commercial District.

The applicant's husband (name inaudible) said they intended to build a mini-mall to house a hair and nail salon. He stated a privacy fence had already been installed on the property. Herman Gorum and Gavin Alton objected to additional commercial activity in the neighborhood and said traffic problems would result and property values would decrease if this request were approved.

**ORDINANCE 32-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Todd Morris Construction, Inc., for zone change on property Ringgold Road and Timberline Way from R-4 Multiple Family Residential District to R-2 Single Family Residential District

No one was present to express support for this request. Darin Devon asked for a one month deferral to allow the North Park Homeowners Association to review potential affects if the request were approved.

**ORDINANCE 33-2014-15** (First Reading) Amending the Official Code and the Zoning Ordinance relative to various amendments

No one was present to express support for or opposition to this amendment.

Councilman Grubbs made a motion to revert to regular session. The motion was seconded by Councilman Lewis. A voice vote was taken; the motion passed without objection.

#### ADOPTION OF ZONING

**ORDINANCE 27-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Claudell B. Wootton Revocable Living Trust, Wayne P. Wilkinson-Agent, for zone change on property at Warfield Boulevard and Bellamy Lane from O-1 Office District to C-2 General Commercial District

The public hearing for this request was held November 6, 2014; first reading for this request was postponed November 6, 2014. Councilman Grubbs made a

motion to adopt this ordinance on first reading. The motion was seconded by Councilman Redd.

Councilwoman Jones, Councilman Allen, and Councilman Burkhardt expressed concern for increased traffic congestion if the property were rezoned to commercial. The following vote was recorded:

AYE: Grubbs, Lewis, Redd

NAY: Allen, Burkhardt, Guzman, Harris, Jones, McLaughlin, McNeill, Summers, Wallace

The motion to adopt this ordinance on first reading failed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 31-2014-15**. 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: Burkhardt, Grubbs, Redd, Wallace

NAY: Allen, Guzman, Harris, Jones, Lewis, McLaughlin, McNeill, Summers

The motion to adopt this ordinance on first reading failed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 32-2014-15**. 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: Allen, Burkhardt, Grubbs, Guzman, Harris, Jones, Lewis, McLaughlin, McNeill, Redd, Summers, Wallace

The motion to adopt this ordinance on first reading passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 33-2014-15**. 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: Allen, Burkhardt, Grubbs, Guzman, Harris, Jones, Lewis, McLaughlin, McNeill, Redd, Summers, 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 24-2014-15** (Second Reading) Amending the Official Code relative to internal auditing
2. **ORDINANCE 26-2014-15** (Second Reading) Rescheduling the January 2015 regular meeting of the City Council
3. **ORDINANCE 28-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Huneycutt Properties, L.P., for zone change on property at Evans Road and Timber Ridge Drive from RM-1 Single Family Mobile Home Residential District to R-2D Two Family Residential District
4. **ORDINANCE 29-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of the Regional Planning Commission for zone change on property at Riverside Drive/Highway 48-13/ College Street from M-1 Light Industrial District to C-2 General Commercial District
5. Approval of Board Appointment:  
  
Ethics Commission: Jimmy Terry – December 2014 through June 2015
6. Adoption of Minutes: November 6, November 17, November 19, November 20

Councilman Burkhart made a motion to adopt the Consent Agenda as presented. The motion was seconded by Councilwoman McLaughlin. The following vote was recorded:

AYE: Allen, Burkhart, Grubbs, Guzman, Harris, Jones, Lewis, McLaughlin, McNeill, Redd, Summers, Wallace

The motion to adopt the Consent Agenda as presented passed.

## COMMUNITY DEVELOPMENT COMMITTEE

*David Allen, Chair*

Councilman Allen said the Office of Housing & Community Development would host a Community Development Block Grant subrecipient workshop on December 17<sup>th</sup>.

#### FINANCE COMMITTEE

*Joel Wallace, Chair*

No report.

#### GAS & WATER COMMITTEE

*Jeff Burkhart, Chair*

Councilman Burkhart said service from the gas line from Kentucky may be available sooner than originally projected.

#### PARKS, RECREATION, GENERAL SERVICES

*Wallace Redd, Chair*

Councilman Redd announced the Parks & Recreation Department received a “4-Star Award for Excellence in Athletics and Programming” from the Tennessee Recreation and Parks Association for the second annual Clarksville Sports Festival held in August.

#### PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire, Police)

*Geno Grubbs, Chair*

Councilman Grubbs congratulated and thanked the Clarksville Police Department for quickly apprehending both suspects in two separate bank robberies which occurred earlier this day.

Councilman Grubbs reported the following November department statistics: Police – 12,653 calls; Fire & Rescue – 908 emergency responses; Building & Codes Construction Division – 1,454 inspections; Building & Codes Enforcement Division – 82 cases; Building & Codes Abatement Program – 47 work orders; Building & Codes – 45 single-family building permits.

Councilman Grubbs announced that ten new fire fighters would be hired the following day.

#### STREET COMMITTEE

*James Lewis, Chair*

Councilman Lewis reported 150 work orders completed by the Street Department during November.

## TRANSPORTATION COMMITTEE

*Marc Harris, Chair*

Councilman Harris reported 241 work orders were completed by the City Garage during November with unleaded fuel at an average cost of \$2.50 per gallon and diesel fuel at an average cost of \$2.95 per gallon.

Councilman Harris said Clarksville Transit System transported 56,467 passengers and the Nashville-Clarksville Commuter Service transported 4,335 passengers during November.

Councilman Harris announced that CTS Employee Delwin Guess placed second in the recent State of Tennessee Bus Rodeo.

## MAYOR AND STAFF REPORTS

Mayor McMillan welcomed members of the 2015 Leadership Clarksville who were in the audience.

Mayor McMillan distributed a copy of the Report of Debt Obligation as required by state law following authorization of the \$30,000,000 loan agreement for water and wastewater system improvements.

Mayor McMillan acknowledge and thanked retiring Purchasing Supervisor Robert Bryant for his years of service with the City of Clarksville.

## ADJOURNMENT

The meeting was adjourned at 7:47 p.m.





**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
DECEMBER 4, 2014**

**MINUTES**

**CALL TO ORDER**

A special session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, December 4, at 7:48 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilwoman Kaye Jones; the Pledge of Allegiance was led by Councilman Kip McNeill.

**ATTENDANCE**

**PRESENT:** Kip McNeill (1), Deanna McLaughlin (2), James Lewis, Mayor Pro Tem (3), Wallace Redd (4), Valerie Guzman (5), Marc Harris (6), Geno Grubbs (7), David Allen (8), Joel Wallace (9), Bill Summers (10), Kaye Jones (11), Jeff Burkhart (12)

**CDE REFUNDING BONDS**

**RESOLUTION 18-2014-15** Authorizing issuance and sale of electric system revenue refunding bonds

Councilman Wallace made a motion to adopt this resolution. The motion was seconded by Councilman Lewis. Councilman Wallace said the Finance Committee voted to recommend approval of this resolution in a special meeting held prior to this regular session. Clarksville Department of Electricity General Manager Brian Taylor said market conditions were favorable for refunding the 2007 bonds which would save approximately \$3,800,000. The following vote was recorded:

AYE: Allen, Burkhart, Grubbs, Guzman, Harris, Jones, Lewis, McLaughlin, McNeill, Redd, Summers, Wallace

The motion to adopt this resolution passed.

## FIRE STATION 12 BUDGET AMENDMENT

**ORDINANCE 34-2014-15** (First Reading) Amending the FY15 City General Capital Projects Budget to increase funding for Fire Station 12

Councilman Wallace made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Harris. Councilman Wallace said the Finance Committee recommended approval of this ordinance during the special meeting held prior to the regular session on this date. Fire Chief Mike Roberts said the lowest of four bids was \$1,456,000. Project Manager Hatem Shah recommended budgeting a total of \$1,800,000 which would include contingencies and half the cost of site preparation. In response to Councilman Burkhardt's question, Chief Roberts said Montgomery County hired the architect on this project. Chief Roberts noted the differences between the proposed Fire Station 12 and existing Stations 7 and 9 and shared information regarding stations constructed by other cities. The following vote was recorded:

AYE: Allen, Grubbs, Guzman, Harris, Jones, Lewis, McLaughlin, McNeill, Redd, Summers, Wallace

NAY: Burkhardt

The motion to adopt this ordinance on first reading passed.

## ADJOURNMENT

The meeting was adjourned at 7:58 p.m.



**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
DECEMBER 8, 2014, 4:30 P.M.**

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

**AGENDA**

**CALL TO ORDER**

A special session of the Clarksville City Council was called to order by Mayor Kim McMillan on Monday, December 8, 2014, at 4:30 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilman Jeff Burkhardt; the Pledge of Allegiance was led by Councilman James Lewis.

**ATTENDANCE**

**PRESENT:** Kip McNeill (1), Deanna McLaughlin (2), James Lewis, Mayor Pro Tem (3), Wallace Redd (4), Valerie Guzman (5), Marc Harris (6), Geno Grubbs (7), Joel Wallace (9), Bill Summers (10), Kaye Jones (11), Jeff Burkhardt (12)

**ABSENT:** David Allen (8)

**CAPITAL PROJECTS BUDGET AMENDMENT**

**ORDINANCE 34-2014-15** (Second Reading) Amending the FY15 City General Capital Projects Budget to increase funding for Fire Station 12

Councilman Harris made a motion to adopt this ordinance on second reading. The motion was seconded by Councilman Grubbs. The following vote was recorded:

**AYE:** Grubbs, Guzman, Harris, Jones, Lewis, McLaughlin, McNeill, Redd, Summers, Wallace

**NAY:** Burkhardt

The motion to adopt this ordinance on second reading passed.

## MAYOR'S COMMENTS

Mayor McMillan congratulated Councilwoman McLaughlin and Councilman Grubbs for their recent re-election to the City Council. She extended best wishes to outgoing members Councilman McNeill, Councilman Harris, Councilman Summers, and Councilwoman Jones and thanked them for their service to the City of Clarksville.

## ADJOURNMENT

The meeting adjourned at 4:38 p.m.

ORDINANCE 35-2014-15

AN ORDINANCE AMENDING THE 2014-15 GENERAL FUND BUDGET (ORDINANCE 81-2013-14) AUTHORIZING THE CITY OF CLARKSVILLE TO ACCEPT A COPS GRANT AWARD FOR FOURTEEN (14) POLICE OFFICERS AND MODIFY THE POLICE DEPARTMENT BUDGET DURING FY15 TO ALLOW THE HIRING OF THESE POLICE OFFICERS

*WHEREAS,* the City of Clarksville been awarded a U.S. Dept. of Justice Office of Community Oriented Policing Services (COPS) grant for the hiring of fourteen (14) Police Officers, and;

*WHEREAS,* the grant will fund 75% of the salaries and benefits for three (3) years, and;

*WHEREAS,* the local funding needed during the 2015 fiscal year will be provided from normal operational turnover within the budget of the Police Dept., and;

*WHEREAS,* the revenue budget will need to be amended to recognize the grant revenue anticipated and the expenditure budget of the Police Dept. will need to be amended to allow for the hiring of these Police Officers during the 2015 fiscal year.

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

That the following General Fund amendments be made:

10421001 4111 PD063	Police Dept. Salaries	Increase:	\$ 147,282
10421001 4211 PD063	Police Dept. Health Ins.	Increase:	\$ 30,000
10421001 4212 PD063	Police Dept. Dental Ins.	Increase:	1,294
10421001 4213 PD063	Police Dept. Life Ins.	Increase:	242
10421001 4214 PD063	Police Dept. Disability	Increase:	633
10421001 4221 PD063	Police Dept. Soc.Sec.	Increase:	11,267
10421001 4231 PD063	Police Dept. TCRS	Increase:	2,836
100330 33110 PD063	Federal Grant Revenue	Increase:	193,554

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

ORDINANCE 36-2014-15

AN ORDINANCE WAIVING CREDIT CARD COLLECTION FEES FOR VARIOUS DEPARTMENTS OF THE CITY

*WHEREAS,* In accordance with Title 9, Chapter 1, Section 108 (2014) of Tennessee Code Annotated the City of Clarksville is provided with the ability to receive payment by credit card or debit card.

*WHEREAS,* TCA 9-1-108 currently states any municipal entity collecting payment by credit/debit card “shall” set and collect a processing fee. Also, provided for is a waiver of the processing fee by the governing body.

*WHEREAS,* Under certain situations, generally where a consumer is paying for a service, the costs associated with credit/debit card acceptance is included as a normal cost of operations. A waiver to collect processing fees is required. The following Departments accept credit cards and do not charge processing/transaction fees:

- Clarksville Gas & Water – waive all credit/debit card processing fees.
- Parking Authority – waive credit/debit card processing fees for remote payment of parking metered time.
- Parks & Recreation – waive all credit/debit card processing fees.
- Golf Courses – waive all credit/debit card processing fees.
- Clarksville Department of Electric – waive all credit/debit card processing fees when paid in person at CDE offices.

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

The City waives the requirement to collect credit/debit card processing fees for user fees, charges and fines as defined above for the following City Departments: CGW, Parking Authority, Parks & Recreation, Golf Courses, and CDE.

*BE IT FURTHER ORDAINED:*

This waiver in no way prohibits a City Department from changing their credit card acceptance model to include credit/debit card processing fees.

This waiver of collecting credit/debit card processing fees is effective immediately upon passage and only for transactions directly related to CGW, CDE, Parking Authority, Parks & Recreation and golf courses as outlined above.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*



RESOLUTION 19-2014-15

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH FORT CAMPBELL FIRE-EMERGENCY FOR USE OF CITY OF CLARKSVILLE PUBLIC SAFETY RADIO SYSTEM

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

That the Clarksville City Council hereby authorizes a Memorandum of Understanding with Fort Campbell Fire-Emergency for use of the City of Clarksville Public Safety Radio System, attached hereto as Exhibit A.

*ADOPTED:*

EXHIBIT A

## Memorandum of Understanding

1. This memorandum of understanding (hereafter referred to as **MOU**) shall be submitted by **Fort Campbell Fire – Emergency Services** (hereafter referred to as **USER AGENCY**) representing a public safety agency indicating compliance and agreement with the City of Clarksville Fire Rescue for the use of the City of Clarksville Public Safety Radio System to have interoperability capability to use Clarksville Fire Rescue channels. By virtue of signing and submitting this MOU, **USER AGENCY** affirms its willingness to comply with the proper operations of the Clarksville Fire Rescue radio policies and procedures.
2. The **USER AGENCY** shall abide by the conditions of this MOU, which are as follows:
  - a. To operate by all applicable Federal, State, County, and City laws/ordinances.
  - b. To utilize "Plain Language" for all transmissions.
  - c. To mitigate contention for channels by exercising the Priority Levels identified in this MOU.
  - d. To share channels between all qualified public safety entities without respect to discipline and not monopolize the use of any channels.
  - e. That information programmed into **USER AGENCY** radios are **NOT** to be shared with any/all public safety agencies without the approval of City of Clarksville Fire Rescue and signed MOU between those agencies and City of Clarksville
  - f. That information programmed into **USER AGENCY** radios are **NOT** to be shared with any radio vendor(s) without the approval of City of Clarksville Fire Rescue
  - g. All programming of **USER AGENCY** radios must be performed either by City of Clarksville Fire Rescue or Wireless Plus.
  - h. NO patching of **USER AGENCY** radio systems into City of Clarksville Public Safety Radio System is permitted
3. The complete list of definitions of channels is attached and incorporated as Exhibit A.
4. The **User Agency** will use these designated channels with   5   users (number of mobile   3   / portable   2   units)
5. Priority Levels:
  - a. Emergency or urgent operation involving imminent danger to life or property;
  - b. 2. Special event control, generally of a preplanned nature (including Task Force operations)
  - c. 3. Joint training evolutions
6. To resolve contention within the same priority, assuming all radio equipment is exercising the lowest output and effective radiated power level practicable, the channel should go to the organization with the wider span of control/authority. This shall be determined by the City of Clarksville Fire Rescue or by the highest level of authority/government identified in the contention.

7. For clarification purposes, and as an aid to facilitate inter-agency on-scene communications, any fixed base or mobile relay stations utilized for temporary locations shall be reported to City of Clarksville Fire Rescue prior to using the City of Clarksville Public Safety Radio System.
8. Any violation of this MOU shall be addressed immediately. The first level of resolution shall be between the parties involved, and escalation to the next level of authority for each agency.
9. By signing this MOU, you certify that:
  - a. 1. These channels do not qualify for use by USER AGENCY for their secondary communications purposes
  - b. 2. User agency's radio equipment is FCC Type Accept for the narrow band radio channels, if you utilize them;
  - c. 3. User agency will use the Channel Names as described in Exhibit A;
  - d. 4. User agency will use these channels for mutual aid / interoperability purposes only – no dispatching;
  - e. 5. The MOU is only good for operation of mobile and portable radios
  - f. 6. User agency will abide by the Policies & Procedures prescribed by the City of Clarksville Fire Rescue, as may be amended from time to time.

---

City of Clarksville Fire Rescue / Chief Mike Roberts

Date

---

Fort Campbell Fire – Emergency Services / Chief Kevin Baylor

Date

## EXHIBIT A

### Definitions of Channels

Zone: **Fire Rescue**

Type: **Trunking**

<u>Name of Channels</u>	<u>Description / Purpose</u>
DISPATCH	Haling to Clarksville Fire Dispatch
F-TAC2	A designated channel for Operation/Incident Control with CFR
F-TAC3	A designated channel for Operation/Incident Control with CFR
F-TAC4	A designated channel for Operation/Incident Control with CFR
F-TAC5	A designated channel for Operation/Incident Control with CFR
F-TAC6	A designated channel for Operation/Incident Control with CFR
F-TAC7	A designated channel for Operation/Incident Control with CFR
HAZMAT1	A designated channel for Operation/Incident Control with CFR

Zone: **MA800**

Type: **Conventional**

“D” denotes “Direct” (car to car)

<u>Name of Channel</u>	<u>Description / Purpose</u>
8CALL90	Haling to Clarksville Fire Rescue & Police Dispatch
8CALL90 D	Haling to Clarksville Fire Rescue & Police Dispatch “direct”
8TAC91	Tactical / Operation Channel
8TAC91 D	Tactical / Operation Channel “direct”
8TAC92	Tactical / Operation Channel
8TAC92 D	Tactical / Operation Channel “direct”
8TAC93	Tactical / Operation Channel
8TAC93 D	Tactical / Operation Channel “direct”
8TAC94	Tactical / Operation Channel
8TAC94 D	Tactical / Operation Channel “direct”

ORDINANCE 38-2014-15

AN ORDINANCE AMENDING THE OFFICIAL CODE, TITLE 1 (ADMINISTRATION, OFFICERS, AND PERSONNEL), CHAPTER 9 (CITY COURT) RELATING TO ELECTRONIC TRAFFIC CITATION FEE

*WHEREAS,* the Official Code of the City of Clarksville allows for the issuance of electronic traffic citations; and

*WHEREAS,* *Tennessee Code Annotated § 55-10-207(e)* provides that the local legislative body of any municipality may, by majority vote, adopt a resolution or ordinance to authorize a municipal court clerk to charge and collect an electronic traffic citation fee of \$5.00 assessable as court costs for each traffic citation resulting in a conviction, and that same shall be paid by a defendant for any offense cited in an electronic traffic citation that results in a plea of guilty, nolo contendere, or a judgment of guilty; and

*WHEREAS,* the City Council has determined that it is appropriate to amend the Official Code of Ordinances of the City of Clarksville to permit the collection of an electronic traffic ticket citation fee.

*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 1, Administration, Officers, and Personnel, Chapter 9, City Court, is hereby amended by adding Section 1-909 relating to Electronic Traffic Citation Fees:

§ 1-909 Electronic Traffic Citation Fee.

(a) The City Court Clerk shall charge and collect an electronic traffic citation fee of \$5.00 assessable as court costs for each traffic citation resulting in a conviction, and same shall be paid by a defendant for any offense cited in an electronic traffic citation that results in a plea of guilty, nolo contendere, or a judgment of guilty. This fee shall be in addition to all other fees, taxes, costs, penalties, and charges, and shall be accounted for and used in accordance with Tennessee Code Annotated §55-10-207 and state law of general application, as may be amended from time to time.

(b) The provisions of this section shall terminate and expire automatically five (5) years from the date of adoption of the ordinance, as currently provided by Tennessee Code Annotated §55-10-207.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

## RESOLUTION 20-2014-15

### A RESOLUTION EXPRESSING SUPPORT FOR THE MAINTENANCE OF CURRENT TROOP LEVELS AT FORT CAMPBELL AND URGING CONGRESS TO OPPOSE ANY REDUCTIONS

- WHEREAS*, in June 2014, the U. S. Army Environmental Command issued a Supplemental Programmatic Environmental Assessment (SPEA) report stating that a reduction of 140,000 troops plus associated civilian reductions will be needed to achieve the savings required by the Budget Control Act of 2011 (Pub.L. 112-25) if sequester cuts to the defence budget are reinstated in 2016; and
- WHEREAS*, the impact to Fort Campbell would be devastating, as its total military population of 31, 092 would be reduced by 7,000 troops, representing twenty-two percent of the total service members stationed there, with a possible loss of more than 15,000 active duty troops by 2020; and
- WHEREAS*, the laragest employer in both Tennessee and Kentucky, Fort Campbell is the region's biggest economic driver, with an overall annual impact of \$4.4 billion; and
- WHEREAS*, the enactment of such drastic cuts to Fort Campbell would result in staggering fiscal consequences, with yearly income in the area expected to fall by 7.7 percent or \$986.6 million annually, with significant sales tax receipt losses of between \$7.4 million and \$11.6 million both Tennessee and Kentucky; and
- WHEREAS*, these projected cuts would cause a possible population loss of 58,590 individuals, closure of ten schools, and 16,500 empty dwellings in the Fort Campbell region, as private sector jobs would be lost in construction, real estate, and education, in addition to the military and civilian post-based jobs losses, forcing individuals and families to relocate to find employment; and
- WHEREAS*, with seventy percent of those working at Fort Campbell residing off post, reductions to troop levels will not only be catastrophic to the local housing market but deeply damaging to local property tax collections and local government services; and
- WHEREAS*, the impact to the Clarksville-Montgomery County School System would be dire, as the projected cuts would reduce enrollment by about 8,500 students and necessitate the closure of two high schools, two middle schools, and six elementary schools, plus the elimination of 1.147 jobs; and

*WHEREAS,* under such circumstances, Montgomery County would be paying millions of dollars for school buildings it no longer needs after issuing fifteen-year revenue bonds to construct additional schools annually to keep up with growth in recent years; and

*WHEREAS,* nearby Austin Peay State University, the fastest growing public university in the State of Tennessee, would also experience a heavy fiscal blow as 20% of the students at the institution are military-connected and have accounted for more than \$29 million in tuition and fee revenues over the past three years; and

*WHEREAS,* the value of Fort Campbell to the Department of the Army and the security of the United States is paramount as the post is not only one of the most deployed installations in the country, but also strategically geographically located to be accessible by rail, water, air, or land, allowing these well-trained troops to be ready to accommodate a variety of missions on short notice; and

*WHEREAS,* the City of Clarksville takes great pride in supporting our military men and women as they selflessly serve their fellow Americans in the United States Armed Forces, and is proud to stand by them in opposition to actions that would put our great nation at risk.

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

That we strongly support the maintenance of current troop levels at Fort Campbell and express our strong opposition to any effort to reduce the personal strength of the base and its operations.

*BE IT FURTHER RESOLVED* that we respectfully urge Congress to oppose any measure that would reduce current troop levels at Fort Campbell and ultimately harm the military readiness of the United States.

*BE IT FURTHER RESOLVED* that appropriate copies of this resolution be prepared and transmitted to the President of the United States Senate, the Speaker of the United States House of Representatives, and each member of the Tennessee Congressional delegation.

*ADOPTED:*

RESOLUTION 21-2014-15

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT/LEASE WITH THE CLARKSVILLE-MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT BOARD AND MONTGOMERY COUNTY FOR CONSTRUCTION OF A FIRE PROTECTION FACILITY AND EMERGENCY MEDICAL SERVICES FACILITY

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

That the Clarksville City Council hereby authorizes an interlocal agreement/lease with the Clarksville-Montgomery County Industrial Development Board and Montgomery County for construction of a fire protection facility and emergency medical services facility, attached hereto as Exhibit A.

*ADOPTED:*



Revised 1-5-15

EXHIBIT A

**LEASE AGREEMENT**

This LEASE AGREEMENT ("Agreement"), is made and entered into as of the \_\_\_\_ day of January, 2015, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, TENNESSEE**, an industrial development corporation, (hereinafter collectively referred to as "Lessor") and **THE CITY OF CLARKSVILLE**, a Tennessee municipal corporation (hereinafter referred to as "the City"), and **MONTGOMERY COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, (hereinafter referred to as "the County"), said City and County hereinafter referred to as "Lessees", and

**WITNESSETH:**

WHEREAS, Lessor is an industrial development corporation organized and existing under the provisions of Tennessee Code Annotated §§ 7-53-101, et seq. (the "Act"); and

WHEREAS, Lessor is the owner of certain real property located in the 6<sup>th</sup> Civil District of Montgomery County (the "County"), State of Tennessee (the "State"), and outside the limits of any municipality. Said real property is located within the Clarksville-Montgomery County Corporate Business Park and is more particularly described on Exhibit A attached hereto and incorporated by reference (the "Land"), which is the specific land which will be deeded to Lessees in accordance with this Lease; and

WHEREAS, Lessor and Lessees executed a certain Site Location and Development Agreement with Hankook Tire Co., LTD, dated October 14, 2013, (sometimes referred to as the MOU) whereby Lessees agreed to cause a joint Fire Rescue Facility to be operated by the City, and Emergency Medical Service (EMS) Facility, to be operated by the County, (collectively, the "Buildings"), to be constructed and maintained within the Clarksville-Montgomery County Corporate Business Park and Lessor agreed to provide land for said buildings, as hereinafter explained; and

WHEREAS, Lessor has found and determined, and hereby finds and determines, that the industrial, commercial and economic welfare of the State of Tennessee will be benefited by said Agreement, and that said facilities will provide benefit to the community; and

WHEREAS, the County has passed resolution 14-5-2, and the City has passed resolution 42-2013-14 approving an Interlocal Contract between Montgomery County and the City of Clarksville for construction of a joint Fire Rescue and Emergency Medical Service (EMS) Facility and authorizing the IDB to convey land for that purpose, attached hereto as Exhibit B; and

WHEREAS, Lessees agree to construct said Buildings on the Land consistent with the terms and conditions contained herein and in the Interlocal Agreement (the Land and the Building are collectively referred to herein as the "Demised Premises"), and Lessees have heretofore caused design and construction plans to be prepared by Violette Architecture Interior Design of Clarksville, Tennessee and such construction shall be carried out by Lessees pursuant to plan and specifications approved by the respective Lessee and its engineer as needed; and

WHEREAS, Lessor has committed to pay Six Hundred Thousand Dollars (\$600,000.00) toward construction of the buildings, which has heretofore been paid to Lessees consistent with terms of the Interlocal Agreement; and

WHEREAS, Lessor has heretofore entered into a Grant Agreement with the Tennessee Department of Economic and Community Development whereby Eight Hundred Thousand Dollars (\$800,000.00), which is to be made available for construction costs and these funds will be made available through said Grant for reimbursement of the costs of construction of the buildings, which will require full compliance by Lessees with respect to Lessees' obligations for the construction of the buildings, and for payment of applicable invoices relative to the project in a manner so as to fully comply with the requirements of said Grant for reimbursement of allowable expenses. Such Grant funds shall be applied and accounted for in accordance with said Grant Agreement and the Interlocal Agreement (Exhibit B); and

WHEREAS, Lessor has determined and found the leasing of the Demised Premises, as set forth herein, is in furtherance of Lessor's public purposes as defined in the Act, including, without limitation, Section 7-53-305 of the Act and Tennessee Code Annotated §§ 4-17-301, et seq.; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows, provided, that any obligation of Lessor created by or arising out of this Agreement shall never constitute a debt or pledge of the faith and credit or the taxing power of Lessor or any political subdivision or taxing district of the State of Tennessee, and the obligations of Lessor arising hereunder shall be payable solely out of the funds payable and made available hereunder, anything herein contained to the contrary by implication or otherwise notwithstanding.

## **ARTICLE I. DEMISE, TERM, AND RENT**

**Section 1.1**      Demise and Term. Lessor does hereby lease and demise unto Lessees, and Lessees do hereby lease and hire from Lessor, the Project for a term of two (2) years commencing on December 1, 2014, and terminating on November 30, 2016, unless sooner terminated or extended as herein provided (the "Term").

**Section 1.2**      Basic Rent. Lessees shall not pay any rent during the term of this Lease.

## **ARTICLE II.**

**Section 2.1**      Conveyance of Realty. Upon notice from Lessees to Lessor of completion of the construction of the buildings and issuance of a Certificate of Occupancy, if required, and full payments of all invoices, Lessor shall convey appropriate and applicable portions (parcels) of the Land to each Lessee by Special Warranty Deeds, in accordance with their respective interests, i.e. the EMS tract to the County and the Fire Rescue tract to the City. Lessees shall accept such title, subject to Permitted Encumbrances, and any liens, encumbrances, charges, exceptions and restrictions created or caused by Lessees, or Lessor at the request of Lessees, or any laws, regulations, restrictions or ordinances, at which time this Lease shall automatically terminate without any further action or consents of the parties.

### ARTICLE III.

#### REPRESENTATIONS, COVENANTS AND WARRANTIES

**Section 3.1** Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants to Lessee as follows:

- (a) Lessor is a Tennessee public nonprofit corporation. Under the provisions of the Act, Lessor is authorized to enter into the transactions contemplated by this Lease Agreement, including without limitation, executing and delivering this Lease Agreement, and to carry out its obligations hereunder. Lessor has duly authorized the execution, delivery and performance of this Agreement by its appropriate officers. This Agreement constitutes the valid and legally binding obligations of Lessor, enforceable in accordance with its terms.
- (b) Lessor has all authority and power under Tennessee Code Annotated Section 7-53-305 to authorize, negotiate, enter into, receive and accept this Lease.
- (c) Lessor will not sell, pledge or otherwise encumber any of its rights or obligations under this Agreement other than as contemplated herein.
- (d) Lessor covenants that Lessees, upon performing and observing the covenants to be observed and performed by Lessees under this Lease, shall peaceably hold, occupy and enjoy the Demised Premises during the Term of this Lease without interference by Lessor or by any other person claiming by, through or under Lessor.

**Section 3.2** Representations, Covenants and Warranties of Lessees. Lessees represent, covenants and warrants as follows:

- (a) Lessees have the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by its respective Mayor.
- (b) This Agreement constitutes the valid, legal and binding obligations of Lessees, enforceable against Lessees in accordance with its terms.

### ARTICLE IV.

#### UTILITIES, COMPLIANCE WITH LAW, AND LIENS

**Section 4.1** Utilities. Lessees covenants and agrees to pay and discharge before delinquent, all utility charges imposed upon or against the Demised Premises or any improvements that are now, or may be, placed thereon.

**Section 4.2** Compliance with Laws. Lessees, at their sole Cost and expense, shall comply with and cause construction of the buildings to comply with all applicable federal, state, county and municipal laws, rules, orders, regulations and ordinances affecting the Demised Premises (all or any one of which are herein referred to as “Regulations”).

**Section 4.3** Liens. Notwithstanding Tennessee law prohibiting liens attaching to public property, as being against public policy, Lessees shall not permit any liens to attach to Lessor's interest

in the Premises. If any mechanics lien or other lien or order for the payment of money shall be filed against the Project by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessees at the Demised Premises, or for or by reason of any change, alteration or addition by the Lessees, or the Cost or expense thereof or any contract relating thereto, or against Lessor, then Lessees shall within thirty (30) days after the filing of any such lien cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Lessees, and shall defend on behalf of Lessors', at Lessees sole Cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders.

## **ARTICLE V. USE OF THE DEMISED PREMISES**

**Section 5.1**     Use of the Demised Premises. Lessees, and each of them as to the specific tract of property to be deeded to them as herein provided, shall use the Demised Premises for the purpose of the construction and operation of a fire station facility and emergency management services facility, in accordance with the interlocal agreement. Lessees shall not use the Demised Premises for any other purpose without prior written approval of Lessor, which approval shall not be unreasonably withheld.

## **ARTICLE VI. CONSTRUCTION OF IMPROVEMENTS, REPAIRS AND ALTERATIONS AND INSPECTIONS DURING THE TERM**

**Section 6.1**     Construction of Building. Lessees shall construct the Buildings upon the Land pursuant to certain general plans and specifications that are described on Exhibit C attached hereto and/or incorporated herein by reference. The Buildings shall be constructed in a good and workmanlike manner by Lessees, solely at Lessees' expense. Lessees shall deliver to Lessor the following:

- (a)     Plat plan providing for the placement of Buildings, drives and other improvements;
- (b)     Copies of the final plans and specifications for the Buildings; and
- (c)     An executed copy of the construction contract or contracts providing for the complete construction of the Buildings and all improvements.

**Section 6.2**     Inspection by Lessor. Lessor and Lessor's agents shall have the right to enter the Demised Premises at reasonable business hours upon reasonable prior notice for the purposes of (i) inspecting the Project; and (ii) performing obligations of Lessor under this Lease. In exercising any such inspection rights, Lessor and Lessor's agents (i) shall maintain the confidentiality of any non-public information obtained related to the operation of Lessees business (ii) shall abide by all safety and environmental rules and directives of the Lessee then in effect, and (iii) shall execute any waivers of liability or other insurance documentation reasonably requested by Lessee. The provisions contained in this Section 6.2 shall not impose on Lessor any of Lessees' obligations under this Lease, nor shall it create any liability of Lessor by virtue of Lessor's having inspected the Project.

**Section 6.3**     Lessees' Obligation for Compliance with State Grant – Non-Liability of IDB. Lessee shall provide to Lessor, or its designee, during the course of construction, accurate and complete invoices as required by and in compliance with the terms of said State Grant in order to obtain

reimbursement from the State of Tennessee for eligible expenses up to the maximum amount of \$800,000.00. Lessor will cooperate and comply with the Grant Terms with regard to the submission of such invoices but Lessor assumes no liability or responsibility for providing any further monies of IDB for such construction costs other than the \$600,000.00 contribution heretofore made as heretofore explained.

## **ARTICLE VII. INSURANCE**

**Section 7.1** Classes of Insurance. Lessees during the Term of this Lease and any extension thereof shall keep the Demised Premises insured against the risks and hazards and with the coverage in amounts not less than those specified as follows:

- (a) Fire and Lightning, Extended Coverage, with Vandalism and Malicious Mischief Insurance in an amount equal to the full replacement Costs of the value of the Building and Equipment;
- (b) Comprehensive general liability insurance, with contractual liability endorsements, relating to the Demised Premises and its appurtenances and improvements on a current basis with minimum levels of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death and Two Hundred Thousand Dollars (\$200,000.00) with respect to damage to property; and
- (c) During the time the Building is being constructed, a standard form Builder's Risk Policy on a replacement Cost basis, with an "all risk" endorsement, a course of construction endorsement, and with a collapse provision, in an amount approved by Lessor, with loss payable to Lessees, and the cost of said insurance shall be shared and paid equally by the City of Clarksville and Montgomery County; and
- (d) Upon request, Lessees will submit evidence reasonably satisfactory to Lessor demonstrating that all such insurance is in full force and effect.

### **Section 7.2** Requirements.

- (a) All of the aforesaid insurance shall show the Lessor as an additional insured during the Term of this Lease and any extension thereof. Lessees shall be solely responsible for the payment of the premiums therefor and Lessor shall not be required to pay any premium for such insurance. Lessee shall deliver to Lessor at least fifteen (15) days prior to the expiration of such policy (unless the insurance company has not made the policy available at that time in which event Lessee shall deliver to Lessor as soon as reasonably possible after such policy is available), either a duplicate original or a certificate of insurance on all policies secured by Lessee in compliance with its obligations hereunder. If Lessee fails to obtain and provide any or all of the aforesaid insurance, then Lessor may upon reasonable prior notice to Lessee, but shall not be required to, purchase such insurance on behalf of Lessees.
- (b) Lessees may satisfy the requirements of Section 7.1 under a blanket insurance policy or policies that include other properties owned by Lessees provided that such blanket policy or policies contain the same level of coverage as specified in Section 7.1. In addition, the requirements of Section 7.1 will be deemed satisfied if the Demised Premises are included as property of the Lessees with respect to a self-insurance program covering substantially all comparable property and liabilities of Lessees.

**ARTICLE VIII.**  
**ASSIGNMENT, SUBLETTING AND MORTGAGING**

Lessor may not assign this Lease or mortgage or otherwise encumber its interest in the Project without the expressed prior written consent of Lessees.

**ARTICLE IX.**  
**WAIVER OF SUBROGATION**

Lessor and Lessees each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage fully covered by insurance and occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

**ARTICLE X.**  
**MISCELLANEOUS**

**Section 10.1** Separability. Each and every covenant and agreement contained in this Lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by Lessor shall not discharge or relieve Lessees from their obligation to perform each and every covenant and agreement to be performed by Lessees under this Lease. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease valid and enforceable. If any term, provision or covenant of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Lease or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

**Section 10.2** This agreement does not create a partnership or Joint Venture entity by, between, or among any of the parties, and none is to be construed from anything contained herein.

**Section 10.3** Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) upon deposit in the United States Mail, if sent by first class, registered or certified United States Mail, return receipt requested, or (iii) forwarded by a nationally recognized overnight courier service, addressed to each party hereto at:

To Lessor:

The Industrial Development Board of the County of Montgomery, Tennessee  
ATTN: Michael J. Evans, Executive Director  
25 Jefferson Street, Suite 300  
Clarksville, TN 37401

with copy to:

Richard H. Batson, Esq.  
Batson Nolan PLC  
121 South Third Street  
Clarksville, TN 37041-1334

To Lessees:

City of Clarksville  
ATTN: Office of the Mayor  
One Public Square, 4<sup>th</sup> Floor  
Clarksville, TN 37040

Montgomery County  
Office of the County Mayor  
1Millennium Plaza  
Clarksville, TN 37040

With copies to:

Office of the City Attorney  
ATTN: Lance Baker  
One Public Square  
Clarksville, TN 37040

Office of County Attorney  
ATTN: Timothy Harvey  
310 Franklin Street  
Clarksville, TN 37040

or at such other address in the United States as Lessor or Lessees may from time to time designate in writing and deliver to the other party.

**Section 10.4** Successors and Assigns. Each and every covenant, term, condition and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives and successors of Lessor and Lessees. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors and assigns of Lessor and Lessees as if in each case expressed. The term “Person” when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

**Section 10.5** Headings. The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

**Section 10.6** Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

**Section 10.7** Applicable Law. This Lease shall be construed under and enforced in accordance with the laws of the State of Tennessee.

**Section 10.8** Memorandum of Lease. The parties may at any time at the request of any of them, execute duplicate originals of any instrument in recordable form which will constitute a memorandum of lease setting forth the description of the Demised Premises and the term of this Lease. This Lease shall not be recorded.

**Section 10.9** Amendment or Modification. This Lease contains the entire agreement of the parties, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.

**Section 10.10** Force Majeure. Neither party hereto shall be liable for any delay in, or failure of, its performance of any of its obligations under this Lease if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage or the acts of third parties.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, Lessor and Lessees have caused this Lease to be executed as of the day and year first above written.

LESSOR:

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF MONTGOMERY, TENNESSEE**

By: \_\_\_\_\_  
John Wallace Crow  
Chairman

LESSEES:

**MONTGOMERY COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Jim Durrett  
Mayor

**CITY OF CLARKSVILLE, TENNESSEE**

By: \_\_\_\_\_  
Kim McMillian  
Mayor

## **EXHIBITS**

Exhibit A	Description of the Land
Exhibit B	Interlocal Agreement
Exhibit C	Plans and Specifications

## EXHIBIT A

### **Description of Land**

Land located in the 6<sup>th</sup> Civil District of Montgomery County, Tennessee, Corporate Business Park, City of Clarksville, being further identified as a portion of Map and Parcel No. 33-13.08, on the Maps of the Assessor of Property for Montgomery County, Tennessee being described as follows:

See Attached.

LAND DESCRIPTION  
OF A PORTION OF THE  
INDUSTRIAL DEVELOPMENT BOARD OF MONTGOMERY COUNTY (IDB) PROPERTY

Being a tract of land in the 1<sup>st</sup> civil district of Montgomery County Tennessee which is bounded on the west and adjacent to International Blvd , on the south by Rossvie Rd, and on the East by Rollow Lane. Also being further described as follows:

Beginning at a ½" rebar capped "DBS & Associates" which has Tennessee state plane coordinates of northing 813243.13' and easting 1604401.57' and is also located in the eastern right of way of International Blvd. Said rebar being the northwest corner of the Industrial Development Board of Montgomery County Tennessee property as recorded in volume 1448 page 2070 Register of Montgomery County Tennessee (ROMCT). Also being the southwest corner of property described.

Thence coinciding with said right of way North 27°10'29" East, a distance of 873.62 feet to a ½" rebar capped "DBS & Associates" set. Said point having Tennessee state plane coordinates of northing 814020.31' and easting 1604800.56'

Thence on a new severance line with the IDB property as recorded in Volume 834 Page 1110 & Volume 1075 page 2972 ROMCT the following two calls:

South 62°49'31" East, a distance of 366.66 feet to a ½" rebar capped "DBS & Associates" set.

Thence South 27°10'29" West, a distance of 722.71 feet to a ½" rebar capped "DBS & Associates" set in the north line of the IDB property as recorded in volume 1448 page 2070.

Thence coinciding with the previously stated property North 85°11'48" West, a distance of 396.50 feet to the point of beginning. Containing 6.72 ACRES, more or less. According to a survey conducted by DBS & Associates Engineering dated September 22, 2014. Together with and subject to all right of ways, easements, restrictions, covenants and conveyances of record and not of record.

**EXHIBIT B**

**Interlocal Agreement**

See Attached.

### INTERLOCAL CONTRACT

This interlocal contract is made and entered into this 28 day of June, 2014 by and between Montgomery County, Tennessee hereinafter referred to as "County" and the City of Clarksville, Tennessee hereinafter referred to as "City".

Pursuant to a site location and development agreement signed between both parties and Hankook Tire Manufacturing TN, L.P. the City and the County agreed to build a joint Fire Rescue and Emergency Medical Service upon a suitable site within the Clarksville-Montgomery County Industrial Park. To effectuate this purpose the parties covenant and agree as follows:

1. Both parties covenant and agree that the site for this project as set out in Exhibit "A" attached hereto shall be deeded from the Industrial Development Board to the parties jointly and equally.
  2. Both parties acknowledge that the Industrial Development Board will provide \$600,000.00 in funding which is to be equally distributed between City and County.
  3. Both parties agree that the state of Tennessee will provide \$800,000.00 in funding which is to be equally distributed between City and County.
  4. All remaining funding for this project shall be provided as is required to construct each agency's facility.
  5. All architectural and design fees will be determined and apportioned between County and City by the architect selected for the project.
  6. All site preparation costs shall be shared equally between the parties. Elements to be included in the site preparation component shall be determined by the Architect/Engineer during the design stage and agreed upon by both agencies prior to the bid.
  7. Both parties agree that County shall establish an escrow account for receipt of all monies necessary to fund the entire project. County shall have sole signatory power on said account and shall pay all invoices when due.
  8. County shall be the lead agency on the project and shall ensure that all contracts, bids or other necessary documents are properly procured and executed. City shall have the right to provide its own insight and input as is deemed necessary.
  9. One contract and one bid shall be procured both of which shall be comprised of three components:
    - a. Site development.
    - b. Construction of the city fire department building.
    - c. Construction of the emergency medical services building.
- Each invoice submitted to County for payment shall be divided so as to itemize specifically each cost contributable to City and County.
10. After construction is complete on the project the site will be partitioned and deeded to each party individually. Both parties agree to jointly construct and maintain an ingress and egress easement to service both facilities.

11. The successful bid for the project shall bifurcate the costs of the Emergency Medical Services building and the Fire Station so that the costs associated thereto can be distributed to each party. County shall be responsible for all costs associated with the Emergency Medical Service building and City shall be responsible for all costs associated with the City Fire Station.
12. For the purpose of the site development within the Clarksville-Montgomery County Industrial Park, Montgomery County Building and Codes, along with its associated adopted building code will be used for the review, inspection, and approval of each facility.

  
Montgomery County

  
City of Clarksville

**EXHIBIT C**

**Plans and Specifications as provided by Violette Architecture/Interior Design at  
[www.vioarc.com](http://www.vioarc.com).**



EXHIBIT A

**LEASE AGREEMENT**

This LEASE AGREEMENT ("Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, TENNESSEE**, an industrial development corporation, (hereinafter collectively referred to as "Lessor") and **THE CITY OF CLARKSVILLE**, a Tennessee municipal corporation (hereinafter referred to as "the City"), and **MONTGOMERY COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, (hereinafter referred to as "the County"), said City and County hereinafter referred to as "Lessees" or "Lessor". and .

**WITNESSETH:**

WHEREAS, Lessor is an industrial development corporation organized and existing under the provisions of Tennessee Code Annotated §§ 7-53-101, et seq. (the "Act"); and

WHEREAS, Lessor is the owner of certain real property located in the 6<sup>th</sup> Civil District of Montgomery County (the "County"), State of Tennessee (the "State"), and outside the limits of any municipality. Said real property is located within the Clarksville-Montgomery County Corporate Business Park and is more particularly described on Exhibit A attached hereto and incorporated by reference (the "Land"), which is the specific land which will be deeded to Lessees in accordance with this Lease; and

WHEREAS, Lessor and Lessees executed a certain Site Location and Development Agreement with Hankook Tire Co., LTD, dated October 14, 2013,(sometimes referred to as the MOU) whereby Lessees agreed to cause a joint Fire Rescue Facility to be operated by the City, and Emergency Medical Service (EMS) Facility, to be operated by the County, (collectively, the "Buildings"), to be constructed and maintained within the Clarksville-Montgomery County Corporate Business Park and Lessor agreed to provide land for said buildings, as hereinafter explained; and

WHEREAS, Lessor has found and determined, and hereby finds and determines, that the industrial, commercial and economic welfare of the State of Tennessee will be benefited by said Agreement, and that said facilities will provide benefit to the community; and

WHEREAS, the County has passed resolution 14-5-2, and the City has passed resolution 42-2013-14 approving an Interlocal Contract between Montgomery County and the City of Clarksville for construction of a joint Fire Rescue and Emergency Medical Service (EMS) Facility and authorizing the IDB to convey land for that purpose, attached hereto as Exhibit B; and

WHEREAS, Lessees agree to construct said Buildings on the Land consistent with the terms and conditions contained herein and in the Interlocal Agreement (the Land and the Building are collectively referred to herein as the "Demised Premises"), and Lessees have heretofore caused design and construction plans to be prepared by Violette Architecture Interior Design of Clarksville, Tennessee and such construction shall be carried out by Lessees pursuant to plan and specifications approved by the respective Lessee and its engineer as needed; and

WHEREAS, Lessor has committed to pay Six Hundred Thousand Dollars (\$600,000.00) toward construction of the buildings, which has heretofore been paid to Lessees consistent with terms of the Interlocal Agreement; and

WHEREAS, Lessor has heretofore entered into a Grant Agreement with the Tennessee Department of Economic and Community Development whereby Eight Hundred Thousand Dollars (\$800,000.00), which is to be made available for construction costs and these funds will be made available through said Grant for reimbursement of the costs of construction of the buildings, which will require full compliance by Lessees with respect to Lessee's obligations for the construction of the buildings, and for payment of applicable invoices relative to the project in a manner so as to fully comply with the requirements of said Grant for reimbursement of allowable expenses. Such Grant funds shall be applied and accounted for in accordance with said Grant Agreement and the Interlocal Agreement (Exhibit B); and

WHEREAS, Lessor has determined and found the leasing of the Demised Premises, as set forth herein, is in furtherance of Lessor's public purposes as defined in the Act, including, without limitation, Section 7-53-305 of the Act and Tennessee Code Annotated §§ 4-17-301, et seq.; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows, provided, that any obligation of Lessor created by or arising out of this Agreement shall never constitute a debt or pledge of the faith and credit or the taxing power of Lessor or any political subdivision or taxing district of the State of Tennessee, and the obligations of Lessor arising hereunder shall be payable solely out of the funds payable and made available hereunder, anything herein contained to the contrary by implication or otherwise notwithstanding.

## **ARTICLE I. DEMISE, TERM, AND RENT**

**Section 1.1**      Demise and Term. Lessor does hereby lease and demise unto Lessees, and Lessees do hereby lease and hire from Lessor, the Project for a term of two (2) years commencing on December 1, 2014, and terminating on November 30, 2016, unless sooner terminated or extended as herein provided (the "Term").

**Section 1.2**      Basic Rent. Lessees shall not pay any rent during the term of this Lease.

## **ARTICLE II.**

**Section 2.1**      Conveyance of Realty. Upon notice from Lessees to Lessor of completion of the construction of the buildings and issuance of a Certificate of Occupancy, if required, and full payments of all invoices, Lessor shall convey appropriate and applicable portions (parcels) of the Land to each Lessee by Special Warranty Deeds, in accordance with their respective interests, i.e. the EMS tract to the County and the Fire Rescue tract to the City. Lessees shall accept such title, subject to Permitted Encumbrances, and any liens, encumbrances, charges, exceptions and restrictions created or caused by Lessees, or Lessor at the request of Lessees, or any laws, regulations, restrictions or ordinances, at which time this Lease shall automatically terminate without any further action or consents of the parties.

### ARTICLE III.

#### REPRESENTATIONS, COVENANTS AND WARRANTIES

**Section 3.1**     Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants to Lessee as follows:

(a) Lessor is a Tennessee public nonprofit corporation. Under the provisions of the Act, Lessor is authorized to enter into the transactions contemplated by this Lease Agreement, including without limitation, executing and delivering this Lease Agreement, and to carry out its obligations hereunder. Lessor has duly authorized the execution, delivery and performance of this Agreement by its appropriate officers. This Agreement constitutes the valid and legally binding obligations of Lessor, enforceable in accordance with its terms.

(b) Lessor has all authority and power under Tennessee Code Annotated Section 7-53-305 to authorize, negotiate, enter into, receive and accept this Lease.

(c) Lessor will not sell, pledge or otherwise encumber any of its rights or obligations under this Agreement other than as contemplated herein.

(d) Lessor covenants that Lessee, upon performing and observing the covenants to be observed and performed by Lessee under this Lease, shall peaceably hold, occupy and enjoy the Demised Premises during the Term of this Lease without interference by Lessor or by any other person claiming by, through or under Lessor.

**Section 3.2**     Representations, Covenants and Warranties of Lessee. Lessees represent, covenants and warrants as follows:

(a) Lessees have the power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by its respective Mayor.

(b) This Agreement constitutes the valid, legal and binding obligations of Lessees, enforceable against Lessees in accordance with its terms.

### ARTICLE IV.

#### UTILITIES, COMPLIANCE WITH LAW, AND LIENS

**Section 4.1**     Utilities. Lessee covenants and agrees to pay and discharge before delinquent, all utility charges imposed upon or against the Demised Premises or any improvements that are now, or may be, placed thereon.

**Section 4.2**     Compliance with Laws. Lessees, at its sole Cost and expense, shall comply with and cause construction of the buildings to comply with all applicable federal, state, county and municipal laws, rules, orders, regulations and ordinances affecting the Demised Premises (all or any one of which are herein referred to as "Regulations").

**Section 4.3**     Liens. Notwithstanding Tennessee law prohibiting liens attaching to public property, as being against public policy, Lessee shall not permit any liens to attach to Lessor's interest in

the Premises. If any mechanics lien or other lien or order for the payment of money shall be filed against the Project by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessee at the Demised Premises, or for or by reason of any change, alteration or addition by the Lessee, or the Cost or expense thereof or any contract relating thereto, or against Lessor, then Lessee shall within thirty (30) days after the filing of any such lien cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Lessee, and shall defend on behalf of Lessor, at Lessee's sole Cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders.

## **ARTICLE V. USE OF THE DEMISED PREMISES**

**Section 5.1**      Use of the Demised Premises. Lessees, and each of them as to the specific tract of property to be deeded to them as herein provided, shall use the Demised Premises for the purpose of the construction and operation of facility fire station and emergency management services facility, in accordance with the interlocal agreement. Lessees shall not use the Demised Premises for any other purpose without prior written approval of Lessor, which approval shall not be unreasonably withheld.

## **ARTICLE VI. CONSTRUCTION OF IMPROVEMENTS, REPAIRS AND ALTERATIONS AND INSPECTIONS DURING THE TERM**

**Section 6.1**      Construction of Building. Lessees shall construct the Buildings upon the Land pursuant to certain general plans and specifications that are described on Exhibit C attached hereto and/or incorporated herein by reference. The Buildings shall be constructed in a good and workmanlike manner by Lessees, solely at Lessee's expense. Lessees shall deliver to Lessor the following:

- (a)      Plot plan providing for the placement of Buildings, drives and other improvements;
- (b)      Copies of the final plans and specifications for the Buildings; and
- (c)      An executed copy of the construction contract or contracts providing for the complete construction of the Buildings and all improvements.

**Section 6.2**      Inspection by Lessor. Lessor and Lessor's agents shall have the right to enter the Demised Premises at reasonable business hours upon reasonable prior notice for the purposes of (i) inspecting the Project; and (ii) performing obligations of Lessor under this Lease. In exercising any such inspection rights, Lessor and Lessor's agents (i) shall maintain the confidentiality of any non-public information obtained related to the operation of Lessee's business (ii) shall abide by all safety and environmental rules and directives of the Lessee then in effect, and (iii) shall execute any waivers of liability or other insurance documentation reasonably requested by Lessee. The provisions contained in this Section 6.2 shall not impose on Lessor any of Lessee's obligations under this Lease, nor shall it create any liability of Lessor by virtue of Lessor's having inspected the Project.

**Section 6.3**      Lessee's Obligation for Compliance with State Grant – Non-Liability of IDB. Lessee shall provide to Lessor, or its designee, during the course of construction, accurate and complete invoices as required by and in compliance with the terms of said State Grant in order to obtain

reimbursement from the State of Tennessee for eligible expenses up to the maximum amount of \$800,000.00. Lessor will cooperate and comply with the Grant Terms with regard to the submission of such invoices but Lessor assumes no liability or responsibility for providing any further monies of IDB for such construction costs other than the \$600,000.00 contribution heretofore made as heretofore explained.

## **ARTICLE VII. INSURANCE**

**Section 7.1**      Classes of Insurance.      Lessees during the Term of this Lease and any extension thereof shall keep the Demised Premises insured against the risks and hazards and with the coverage in amounts not less than those specified as follows:

(a)      Fire and Lightning, Extended Coverage, with Vandalism and Malicious Mischief Insurance in an amount equal to the full replacement Costs of the value of the Building and Equipment;

(b)      Comprehensive general liability insurance, with contractual liability endorsements, relating to the Demised Premises and its appurtenances and improvements on a current basis with minimum levels of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury or death and Two Hundred Thousand Dollars (\$200,000.00) with respect to damage to property; and

(c)      During the time the Building is being constructed, a standard form Builder's Risk Policy on a replacement Cost basis, with an "all risk" endorsement, a course of construction endorsement, and with a collapse provision, in an amount approved by Lessor, with loss payable to Lessee; and

(d)      Upon request, Lessee will submit evidence reasonably satisfactory to Lessor demonstrating that all such insurance is in full force and effect.

**Section 7.2**      Requirements.

(a)      All of the aforesaid insurance shall show the Lessor as an additional insured during the Term of this Lease and any extension thereof. Lessee shall be solely responsible for the payment of the premiums therefor and Lessor shall not be required to pay any premium for such insurance. Lessee shall deliver to Lessor at least fifteen (15) days prior to the expiration of such policy (unless the insurance company has not made the policy available at that time in which event Lessee shall deliver to Lessor as soon as reasonably possible after such policy is available), either a duplicate original or a certificate of insurance on all policies secured by Lessee in compliance with its obligations hereunder. If Lessee fails to obtain and provide any or all of the aforesaid insurance, then Lessor may upon reasonable prior notice to Lessee, but shall not be required to, purchase such insurance on behalf of Lessee.

(b)      Lessee may satisfy the requirements of Section 7.1 under a blanket insurance policy or policies that include other properties owned by Lessee provided that such blanket policy or policies contain the same level of coverage as specified in Section 7.1. In addition, the requirements of Section 7.1 will be deemed satisfied if the Demised Premises are included as property of the Lessee with respect to a self-insurance program covering substantially all comparable property and liabilities of Lessee.

**ARTICLE VIII.  
ASSIGNMENT, SUBLETTING AND MORTGAGING**

Lessor may not assign this Lease or mortgage or otherwise encumber its interest in the Project without the expressed prior written consent of Lessees.

**ARTICLE IX.  
WAIVER OF SUBROGATION**

Lessor and Lessees each hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage fully covered by insurance and occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.

**ARTICLE X.  
MISCELLANEOUS**

**Section 10.1**     Separability. Each and every covenant and agreement contained in this Lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligation to perform each and every covenant and agreement to be performed by Lessee under this Lease. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Lease valid and enforceable. If any term, provision or covenant of this Lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Lease or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

**Section 10.2**     This agreement does not create a partnership or Joint Venture entity by, between, or among any of the parties, and none is to be construed from anything contained herein.

**Section 10.3**     Notices, Demands and Other Instruments. All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be deemed to have been properly given (i) upon personal delivery, (ii) upon deposit in the United States Mail, if sent by first class, registered or certified United States Mail, return receipt requested, or (iii) forwarded by a nationally recognized overnight courier service, addressed to each party hereto at:

To Lessor:

The Industrial Development Board of the County of Montgomery, Tennessee  
ATTN: Michael J. Evans, Executive Director  
25 Jefferson Street, Suite 300  
Clarksville, TN 37401

with copy to:

Richard H. Batson, Esq.  
Batson Nolan PLC  
121 South Third Street  
Clarksville, TN 37041-1334

To Lessees:

City of Clarksville  
ATTN: Office of the Mayor  
One Public Square, 4<sup>th</sup> Floor  
Clarksville, TN 37040

Montgomery County  
Office of the County Mayor  
1Millennium Plaza  
Clarksville, TN 37040

With copies to:

Office of the City Attorney  
ATTN: Lance Baker  
One Public Square  
Clarksville, TN 37040

Office of County Attorney  
ATTN: Timothy Harvey  
310 Franklin Street  
Clarksville, TN 37040

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

**Section 10.4**     Successors and Assigns. Each and every covenant, term, condition and obligation contained in this Lease shall apply to and be binding upon and inure to the benefit or detriment of the respective legal representatives and successors of Lessor and Lessees. Whenever reference to the parties hereto is made in this Lease, such reference shall be deemed to include the legal representatives, successors and assigns of Lessor and Lessee as if in each case expressed. The term "Person" when used in this Lease shall mean any individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, government or governmental organization or any other entity.

**Section 10.5**     Headings. The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

**Section 10.6**     Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

**Section 10.7**     Applicable Law. This Lease shall be construed under and enforced in accordance with the laws of the State of Tennessee.

**Section 10.8**     Memorandum of Lease. The parties may at any time at the request of any of them, execute duplicate originals of any instrument in recordable form which will constitute a memorandum of lease setting forth the description of the Demised Premises and the term of this Lease. This lease shall not be recorded.

**Section 10.9**     Amendment or Modification. This Lease contains the entire agreement of the parties, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.

**Section 10.10**    Force Majeure. Neither party hereto shall be liable for any delay in, or failure of, its performance of any of its obligations under this Lease if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage or the acts of third parties.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

LESSOR:

**THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF MONTGOMERY, TENNESSEE**

By: \_\_\_\_\_  
John Wallace Crow  
Chairman

LESSEE:

**MONTGOMERY COUNTY, TENNESSEE**

By: \_\_\_\_\_  
Jim Durrett  
Mayor

**CITY OF CLARKSVILLE, TENNESSEE**

By: \_\_\_\_\_  
Kim McMillian  
Mayor

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## **EXHIBITS**

Exhibit A	Description of the Land
Exhibit B	Interlocal Agreement
Exhibit C	Plans and Specifications

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## EXHIBIT A

### **Description of Land**

Land located in the 6<sup>th</sup> Civil District of Montgomery County, Tennessee, Corporate Business Park, City of Clarksville, being further identified as a portion of Map and Parcel No. 33-13.08, on the Maps of the Assessor of Property for Montgomery County, Tennessee being described as follows:

See Attached.

LAND DESCRIPTION  
OF A PORTION OF THE  
INDUSTRIAL DEVELOPMENT BOARD OF MONTGOMERY COUNTY (IDB) PROPERTY

Being a tract of land in the 1<sup>st</sup> civil district of Montgomery County Tennessee which is bounded on the west and adjacent to International Blvd , on the south by Rossvie Rd, and on the East by Rollow Lane. Also being further described as follows:

Beginning at a ½" rebar capped "DBS & Associates" which has Tennessee state plane coordinates of northing 813243.13' and easting 1604401.57' and is also located in the eastern right of way of International Blvd. Said rebar being the northwest corner of the Industrial Development Board of Montgomery County Tennessee property as recorded in volume 1448 page 2070 Register of Montgomery County Tennessee (ROMCT). Also being the southwest corner of property described.

Thence coinciding with said right of way North 27°10'29" East, a distance of 873.62 feet to a ½" rebar capped "DBS & Associates" set. Said point having Tennessee state plane coordinates of northing 814020.31' and easting 1604800.56'

Thence on a new severance line with the IDB property as recorded in Volume 834 Page 1110 & Volume 1075 page 2972 ROMCT the following two calls:

South 62°49'31" East, a distance of 366.66 feet to a ½" rebar capped "DBS & Associates" set.

Thence South 27°10'29" West, a distance of 722.71 feet to a ½" rebar capped "DBS & Associates" set in the north line of the IDB property as recorded in volume 1448 page 2070.

Thence coinciding with the previously stated property North 85°11'48" West, a distance of 396.50 feet to the point of beginning. Containing 6.72 ACRES, more or less. According to a survey conducted by DBS & Associates Engineering dated September 22, 2014. Together with and subject to all right of ways, easements, restrictions, covenants and conveyances of record and not of record.

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**EXHIBIT B**

**Interlocal Agreement**

See Attached.

## INTERLOCAL CONTRACT

This interlocal contract is made and entered into this 28 day of June, 2014 by and between Montgomery County, Tennessee hereinafter referred to as "County" and the City of Clarksville, Tennessee hereinafter referred to as "City".

Pursuant to a site location and development agreement signed between both parties and Hankook Tire Manufacturing TN, L.P. the City and the County agreed to build a joint Fire Rescue and Emergency Medical Service upon a suitable site within the Clarksville-Montgomery County Industrial Park. To effectuate this purpose the parties covenant and agree as follows:

1. Both parties covenant and agree that the site for this project as set out in Exhibit "A" attached hereto shall be deeded from the Industrial Development Board to the parties jointly and equally.
2. Both parties acknowledge that the Industrial Development Board will provide \$600,000.00 in funding which is to be equally distributed between City and County.
3. Both parties agree that the state of Tennessee will provide \$800,000.00 in funding which is to be equally distributed between City and County.
4. All remaining funding for this project shall be provided as is required to construct each agency's facility.
5. All architectural and design fees will be determined and apportioned between County and City by the architect selected for the project.
6. All site preparation costs shall be shared equally between the parties. Elements to be included in the site preparation component shall be determined by the Architect/Engineer during the design stage and agreed upon by both agencies prior to the bid.
7. Both parties agree that County shall establish an escrow account for receipt of all monies necessary to fund the entire project. County shall have sole signatory power on said account and shall pay all invoices when due.
8. County shall be the lead agency on the project and shall ensure that all contracts, bids or other necessary documents are properly procured and executed. City shall have the right to provide its own insight and input as is deemed necessary.
9. One contract and one bid shall be procured both of which shall be comprised of three components:
  - a. Site development.
  - b. Construction of the city fire department building.
  - c. Construction of the emergency medical services building.

Each invoice submitted to County for payment shall be divided so as to itemize specifically each cost contributable to City and County.

10. After construction is complete on the project the site will be partitioned and deeded to each party individually. Both parties agree to jointly construct and maintain an ingress and egress easement to service both facilities.

11. The successful bid for the project shall bifurcate the costs of the Emergency Medical Services building and the Fire Station so that the costs associated thereto can be distributed to each party. County shall be responsible for all costs associated with the Emergency Medical Service building and City shall be responsible for all costs associated with the City Fire Station.
12. For the purpose of the site development within the Clarksville-Montgomery County Industrial Park, Montgomery County Building and Codes, along with its associated adopted building code will be used for the review, inspection, and approval of each facility.

  
Montgomery County

  
City of Clarksville

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## **EXHIBIT C**

**Plans and Specifications as provided by Violette Architecture/Interior Design at [www.vioarc.com](http://www.vioarc.com).**



## Skinner, Sylvia

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**From:** Baker, Lance  
**Sent:** Monday, December 29, 2014 3:30 PM  
**To:** Skinner, Sylvia  
**Subject:** FW: Scanned on Bizhub from NovaCopy  
**Attachments:** ScaNovaCopy14122310380.pdf

-----Original Message-----

From: Dick H. Batson [<mailto:rhbatson@batsonnolan.com>]  
Sent: Tuesday, December 23, 2014 10:57 AM  
To: Baker, Lance; Harvey, Tim  
Cc: Nick B. Powell ([nbpowell@montgomerycountyttn.org](mailto:nbpowell@montgomerycountyttn.org)); 'Mike Evans' ([cmcidb@clarksville.tn.us](mailto:cmcidb@clarksville.tn.us))  
Subject: FW: Scanned on Bizhub from NovaCopy

Lance and Tim, attached is a copy of the Grant document we are dealing with as it relates to \$800,000 in reimbursable construction expenses that will now relate to the Fire/Ems buildings. This copy does not contain all of the final signatures but IDB has a fully executed copy which is identical.

I believe you will see that from the terms of this document it is IDB, and not the City or the County, has all of the responsibility for the construction of the project as well as full compliance with all funding requirements. Keep in mind also that IDB is not a party to the Interlocal Agreement between the City and the County regarding this project. We are not ready to deed the land but we are ready to lease it and then later deed to the respective entities the proper respective tracts. That is an obligation on IDB that is clearly set out in the Lease. I believe the Lease I have drafted properly addresses how this transaction should go forward and, at the same time, gives IDB the protection and assurances it needs with respect to its obligations and liability under the Grant. I hope this clarifies things a bit and, hopefully, this project can move forward quickly. I wish a wonderful Christmas to all, Dick

-----Original Message-----

From: [scans@batsonnolan.com](mailto:scans@batsonnolan.com) [<mailto:scans@batsonnolan.com>]  
Sent: Tuesday, December 23, 2014 10:39 AM  
To: Dick H. Batson  
Subject: Scanned on Bizhub from NovaCopy

The attached document was scanned on a Konica Minolta Bizhub from NovaCopy

1/23/14  
\$ 44,400,000.00

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF GENERAL SERVICES  
FOR  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
AND  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY  
SBC Project No. 170/001-01-2014**

This Grant Contract, by and between the State of Tennessee, Department of General Services for Department of Economic and Community Development hereinafter referred to as the "State" and The Industrial Development Board of the County of Montgomery, hereinafter referred to as the "Grantee," is for the provision of acquisition of equipment; acquisition, site preparation, erection, construction and equipping of sites and buildings; and infrastructure improvements and development including, but not limited to, sewer, water utility, rail infrastructure, and all related work for Hankook Tire Company, LTD (the "Company"), as further defined in the "SCOPE OF SERVICES" included as Attachment "A" to this Contract.

The Grantee is a Non-Profit Corporation.  
Grantee Place of Incorporation or Organization: Tennessee  
Grantee Edison Vendor ID #0000072288

**A. SCOPE OF SERVICES:**

- A.1 The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2 The Grantee shall cause the work set forth on the Grant Budget (Attachment A,) which is incorporated into this Grant Contract by reference, to be accomplished. State and Grantee acknowledge and agree that a portion of the work required to perform the scope services has previously been completed and was completed in accordance with the estimated cost (Grant Budget Line Items) and source of funding and made a part of this Contract (see Attachment A).

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning September 15, 2014, and ending on September 14, 2019. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures submitted for reimbursement that were not approved by the State within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-Four Million Four Hundred Thousand and No/100ths Dollars (\$44,400,000.00). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2 Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3 Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4 Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5 **Invoice Requirements.** The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation using Attachment B, Reimbursement Request Routing Form, and present such to:

State of Tennessee  
Department of General Services  
Real Estate Asset Management  
ATTN: Greg Steck, Agency Manager  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 24<sup>th</sup> Floor  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number SBC Project No. 170/001-01-2014.
  - (5) Grantor: Department of General Services for Department of Economic and Community Development.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced In Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6 **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty-five percent (25%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7 **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8 **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.9 **Unallowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs. See Attachment C for a listing of typically unallowable cost reimbursements.

C.10 **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

C.11 **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.

- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

D.1 **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).

- a. All Contracts for the improvement of real property or demolition of any building or structure on real property involving the expenditure of any funds derived from the State concerning this project or projects shall require approval of the plans for such work by the State Building Commission as required by TCA 4-15-101, et. seq.

- b. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State concerning this project or projects shall include a performance and payment bond in the amount of 100% of the Maximum Liability of this Grant. These bonds shall be executed by an insurance company licensed to do business in Tennessee. The requirements of this paragraph D.1.b. shall not be applicable to a Grantee that is a governmental or quasi-governmental entity performing the scope of services under this Grant Contract with its own employees, provided, however, these provisions do apply to any subcontracts entered into by the Grantee to perform the scope of services under this Grant Contract.
  - c. The Grantee shall use its best efforts to amend any existing contracts to include the provisions of Section D.1.b and Section D.5, including the provisions referenced in D.5.
  - d. The responsibilities for reviews and approvals of all grant reimbursement requests are as stipulated below:
    - (1) Grantee – For certification of review and approval of proposed reimbursement request for conformance with Grant requirements, and that proposed reimbursement request is confirmed with actual work completed to date.
    - (2) State –Real Estate Asset Management - For review and approval of expectations established under the terms of the Grant Contract including review of the documentation submitted in support of the Grantee's request (% completion).
    - (3) State – Office of the State Architect - For review and approval for compliance with State Building Commission policy as required by TCA 4-15-101, et. seq., prevailing wage laws as provided in TCA 12-4-401, and reimbursement compliance.
    - (4) State – Office of Business and Finance - For review and approval of proposed reimbursement requests for adequacy of supporting documentation and compliance with project budget.
  - e. The Grantee is responsible for providing project construction oversight, specifically as it relates to the allowable reimbursement items per Attachment A. Project construction oversight shall be provided by an individual, or individuals, with a Bachelor's Degree in Architecture, Engineering or related field and five years of professional experience in the degree field is preferred. Individuals must also have four years experience in the construction field.
- D.2 Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3 Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4 Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5 Subcontracting. Except for services provided by the Company, the Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant

Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

- D.6 **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7 **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8 **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9 **Public Accountability.** If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10 Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11 Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12 Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/fjnreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13 Prevailing Highway Wage Rates. In the event it is determined by the State that the provisions of the Prevailing Wage Act for State Highway Construction Projects, T.C.A. 12-4-4-1, et. seq., applies to this Project, then Grantee shall be required and agrees to pay the prevailing wage required by said Act.
- D.14 Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15 Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16 Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17 Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which

reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.18 **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19 **Independent Contractor.** The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.20 **State Liability.** The State shall have no liability except as specifically provided in this Grant Contract.
- D.21 **Force Majeure.** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22 **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23 **Governing Law.** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24 **Completeness.** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25 **Severability.** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26 **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.



**E. SPECIAL TERMS AND CONDITIONS:**

**E.1 Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

**E.2 Communications and Contacts.** All Instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**The State:**

Greg Steck, Agency Manager  
Department of General Services  
Real Estate Asset Management  
312 Rosa L. Parks Avenue, 24<sup>th</sup> Floor  
Nashville, Tennessee 37243  
Greg.Steck@tn.gov  
Telephone (615) 253-2160

**The Grantee:**

John Wallace Crow, Chairman  
The Industrial Development Board of the County of Montgomery  
P.O. Box 883  
Clarksville, Tennessee 37401-0883  
cmcldb@clarksville.tn.us  
Telephone (931) 245-4348  
FAX (931) 645-1574

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

**E.3 Subject to Funds Availability.** The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**E.4 Insurance.** The Grantee shall carry adequate liability and other appropriate forms of insurance.

a. The Grantee shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (Including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (Including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- b. At any time State may require the Grantee to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of Insurance coverage shall be a material breach of this Grant Contract.
- E.5 Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.6 Special Conditions. As a special condition, no State funds will be requested or utilized by the Grantee for the project which would replace federal funds eligible for the project.
- E.7 This Grant Contract is the agreement pursuant to which the State is providing the "Covered Grants", as defined in Section 5.4 of the Site Location and Development Agreement between the State and the Company, a copy of which is attached hereto as Exhibit A.

***(The remainder of this page left blank intentionally)***

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF:**

**THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY:**

  
John Wallace Crow, Chairman

DATE: 9/23/14

**STATE OF TENNESSEE,**

**OFFICE OF THE STATE ARCHITECT:**

\_\_\_\_\_  
Peter L. Heimbach, Jr., State Architect

DATE: \_\_\_\_\_

**DEPARTMENT OF GENERAL SERVICES:**

\_\_\_\_\_  
Robert E. Oglesby, Commissioner

DATE: \_\_\_\_\_

**APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:**

\_\_\_\_\_  
Justin P. Wilson, Comptroller of the Treasury

DATE: \_\_\_\_\_

**APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:**

\_\_\_\_\_  
Robert E. Cooper, Jr., Attorney General and Reporter

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME Clarksville-Montgomery County Industrial Development Board

Federal Identification Number or Social Security Number 62-0842738  
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) ☒ CHECKING or ☐ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH? No (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? Yes (Yes or No). If yes, please specify the account that should be changed: ABA No.                      Account No.                     . Is this authorization only for certain types of payments? No (Yes or No). If yes, please indicate types:                     

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: Leilani King Phone No. (931) 553-2231

DEPOSITORY/BANK NAME Bank of America BRANCH Wilma Rudolph Blvd.  
CITY Clarksville STATE TN  
ACH TRANSIT/ABA NO. 064000020 ACCOUNT NO. 0052-0005-4194  
NAME(S) Michael J. Evans Edward S. Green

(Please print names of authorized account signatory)  
DATE 7/15/2014 SIGNED X Michael J. Evans SIGNED X Edward S. Green

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

Industrial Development Board  
25 Jefferson Street, Suite 300  
Clarksville, TN 37040

Contact name: Shannon Green  
Telephone no.: 931-245-4335

FA-0825  
(Rev. 4/98)

00 54 33

**SUBSTITUTE W-9 FORM**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**1. Complete general information:**

**Taxpayer Name** Clarksville-Montgomery County Industrial Development Board **Phone Number** 931-647-2331

**Business Name (if applicable)** \_\_\_\_\_

**Address** 25 Jefferson Street, Suite 300

**City** Clarksville **State** TN **ZIP Code** 37040

**2. Circle the most appropriate category below: (circle only one)**

- 1) Individual (not an actual business.)
- 2) Joint account (two or more individuals.)
- 3) Custodian account of a minor.
- 4) a) Revocable savings trust (grantor is also trustee.)  
b) So-called trust account that is not a legal or valid trust under state law.
- 5) Sole proprietorship (using a social security number for the taxpayer ID.)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID.)
- 7) A valid trust, estate, or pension trust.
- 8) Corporation.
- 9) Association, club, religious, charitable, educational, or other not-profit organization (for entities that are exempt from federal tax, use category 13 below).
- 10) Partnership.
- 11) A broker or registered nominee.
- 12) Account with the U.S. Department of Agriculture in the name of a public entity that receives agricultural program payments.
- ☒ 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 50(c)3 entities).

**3. Fill in your taxpayer identification number below: (complete only one)**

- 1) If you circled number 1 - 5 above, fill in your Social Security Number:

-   -

- 2) If you circled number 6 - 13 above, fill in your Federal Employer Identification Number (EIN):

-

**4. Sign and date the form:**

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

**Signature** Edward S. Green **Date** 7/15/2014  
**Print Name** Edward S. Green **Title** EDC V/P of Finance and HR

00 54 35

**ATTACHMENT A**  
**SCOPE OF SERVICES**

Description of Work	Estimate of Cost	Local Participation	Company Participation	Economic and Community Development Fasttrack Grant	State of Tennessee Grant
Acquisition of Property – Land and Right of Way (to include a 469-acre industrial park site)	\$13,600,000	\$13,600,000	\$0	\$0	\$0
Site Preparation and Infrastructure Development (to include grading; sewer, water, and gas lines; water retention work; wetlands mitigation; rail access; road crossings and signalization; power transmission; roads; and other pad-ready improvements)	\$30,393,000	\$0	\$0	\$5,575,000	\$24,818,000
Facility Construction (to include a manufacturing facility; warehouse and distribution facility; training center complex; and additional related facilities)	\$193,400,000	\$0	\$178,400,000	\$0	\$15,000,000
Fire Station Construction	\$800,000	\$0	\$0	\$0	\$800,000
Machinery and Equipment (to include production machinery, data equipment, and pollution control equipment)	\$558,000,000	\$0	\$558,000,000	\$0	\$0
Construction Inspection	\$802,000	\$0	\$0	\$0	\$802,000
Engineering Design (to include professional service contracts required during design and construction)	\$980,000	\$0	\$0	\$0	\$980,000
Engineering (other than design)	\$100,000	\$0	\$0	\$0	\$100,000
Professional Fees (to include administration fees)	\$25,000	\$0	\$0	\$25,000	\$0
Other Non-Personnel Expenses (to include environmental, permitting, and other expenses)	\$1,200,000	\$0	\$0	\$0	\$1,200,000
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$700,000	\$0	\$0	\$0	\$700,000
<b>GRAND TOTAL</b>	<b>\$800,000,000</b>	<b>\$13,600,000</b>	<b>\$736,400,000</b>	<b>\$5,600,000</b>	<b>\$44,400,000</b>

**ATTACHMENT "B"**  
**REIMBURSEMENT REQUEST ROUTING FORM**

<b>GRANTEE:</b>	The Industrial Development Board of the County of Montgomery
<b>PROJECT:</b>	Plant Infrastructure
<b>SBC PROJECT NO:</b>	170/001-01-2014

The attached reimbursement request has been reviewed for approval by the following parties for their respective responsibilities:

- ☐ **GRANTEE:** I hereby certify that I have reviewed this proposed reimbursement request, that it conforms with Grant requirements, and that proposed reimbursement request is based on actual work completed to date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- ☐ **STATE OF TENNESSEE REAL ESTATE ASSET MANAGEMENT:** For review and approval of expectations established under the terms of the Grant Contract including review of the documentation submitted in support of the Grantee's request (% completion).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- ☐ **OFFICE OF THE STATE ARCHITECT:** For review and approval for compliance with State Building Commission policy as required by TCA 4-15-101, et.seq., prevailing wage laws as provided in TCA 12-4-401, and reimbursement compliance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- ☐ **OFFICE OF BUSINESS AND FINANCE:** For review and approval of proposed reimbursement requests for adequacy of supporting documentation and compliance with project budget.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT "C"**  
**LIST OF UNALLOWABLE COSTS**

<b>Unallowable Costs</b>
The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant, not to constitute allowable costs. The following items are examples of costs that are not allowable within the terms of the grant award. This list is not comprehensive as other items submitted may be deemed unallowable after further evaluation.
Advertising & Public Relations
Alcoholic Beverages
Audit Services
Bad Debts
Communication Costs
Donations & Contributions
Entertainment costs
Fines & Penalties
Food or beverage items not associated with a meal exception, per travel policy
Goods or Services for Personal Use
Housing & Personal Living Expenses
Indirect costs
Insurance & Indemnification
Interest, Fund Raising & Investment
Lobbying
Memberships, Subscriptions, & Professional Activities
Minor equipment
Other Direct Costs including expenses such as educational materials, promotional items, supplies, minor equipment, and services not requiring contractual agreements, acquired or consumed for purposes of the grant.
Personnel costs - only the direct compensation for salaries and fringe benefits of grantee employees hired expressly for the grant and for the time and effort spent on grant related activities.
Printing and duplication
Purchase of office furnishings and fixtures
Recruiting Costs
Relocation Costs
Rentals of space and equipment
Routine and/or existing grantee expenditures, or activities that constitute general expenses required to carry out overall grantee responsibilities
Selling & Marketing
Supplies
Training
Transportation of property



RESOLUTION 22-2014-15

A RESOLUTION AMENDING RESOLUTION 42-2013-14, ADOPTED JUNE 5, 2014, AUTHORIZING AN INTERLOCAL CONTRACT WITH MONTGOMERY COUNTY FOR CONSTRUCTION OF A FIRE PROTECTION FACILITY AND EMERGENCY MEDICAL SERVICES FACILITY

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

That the Clarksville City Council hereby amends RESOLUTION 42-2013-14, adopted June 5, 2014, which authorized an interlocal contract with Montgomery County for construction of a fire protection facility and emergency medical services facility, as follows:

- a. By deleting the first numbered paragraph and substituting therefore the following:
  1. Both parties covenant and agree that the site for this project as set out in Exhibit "A" attached hereto shall be deeded from the Industrial Development Board to the parties, in accordance with the provisions of a separate interlocal contract /lease by and between the Montgomery County Industrial Development Board, Montgomery County, and the City of Clarksville, pertaining to the construction of a joint City of Clarksville Fire Rescue and Montgomery County Emergency Medical Service (EMS) Facility within the Clarksville - Montgomery County Corporate Business Park (see City of Clarksville RESOLUTION 21-2014-15).

*ADOPTED:*

RESOLUTION 42-2013-14

A RESOLUTION AUTHORIZING AN INTERLOCAL CONTRACT WITH MONTGOMERY COUNTY FOR CONSTRUCTION OF A FIRE PROTECTION FACILITY AND EMERGENCY MEDICAL SERVICES FACILITY

*WHEREAS,* pursuant to a site location and development agreement, the City of Clarksville and Montgomery County have previously agreed to build a joint fire rescue and emergency medical services facility upon a suitable site within the Clarksville-Montgomery County Industrial Park.

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

That the Clarksville City Council hereby authorizes an interlocal contract with Montgomery County, attached hereto as Exhibit A, for construction of a fire protection facility and emergency medical services facility for the Clarksville-Montgomery Industrial Park and the City of Clarksville.

  
Mayor

*ATTEST:*

  
City Clerk

*ADOPTED:* June 5, 2014

## EXHIBIT A

### INTERLOCAL CONTRACT

This interlocal contract is made and entered into this 28 day of June, 2014 by and between Montgomery County, Tennessee hereinafter referred to as "County" and the City of Clarksville, Tennessee hereinafter referred to as "City".

Pursuant to a site location and development agreement signed between both parties and Hankook Tire Manufacturing TN, L.P. the City and the County agreed to build a joint Fire Rescue and Emergency Medical Service upon a suitable site within the Clarksville-Montgomery County Industrial Park. To effectuate this purpose the parties covenant and agree as follows:

1. Both parties covenant and agree that the site for this project as set out in Exhibit "A" attached hereto shall be deeded from the Industrial Development Board to the parties jointly and equally.
2. Both parties acknowledge that the Industrial Development Board will provide \$600,000.00 in funding which is to be equally distributed between City and County.
3. Both parties agree that the state of Tennessee will provide \$800,000.00 in funding which is to be equally distributed between City and County.
4. All remaining funding for this project shall be provided as is required to construct each agency's facility.
5. All architectural and design fees will be determined and apportioned between County and City by the architect selected for the project.
6. All site preparation costs shall be shared equally between the parties. Elements to be included in the site preparation component shall be determined by the Architect/Engineer during the design stage and agreed upon by both agencies prior to the bid.
7. Both parties agree that County shall establish an escrow account for receipt of all monies necessary to fund the entire project. County shall have sole signatory power on said account and shall pay all invoices when due.
8. County shall be the lead agency on the project and shall ensure that all contracts, bids or other necessary documents are properly procured and executed. City shall have the right to provide its own insight and input as is deemed necessary.
9. One contract and one bid shall be procured both of which shall be comprised of three components:
  - a. Site development.
  - b. Construction of the city fire department building.
  - c. Construction of the emergency medical services building.Each invoice submitted to County for payment shall be divided so as to itemize specifically each cost contributable to City and County.
10. After construction is complete on the project the site will be partitioned and deeded to each party individually. Both parties agree to jointly construct and maintain an ingress and egress easement to service both facilities.

11. The successful bid for the project shall bifurcate the costs of the Emergency Medical Services building and the Fire Station so that the costs associated thereto can be distributed to each party. County shall be responsible for all costs associated with the Emergency Medical Service building and City shall be responsible for all costs associated with the City Fire Station.
12. For the purpose of the site development within the Clarksville-Montgomery County Industrial Park, Montgomery County Building and Codes, along with its associated adopted building code will be used for the review, inspection, and approval of each facility.

  
Montgomery County

  
City of Clarksville