



**CLARKSVILLE CITY COUNCIL
EXECUTIVE SESSION
MAY 28, 2015, 4:30 P.M.**

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

AGENDA

1) PLANNING COMMISSION

ZONING: PUBLIC HEARING

1. **ORDINANCE 66-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Allen Moser for zone change on property at Reynolds Street and Porters Bluff Road from R-3 Three Family Residential District to R-6 Single Family Residential District (*RPC: Disapproval/Disapproval*)
2. **ORDINANCE 67-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Charles W. Hand (CWHFD, LLC), John Hadley-Agent, for zone change on property at Providence Boulevard and Peach Street from C-2 General Commercial District to C-5 Highway & Arterial Commercial District (*RPC: Disapproval/Approval*)
3. **ORDINANCE 68-2014-15** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Camilla Welch, Danell Welch-Agent, for zone change on property at Highway 41A South and Shady Maple Drive from C-5 Highway & Arterial Commercial District and R-2 Single Family Residential District to C-2 General Commercial District (*RPC: Approval/Approval*)

2) CONSENT AGENDA

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

1. **ORDINANCE 55-2014-15** (Second Reading) Authorizing right of eminent domain to obtain easements and rights-of-way for intersection improvements at Needmore Road & Trenton Road and Edmondson Ferry Road & Ashland City Road (41A Bypass) and installation of downtown sidewalks
2. **ORDINANCE 56-2014-15** (Second Reading) Amending the Official Code relative to keeping backyard chickens
3. **ORDINANCE 58-2014-15** (Second Reading) Authorizing extension of city utilities to property on Charles Bell Road; request of Terry Weakley
4. **ORDINANCE 59-2014-15** (Second Reading) Authorizing extension of city utilities to property on Dunlop Lane; request of William Francis Wooton
5. **ORDINANCE 61-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of John C. Fletcher for zone change on property located at Ft. Campbell Blvd. and Dover Crossing from C-2 General Commercial District to C-5 Highway & Arterial Commercial District
6. **ORDINANCE 62-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Bud E. Leavell, Edward C. Burchett-Agent, for zone change on property located at McCormick Lane and Trophy Trace from R-1 Single Family Residential District to R-4 Multiple Family Residential District and R-2A Single Family Residential District
7. **ORDINANCE 63-2014-15** (Second Reading) Amending the FY15 Parks & Recreation Budget to accept donation of \$118,000 from Clarksville Academy for two B-Cycle bicycle rental stations
8. **RESOLUTION 33-2014-15** Approving a retail liquor store Certificate of Compliance for Ashok K. Bhagchand (Favorite Liquors, Inc., 2570B Madison Street)
9. **RESOLUTION 40-2014-15** Approving a Certificate of Compliance for Todd Morris for operation of Elite Wine & Spirits, 1875 Madison Street
10. Adoption of Minutes: May 7, May 21, May 26

11. Approval of Board Appointments:

Adjustments & Appeals Board: Herb Baggett (replace Pam Powell-resigned) July 2015 through June 2018; Rex Hawkins (reappointment), Rick Reda (replace Jim Maynard-term expired), Josh Wright (reappointment) – July 2015 through June 2019

Economic Development Council: Bill Powers (replace Joel Wallace-term expired) – July 2015 through June 2017

Tree Board: Mike Borske (reappointment), Tracy Jackson (replace Michael Thompson (term expired) – July 2015 through June 2018

Arts and Heritage Development Council: Bettye Holte (replace Joyce Norris-term expired), Mandy Smith (replace Dixie Webb-term expired) – July 2015 through 2017; Sheila Bryant (replace Christopher Burawa-term expired), Chris Crow (replace Micki Daughtery-term expired), Marlon Crow (replace Turner McCullough-term expired), Jim Diehr (replace James Moore-term expired), Ellen Taylor (replace Joshua Wright-term expired) – July 2015 through June 2018

3) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

4) FINANCE COMMITTEE

Joel Wallace, Chair

1. **ORDINANCE 64-2014-15** (First Reading) Authorizing purchase of property at 815 Crossland Avenue (*Finance Committee: Approval*)
2. **RESOLUTION 37-2014-15** Establishing the Fleet Management Policy & Procedures (*Finance Committee: Approval*)
3. **RESOLUTION 38-2014-15** Authorizing reallocation of appropriated funds for Two Rivers Company (*Finance Committee: Approval*)
4. **RESOLUTION 39-2014-15** Authorizing an interlocal agreement with Montgomery County relative to the 2015 Byrne Justice Assistant Grant (*Finance Committee: Approval*)

5) GAS & WATER COMMITTEE

Wallace Redd, Chair

6) PARKS, RECREATION, GENERAL SERVICES

Valerie Guzman, Chair

7) PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire, Police)

Geno Grubbs, Chair

8) STREET COMMITTEE

James Lewis, Chair

9)TRANSPORTATION COMMITTEE

Deanna McLaughlin, Chair

10) NEW BUSINESS

1. **ORDINANCE 57-2014-15** (First Reading; Postponed May 7th) Authorizing purchase of the downtown Bank of America property (*Councilman Allen*)
2. **ORDINANCE 60-2014-15** (First Reading; Postponed May 7th) Amending the Official Code relative to membership of the Central Business Improvement District Management Corporation (Two Rivers Company) (*Councilman Wallace*)
3. **ORDINANCE 65-2014-15** Amending the Official Code relative to the Code of Ethics (*Councilman Garrett*)
4. **RESOLUTION 36-2014-15** (Postponed May 7th) Ratification of Tennessee General Assembly Private Chapter __ of the Private Acts of 2015 relative to comprehensive amendments to the Official Charter of the City of Clarksville (*Mayor McMillan*)

11) MAYOR AND STAFF REPORTS

12) ADJOURNMENT

13) PUBLIC COMMENTS

ORDINANCE 66-2014-15

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

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

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

ORDINANCE 67-2014-15

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

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

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

ORDINANCE 68-2014-15

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

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

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

CITY ZONING ACTIONS

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

CITY ORD. #: 66-2014-15 RPC CASE NUMBER: Z-12-2015

Applicant: ALLEN MOSER

Agent:

Location: at the northeast corner of the Reynolds St. and Porter Bluff Rd. intersection.

Ward #: 9

Request: R-3 Three Family Residential District
to
R-6 Single-Family District

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: DISAPPROVAL

CITY ORD. #: 67-2014-15 RPC CASE NUMBER: Z-14-2015

Applicant: CHARLES W HAND (C W H F D LLC)

Agent: John Hadley

Location: at the southeast corner of the the Providence Blvd. & Peach St. intersection.

Ward #: 6

Request: C-2 General Commercial District
to
C-5 Highway & Arterial Commercial District

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 68-2014-15 RPC CASE NUMBER: Z-15-2015

Applicant: CAMILLA WELCH

Agent: Danell Welch

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

Ward #: 10

Request: C-5 Highway & Arterial Commercial District / R-2 Single-Family Residential District
to
C-2 General Commercial District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 5/27/2015

CASE NUMBER: Z - 12 - 2015

NAME OF APPLICANT: Allen

Moser

AGENT:

GENERAL INFORMATION

PRESENT ZONING: R-3

PROPOSED ZONING: R-6

**EXTENSION OF ZONE
CLASSIFICATION:** NO

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

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

ACREAGE TO BE REZONED: 1.35

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

GROWTH PLAN AREA:

CITY **TAX PLAT:** 66-E-M

PARCEL(S): 17.02 thru 17.08

CIVIL DISTRICT: 12

CITY COUNCIL WARD: 9

COUNTY COMMISSION DISTRICT: 21

PREVIOUS ZONING HISTORY: AB-1-2000 (Abandonment)

**(to include zoning, acreage and
action by legislative body)**

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)

- ☐ ATT
- ☒ FIRE 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.

3.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

4.

3. DRAINAGE COMMENTS:

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELL SOUTH:

7.

6. FIRE DEPT/EMERGENCY MGT.:

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

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

Opposed To Request. Letter In File.

9.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

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

9. SCHOOL SYSTEM:

ELEMENTARY: MOORE

MIDDLE SCHOOL: RICHVIEW

HIGH SCHOOL: CLARKSVILLE

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

11.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

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

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: PORTERS BLUFF RD. & REYNOLDS ST.

DRAINAGE:
SOUTH TO NORTH

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

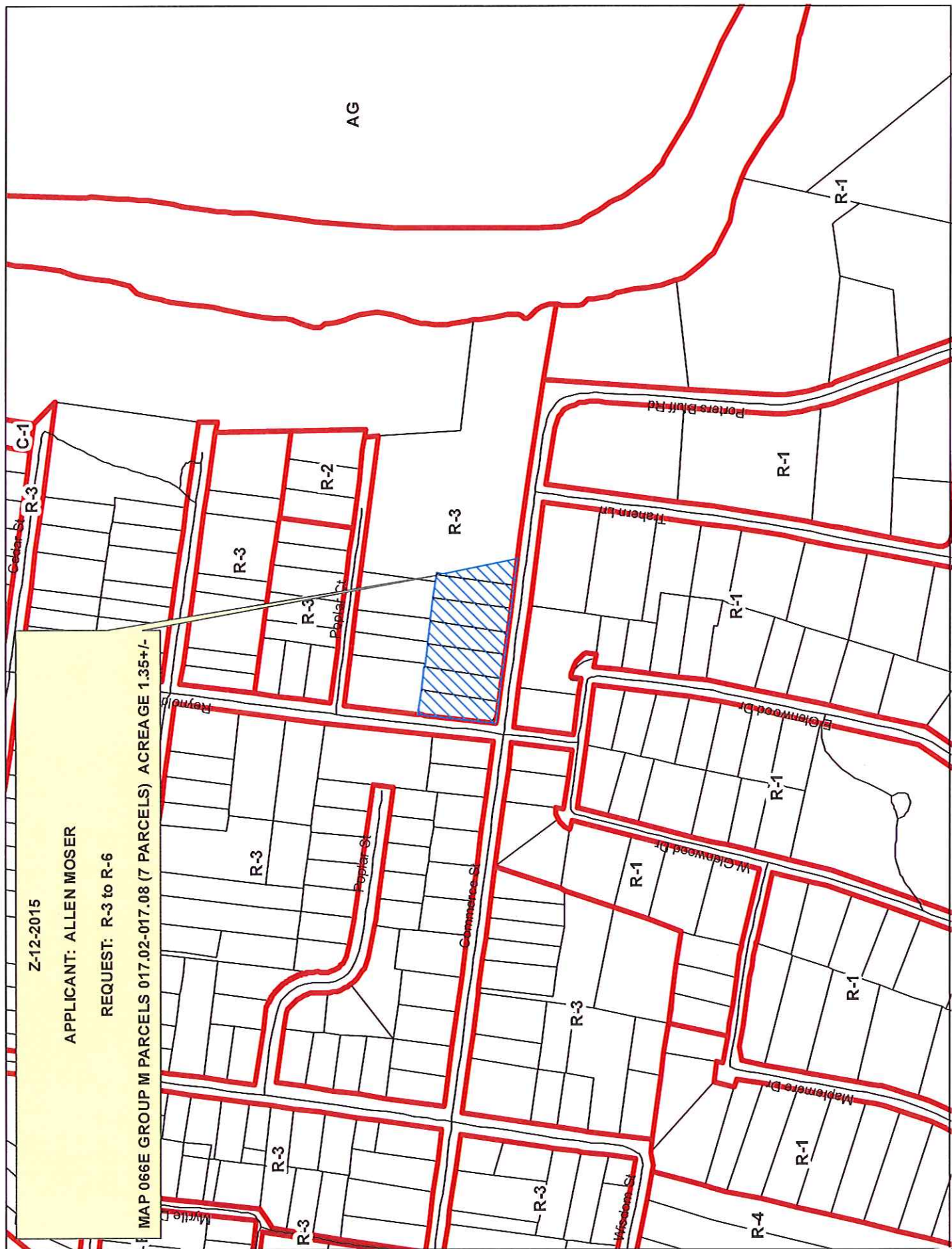
HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

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

STAFF RECOMMENDATION: **DISAPPROVAL**

1. The proposed zoning request is inconsistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. The proposed R-6 Single Family District was designed to provide infill opportunity for high-density detached single family residential. This property / development was constructed using lot of record status for single-family use and 5-foot side yard, and would meet all the requirements set forth by the R-6 standards except mandatory sidewalks and preference for rear access.
3. Proposed R-6 zoning would permit possible lot sizes that are out of character with established surrounding single family development.
- 4.
- 5.



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

APPLICANT: Allen Moser

PRESENT ZONING R-3

PROPOSED ZONING R-6

TAX PLAT # 66-E-M

PARCEL 17.02 thru 17.08

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

PUBLIC COMMENTS

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

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 5/27/2015

CASE NUMBER: Z - 14 - 2015

NAME OF APPLICANT: Charles W

Hand (C W H F D Llc)

AGENT: John

Hadley

GENERAL INFORMATION

PRESENT ZONING: C-2

PROPOSED ZONING: C-5

EXTENSION OF ZONE

CLASSIFICATION: NO

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

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

ACREAGE TO BE REZONED: 1.31 +/-

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

GROWTH PLAN AREA:

CITY TAX PLAT: 54-E-D

PARCEL(S): 6.00 & 7.00

CIVIL DISTRICT: 7th

CITY COUNCIL WARD: 6

COUNTY COMMISSION DISTRICT: 13

PREVIOUS ZONING HISTORY: Z-25-1993 C-2 to C-5 Withdrawn by the Applicant.
(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:

May Require Water System Upgrades. No Gravity Sewer Available.

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

3.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

4.

3. DRAINAGE COMMENTS:

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELLSOUTH:

7.

6. FIRE DEPT/EMERGENCY MGT.:

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

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

Comments Received From Department And They Had No Concerns.

9.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

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

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

11.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON Minimal
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: PROVIDENCE BLVD. & PEACH ST.

DRAINAGE:
NORTH TO SOUTH

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

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

STAFF RECOMMENDATION: **DISAPPROVAL**

1. The proposed zoning request is consistent with Growth Plan (as in the City), but inconsistent the adopted Land Use Plan.
2. The adopted Land Use Plan indicates that the present C-2 zoning classification is assumed to be correct unless the proposed zone is more consistent with the land use plan, the parcel was incorrectly zoned in the first place, or major changes of an economic, physical or social nature were not considered in the present plan which have substantially altered the character of the area.
3. All adjacent properties and properties in the immediate area are currently zoned C-2.
4. No adverse environmental issues were identified relative to this request.
5. The Proposed Use Does Not Support The 2030 Smart Growth Plan. New Providence Goals: "transform Rundown Properties Into Mix Of Residential/commercial Redevelopment.

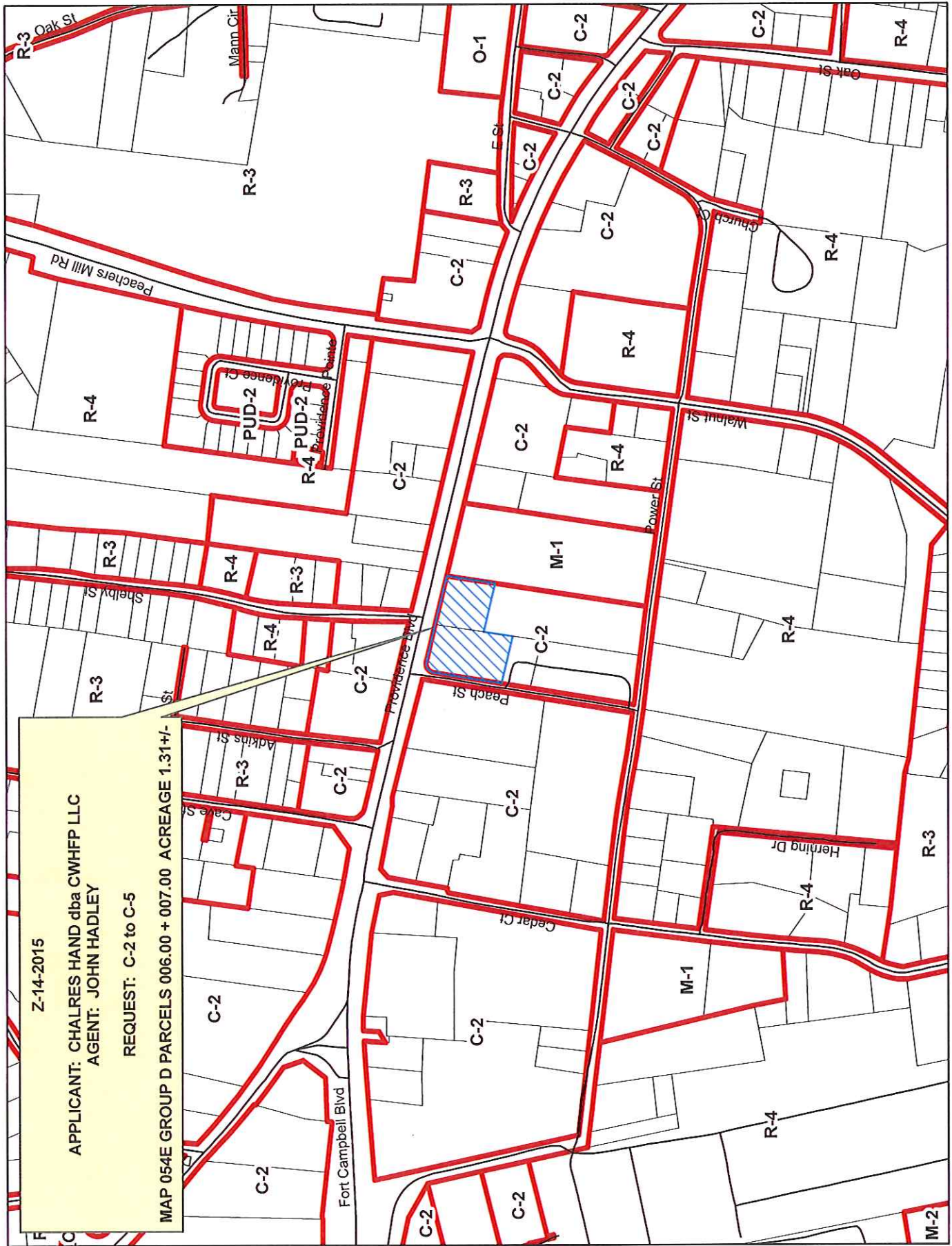
Z-14-2015

APPLICANT: CHALRES HAND dba CWHFP LLC

AGENT: JOHN HADLEY

REQUEST: C-2 to C-5

MAP 054E GROUP D PARCELS 006.00 + 007.00 ACREAGE 1.31+/-



CASE NUMBER: Z 14 2015 MEETING DATE 5/27/2015
APPLICANT: Charles W Hand (C W H F D Llc)
PRESENT ZONING C-2 PROPOSED ZONING C-5
TAX PLAT # 54-E-D PARCEL 6.00 & 7.00
GEN. LOCATION Property located at the southeast corner of the the Providence Blvd. & Peach St.
intersection.

PUBLIC COMMENTS

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

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 5/27/2015

CASE NUMBER: Z - 15 - 2015

NAME OF APPLICANT: Camilla

Welch

AGENT: Danell

Welch

GENERAL INFORMATION

PRESENT ZONING: C-5 R-2

PROPOSED ZONING: C-2

EXTENSION OF ZONE

CLASSIFICATION: NO

APPLICANT'S STATEMENT Not stated in application.

FOR PROPOSED USE:

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

ACREAGE TO BE REZONED: 3.87 +/-

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

GROWTH PLAN AREA:

CITY **TAX PLAT:** 81

PARCEL(S): 162, 163 &
164.01

CIVIL DISTRICT: 11

CITY COUNCIL WARD: 10

COUNTY COMMISSION DISTRICT: 3

PREVIOUS ZONING HISTORY:

**(to include zoning, acreage and
action by legislative body)**

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)

- ☐ ATT
- ☒ FIRE DEPARMENT
- ☐ EMERGENCY MANAGEMENT
- ☒ POLICE DEPARTMENT
- ☐ SHERIFF'S DEPARTMENT
- ☒ CITY BUILDING DEPT.
- 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:

No Gravity Sewer Available

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

3.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

4.

3. DRAINAGE COMMENTS:

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELL SOUTH:

7.

6. FIRE DEPT/EMERGENCY MGT.:

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

Comments Received From Department And They Had No Concerns.

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

9.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Comments Received From Department And They Had No Concerns.

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

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11.

11. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

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

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: HIGHWAY 41-A SOUTH

DRAINAGE:
SOUTH TO NORTH

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

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

STAFF RECOMMENDATION: APPROVAL

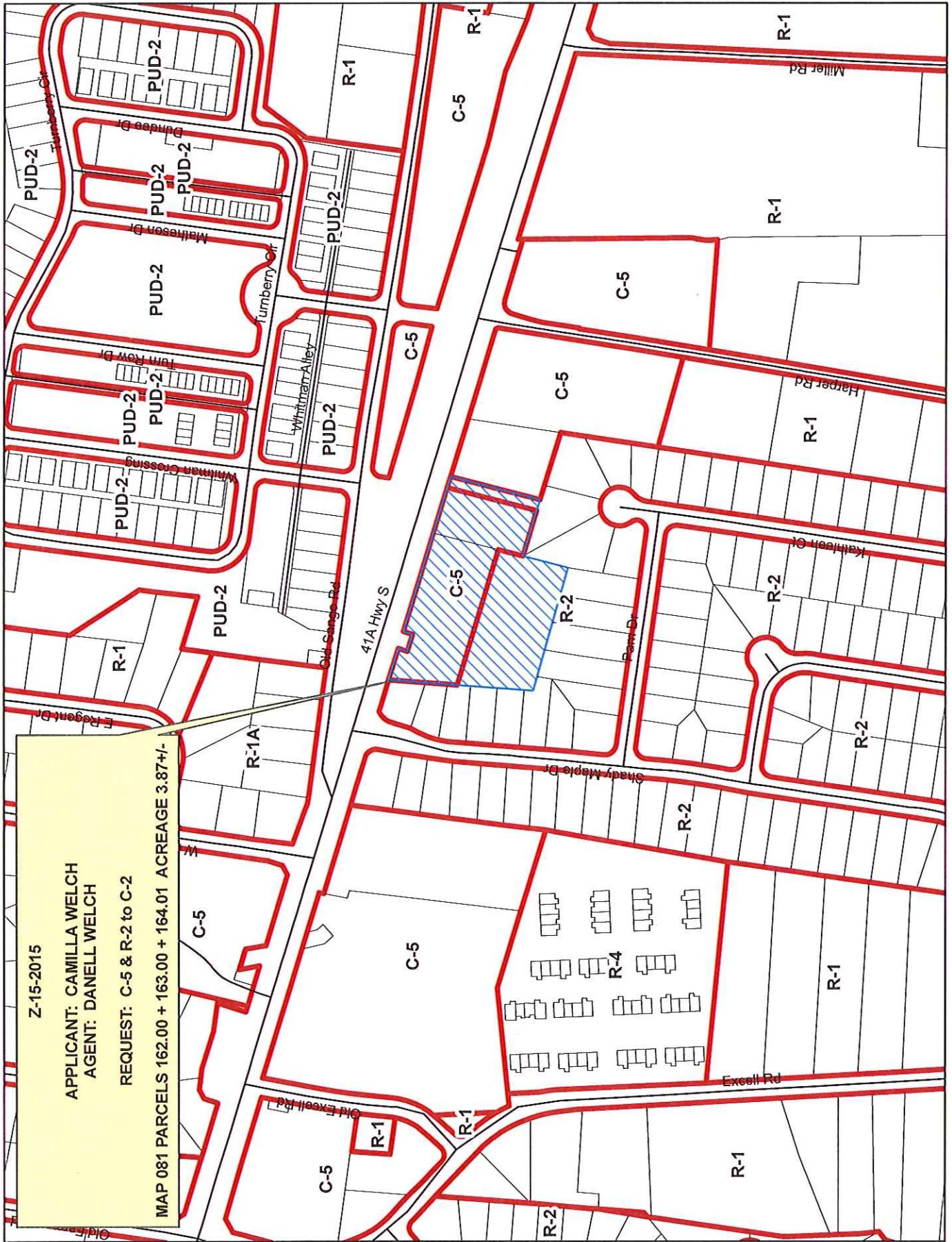
1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.

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

3.

4.

5.



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

APPLICANT: Camilla

Welch

PRESENT ZONING C-5

PROPOSED ZONING C-2

TAX PLAT # 81

PARCEL 162, 163 & 164.01

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

PUBLIC COMMENTS

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

ORDINANCE 55-2014-15

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

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

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

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

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

FIRST READING: May 7, 2015

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 56-2014-15

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

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

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

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

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

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

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

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

- (a) *General prohibitions.* It shall be unlawful for any person to keep or allow to be kept cattle, horses, sheep, goats, swine or poultry of any kind in any residentially zoned district within the city limits except as may be permitted by any applicable city zoning law.
- (b) Exceptions pertaining to poultry. Notwithstanding the provisions of (a) above, or any applicable zoning restrictions pertaining to the same, the keeping of poultry may be permitted subject to the following restrictions, prohibitions, and conditions:
 - (1) The keeping of domesticated hens (female chickens) shall be allowed in the residentially zoned districts of E-1, R-1, R-1A, **R-2, and R-2A.**
 - (2) Other types of fowl and poultry, such as ducks, geese, quail, pigeons, or turkeys shall not be considered domesticated hens.
 - (3) Roosters shall be prohibited. Breeding of permitted hens shall be prohibited on property premises. On-site slaughtering is prohibited.

- (4) All domesticated hens shall be kept outside of a habitable structure in a fenced chicken enclosure (chicken run), and a portion of the chicken enclosure must include a covered coop structure (henhouse). The chicken coop shall provide at least two (2) square feet per chicken and shall not exceed fifty (50) square feet. The chicken enclosure shall provide at least six (6) square feet per bird, and the enclosure shall also include the coop within the enclosure, and the entire enclosure shall not exceed a total of four hundred (400) square feet. The maximum height of the coop shall be no more than ten (10) feet at the highest point as measured from the ground directly beneath the highest point of the coop. the enclosure and coop shall be located in the rear of the property ten (10) feet away from any side property line. **The lot area for keeping domesticated hens shall be a minimum of 12,000 square feet.** The coop shall be covered and enclosed on all sides. The enclosure shall be open to the air above, or the enclosure may be covered by a permeable material approved by the department of building and codes. A maximum of six (6) chickens may be permitted on any parcel or tract of property.
- (5) Any food storage shall be kept in airtight, predator proof, and weather proof containers.
- (6) There shall be a one-time application fee of fifty dollars (\$50.00) for any person applying for a chicken permit. As a part of the permit process and at the time of the permit application the applicant shall provide a site drawing showing the location of the proposed chicken enclosure and the chicken coop in relationship to the applicant's real property line boundaries. Final permit approval shall be subject to inspection of the completed structure by the department of building and codes.
- (7) The permit applicant must own and occupy the property for which the permit is applied. The permit cannot be transferred or assigned to any other person. A permit shall expire upon the sale or other transfer of the property, or if the permit holder ceases to reside at the property for which the permit was granted.
- (8) A permanent screening buffer shall be required. The screening buffer shall be located no closer than the minimum front yard setback of the applicant's property. This permanent screening buffer may be a fence, shrubbery, or other similar structure or plant.
- (9) The chicken coop and enclosure shall be well maintained and regularly cleaned to control dust, odor, and waste, in order to not constitute a nuisance, safety hazard or health problem to surrounding property. As part of proper maintenance, the permit holder must remove any chicken waste on a regular basis, at least biweekly, and dispose of it in a proper manner. Chicken waste includes excrement, uneaten feed, feathers, or other waste items. If the

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

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

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

ORDINANCE 58-2014-15

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

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

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

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

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

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

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

FIRST READING: May 7, 2015

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 59-2014-15

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

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

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

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

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

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

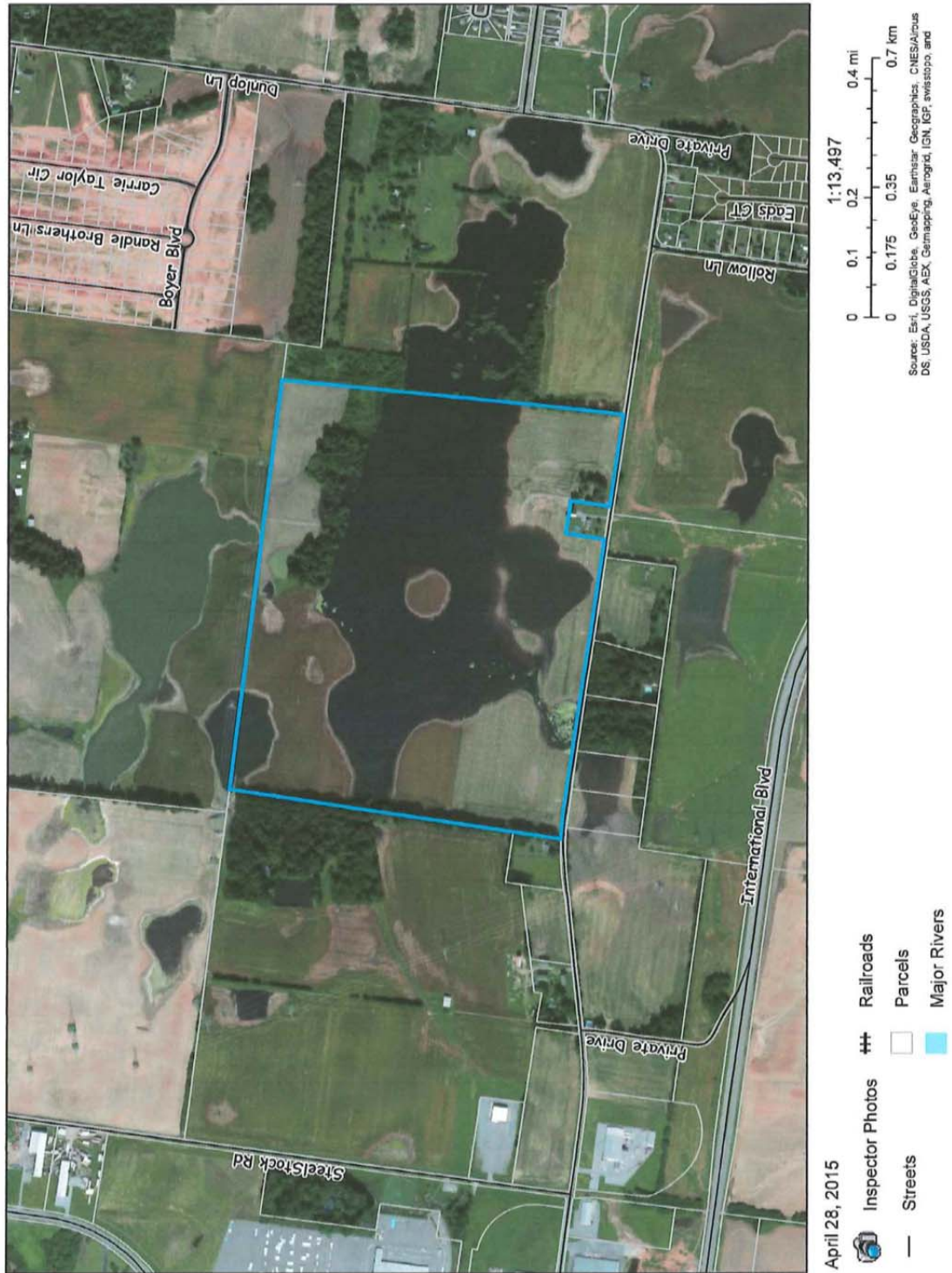
That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 40, Parcel 11.00 with the property address of Dunlop Lane outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject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

FIRST READING: May 7, 2015

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 61-2014-15

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

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

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

PUBLIC HEARING: May 7, 2015

FIRST READING: May 7, 2015

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

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

ORDINANCE 62-2014-15

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

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

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

PUBLIC HEARING: May 7, 2015

FIRST READING: May 7, 2015

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

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

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

ORDINANCE 63-2014-15

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

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

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

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

That the following General Fund adjustment be made:

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

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

FIRST READING: May 7, 2015

SECOND READING:

EFFECTIVE DATE:

RESOLUTION 33-2014-15

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

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

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

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

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

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

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

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

ADOPTED:

RESOLUTION 40-2014-15

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

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

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

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

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

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

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

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

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

ADOPTED:



**CLARKSVILLE CITY COUNCIL
REGULAR SESSION
MAY 7, 2015

MINUTES**

CALL TO ORDER

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

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

ATTENDANCE

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

PUBLIC HEARING

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

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

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

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

No one spoke for or against this request.

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

ADOPTION OF ZONING

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

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

NAY: McLaughlin

The motion to adopt this ordinance on first reading passed.

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

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

The motion to adopt this ordinance on first reading passed.

CONSENT AGENDA

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

1. **ORDINANCE 46-2014-15** (Second Reading) Amending the FY15 Capital Projects Budget to accept a TDOT Multimodal Access Project grant
2. **ORDINANCE 47-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Kevin Kennedy and Bruce Kennedy, Wade Hadley-Agent, for zone change on property at the intersection of Needmore Road and Trenton Road from R-1 Single Family Residential District and R-4 Multiple Family Residential District to C-2 General Commercial District
3. **ORDINANCE 48-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Hui Sun Cho, Sung Cho-Agent, for zone change on property at the intersection of Franklin Street and Reynolds Street from R-3 Three Family Residential District to C-1 Neighborhood Commercial District

4. **ORDINANCE 49-2014-15** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Shaun Robertson for zone change on property at the intersection of Maple Lane and Riverview Drive from R-2 Single Family Residential District to R-6 Single Family District
5. **ORDINANCE 51-2014-15** (Second Reading) Amending the FY15 Capital Projects to increase funding for the public safety communications system
6. **ORDINANCE 52-2014-15** (Second Reading) Amending the Zoning Ordinance and City of Clarksville Code relative to vested property rights site review requirements
7. **ORDINANCE 54-2014-15** (Second Reading) Amending the FY15 General Fund Budget for purchase of an HVAC for the Custom House Museum's storage facility
8. Adoption of Minutes: March 26, March 30, April 2, April 20
9. Approval of Board Appointments:

Housing Authority: John Castleman – May 2015 through September 2018

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

Tree Board: Mike Borske – May 2015 through June 2015

Zoning Appeals: Tracy Knight – May 2015 through December 2015

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

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

The motion to adopt the Consent Agenda passed.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

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

FINANCE COMMITTEE

Joel Wallace, Chair

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

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

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

The motion to adopt this ordinance on first reading passed.

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

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

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

The motion to adopt this resolution passed.

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

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

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

The motion to adopt this resolution passed.

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

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

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

The motion to adopt this resolution passed.

GAS & WATER COMMITTEE

Wallace Redd, Chair

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

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

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

The motion to adopt this ordinance on first reading passed.

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

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

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

The motion to adopt this ordinance on first reading passed.

PARKS, RECREATION, GENERAL SERVICES

Valerie Guzman, Chair

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

PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire, Police)

Geno Grubbs, Chair

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

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

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

NAY: Lewis, McLaughlin

The motion to adopt this ordinance on first reading passed.

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

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

STREET COMMITTEE

James Lewis, Chair

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

TRANSPORTATION COMMITTEE

Deanna McLaughlin, Chair

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

NEW BUSINESS

BANK OF AMERICA PROPERTY

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

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

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

The motion to postpone passed.

CBID/TRC BOARD MEMBERSHIP

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

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

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

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

NAY: Alexander, Allen, Garrett, McLaughlin, Wallace

ABSTAIN: Burkhart

The motion to postpone passed.

PARKS B-CYCLE GRANT

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

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

The motion to consider passed.

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

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

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

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

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

The motion to adopt this ordinance on first reading passed.

CHARTER REVISIONS

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

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

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

MAYOR AND STAFF REPORTS

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

ADJOURNMENT

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



**CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
MAY 21, 2015**

MINUTES

CALL TO ORDER

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

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

ATTENDANCE

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

REVIEW AND DISCUSSION OF FY16 BUDGET

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

ADJOURNMENT

The meeting adjourned at 7:05 p.m.



**CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
MAY 26, 2015**

MINUTES

CALL TO ORDER

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

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

ATTENDANCE

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

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

REVIEW AND DISCUSSION OF FY16 BUDGET

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

ADJOURNMENT

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

ORDINANCE 64-2014-15

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

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

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

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

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

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

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

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Tract 1:

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

Tract 2:

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

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

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

May 15, 2015

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

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

Dear Pastor Martin :

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

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

1. The sale is voluntary. If you do not wish to sell, the City of Clarksville will not acquire your property and will not use the power of eminent domain to acquire the property.
2. We estimate the fair market value of the property to be \$150,000.

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

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

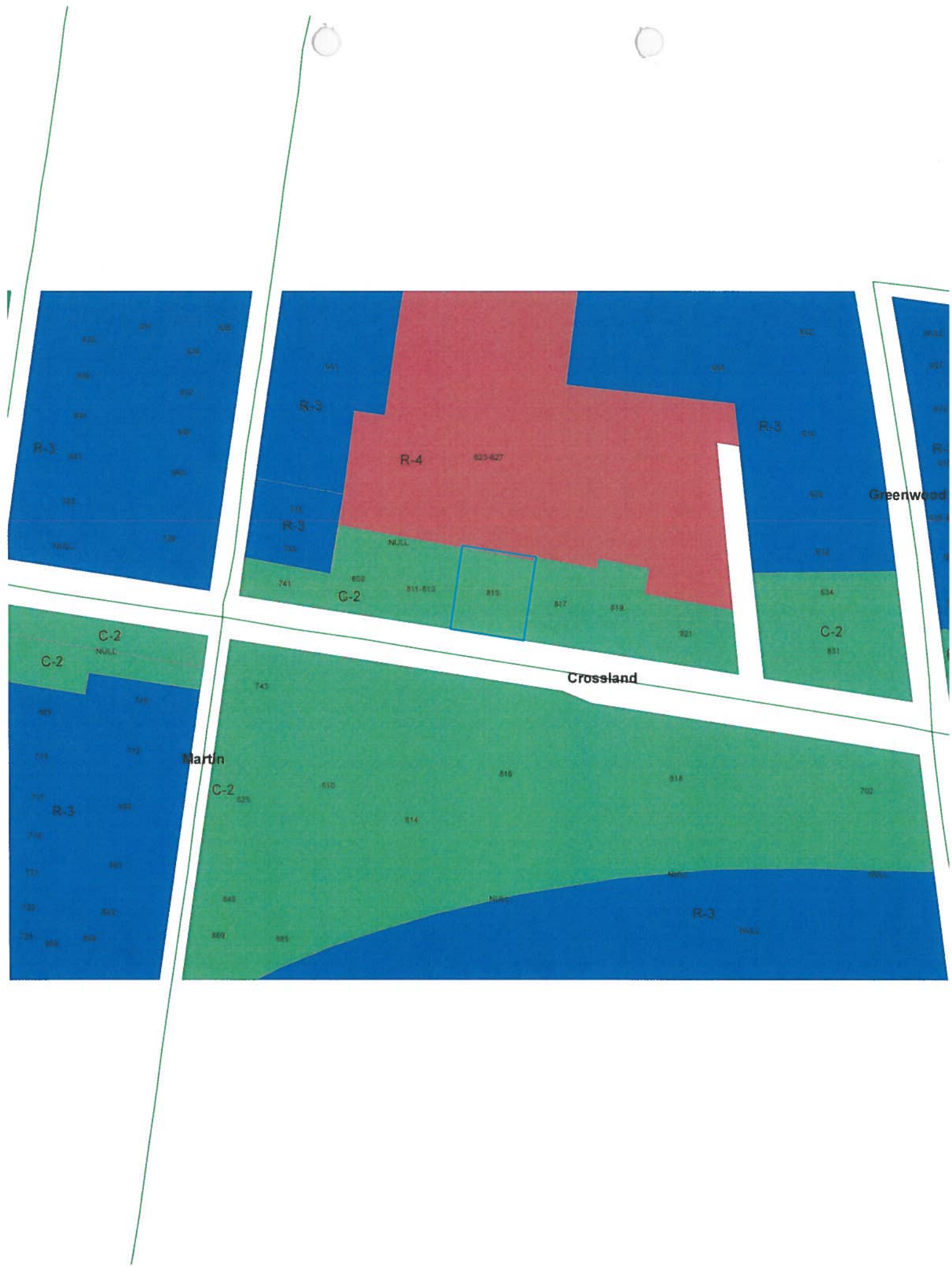
If you have any questions about this matter, please contact my office at (931) 648-6133.

Sincerely,



Keith D. Lampkin
Director

KDL:tsk



OFFICE OF HOUSING
+ COMMUNITY DEVELOPMENT



March 17, 2015

Pastor William Martin
962 Terrace Side Circle
Clarksville, TN 37040

Dear Pastor Martin:

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

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

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

Sincerely,

Keith D. Lampkin
Director

blr

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

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

Signature

23 March 2015

Date

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

PREPARED FOR:

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

PREPARED BY:

Jon Durrett Clouser, TR-4573
Tennessee State Licensed Trainee

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

EFFECTIVE DATE OF APPRAISAL:

December 8th 2014

DATE OF REPORT:

December 10th 2014

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

December 10th 2014

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

Re: Appraisal of 815 Crossland Avenue

Dear Ms. Bertha:

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

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

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

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

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

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

"As is"

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

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

Respectfully Submitted,



Jon Durrett Clouser, TR-4573
TN State Registered Trainee



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

The Adjustment Process

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

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

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

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

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

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

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

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

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

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

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

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

$$2,999/\text{sf} \quad \times \quad \$50 \quad = \quad \$149,950$$

Rounded Value **\$150,000**

Reconciliation of Value

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

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

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

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

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

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

“As Is”:

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

G. HERBERT
PRITCHETT & ASSOCIATES, INC.
REAL ESTATE APPRAISERS & CONSULTANTS

222 Union Street
Madisonville, KY 42431
P: 800-227-4708 | F: 270-821-0202

March 27, 2014

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

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

Dear Ms. Rufus:

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

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

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

Very truly yours,

G. HERBERT PRITCHETT & ASSOCS., INC.



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



Appraisal Review USPAP Checklist				
Property Name: City of David Christian Center				
Address: 815 Crossland Ave. Clarksville, TN				
Appraiser: Jon Durrett Clouser, Mark Young				
Date of Appraisal Report: December 10, 2014				
Standard Rule No.	Narrative Summarizing Rule	Report Complies	Does Not Comply	Not Applicable
1-1a	Correctly Employ Approaches	X		
1-1b	Errors of Omission/Commission	X		
1-1c	Services Rendered in Careless/Negligent Manner	X		
1-2a	Identify client and intended users	X		
1-2b	Identify intended use of opinions	X		
1-2c	Identify purpose of assignment & define value considered	X		
1-2d	Identify effective date of conclusions	X		
1-2e	Identify property characteristics	X		
1-2f	Identify extraordinary assumptions			X
1-2g	Identify hypothetical conditions			X
1-2h	Identify scope of work	X		
1-3a	Consider Land Use Regs., etc.	X		
1-3b	Highest & Best Use	X		
1-4a	Analyze comparable sales	X		
1-4b(i)	Collect, analyze data for site value	X		
1-4b(ii)	Collect, analyze data for cost new	X		
1-4b(iii)	Collect, analyze data for depreciation/obsol.	X		
1-4c(i)	Collect, analyze rental data			X
1-4c(ii)	Collect, analyze expense data			X
1-4c(iii)	Collect, analyze rate/discount rate data			X
1-4c(iv)	Base projections of future rent			X
1-4d	Leased Fee/Leasehold Valuations			X
1-4e	Consider Assemblage Value Problems			X
1-4f	Consider Value Effect Of Future Public Improvements	X		
1-4g	Take into account personal property, intangibles			X
1-5a	Consider & Analyze Current Agreement of Sale	X		
1-5b	Consider & Analyze Past Sales of Subject	X		
1-6a	Reconcile quality & quantity of data	X		
1-6b	Reconcile applicability & suitability of approaches	X		
2-1a	Report Not Be Misleading	X		
2-1b	Have Enough Information To Be Understandable	X		
2-1c	Disclose Extraordinary Assumptions			X
Type of Report Reviewed		Appraisal Report		
2-2 (i)	Identify client and intended users	X		
2-2 (ii)	Identify intended use of opinions	X		
2-2 (iii)	Identify property physical & economic characteristics	X		
2-2(iv)	Identify property interest appraised	X		
2-2(v)	Define value & give source	X		
2-2(vi)	Identify effective date of conclusions & report date	X		
2-2(vii)	Identify scope of work	X		
2-2(viii)	Set Forth, Procedures, Supporting Data & Reasoning	X		
2-2(ix)	State use of the property	X		
2-2 (x)	Opinion Of Highest & Best Use	X		
2-2(xi)	Clearly state any extra assumptions & hypo conditions			x
2-2 (xii)	Signed Certification	X		
2-3	Content of Signed Certification	X		
2-4	Content In Oral Testimony			X

CLIENT, INTENDED USE, INTENDED USERS OF THE REVIEW

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

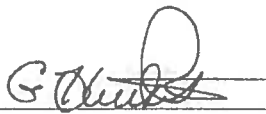
SCOPE OF WORK OF THIS REVIEW

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

CERTIFICATION OF THE APPRAISAL

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

- The facts and data reported by the reviewer and used in the review process are true and correct.
 - The analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions stated in this review report, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
 - I have no present or prospective interest in the property that is the subject of work under review, and no personal interest with respect to the parties involved.
 - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results
 - My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
 - My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*, and the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute
 - The undersigned did not make a detailed personal inspection of the property that is the work of this review.
 - No one provided significant real property professional assistance to the persons signing this report.
- I have performed no service regarding the property over the last 3 years.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
 - As of the date of this report, I, G. Herbert Pritchett, have completed the requirements of the continuing education program of the Appraisal Institute.



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

RESOLUTION 37-2014-15

A RESOLUTION ESTABLISHING THE CITY OF CLARKSVILLE FLEET MANAGEMENT
POLICY

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

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

ADOPTED:

CITY OF CLARKSVILLE, TN

FLEET MANAGEMENT POLICY AND PROCEDURES

Effective _____, ____ 2015

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I. PREFACE

FLEET MANAGEMENT POLICY AND PROCEDURES

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

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

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

II. INTRODUCTION

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

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

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

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

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

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

III. GENERAL POLICY

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

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

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

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

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

IV. VEHICLE CLASSES AND TAXABLE BENEFITS

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

Vehicle class assignments shall be in accordance with the following:

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

- 1) vehicle shall be used during business hours for business purposes exclusively; and
- 2) vehicle remains on City property after business hours, except in rare circumstances where an employee may be permitted to drive the vehicle to his/her home after business hours.

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

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

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

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

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

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

Taxable to Employee.

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

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

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

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

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

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

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

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

V. PREVENTATIVE MAINTENANCE

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

VI. OPERATOR RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

VII. VEHICLE ABUSE

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

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

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

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

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

VIII. VEHICLE AND EQUIPMENT PROCUREMENT

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

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

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

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

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

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

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

IX. [RESERVED]

X. FLEET SAFETY

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

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

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

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

Each department shall:

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

The Safety Coordinator shall:

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

Operators shall:

See Operator Responsibilities section contained herein.

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

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

XI. VEHICLE ACCIDENTS

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

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

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

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

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

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

DRIVER PERFORMANCE RATING SCALE				
# of Violations	# of Preventable Accidents			
	0	1	2	3
0	Clear	Acceptable	Borderline	Poor
1	Acceptable	Acceptable	Borderline	Poor
2	Acceptable	Borderline	Poor	Poor
3	Poor	Poor	Poor	Poor
4	Poor	Poor	Poor	Poor

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

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

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

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

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

XII. TOOL ALLOWANCE

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

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

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

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

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

1. The tool allowance shall be \$750.00 per fiscal year, paid in a lump sum;
2. Employees who meet eligibility requirements will be paid the tool allowance for the preceding year within the first three (3) months after June 30;
3. A tool allowance is considered gross wages for the purposes of retirement benefits calculations, federal and state withholding, FICA taxes, and other withholdings and contributions based on gross wages paid;

4. A tool allowance is not incorporated in an employee's hourly or base wages for purposes of calculating salary increases, overtime, life insurance coverage eligibility, or any other benefit, other than those based on gross wages paid; and
5. Employees are responsible for filing tool expenses, as may be appropriate, on their individual tax returns.

CITY OF CLARKSVILLE VEHICLE ASSIGNMENT FORM

Date: _____

Department: _____

Vehicle/Equipment ID Number:

Description:

Operator Names:

Check the appropriate vehicle class and category which applies:

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

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

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

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

- _____ 1. Clearly marked police, fire or public safety officer vehicle and:
 - a. Employee must always be on call;
 - b. Employee must be required by employer to use the vehicle for commuting;
 - c. Employer must prohibit personal use (other than commuting) for travel outside of the officer's jurisdiction; and
 - d. Vehicle must be clearly identified (more than a marking on the license plate) as a public safety vehicle.

- _____ 2. Unmarked Law Enforcement Vehicle:
 - a. Employer must officially authorize incidental personal use;
 - b. Personal use must be incidental to use for law-enforcement purposes; and
 - c. Vehicle must be used by a full-time law enforcement officer authorized to carry firearms, execute warrants and make arrests.

- _____ 3. Specialized Utility Truck Over 14,000 Pounds:
- a. Truck is designed to carry tools, equipment, etc.;
 - b. Truck has permanent interior construction, including shelves and racks; and
 - c. Employer must require employee to commute for emergency call-outs to restore or maintain utility services.
4. Utility Repair Van or Pick Up Truck 14,000 Pounds or Less:
- a. Van
- _____
- i. Permanent shelving that fills most of the cargo area; or
 - ii. An open cargo area that is always filled with merchandise or equipment.
- b. Pick-up truck equipped with one of the following:
 - i. Hydraulic lift gate;
 - ii. Permanent tanks or drums; and
 - _____ iii. Permanent side boards or panels that raise the level of the sides of the truck bed.

CLASS C VEHICLES: Other City Vehicles Driven Home After Regular

Business Hours – Commuter and Personal Usage is Taxable to the Employee

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

- a. The vehicle is driven only for commuting and de minimis personal usage in addition to business usage; and
- b. Taxable benefit is calculated by Commuting Rule.

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

- a. The vehicle is driven only for commuting and de minimis personal usage in addition to business usage.; and
- b. Taxable benefit is calculated by Commuting Rule.

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

- a. The vehicle is driven only for commuting and de minimis personal usage in addition to business usage; and
- b. Taxable benefit is calculated by the Lease Value Method.

_____ 4. Vehicle driven home by the Mayor:

- a. The vehicle is used for both personal and business usage; and
- b. Taxable benefit is calculated by the Lease Value Method.

Operator Signature:_____

Date: _____

Date: _____

Date: _____

Date: _____

Department Head's Signature:

Date: _____

**Mayor's Signature (Required for Department Head
Vehicle)**

Date: _____

Appendix C to Fleet Management Policy and Procedures

Vehicle Use Justification Form

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

RESOLUTION 38-2014-15

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

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

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

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

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

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

ADOPTED:

Two Rivers Company
Exhibit #1

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

RESOLUTION 39-2014-15

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

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

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

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

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

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

1. That the City of Clarksville agrees to provide Montgomery County \$28,161 from the JAG award for the 2015 Clarksville-Montgomery County Law Enforcement Program, and
2. That Montgomery County will use \$28,161 for the Law Enforcement Program no later than September 30, 2018; and
3. That the City of Clarksville shall be the applicant and fiscal agent for the 2015 Byrne Justice Assistance Grant; and
4. The Clarksville City Council hereby authorizes the interlocal agreement attached hereto as Exhibit A; and
5. That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED:

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

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

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

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

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

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

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

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

For the CITY OF CLARKSVILLE, TN:

Kim McMillan, Mayor

Date

For the COUNTY OF MONTGOMERY, TN

Jim Durrett, Mayor

Date

ORDINANCE 57-2014-15

AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY FROM BANK OF AMERICA

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

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

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

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

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

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

POSTPONED: May 7, 2015

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT "A"

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

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

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

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

For:

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

By:

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

Effective Date of Appraisal:

August 14th 2014

Date of Report

September 11th 2014

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

September 11th 2014

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

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

Ms. Kelley:

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

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

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

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

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

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

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

"As Is"

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

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Mark Young", with a stylized flourish underneath.

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

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Certification of Appraisal

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

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

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



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

09/11/2014

Date

Summary of Salient Facts and Conclusions

General Data:

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

Physical Data:

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

Market Value Indications for 215 Legion Street “As Is”

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

Reconciled Market Value Estimate

“As Is”:	\$1,000,000
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Identification of the Subject Property

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

Purpose of the Appraisal

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

Client, Intended User, and Intended Use of the Appraisal

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

Property Rights Appraised

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

Definition of Fee Simple Estate

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

Competency Provision

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

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

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

Date of Appraisal

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

Definition of Market Value

“Market Value³” is the most probable price which a property should bring in a competitive and open market under all conditions requisite to fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concession granted by anyone associated with the sale.

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

Scope of the Appraisal

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

1. Inspected and photographed the subject's site on August 14th 2014. I inspected the building with Mr. Wayne Wilkinson by flashlight.
2. Gathered information from various secondary data sources regarding regional, city, market area, site, and improvement data on the existing improvements.
3. Analyzed data to make a determination of the highest and best use of the subject property as is and as vacant.
4. Gathered and confirmed comparable sales on a local and regional basis for comparison to the subject property.
5. Gathered and confirmed vacant site sales in the market area to develop an estimate of the fee simple market value of the subject site "as vacant" and available to be developed at its highest and best use. I interviewed a number of parties involved with these sales and with knowledge of the downtown Central Business District to arrive at these conclusions. The Sales Comparison Approach was utilized to estimate the subject's market value "as vacant"
6. I analyzed market rent data and expense data. I performed an Income and Expense data to support my conclusions that based on the subjects current condition the NOI which could be generated from the property in its current state would not support the continued use "as is" as the market value of the subject "as vacant" taking into consideration the cost to remove the current improvements exceed that value.
7. Due to lack of sales of older buildings in similar condition within the immediate downtown market it was concluded the Sales Comparison of the subject "as improved" was not applicable.
8. Concluded a market value of the subject in its current "as is" condition utilizing vacant land sales in downtown Clarksville and other markets which I deem similar as of the effective date which is August 14th 2014.

Legal Description

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

History of the Subject Property

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

Contract/Listing Information

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

Lease Information

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

Environmental Issues

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

Zoning Analysis

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

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

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

Property Tax Data

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

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

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

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

Clarksville/Montgomery County Data

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

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

According to new data Clarksville's population is expected to grow 22% by 2020. The Montgomery County population is expected to grow 23% by 2020.

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

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

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

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

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

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

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

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

Employment Continued

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

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

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

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

Employment Continued

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

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

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

Employment Continued

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

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

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

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

Employment Continued

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

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

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

Employment Continued

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

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

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

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

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

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

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

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

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

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

Single Family Permits

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

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

Multifamily Permits

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

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

Commercial Permits

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

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

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

Neighborhood Data

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

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

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

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

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

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

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

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

Site Analysis

The general site description is outline as follows:

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

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



Executive Summary

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

Prepared by J Mark YoungMark Young

Latitude: 36.528257146

Longitude: -87.35846688

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

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

Median Age

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

Race and Ethnicity

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

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

Households

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

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

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

September 11, 2014



Executive Summary

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

Prepared by J Mark YoungMark Young

Latitude: 36.528257146

Longitude: -87.35846688

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

Households by Income

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

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

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

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

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

Data Note: Income is expressed in current dollars

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

September 11, 2014

Description of Improvements



General Information

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

Exterior Description

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

Interior Description:

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

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

Highest and Best Use

Highest and Best Use⁵ is defined as:

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

Highest and Best Use Analysis of Property “As Vacant”

Highest and Best Use of Land or Site as though Vacant⁶ is defined as:

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

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

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

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

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

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

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

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

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

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

Highest and Best Use Analysis of Property “As Improved”

Highest and Best Use of Property as Improved⁷ is defined as follows:

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

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

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

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

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

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

Appraisal Process

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

1. **Sales Comparison Approach** - a comparison of the property appraised with reasonably similar, recently conveyed properties for which the price, terms, and conditions of sale are known.
2. **Income Capitalization Approach** - the processing of a projected net income into a valuation estimate via one or more capitalization techniques.
3. **Cost Approach** - an estimate of the replacement cost of all structural improvements as if new, less loss in value attributable to depreciation from all causes, plus the value of the land as if vacant.

The Sales Comparison Approach⁸ is founded upon the principle of substitution which holds that the cost to acquire an equally desirable substitute property without undue delay ordinarily sets the upper limit of value. At any given time, prices paid for comparable properties are construed to reflect the value of the property appraised. The validity of a value indication derived by this approach is heavily dependent upon the availability of data on recent sales of properties similar in location, size, and utility when compared to the subject of the report. In the case of this appraisal the subject property is not a property typically seen in central business districts; therefore, a lack of quantifiable market data was available for similar properties. As previously mentioned, the appraiser discussed the unavailability of sales with the client who asked us to proceed with this appraisal. In my conclusions I have determined the Highest and Best use of the subject is to raze the current improvements. I have completed a Sales Comparison Approach of the subject “as vacant” and then deducted the cost of removal to arrive at the subject’s current estimated market value “as is”. A large amount of that data to arrive at that conclusion is retained within my work file. These conclusions contain a short pro-forma which supports the underlying value of the site “as vacant” exceeds the value of the subject currently “as improved”. Therefore the only approach used in this analysis is the Sales Comparison Approach.

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

Cost Approach

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

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

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

Sales Comparison Approach “Vacant Land”

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

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

Vacant Land Sales

LAND SALE NO. 1



1763 madison st

Property Identification

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

Sale Data

Seller	Madison Street Commons, LLC
Buyer	DBI Properties, LLC
Sale Date	07-25-2013
Reference No.	1524/922
Property Rights	Fee Simple

Contract Price	\$725,000
Adjustments \$	\$0
Adjusted Price	\$725,000

Land Data

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

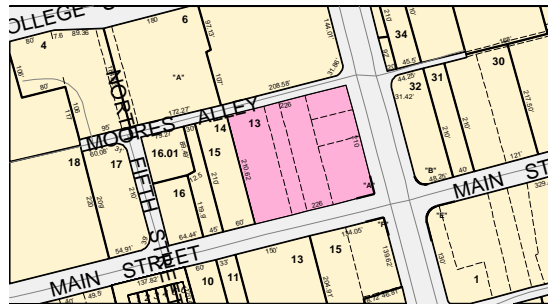
Indicators

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

Remarks

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

LAND SALE NO. 2



428 Madison St

Property Identification

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

Sale Data

Seller	Cumberland Bank & Trust
Buyer	State of Tennessee
Sale Date	08-23-2010
Reference No.	1352/300
Property Rights	Fee Simple

Contract Price	\$640,000
Adjustments \$	\$0
Adjusted Price	\$640,000

Land Data

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

Indicators

Sale Price/Gross Acre	\$583,328 per Acre
------------------------------	--------------------

Sale Price/Gross SF \$13.39 per SF

Remarks

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

LAND SALE NO. 3



1321 5th Ave N Tax Map

Property Identification

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

Sale Data

Seller	Germantown Partners LLC
Buyer	Germantown Commons of TN LLC
Sale Date	08-29-2013
Property Rights	Fee Simple

Contract Price	\$925,000
Adjustments \$	\$0
Adjusted Price	\$925,000

Land Data

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

Indicators

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

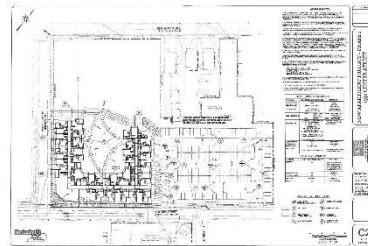
Remarks

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

LAND SALE NO. 4



2014-02-Brookside Concept Plan
PUD



Approved DDP

Property Identification

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

Sale Data

Seller	Multiple Sellers
Buyer	Campus Retail, LLC
Sale Date	11-13-2013
Reference No.	Multiple Deed Book & Pages
Property Rights	Leased Fee

Contract Price	\$4,120,544
Adjustments \$	\$ 20,000
Adjusted Price	\$4,140,544

Land Data

Land Size	5.07759 acres or 221,180 SF
Topography	Level to Sloping
Front Footage	564.26 The site has primary road frontage along the west side of Center Street and the east side of Kentucky Street.

Utilities	All Available
Shape	Rectangular
Access	Adequate
In Flood Plain?	No
Zoning Code	PUD/BE Planned Unit Development with Binding Elements

Site Description

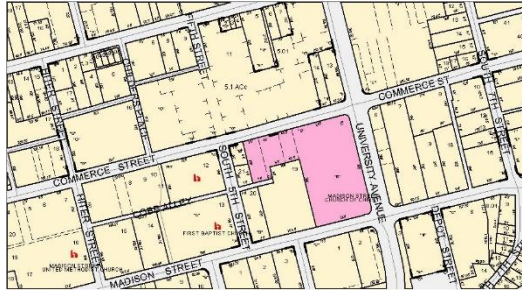
Some of the lots contained vertical improvements but none were considered to have any contributory value. All of the vertical improvements will be demolished to accommodate the proposed use of this site. The estimated cost to demolish the existing improvements has been estimated at \$20,000. This will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

Indicators

Sale Price/Gross \$815,454 per Acre
Acre

Sale Price/Gross SF \$18.72 per SF

LAND SALE NO. 5



523 Madison St Tax Map

Property Identification

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

Sale Data

Seller	Madison Street Church of Christ
Buyer	Work Force Essentials Inc
Sale Date	06-29-2012
Reference No.	1453/231
Property Rights	Fee Simple

Contract Price	\$1,500,000
Adjustments \$	\$0
Adjusted Price	\$1,500,000

Land Data

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

Indicators

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

Remarks

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

LAND SALE NO. 6



210 College St Tax Map

Property Identification

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

Sale Data

Seller	Harvey etal
Buyer	Don Mar Properties
Sale Date	06-27-2008
Reference No.	1236/2040
Property Rights	Fee Simple

Contract Price	\$600,000
Adjustments \$	\$0
Adjusted Price	\$600,000

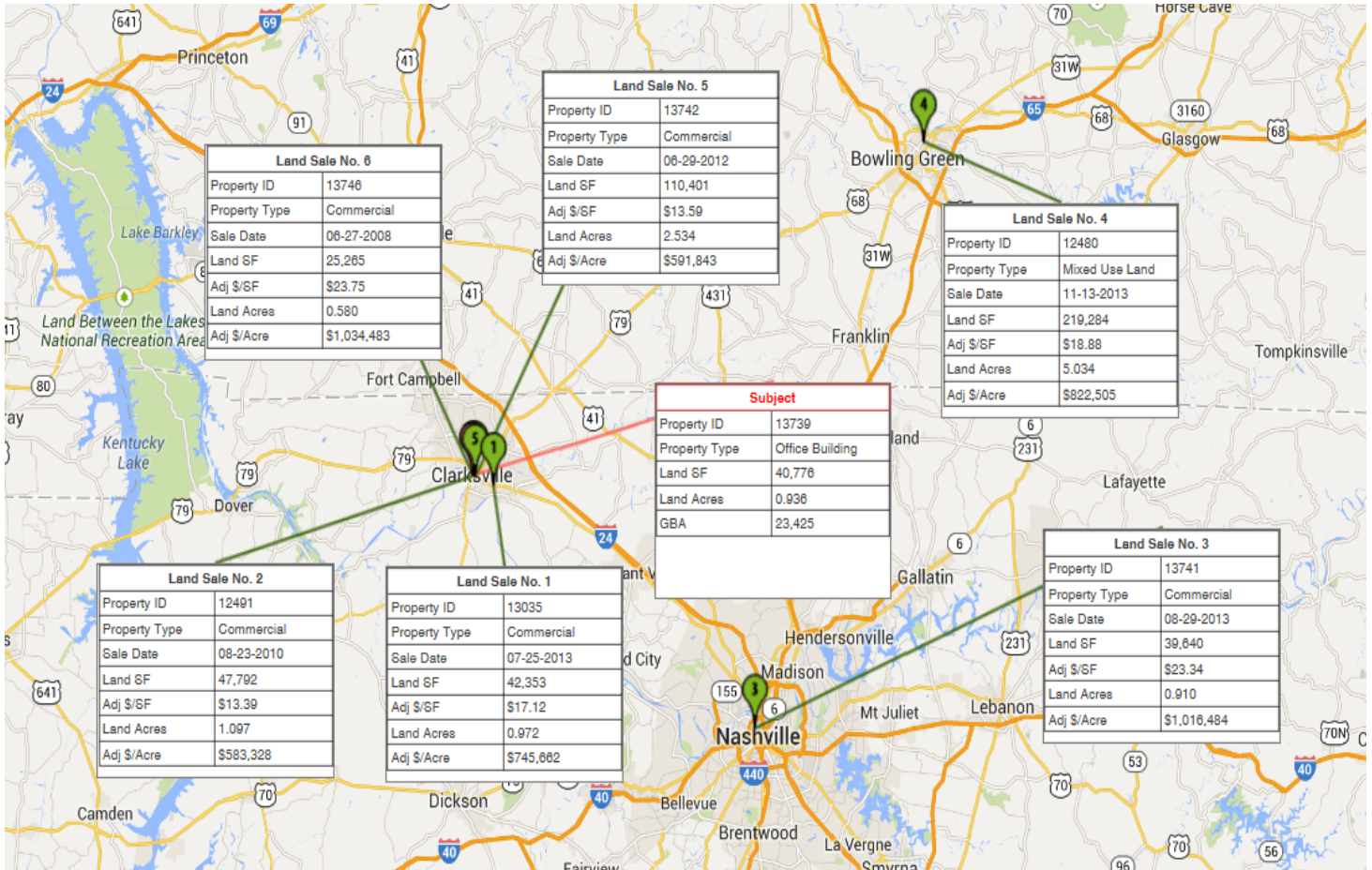
Land Data

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

Indicators

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

Land Sale Map



Land Sale Adjustments

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

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

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

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

The Adjustment Process

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

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

1. **Real Property Rights Conveyed:** The fee simple interest of the subject land is being appraised. All of the comparable sales are representative of fee simple conveyances; thus, no adjustment for real property rights is necessary.
2. **Financing Terms:** The consideration of one property may differ significantly from that of an identical property due to financing conditions. Below market financing must be identified and adjusted for in the sales data. Cash equivalency analysis is a procedure whereby comparable sales are adjusted for a typical financing based on market rates available for comparable properties at the time of sale. All of the sales analyzed herein were purchased on a cash basis, or its equivalency; therefore, no adjustments were required.
3. **Conditions of Sale:** Adjustments for conditions of sale typically reflect the motivation of buyers and sellers. To the best of my knowledge, all of the comparable sales involved arm's length transactions that sold without atypical motivations or sale conditions.
4. **Market Conditions/Date of Sale:** As market conditions change over time, an adjustment must be made for any fluctuations that have occurred. The best indications of changes in market conditions are reflected in sales and re-sales of the same property. In this analysis, no sales and re-sales of the same property were identified within this market area. In this instance, the appraiser was able to locate six sales of commercial sites in the downtown district or office/service professional locations. The appraiser has concluded that the downtown market around Austin Peay is growing but office/professional development is limited at best which may be due to the lack of available sites. The sales have a range of age

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

5. **Location:** Location adjustments reflect the increase or decrease in value attributable to a property's location. Factors which impact the desirability of an area include surrounding land uses, transportation arteries, accessibility/exposure, proximity to employment centers, and overall reputation. All six sales are located in commercial districts or locations I feel similar to the subject. Three of the sales have locations in what I considered are inferior due to location further away from the downtown central business district. These are sales #1 which is located further out Madison Street, sale #2 and #5 which are located two blocks to the east. As shown by sale #6 this is reasonable to conclude. Sale # 3 is located just outside of downtown Nashville in the Germantown District. This area is seeing a significant growth spurt and based on my appraising property in this sub-market I feel this location is similar. Sale # 4 is located in Bowling Green within close proximity to downtown and the Western Kentucky campus. I interviewed an appraiser in that market who is very familiar with the downtown Clarksville market and feels the locations are similar in terms of growth rates and demographic similarities. This site is much larger than the subject and has a multi-family zoning which I feel is inferior as compared to the commercial zoning. This property was purchased to construct new apartment complexes.
6. **Physical Characteristics:** This adjustment category includes areas of comparison such as potential use, size, shape, access, and visibility, frontage, corner location, topography, zoning and availability of utilities. After a review of the physical characteristics considered having the most impact on price/value, adjustments are considered necessary for size, access, visibility, topography, and corner influence. Sales #1 and #5 have topography which are less desirable. Sale #1 sits above the road grade and sale #5 has varying topography rising up from Madison Street north to Commerce Street. In addition sale #5 has an irregular shape where there is a portion of the site which is only 100 feet and depth and sits above Commerce Street. An adjustment for shape was deemed reasonable as well as this area has limited usage.

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

$$40,776/\text{sf} \quad \times \quad \$29.00 \quad = \quad \$1,182,504$$

Rounded Value: \$1,185,000

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

“As Vacant”

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

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

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

Income Capitalization Approach

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

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

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

Sales Comparison Approach

The Sales Comparison Approach is “a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have sold recently, applying the appropriate units of comparison and making adjustments to the sales price of the comparable based on the elements of comparison.”¹² The Sales Comparison Approach relies on the principle of substitution, which implies that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property.

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

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

Reconciliation

Reconciliation¹³ is *“the last phase of any valuation assignment in which two or more value indications derived from market data are resolved into a final value estimate.”* The approaches to value processed in this report developed the following values:

Cost Approach

“As Is”

N/A

Sales Comparison Approach

“As Is”

\$1,000,000

Income Capitalization Approach

“As Is”

N/A

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

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

“As Is:”

One Million Dollars (\$1,000,000)

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

Estimate of Marketing and Exposure Time

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

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

Definition of Exposure Time

Exposure Time¹⁴ is defined as:

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

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

Definition of Marketing Time

Marketing Time¹⁵ is defined as:

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

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

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

Assumptions and Limiting Conditions

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

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto; no does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore;
4. Any existing liens and encumbrances have been disregarded.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, the Appraiser for accuracy of such items furnished the Appraiser can assume no responsibility.
7. Disclosure of the contents of the appraisal report is governed by the By-Laws and Regulations of the professional appraisal organizations with which Joseph Mark Young is affiliated; specifically, the Tennessee Real Estate Appraiser's Board.
8. Possession of this report, or copies hereof, does not carry the right of publication nor may it be used for any purposes by any but the owner without the previous written consent of the Appraiser and, in any event, only with proper qualifications.

9. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of asbestos, urea-formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by the Appraiser; nor do I have any knowledge of the existence of such materials on or in the property. To the best of our knowledge, the presence of Radon or other gases has not been detected on this property or, if Radon or other gases have been detected, it has been determined that the level of Radon or other gases is considered safe according to the standards established by the Environmental Protection Agency. The Appraiser, however, is not qualified to detect such substances and does not make any guarantees or warranties that the property has been tested for the presence of asbestos, urea-formaldehyde foam insulation, Radon or any potentially hazardous waste or building material or gases or, if tested, that the tests were conducted pursuant to EPA approved procedures. The existence of any potentially hazardous waste or building material or gases may have an effect on the value of the property. The client is urged to retain an expert in this field if desired.
10. Competent ownership and management are assumed.
11. This appraisal is being completed on an “as is” value taking into consideration the cost to remove the building by Morgan Construction is correct. This contract was not provided to the appraiser. This is a hypothetical condition of this report.

Addenda

Subject Photograph Addendum

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



View of subject and parking from Main St



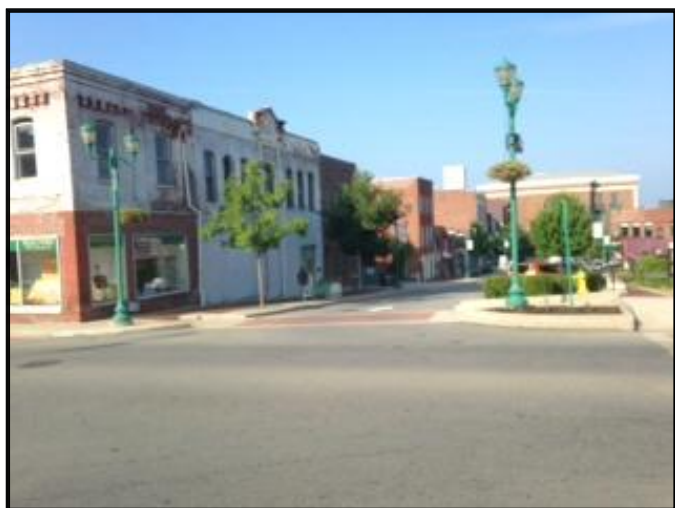
View of parking along Main St and North 2nd St



View of North 2nd St at lighted intersection



View South along North 2nd St



View west along Legion St



View of subject and east along Legion St

Subject Photograph Addendum

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



View west along Main St



View of subject from Legion St



View east along Main St



View south along North 3rd St



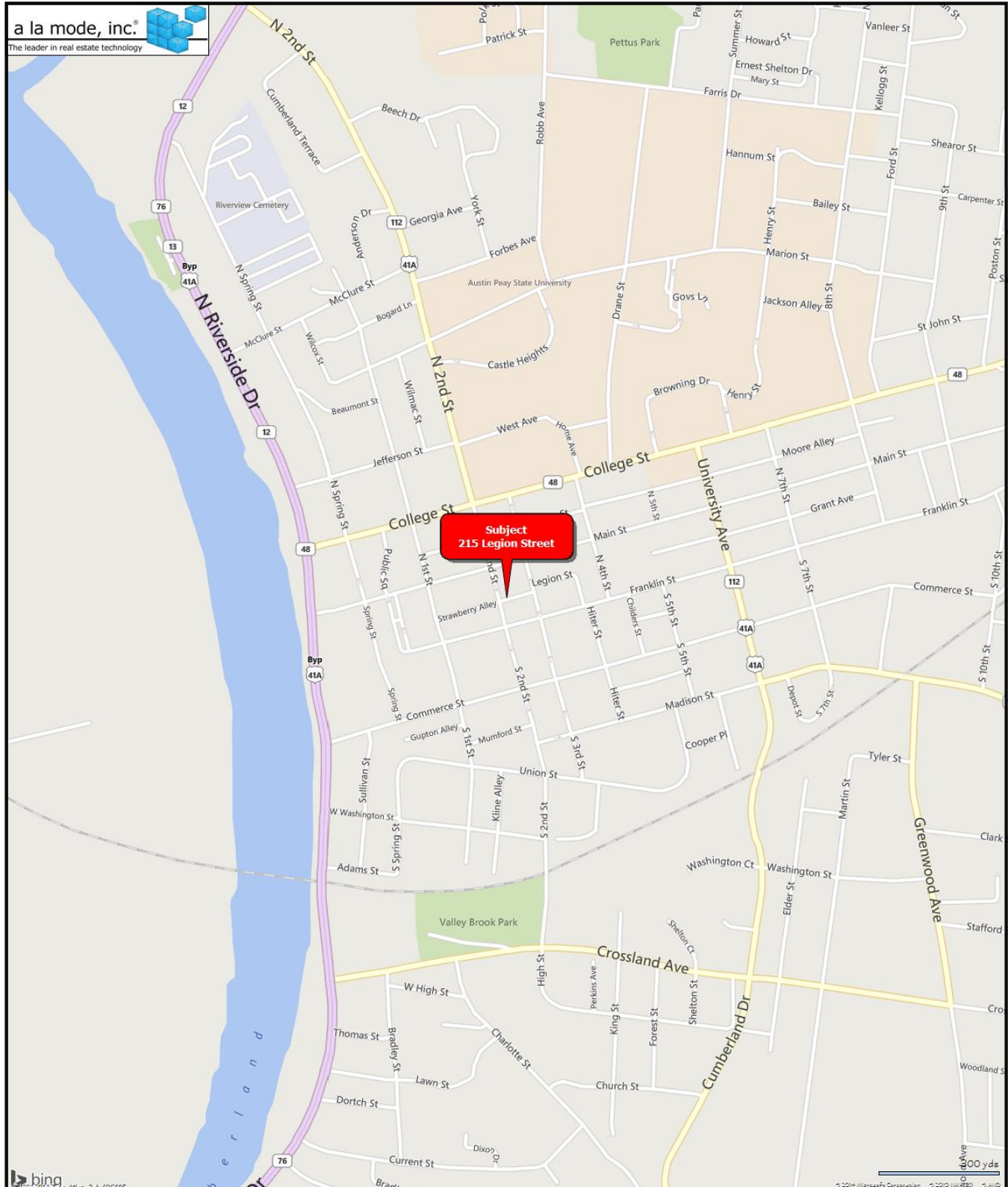
View of subject from North 3rd St



View of older portion of building along North 3rd St

Location Map

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



Flood Map

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

InterFlood

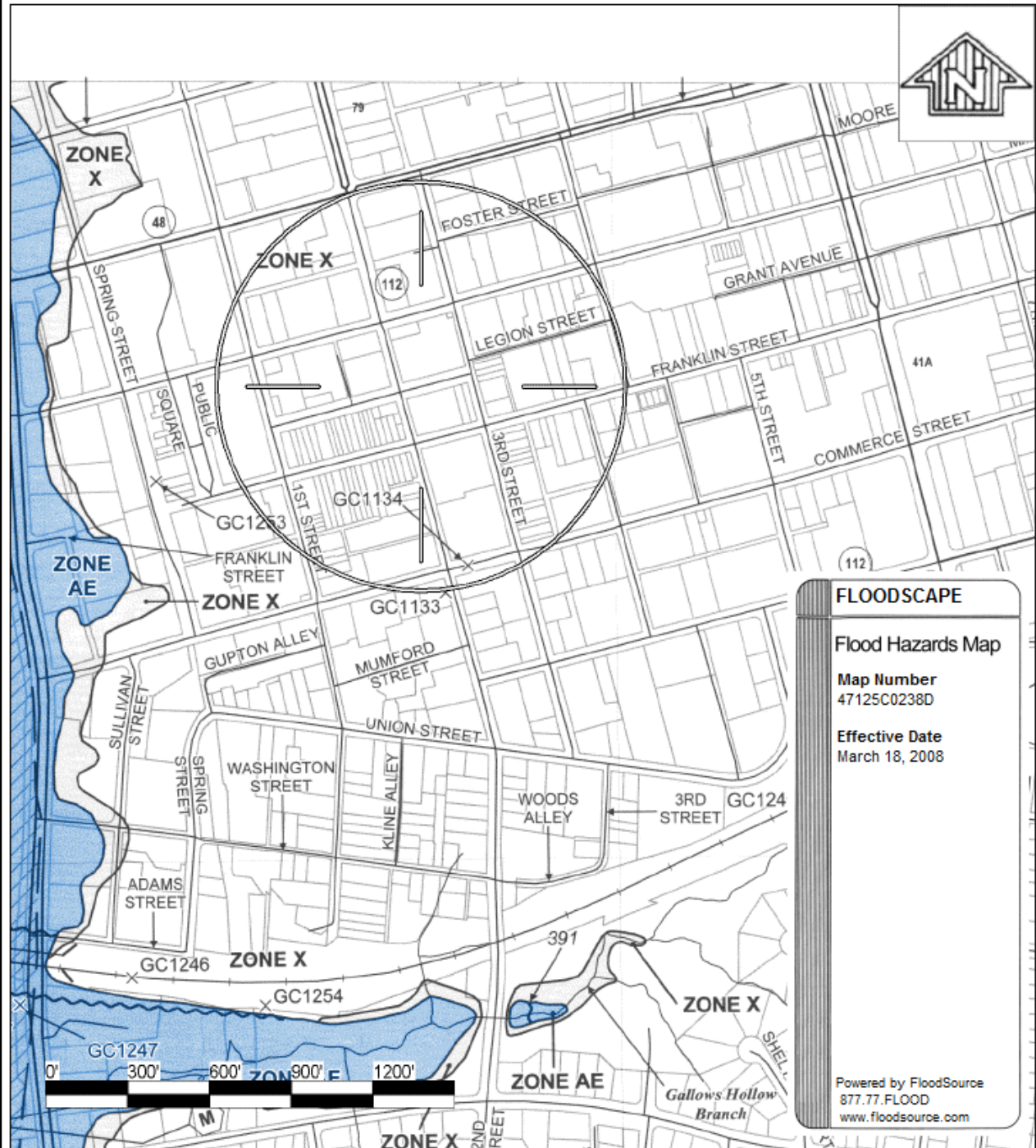


www.interflood.com • 1-800-252-6633

Prepared for:

Mark Young, Real Estate Appraisals

215 Legion Street
Clarksville, TN 37042



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Tax Card - Page 1

066G H 002.00

000

Future Year

1 of 2 COMMERCIAL

Montgomery County

APPAISED:

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

PROPERTY LOCATION

No. 215 All No. LEGION ST Direction/Street

Owner 1: WERNER ALAN Unit # F

Owner 2:

Owner 3:

Street 1: 3981 TROUGH SPRINGS RD

Street 2:

Town/City: ADAMS

State/Prov: TN City/ Own Occ: Type: COMMERCIAL

Postal: 37010

PREVIOUS OWNER

Owner 1:

Owner 2:

Street 1:

Town/City:

State/Prov:

Postal:

NARRATIVE DESCRIPTION

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

MOBILE HOME

Make Model Year Bit Serial # Color

PROPERTY FACTORS

Item Code Description % Item Code Description

Z CBD CENTRAL B 100 water 1 Public

S 135 CLARKSVILLE 100 Street 3 PAVED

D 135 CLARKSVILLE 100 Street 3 PAVED

S 135 CLARKSVILLE 100 Street 3 PAVED

D 135 CLARKSVILLE 100 Street 3 PAVED

S 135 CLARKSVILLE 100 Street 3 PAVED

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IN PROCESS APPRAISAL SUMMARY

Use Code Land Size Building Value Yard Items Total Value

CO 1.000 773,000 9,500 278,900 1,061,400

Total Card 1,000 773,000 9,500 278,900 1,061,400

Total Parcel 1,000 811,000 9,500 278,900 1,099,400

Source/Market Adj Cost Total Value per SQ unit /Card/5.57 /Parcel/45.19

Parcel ID 066G H 002.00 000

PREVIOUS ASSESSMENT

Tax Yr Use Cat Bldg Value Yrd Items Land Size Land Value Total Value Asses'd Value Notes

2013 CO FV 601,595 24905 399,300 1,025,800 410,320 10/24/2013

2012 CO FV 601,595 24905 399,300 1,025,800 410,320 12/5/2008

2011 CO FV 601,595 24905 399,300 1,025,800 410,320 1/1/2011

2010 CO FV 601,595 24905 399,300 1,025,800 410,320 1/1/2010

2009 CO FV 601,595 24905 399,300 1,025,800 410,320 1/1/2009

2008 CO FV 595,870 19530 399,300 1,014,700 405,880 1/1/2008

2007 CO FV 1,842,070 19530 399,300 2,280,900 904,360 1/1/2007

2006 CO FV 1,842,070 19530 399,300 2,280,900 904,360 1/1/2006

TRANSFER INFORMATION

Grantor Legal Ref Type Date Sale Code Sale Price V Tst Verif

V1235-1899 NAL 6/20/2008 DISQUALIFIED 500,000 No No

V1225-1384 3/25/2008 Yes No

V1195-2198 7/19/2007 Yes No

V999-2737 FIN 10/1/2004 DISQUALIFIED 1,248,500 No No

V1020-1517 10/1/2004 Yes No

168-107 9/25/1964 Yes No

168-101 9/25/1964 Yes No

143-401 10/1/1962 Yes No

TAX DISTRICT 135 - CLARKSVILLE

PAT ACCT. 44807

BUILDING PERMITS

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

ACTIVITY INFORMATION

Date Result By Name

4/19/2010 STAFF

Legal Description

Entered Lot Size

Total Land 1

Land Unit Type/AC

GIS Ref

GIS Ref

Insp Date

1448071

PRINT

Date Time

08/29/14 08:31:07

LAST REV

Date Time

03/25/14 12:54:05

Prior id # 2:

Prior id # 3:

ASS Map: 066G

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User Acct

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Insp Date

1448071

PRINT

Date Time

08/29/14 08:31:07

LAST REV

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Total Card / Total Parcel

1,061,400/ 1,099,400

USE VALUE: 1,061,400/ 1,099,400

ASSESSED: 424,560/ 439,760

GIS Ref

GIS Ref

Insp Date

1448071

PRINT

Date Time

08/29/14 08:31:07

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Date Time

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Prior id # 3:

ASS Map: 066G

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Date Time

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ASS Map: 066G

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Total Card / Total Parcel

1,061,400/ 1,099,400

USE VALUE: 1,061,400/ 1,099,400

ASSESSED: 424,560/ 439,760

Tax Card - Page 2[illegible]

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

Tax Card - Page 4

EXTERIOR INFORMATION

Type: COI - GEN OFFICE	Full Bath	Rating:
Sty Ht: 2.0 - 2.0 Stories	A Bath	Rating:
(Liv) Units: 1	3/4 Bath	Rating:
Total: 2	A 3/4 Bath	Rating:
Foundation: 02 - CONT FOOTING	1/2 Bath	Rating:
Frame: 05 - RIGID FRAME	A Hbth	Rating:
Prime Wall: 11 - COMMON BRICK	Other Fix: 6	Rating: AVERAGE
Sec Wall:		
Roof Struct: 05 - BARJOIST/RIG		
Roof Cover: 10 - BUILT-UP COM		

OTHER FEATURES

Color:	Kits:	Rating:
View / Desir:	A Kits:	Rating:
	Fripl:	Rating:
	WstFlue:	Rating:

GENERAL INFORMATION

Grade: 01 - AVERAGE	Location:
Year Bilt: 1956	Alt %:
Alt LUC:	Floor:
Jurisdct:	% Own:
Const Mod:	Name:
Lump Sum Adj:	

INTERIOR INFORMATION

Avg HtFL:	Phys Cond: AV - AVERAGE	65. %
Prim Int Wall: 07 - DRYWALL	Functional: FUNC - FNCTNL	25. %
Sec Int Wall:	Economic:	%
Partition: P060 - Partic 0.60	Special:	%
Prim Floors: 11 - CARPET COMBO	Overlde:	%
Sec Floors:	Total:	90 %

DEPRECIATION

Beamt Flr:	Basic \$ / SQ: 156.82
Subfloor: 01 - SLAB ON GRAD	Rate
Beamt Gar:	Site Adj.: 0.99807900
Electric: 03 - AVERAGE	Const Adj.: 1.59414756
Insulation: 03 - AVERAGE	Adj \$ / SQ: 90.405
Int vs Ext:	Other Features: 3600
Heat Fuel: 03 - AVERAGE	Grade Factor: 1.00
Heat Type: 08 - HEAT/COOL PK	Neighborhood Inf: 1,000,000.00
# Heat Sys:	LUC Factor: 1.00
% Heated:	Adj Total: 3800.48
Solar HW: NO	Depreciated: 3420.44
% Com Wal:	Depreciated Total: 3800.5

CALC SUMMARY

Rate	Parcel ID	Type	Date	Sale Price
------	-----------	------	------	------------

COMPARABLE SALES

WAS: \$/SQ:	AvRate:	Ind Val
Jurs. Factor:	Before Depr: 90.41	
Special Features:	Val/Su Net:	
Final Total:	Val/Su SzAd	

RESIDENTIAL GRID

1st Res Grid	Desc: Summary	# Units: 1
Level	FY LR DR D K FR RR BR FB HB L	O
Other		
Upper		
Lvl 2		
Lvl 1		
Lower		
Totals	Rms: 0	Brs: 0
	Baths:	HB

REMODELING

Exterior:	No Unit	RMS	BRS	FL
Interior:	1			All
Additions:				
Kitchen:				
Baths:				
Plumbing:				
Electric:				
Heating:				
General:	1			
Totals				

SKETCH

10

22

BASE

(4870)

10

BASE

(4922)

110

78

14

(1604)

22

US\$

(\$2308)

123

SUB AREA

Code	Description	Area - SQ	Rate - AV	Underp Value	Sub %	Descr	%	Qu # Ter
US\$	UPPRSTR/BASE	2,706	90.410	244,637				
CAN	CANOPY 10-39	1,604	22,600	37,609				
BASE	BASE	1,042	90.410	94,202				
Net Sketched Area: 5,412				376,448				
Size Adj		3748	Gross Area	5412	Final Area			3748

IMAGE

AssessPro Patriot Properties, Inc

PARCEL ID

066G H 002.00 000

Code Description A Y/S Ch Size/Dim Qual Con Year Unit Price D/S Dep LUC Fact NB/Fa Appr Value JCode/Fact Jurrs. Value

PARCEL ID

066G H 002.00 000

Code Description A Y/S Ch Size/Dim Qual Con Year Unit Price D/S Dep LUC Fact NB/Fa Appr Value JCode/Fact Jurrs. Value

More: N

PDF created with pdfactory trial version

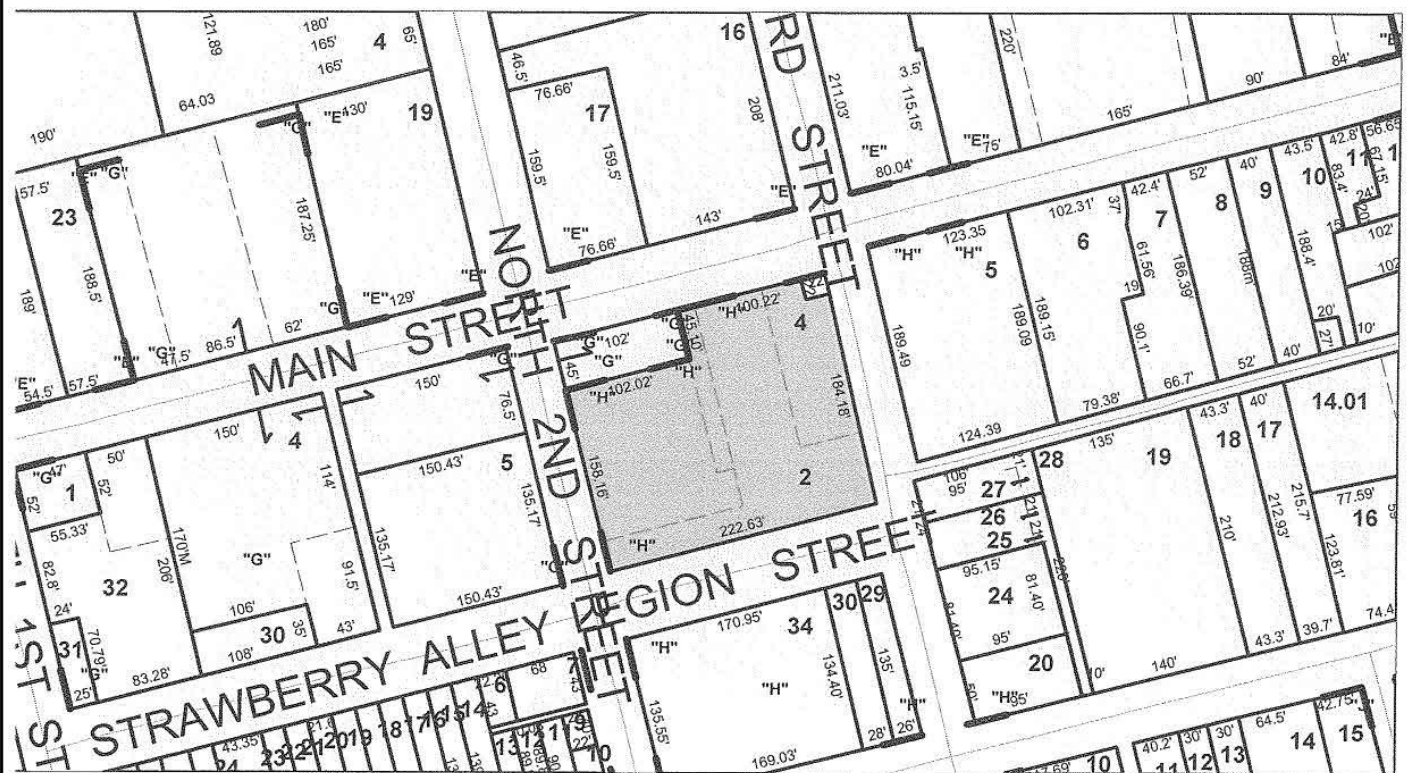
Total Yard Items:

Total Special Features:

www.pdfactory.com

Total:

Tax Map



SPECIAL WARRANTY DEED

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

Deed - Page 2

ATTEST:

First States Investors TRS, L.P.,
a Delaware limited partnershipBy: First States Investors TRS GP,
a Delaware limited liability company
its general partnerBy: 
Name: ~~Robert Foley~~ John Roche
Title: Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

Personally appeared before me, Allan B. Rothschild, a Notary Public in and for the State and County duly commissioned and qualified, Robert Foley, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of the Grantor, First States Investors TRS, L.P., a Delaware limited partnership and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 10th day of June, 2008

Notary Public

My Commission Expires:



ALLAN B. ROTHSCHILD
Notary Public - State of New York
No. 02RO6127666
Qualified in New York County
My Comm. Expires May 31, 2009

Deed - Page 3EXHIBIT A TO SPECIAL WARRANTY DEEDLegal DescriptionSurveyor's Legal

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

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

Being the same property conveyed to First Sates Investors TRS, L.P. by deed of record in Book ~~1225~~, Page, Register's Office of Montgomery County, Tennessee.
1384

Deed - Page 4EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

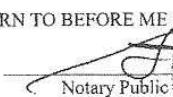
1. The lien of current taxes and assessments not yet due and payable.
2. Special taxes and assessments becoming a lien on or after the date hereof.
3. The state of facts shown on an accurate survey of the property, but only to the extent valid and enforceable.
4. All matters of record, but only to the extent valid and enforceable

STATE OF TENNESSEE)
)
 COUNTY OF MONTGOMERY)

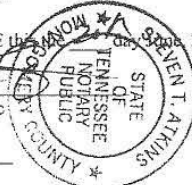
I or we hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater is \$500,000.00, which amount is equal to or greater than the amount with the property would command at a fair voluntary sale.

7 
 AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this 7 day of May, 2008.


 Notary Public

My Commission Expires: 10-13-08



Option Agreement - Page 1

OPTION AGREEMENT

This Option Agreement, made and entered into as of the 1st day of June, 2014, by and between Dr. Alan Werner (hereinafter referred to as "Seller"), and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, (hereinafter referred to as "Purchaser").

WHEREAS, the Seller is the owner of certain property located in Clarksville, Montgomery County, Tennessee, and more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser wishes to secure an option to purchase such Property pursuant to the terms and conditions hereinafter set forth:

IT IS AGREED AS FOLLOWS:

ARTICLE I:

Grant of Option and Escrow

Option Payment. The Seller, in consideration of the payment of the sum of Sixty Thousand Dollars (\$60,000.00) to be paid in twelve (12) consecutive monthly payments of Five Thousand Dollars (\$5,000.00) each beginning June 1, 2014 and on the same day of each succeeding month, (hereinafter referred to as the "Option Payment"), hereby grants to the Purchaser an option to purchase in the name of the Purchaser or its nominee, heirs successors or assigns the aforesaid Property under the terms and conditions hereinafter set forth. The Option Payment shall be applied to the purchase price hereunder in the event of exercise of the option by Purchaser.

ARTICLE II:

Option and Method of Exercise

2.1. Term. The option granted herein shall continue from June 1, 2014, to May 31, 2015, subject to Seller's right to extend such date as set forth in Paragraph 2.2 below. The option shall be exercised only by delivery to Seller on or before the expiration date a copy of this Option Agreement with the Notice of Exercise of Option attached hereto as Exhibit "B", executed by Purchaser.

2.2. Extension. Purchaser may obtain an extension of this Option after May 31, 2015, by payment of Five Thousand Dollars (\$5,000.00) per month, (the "Extension Payments") for each month the Option is extended, but for no more than Twelve (12) months after May 31, 2015. Purchaser shall notify Seller at least 30 days prior to the expiration of the Option of the extension and the Extension Payment shall be due on the first day of each month for which an extension is obtained. The Option Payment and the Extension Payment shall be referred to hereafter collectively as the "Option Money".

ARTICLE III:

Rights and Obligations During Option Period

3.1. Purchaser Access. During the term of this Option Agreement, Purchaser and their duly appointed agents shall have access to the subject Property at reasonable times and shall be permitted to make such examinations of the Property as deemed desirable by the Purchasers. In addition, Seller shall make available to Purchaser such plans, surveys or studies concerning the subject Property which Seller may have, including, but not limited to, recent reports on title covering the subject Property.

Option Agreement - Page 2

3.2. Seller's Right to Personal Property. During the term of this Option Agreement, Seller shall have the right to remove any and all materials, fixtures, and personal property located on the Property, including safety deposit boxes in the building

ARTICLE IV:

Determination of Purchase Price and Closing

4.1. Purchase Price. It is expressly understood and agreed that the purchase price shall be Nine Hundred Ninety Five Thousand Dollars (\$995,000.00).

4.2. Date of Closing. Closing of this transaction shall occur within thirty (30) days after delivery by Purchaser to Seller of written notice of their intention to purchase the Property. At the time of closing, Purchaser shall pay the Purchase Price in the manner described in Section 4.3 to the Seller.

4.3. Payment of Purchase Price. The Purchase Price shall be paid by Purchaser to Seller in the following manner:

- (a) The sum of Nine Hundred Ninety Five Thousand Dollars (\$995,000.00) less the Option Money, plus or minus pro-rations (hereinafter referred to as the "Cash Payment") shall be payable to the Seller.

ARTICLE V:

Taxes

5.1. General taxes for the year in which the sale and purchase is closed are to be prorated from January 1 to the date of delivery of deed. If the actual amount of such taxes is not then ascertainable, the proration shall be based on the most recently ascertainable taxes. At the option of either party, the real estate taxes shall be prorated promptly after issuance of the actual tax bills.

ARTICLE VI:

Title Insurance

6.1 Title Report. Within one hundred eighty (180) from the date of this Option Agreement, Purchaser may obtain a title insurance commitment issued by a title company to be chosen by Purchaser in the amount of the Purchase Price, covering the date thereof, or its customary preliminary report on title covering the date thereof, showing title to the Property in the Seller, subject only to the following matters (hereinafter referred to as the "Permitted Exceptions"):

- (a) General taxes for the year in which the notice (and the previous year if not yet due and payable) is delivered and subsequent years;
- (b) Building, building line and use or occupancy restrictions, conditions, and covenants of record that do not substantially interfere with the Purchaser's use;
- (c) Acts of Purchaser or anyone acting under or on behalf of Purchaser; and

6.2. Defects in Title. If the report on title or title insurance policy so required discloses any defects in title,

Option Agreement - Page 3

Seller shall, upon receipt of notice of a defect in title from the Purchaser within one hundred eighty (180) days from the date of the Option Agreement, have ninety (90) days from the date of the receipt of notice from Purchaser to cure such defects. Every title insurance policy or report on title furnished hereunder shall be conclusive evidence of good title as thereon shown, subject only to the exceptions therein stated. If such defects in title are not cured within said ninety (90) days, Purchaser may terminate this Agreement or may, at his election, take the title as it then is (with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount), upon giving to Seller or his agent notice of such election and tendering performance on his part, and in default of such notice of election or tender of performance within thirty (30) days after written notice to Purchaser or his agent of the inability of Seller to cure such defects, this Agreement thereupon shall without further action by either party, become null and void. If this Agreement shall be terminated, for any reason, except for Purchaser's default, Seller shall return to Purchaser the Option Money. Unless otherwise herein provided, Purchaser shall pay the premium for the title insurance policy in an amount equal to the total Purchase Price stated herein.

6.3 Environmental Survey. Purchaser shall have the right to obtain an environmental survey of the property or recertification to Purchaser of any existing environmental survey provided by Seller within 180 days from the date of this Option Agreement. The cost of the environmental survey shall be shared equally between the Seller and Purchaser. In the event the environmental report reveals unacceptable environmental conditions based upon contamination by hazardous substances, Purchaser shall give notice to Seller, who shall have the option to remediate the property by removing or cleaning up the hazardous substances at Seller's cost, or to terminate this Option Agreement by written notice. In the event Seller terminates this Option Agreement, Purchaser shall be under no obligation to make further Option Payments.

ARTICLE VII:

Survey

7.1. Purchaser, at Purchaser's option and expense, may obtain a survey of the property at anytime during the Option term or any extension thereof.

ARTICLE VIII:

Deed

8.1. At the time of closing hereunder, Seller shall deliver to Purchaser a Cash Warranty Deed, Owners Affidavit satisfactory to title company to remove standard exceptions, FIRPTA Affidavit, closing statement, and such other documents as shall be required to close this transaction and for Purchaser to receive an insured title as agreed.

8.2 In the event of exercise of this Option by the Purchaser, the purchase shall be conducted in accordance with the purchasing guidelines as established by the City of Clarksville, Tennessee.

ARTICLE IX:

Notices and Demands

9.1. All notices and demands herein shall be in writing, and shall be deemed sufficiently given when deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to:

Seller: Dr. Alan Werner
273 Dover Rd.
Clarksville, TN 37042

with a copy to: Steve Atkins

Option Agreement - Page 4

320 Franklin Street
Clarksville, TN 37040

Purchaser: Two Rivers Company of Clarksville-Montgomery County TN
One Public Square
Clarksville, TN 37040
Attention: Brenda Kelley

with a copy to: Mayor Kim McMillan
City of Clarksville
1 Public Square
Clarksville, TN 37040

Mr. Lance Baker
City Attorney
1 Public Square
Clarksville, TN 37040

ARTICLE X:

Agreements Concerning the Property

10.1. Notices. Purchaser shall have the right to obtain copies of all agreements, notices, summons, and any other document to which the Property is subject. Seller hereby covenants, represents, and warrants to Purchaser that he shall deliver to Purchaser prior to closing the sale and purchase contemplated herein, promptly after receiving the same, a copy of any and all notices, petitions, or other documents that affect the Property.

ARTICLE XI:

Seller's Warranties and Covenants

11.1. Seller hereby represents and covenants with Purchaser and its successors or assigns, as follows:

(a) That Seller presently is owner in fee of the Property and no other persons or entities are in possession of the Property; Purchaser shall not be subject to the rights of any parties in possession; and upon exercise of the closing Seller shall immediately tender rent and possession of the entirety of the Property to Purchaser;

(b) That Seller has not received any notice of, nor does he have any knowledge of, any suits, judgments, or violations relating to or at the Property of any zoning, building code, health, pollution, or waste disposal code or regulation; that Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind involving the Property; and that, at closing, the Property shall be conveyed to Purchaser (or its nominee or successors or assigns) free and clear of any violations of any building, safety, or health ordinance, statute, or regulation of which Seller has received notice or has knowledge of, or provision satisfactory to Purchaser shall have been made to correct and pay for any such violation;

Option Agreement - Page 5

- (c) That Seller shall not hereafter contract for any services, or make any commitments or obligations which shall bind Purchaser as a successor in interest with respect to the Property;
- (d) That Seller has not received any notice of any contemplated or actual special assessments or reassessments for general real estate tax purposes affecting the Property;
- (e) That Seller has no knowledge of any actions, suits, or proceedings pending or threatened against or relating to Seller or the Property in any court or before any administrative agency which, if successful, would restrict or prevent the sale of the Property to Purchaser and Purchaser thereafter utilizing the property for its intended use;
- (f) That Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, that would or could prevent it from completing the sale of the Property under this Agreement;
- (g) That except for the items that are to be assumed by Purchaser or to be prorated as hereinafter set forth, Seller shall be solely liable for the payments of all costs and expenses, liabilities, obligations, and claims arising out of Seller's ownership and operation of the Property prior to closing, and Seller hereby agrees to defend, indemnify, and hold Purchaser and its successors, and assigns harmless therefrom;
- (h) That on the date of closing, Seller shall deliver to Purchaser a sworn statement recertifying the matters set forth in this Article 11. The representations, warranties, and covenants contained in this Article 11 shall survive the date of closing and run in favor of and benefit the Purchaser and its successors or assigns;
- (i) That Seller shall deliver the Property to Purchaser free of tenants.

ARTICLE XII:**Defaults**

12.1. Seller's Remedy. In the event of a default by Purchaser hereunder, Seller, as its sole remedy, shall have the right to terminate this Agreement by notice thereof to Purchaser and retain the Option Money, paid to the date of receipt of said notice of termination by Purchaser, as full and final liquidated damages, and thereafter this Agreement shall be deemed null and void.

12.2. Purchaser's Remedies. In the event of default by Seller or Beneficiary hereunder, Purchaser, at its sole option, may either terminate its obligations under this Agreement by notice thereof to Seller and obtain a return of its Option Money, or Purchaser may seek to specifically enforce the terms and conditions of this Agreement or seek any other right it may have in law or equity as a result of a breach hereof by Seller.

12.3. Events of Default. Any breach by Seller of any of his respective representations, warranties, or covenants contained in Article 11 hereof that is not cured in a manner satisfactory to Purchaser within thirty days after written notice thereof, shall be deemed a default for purposes of this Article 12.

ARTICLE XIII:

Option Agreement - Page 6

Condemnation

13.1. In the event that prior to the date of closing written notice shall be received by Seller or Beneficiary of any action, suit, or proceeding to condemn or take all or any part of the Property under the powers of eminent domain, Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days after receiving notice of such condemnation or taking, and receive a return of its Earnest Money deposit or deposits. In the event that, in the case of condemnation, Purchaser shall not elect to terminate its obligations under this Agreement pursuant to this Article 16, Seller shall be entitled to receive the proceeds of any such condemnation award if the amount thereof is definitely ascertainable prior to the date of closing, and the Purchase Price required to be paid pursuant to Article 4 shall be reduced by the amount of such condemnation award; but if the amount of such condemnation award is not definitely ascertainable prior to the date of closing, Purchaser shall receive an absolute assignment from Seller on the date of closing of any interest Seller may have in the proceeds of such condemnation award, and the Purchase Price shall be the full amount provided by Article 4.

ARTICLE XIV:

Broker

14.1. Each party represents that no person, corporation, or partnership acting as a real estate broker other than NAI Clarksville, brought about this Agreement. Seller agrees to pay to said party a commission for its services in this transaction based upon a separate agreement with said Broker(s). Seller agrees to and does hereby indemnify Purchaser from all loss, damage, cost or expense (including attorney's fees) that Purchaser may suffer as a result of any claim or action brought by any broker acting or allegedly acting on behalf of Seller in connection with this transaction, and Purchaser agrees to and does hereby indemnify and hold Seller harmless from all loss, damage, cost, or expense (including attorney's fees) that Seller may suffer as a result of any claim or action brought by any broker allegedly acting on behalf of Purchaser in connection with this transaction, including, but not limited to, the aforementioned broker.

ARTICLE XV:

Miscellaneous

15.1. Entire Agreement. This Option Agreement, and the Exhibits attached hereto, embody the entire agreement between the parties in connection with this transaction, and there are no oral or parol agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this option may not be modified except by a written agreement signed by all of the parties.

15.2. Assignment. Purchaser may assign this Option Agreement along with all rights, duties, obligations contained herein.

15.3. Survival of Representations. Each covenant, condition, warranty, and representation set forth herein shall survive the closing and delivery of the deed and other documents contemplated herein, including all covenants and agreements which are to be performed or applied to circumstances subsequent to the date of closing.

15.4. Binding Effect. This option shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors, successors in interest, and assigns.

15.5. Waiver. No written waiver by any party at any time of any breach of any provision of this option shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

15.6. Headings. The article headings and section numbers appearing in this option are inserted only as a matter of

Option Agreement - Page 7

convenience and do not define, limit, construe, or describe the scope or intent of such paragraphs or articles of this option nor in any way affect this option.

15.7. Recordation. This option shall not be recorded without the written consent of the parties hereto; upon the request of any one party, however, the other parties shall join in the execution of a memorandum of this option for purposes of recordation, which shall describe the parties and shall incorporate this option only by reference.

15.8. Time of Essence. All parties hereto agree that time is of the essence in this transaction and that this option shall be governed by and interpreted in accordance with the laws of the state wherein the Property is located.

15.9. Construction. The parties agree and acknowledge that this Agreement has been drafted and reviewed by the parties with ample opportunity for review by counsel and no presumption against the drafter shall arise in the construction of the Agreement.

15.10. Counterparts. This document may be executed in counterparts.

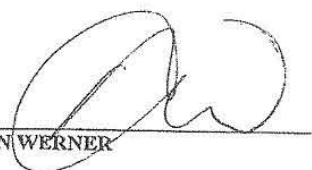
15.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

15.12. Forum Selection. The parties agree that the appropriate venue for any litigation arising out of this Agreement shall be the court of competent jurisdiction in Montgomery County, Tennessee.

15.13. WAIVER OF JURY. PURCHASER AND SELLER, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS OPTION AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF SELLER OR PURCHASER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SELLER OR PURCHASER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

SELLER


DR. ALAN WERNER

PURCHASER

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN

By: 
Name: Mary Nell Wooten
Title: President

F:\m\chlc\park\work\vers\option

Option Agreement - Page 8

This instrument prepared by R. Mitchell Ross of the Law Firm of Harvill, Ross, Ragland & Dale, 107 N. Third St., Clarksville, Tennessee 37040, (931) 572-0700.

MEMORANDUM OF OPTION

By this Memorandum of Option ("Memorandum"), DR. ALAN WERNER ("Optionor") grants to CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE MONTGOMERY COUNTY TN, ("Optionee") an option to purchase certain real property more particularly described in attached Exhibit "A", incorporated in this Memorandum, ("Real Property"); and the improvements constructed on Real Property, together with all rights of Optionor to adjoining streets, rights of way, easements, and all other appurtenant rights (collectively, "Property"). The option is more particularly described in the Option Agreement ("Option Agreement") dated as of the 1st day of June, 2014, executed between Optionor and Optionee.

Section 1: TERM

The term of the Option Agreement begins on June 1, 2014, and ends on May 31, 2015, ("Term"), unless terminated sooner in accordance with the Option Agreement. Said Option provides for up to a Twelve (12) month extension.

Section 2: TERMINATION

The Option Agreement shall automatically terminate and shall have no further force upon the first of the following events to occur:

- (a) The purchase of the Property by Optionee; or
- (b) The end of the Term, as it may be extended.

Section 3: PRICE AND TERMS

The parties have executed and recorded this instrument to give notice of the Option Agreement and the respective rights and obligations of Optionee and Optionor. The price and other terms are in the unrecorded Option Agreement, which is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Option Agreement, the Option Agreement shall control.

Section 4: SUCCESSORS AND ASSIGNS

This Memorandum and the Option Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Option Agreement on assignment.

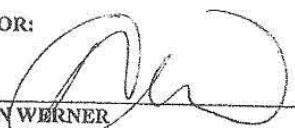
Section 5: GOVERNING LAW

This Memorandum and the Option Agreement are governed by the laws of the State of Tennessee.

Optionor and Optionee have signed this memorandum as of June ____, 2014.

Option Agreement - Page 9

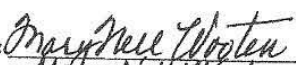
OPTIONOR:


 DR. ALAN WERNER

OPTIONEE:

 CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
 COUNTY TN

By:



 Name: Mary Nell Wooten
 Title: President
STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Dr. Alan Werner, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 29th day of June, 2014.

NOTARY PUBLIC

Commission Expires: 10-15-2016STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Mary Nell Wooten, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purposes therein contained, and who upon oath further acknowledged such person to be President of CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY COUNTY TN, the within named bargainor, a corporation, and that such officer, as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as _____.

Witness my hand and seal, at office, this 29th day of June, 2014

 NOTARY PUBLIC

SEAL

Commission Expires: 11/28/17

D:\nw\civicpark\tworivers\memorandum of option



Option Agreement - Page 10**EXHIBIT "A"**

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

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

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

Option Agreement - Page 11NOTICE OF EXERCISE OF OPTION

To: Dr. Alan Werner

With a copy to:

The undersigned, hereby give notice to Dr. Alan Werner, Seller, of their intent to exercise the Purchase Option contained in that certain Option Agreement between Seller and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, dated as of the 1st day of June, 2014 pursuant to the terms contained therein.

Dated: This the ___ day of _____, _____.

Purchaser:

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN

By: _____

Name: _____

Title: _____

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page 1



LISTING AGREEMENT

1. In consideration of the agreement of NAI Clarksville (hereinafter the "Broker") to use its best efforts, skill, judgments and abilities to find a suitable purchaser for certain property located at 215 Legion Street, Clarksville, TN 37040, and described as follows:

19,300 +/- square feet building

(hereinafter the "Property"), Alan Werner (hereinafter the "Owner"), grants the Broker for a period of 180 days from this date the exclusive right and authority to find a purchaser/tenant for the Property at the following price or any other price acceptable to the Owner: One Million One Hundred Thousand and 00/100 (\$1,100,000.00) (paid in cash or other certified funds at closing) or to find a lessee for the Property at an annual rental rate of N/A. This listing agreement shall terminate at midnight on October 30, 2014.

2. This property may be entered in the MTRMLS, Inc. multiple listing service and NAI Clarksville is subject to the rules and regulations of MTRMLS, Inc.

3. The purchase or lease (any sublease or assignment being included in the term 'lease') of the Property shall be upon terms and conditions acceptable to owner, in its reasonable discretion, and such terms and conditions shall be negotiated only by Owner through Broker.

4. Subject to Owner's prior approval, Agent is hereby authorized at Agent's sole expense to promote and market the Property in such manner as Agent deems expedient and most likely to produce a sale or lease. Owner hereby further gives Agent the exclusive right to affix and maintain on said Property Agent's sign advertising the same for sale or lease during the full term of this agency agreement. Agent shall during the term of this Agreement, devote its attention, knowledge, experience and skills in order to affect the sale herein contemplated. The Agent shall diligently promote and market the property, which may include:

- a) advertising the Property by use of marketing flyers/brochures
- b) advertising the Property by use of forms of written media including newspaper and/or magazine advertisements, direct mail or website banners with such paid marketing efforts at Broker's expense (collectively, the "Marketing Material");
- c) identifying and soliciting prospective purchasers and communicating directly with them by telephone and in writing;
- d) receiving and satisfying inquiries from prospective purchasers and their agents;
- e) providing prospective purchasers with the opportunity, subject to the Owner's approval and in cooperation with the Owner, to examine the Property;
- f) issuing press releases and securing news coverages to promote the sale of the Property;
- g) referring all offers immediately to Owner including all pertinent details of such offers, which offers Owner may chose to pursue or not in its sole and absolute discretion.
- h) negotiation on behalf of Owner, subject to Owner's absolute discretion, direction, and approval, as well as the proper execution of necessary documentation. Agent shall not have and shall not represent itself to have authority to legally bind the Owner in any way or fashion.

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page 2

5. For finding a purchaser ready, willing and able to purchase the property on terms and conditions satisfactory to Owner, Owner agrees to pay the Broker a brokerage fee of 5% of the sale price of the Property, the fee to be paid at closing.

6. In finding a tenant ready, willing and able to lease the Property on terms and conditions satisfactory to Owner, Owner agrees to pay the Broker a brokerage fee of 30% of the base rent for the primary term of the lease. The commission shall be due and payable to Broker one half (1/2) upon lease execution and the second half (1/2) upon lease commencement.

7. During the term of this Listing Agreement or any extension thereof Owner agrees to refer all prospective Buyers or Tenants to the Broker.

8. If the Property is sold or leased by Owner within ___ days after the expiration of this agreement to any person with whom the Broker has had negotiations during the period of this listing, Owner agrees to pay Broker commission provided herein, provided that the Broker has registered the prospective buyer or tenant with Owner before expiration of the Agreement.

9. Broker is authorized to accept from any prospective purchaser or lessee a deposit as earnest money to be applied to the purchase price or as a deposit on the lease. Broker shall hold such funds as escrow agent with the funds being deposited in an interest-bearing escrow account at the option of the Broker. Interest will be used to offset the cost of maintaining the escrow account.

10. Authorization For Cooperation & Compensation:

In the event a Buyer's Agent participates in the lease, sale or exchange of Property, Broker is hereby authorized to negotiate the division of commission with said Buyer's Agent.

In the event a facilitator participates in the lease, sale or exchange of Property, Broker is hereby authorized to negotiate the division of commission with said Facilitator.

11. Client Authorization For Changes In Agency Status:

In the event a change in Broker's agency status is needed or necessary to protect Client's interest in a transaction:

Client hereby authorizes the managing broker, if necessary, to appoint a Licensee, other than the Licensee named below, as Designated Agent for the Seller, to the exclusion of any other Licensees associated with Broker.

Client hereby authorizes Broker to default to Facilitator status (representing the interests of neither the Seller nor the Buyer) in any property showing, negotiations, or transaction, in which the Broker may also have a representation agreement with the Buyer. As a Facilitator, Broker and Broker's associated salespersons can assist the parties and provide information (but not advice) in subsequent negotiations in that transaction.

If a change in agency status occurs, Client will be immediately notified of such a change.

INDEMNIFICATION. The Owner agrees to save and hold harmless Broker, its agents, employees, independent contractors, successors and assigns, from all claims, disputes, litigation or judgments

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page 3

arising from any materially incorrect information supplied by Owner or from any material fact or defect known by Owner regarding Property which the Owner fails to disclose to Agent. The Agent hereby indemnifies and holds the Owner and its affiliates and their respective officers, directors, employees, agents and representatives free and harmless from and against any and all claims, liabilities, cost, fees, suit or suits, causes of action, including reasonable attorney's fees and disbursements, which Owner may incur as a result of any negligent or intentional act or omission by the Agent, its agents, employees, affiliates and representatives.

For NAI Clarksville

Date/Time

Owner

Date/Time

Engagement Letter**REQUEST FOR PROFESSIONAL SERVICE****PROJECT NAME AND DESCRIPTION**

Appraisal services – BOA site

NAME OF FIRM

Mark Young Real Estate Appraisals

QUALIFICATIONS OF FIRM

Professional real estate appraisals firm

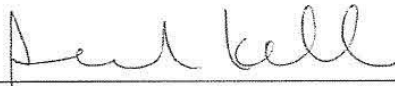

REASON YOU WISH TO SELECT THIS FIRM

Professional, local, experienced

LIST NAMES OF PERSONS INVOLVED IN MAKING THIS DECISION

Brenda Kelley, Lance Baker, Hatem Shah

NEGOTIATED COST/FEES: \$ 3,000.00

DEPARTMENT HEAD SIGNATURE
Signature5.12.14
Date**PURCHASING AGENT SIGNATURE**
Signature5-12-14
Date

TRC Acct #: 46494003 4330

OPTION AGREEMENT

This Option Agreement, made and entered into as of the 1st day of June, 2014, by and between Dr. Alan Werner (hereinafter referred to as "Seller"), and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, (hereinafter referred to as "Purchaser").

WHEREAS, the Seller is the owner of certain property located in Clarksville, Montgomery County, Tennessee, and more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser wishes to secure an option to purchase such Property pursuant to the terms and conditions hereinafter set forth:

IT IS AGREED AS FOLLOWS:

ARTICLE I:

Grant of Option and Escrow

Option Payment. The Seller, in consideration of the payment of the sum of Sixty Thousand Dollars (\$60,000.00) to be paid in twelve (12) consecutive monthly payments of Five Thousand Dollars (\$5,000.00) each beginning June 1, 2014 and on the same day of each succeeding month, (hereinafter referred to as the "Option Payment"), hereby grants to the Purchaser an option to purchase in the name of the Purchaser or its nominee, heirs successors or assigns the aforesaid Property under the terms and conditions hereinafter set forth. The Option Payment shall be applied to the purchase price hereunder in the event of exercise of the option by Purchaser.

ARTICLE II:

Option and Method of Exercise

2.1. **Term.** The option granted herein shall continue from June 1, 2014, to May 31, 2015, subject to Seller's right to extend such date as set forth in Paragraph 2.2 below. The option shall be exercised only by delivery to Seller on or before the expiration date a copy of this Option Agreement with the Notice of Exercise of Option attached hereto as Exhibit "B", executed by Purchaser.

2.2. **Extension.** Purchaser may obtain an extension of this Option after May 31, 2015, by payment of Five Thousand Dollars (\$5,000.00) per month, (the "Extension Payments") for each month the Option is extended, but for no more than Twelve (12) months after May 31, 2015. Purchaser shall notify Seller at least 30 days prior to the expiration of the Option of the extension and the Extension Payment shall be due on the first day of each month for which an extension is obtained. The Option Payment and the Extension Payment shall be referred to hereafter collectively as the "Option Money".

ARTICLE III:

Rights and Obligations During Option Period

3.1. **Purchaser Access.** During the term of this Option Agreement, Purchaser and their duly appointed agents shall have access to the subject Property at reasonable times and shall be permitted to make such examinations of the Property as deemed desirable by the Purchasers. In addition, Seller shall make available to Purchaser such plans, surveys or studies concerning the subject Property which Seller may have, including, but not limited to, recent reports on title covering the subject Property.

3.2. **Seller's Right to Personal Property.** During the term of this Option Agreement, Seller shall have the right to remove any and all materials, fixtures, and personal property located on the Property, including safety deposit boxes in the building

ARTICLE IV:

Determination of Purchase Price and Closing

4.1. **Purchase Price.** It is expressly understood and agreed that the purchase price shall be Nine Hundred Ninety Five Thousand Dollars (\$995,000.00).

4.2. **Date of Closing.** Closing of this transaction shall occur within thirty (30) days after delivery by Purchaser to Seller of written notice of their intention to purchase the Property. At the time of closing, Purchaser shall pay the Purchase Price in the manner described in Section 4.3 to the Seller.

4.3. **Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) The sum of Nine Hundred Ninety Five Thousand Dollars (\$995,000.00) less the Option Money, plus or minus pro-rations (hereinafter referred to as the "Cash Payment") shall be payable to the Seller.

ARTICLE V:

Taxes

5.1. General taxes for the year in which the sale and purchase is closed are to be prorated from January 1 to the date of delivery of deed. If the actual amount of such taxes is not then ascertainable, the proration shall be based on the most recently ascertainable taxes. At the option of either party, the real estate taxes shall be prorated promptly after issuance of the actual tax bills.

ARTICLE VI:

Title Insurance

6.1 **Title Report.** Within one hundred eighty (180) from the date of this Option Agreement, Purchaser may obtain a title insurance commitment issued by a title company to be chosen by Purchaser in the amount of the Purchase Price, covering the date thereof, or its customary preliminary report on title covering the date thereof, showing title to the Property in the Seller, subject only to the following matters (hereinafter referred to as the "Permitted Exceptions"):

(a) General taxes for the year in which the notice (and the previous year if not yet due and payable) is delivered and subsequent years;

(b) Building, building line and use or occupancy restrictions, conditions, and covenants of record that do not substantially interfere with the Purchaser's use;

(c) Acts of Purchaser or anyone acting under or on behalf of Purchaser; and

6.2. **Defects in Title.** If the report on title or title insurance policy so required discloses any defects in title,

Seller shall, upon receipt of notice of a defect in title from the Purchaser within one hundred eighty (180) days from the date of the Option Agreement, have ninety (90) days from the date of the receipt of notice from Purchaser to cure such defects. Every title insurance policy or report on title furnished hereunder shall be conclusive evidence of good title as thereon shown, subject only to the exceptions therein stated. If such defects in title are not cured within said ninety (90) days, Purchaser may terminate this Agreement or may, at his election, take the title as it then is (with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount), upon giving to Seller or his agent notice of such election and tendering performance on his part, and in default of such notice of election or tender of performance within thirty (30) days after written notice to Purchaser or his agent of the inability of Seller to cure such defects, this Agreement thereupon shall without further action by either party, become null and void. If this Agreement shall be terminated, for any reason, except for Purchaser's default, Seller shall return to Purchaser the Option Money. Unless otherwise herein provided, Purchaser shall pay the premium for the title insurance policy in an amount equal to the total Purchase Price stated herein.

6.3 **Environmental Survey.** Purchaser shall have the right to obtain an environmental survey of the property or recertification to Purchaser of any existing environmental survey provided by Seller within 180 days from the date of this Option Agreement. The cost of the environmental survey shall be shared equally between the Seller and Purchaser. In the event the environmental report reveals unacceptable environmental conditions based upon contamination by hazardous substances, Purchaser shall give notice to Seller, who shall have the option to remediate the property by removing or cleaning up the hazardous substances at Seller's cost, or to terminate this Option Agreement by written notice. In the event Seller terminates this Option Agreement, Purchaser shall be under no obligation to make further Option Payments.

ARTICLE VII:

Survey

7.1. Purchaser, at Purchaser's option and expense, may obtain a survey of the property at anytime during the Option term or any extension thereof.

ARTICLE VIII:

Deed

8.1. At the time of closing hereunder, Seller shall deliver to Purchaser a Cash Warranty Deed, Owners Affidavit satisfactory to title company to remove standard exceptions, FIRPTA Affidavit, closing statement, and such other documents as shall be required to close this transaction and for Purchaser to receive an insured title as agreed.

8.2 In the event of exercise of this Option by the Purchaser, the purchase shall be conducted in accordance with the purchasing guidelines as established by the City of Clarksville, Tennessee.

ARTICLE IX:

Notices and Demands

9.1. All notices and demands herein shall be in writing, and shall be deemed sufficiently given when deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to:

Seller: Dr. Alan Werner
273 Dover Rd.
Clarksville, TN 37042

with a copy to: Steve Atkins

320 Franklin Street
Clarksville, TN 37040

Purchaser: Two Rivers Company of Clarksville-Montgomery County TN
One Public Square
Clarksville, TN 37040
Attention: Brenda Kelley

with a copy to: Mayor Kim McMillan
City of Clarksville
1 Public Square
Clarksville, TN 37040

Mr. Lance Baker
City Attorney
1 Public Square
Clarksville, TN 37040

ARTICLE X:

Agreements Concerning the Property

10.1. Notices. Purchaser shall have the right to obtain copies of all agreements, notices, summons, and any other document to which the Property is subject. Seller hereby covenants, represents, and warrants to Purchaser that he shall deliver to Purchaser prior to closing the sale and purchase contemplated herein, promptly after receiving the same, a copy of any and all notices, petitions, or other documents that affect the Property.

ARTICLE XI:

Seller's Warranties and Covenants

11.1. Seller hereby represents and covenants with Purchaser and its successors or assigns, as follows:

(a) That Seller presently is owner in fee of the Property and no other persons or entities are in possession of the Property; Purchaser shall not be subject to the rights of any parties in possession; and upon exercise of the closing Seller shall immediately tender rent and possession of the entirety of the Property to Purchaser;

(b) That Seller has not received any notice of, nor does he have any knowledge of, any suits, judgments, or violations relating to or at the Property of any zoning, building code, health, pollution, or waste disposal code or regulation; that Seller has not received any notice and does not have any knowledge of or information as to any existing or threatened condemnation or other legal action of any kind involving the Property; and that, at closing, the Property shall be conveyed to Purchaser (or its nominee or successors or assigns) free and clear of any violations of any building, safety, or health ordinance, statute, or regulation of which Seller has received notice or has knowledge of, or provision satisfactory to Purchaser shall have been made to correct and pay for any such violation;

(c) That Seller shall not hereafter contract for any services, or make any commitments or obligations which shall bind Purchaser as a successor in interest with respect to the Property;

(d) That Seller has not received any notice of any contemplated or actual special assessments or reassessments for general real estate tax purposes affecting the Property;

(e) That Seller has no knowledge of any actions, suits, or proceedings pending or threatened against or relating to Seller or the Property in any court or before any administrative agency which, if successful, would restrict or prevent the sale of the Property to Purchaser and Purchaser thereafter utilizing the property for its intended use;

(f) That Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase granted to a third party, that would or could prevent it from completing the sale of the Property under this Agreement;

(g) That except for the items that are to be assumed by Purchaser or to be prorated as hereinafter set forth, Seller shall be solely liable for the payments of all costs and expenses, liabilities, obligations, and claims arising out of Seller's ownership and operation of the Property prior to closing, and Seller hereby agrees to defend, indemnify, and hold Purchaser and its successors, and assigns harmless therefrom;

(h) That on the date of closing, Seller shall deliver to Purchaser a sworn statement recertifying the matters set forth in this Article 11. The representations, warranties, and covenants contained in this Article 11 shall survive the date of closing and run in favor of and benefit the Purchaser and its successors or assigns;

(i) That Seller shall deliver the Property to Purchaser free of tenants.

ARTICLE XII:

Defaults

12.1. Seller's Remedy. In the event of a default by Purchaser hereunder, Seller, as its sole remedy, shall have the right to terminate this Agreement by notice thereof to Purchaser and retain the Option Money, paid to the date of receipt of said notice of termination by Purchaser, as full and final liquidated damages, and thereafter this Agreement shall be deemed null and void.

12.2. Purchaser's Remedies. In the event of default by Seller or Beneficiary hereunder, Purchaser, at its sole option, may either terminate its obligations under this Agreement by notice thereof to Seller and obtain a return of its Option Money, or Purchaser may seek to specifically enforce the terms and conditions of this Agreement or seek any other right it may have in law or equity as a result of a breach hereof by Seller.

12.3. Events of Default. Any breach by Seller of any of his respective representations, warranties, or covenants contained in Article 11 hereof that is not cured in a manner satisfactory to Purchaser within thirty days after written notice thereof, shall be deemed a default for purposes of this Article 12.

ARTICLE XIII:

Condemnation

13.1. In the event that prior to the date of closing written notice shall be received by Seller or Beneficiary of any action, suit, or proceeding to condemn or take all or any part of the Property under the powers of eminent domain, Purchaser shall have the right to terminate its obligations under this Agreement within ten (10) days after receiving notice of such condemnation or taking, and receive a return of its Earnest Money deposit or deposits. In the event that, in the case of condemnation, Purchaser shall not elect to terminate its obligations under this Agreement pursuant to this Article 16, Seller shall be entitled to receive the proceeds of any such condemnation award if the amount thereof is definitely ascertainable prior to the date of closing, and the Purchase Price required to be paid pursuant to Article 4 shall be reduced by the amount of such condemnation award; but if the amount of such condemnation award is not definitely ascertainable prior to the date of closing, Purchaser shall receive an absolute assignment from Seller on the date of closing of any interest Seller may have in the proceeds of such condemnation award, and the Purchase Price shall be the full amount provided by Article 4.

ARTICLE XIV:

Broker

14.1. Each party represents that no person, corporation, or partnership acting as a real estate broker other than NAI Clarksville, brought about this Agreement, Seller agrees to pay to said party a commission for its services in this transaction based upon a separate agreement with said Broker(s). Seller agrees to and does hereby indemnify Purchaser from all loss, damage, cost or expense (including attorney's fees) that Purchaser may suffer as a result of any claim or action brought by any broker acting or allegedly acting on behalf of Seller in connection with this transaction, and Purchaser agrees to and does hereby indemnify and hold Seller harmless from all loss, damage, cost, or expense (including attorney's fees) that Seller may suffer as a result of any claim or action brought by any broker allegedly acting on behalf of Purchaser in connection with this transaction, including, but not limited to, the aforementioned broker.

ARTICLE XV:

Miscellaneous

15.1. **Entire Agreement.** This Option Agreement, and the Exhibits attached hereto, embody the entire agreement between the parties in connection with this transaction, and there are no oral or parol agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby; this option may not be modified except by a written agreement signed by all of the parties.

15.2. **Assignment.** Purchaser may assign this Option Agreement along with all rights, duties, obligations contained herein.

15.3. **Survival of Representations.** Each covenant, condition, warranty, and representation set forth herein shall survive the closing and delivery of the deed and other documents contemplated herein, including all covenants and agreements which are to be performed or applied to circumstances subsequent to the date of closing.

15.4. **Binding Effect.** This option shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors, successors in interest, and assigns.

15.5. **Waiver.** No written waiver by any party at any time of any breach of any provision of this option shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

15.6. **Headings.** The article headings and section numbers appearing in this option are inserted only as a matter of

convenience and do not define, limit, construe, or describe the scope or intent of such paragraphs or articles of this option nor in any way affect this option.

15.7. **Recordation.** This option shall not be recorded without the written consent of the parties hereto; upon the request of any one party, however, the other parties shall join in the execution of a memorandum of this option for purposes of recordation, which shall describe the parties and shall incorporate this option only by reference.

15.8. **Time of Essence.** All parties hereto agree that time is of the essence in this transaction and that this option shall be governed by and interpreted in accordance with the laws of the state wherein the Property is located.

15.9 **Construction.** The parties agree and acknowledge that this Agreement has been drafted and reviewed by the parties with ample opportunity for review by counsel and no presumption against the drafter shall arise in the construction of the Agreement.

15.10 **Counterparts.** This document may be executed in counterparts.

15.11 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Tennessee.

15.12 **Forum Selection.** The parties agree that the appropriate venue for any litigation arising out of this Agreement shall be the court of competent jurisdiction in Montgomery County, Tennessee.

15.13 **WAIVER OF JURY.** PURCHASER AND SELLER, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS OPTION AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF SELLER OR PURCHASER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SELLER OR PURCHASER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year first above written.

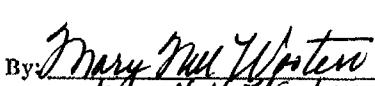
SELLER



DR. ALAN WERNER

PURCHASER

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN

By: 
Name: Mary Nell Wooten
Title: President

This instrument prepared by R. Mitchell Ross of the Law Firm of Harvill, Ross, Ragland & Dale, 107 N. Third St., Clarksville, Tennessee 37040, (931) 572-0700.

MEMORANDUM OF OPTION

By this Memorandum of Option ("Memorandum"), DR. ALAN WERNER ("Optionor") grants to CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE MONTGOMERY COUNTY TN, ("Optionee") an option to purchase certain real property more particularly described in attached Exhibit "A", incorporated in this Memorandum, ("Real Property"); and the improvements constructed on Real Property, together with all rights of Optionor to adjoining streets, rights of way, easements, and all other appurtenant rights (collectively, "Property"). The option is more particularly described in the Option Agreement ("Option Agreement") dated as of the 1st day of June, 2014, executed between Optionor and Optionee.

Section 1: TERM

The term of the Option Agreement begins on June 1, 2014, and ends on May 31, 2015, ("Term"), unless terminated sooner in accordance with the Option Agreement. Said Option provides for up to a Twelve (12) month extension.

Section 2: TERMINATION

The Option Agreement shall automatically terminate and shall have no further force upon the first of the following events to occur:

- (a) The purchase of the Property by Optionee; or
- (b) The end of the Term, as it may be extended.

Section 3: PRICE AND TERMS

The parties have executed and recorded this instrument to give notice of the Option Agreement and the respective rights and obligations of Optionee and Optionor. The price and other terms are in the unrecorded Option Agreement, which is incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Option Agreement, the Option Agreement shall control.

Section 4: SUCCESSORS AND ASSIGNS

This Memorandum and the Option Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Option Agreement on assignment.

Section 5: GOVERNING LAW

This Memorandum and the Option Agreement are governed by the laws of the State of Tennessee.

Optionor and Optionee have signed this memorandum as of June ____, 2014.

OPTIONOR:

DR. ALAN WERNER

OPTIONEE:

CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN

By: Mary Nell Wooten
Name: Mary Nell Wooten
Title: President

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Dr. Alan Werner, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 28th of June, 2014.

NOTARY PUBLIC

SEAL

Commission Expires: 10-5-2016

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, Mary Nell Wooten, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purposes therein contained, and who upon oath further acknowledged such person to be President of CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999 D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY COUNTY TN, the within named bargainor, a corporation, and that such officer, as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as _____.

Witness my hand and seal, at office, this 29th day of May, 2014

NOTARY PUBLIC

SEAL

Commission Expires: 11/02/17

EXHIBIT "A"

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

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

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

NOTICE OF EXERCISE OF OPTION

To: Dr. Alan Werner

With a copy to: _____

The undersigned, hereby give notice to Dr. Alan Werner, Seller, of their intent to exercise the Purchase Option contained in that certain Option Agreement between Seller and Clarksville CBID Management Corporation of 1999 D/B/A Two Rivers Company of Clarksville-Montgomery County TN, dated as of the 1st day of June, 2014 pursuant to the terms contained therein.

Dated: This the ___ day of _____, _____.

Purchaser:

**CLARKSVILLE CBID MANAGEMENT CORPORATION OF 1999
D/B/A TWO RIVERS COMPANY OF CLARKSVILLE-MONTGOMERY
COUNTY TN**

By: _____
Name: _____
Title: _____

ORDINANCE 60-2014-15

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, TENNESSEE, TITLE 12 (STREETS AND OTHER PUBLIC WAYS AND PLACES), CHAPTER 9 (CENTRAL BUSINESS IMPROVEMENT DISTRICT) RELATIVE TO THE DIRECTORS OF THE CENTRAL BUSINESS IMPROVEMENT DISTRICT MANAGEMENT CORPORATION

WHEREAS, the City Council finds that the improvement and revitalization of the Clarksville Central Business Improvement District is of great importance to the citizens of the City of Clarksville and the citizens of Montgomery County, Tennessee; and

WHEREAS, the City Council finds that it is in the best interest of the community to involve parties with a vested interest in the Central Business Improvement District in the management of the Central Business Improvement District; and

WHEREAS, the City Council finds that in order to incentivize all parties with a vested interest in the Central Business Improvement District to participate in the improvement and redevelopment of the Central Business Improvement District it is beneficial to reorganize the composition of the board of directors of the Central Business Improvement District Management Corporation.

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

1. That the Official Code of the City of Clarksville, Tennessee, Title 12 (Streets and Other Public Ways and Places), Chapter 9 (Central Business Improvement District), Section 12-905 is hereby deleted in its entirety and replaced with the following language:

Sec. 12-905. District management corporation.

There is authorized a district management corporation to be chartered pursuant to the provisions of the Tennessee Nonprofit Corporation Act for the purpose of administering the activities for and within the district, the making of improvements within and for the district, and the provision of services within and for the district. The District Management Corporation shall be known as the "Downtown District Partnership," until such time as the name may be legally changed to the "Two Rivers Company," or until such time as a new-nonprofit corporation may be established to be known as the "Two Rivers Company," which shall be governed by a board of directors consisting of thirteen (13) voting members and ten (10) ex-officio non-voting members. At

least five (5) of the thirteen (13) voting members shall be "district stakeholders," as defined herein, except that at least one of the "district stakeholders" shall be required to be a resident of the district. A "district stakeholder" means an individual person who: (a) owns real property within the district, or (b) owns a business or has an ownership interest in a business whose headquarters or principal place of business is located within the district, or (c) whose principal place of employment is located within the district, or (d) resides within the district. The mayor of the city shall be one of the thirteen (13) voting members and the mayor of Montgomery County, Tennessee shall be one of the thirteen (13) voting members. The Executive Director for the Clarksville - Montgomery County Economic Development Council (EDC) shall also be one of the thirteen (13) voting members. The President of Austin Peay State University shall also be one of the thirteen (13) voting members. All of the voting members shall be residents of Montgomery County. All voting-members, other than the mayor of the city, the mayor of Montgomery County, the President of Austin Peay State University, and the Executive Director of the EDC, shall be appointed by the mayor, subject to approval by the city council, or the mayor of Montgomery County subject to the approval of the Montgomery County Commission. The mayor of the city shall be entitled to appoint two (2) district stakeholders and two (2) at-large members and the mayor of Montgomery County shall be entitled to appoint two (2) district stakeholders and two (2) at-large members. The mayor of the city shall appoint the voting member designated as a resident of the Central Business Improvement District. Each voting member sitting on the Board at the time of adoption of this ordinance shall be entitled to complete their designated term. Upon the next expiration of the term of a sitting appointed member or vacancy of an appointed member's office, the mayor of Montgomery County shall be entitled to appoint a successor. The mayor of the city and the mayor of Montgomery County shall then alternate appointments until such time as each mayor has appointed four (4) voting members. Each mayor shall have the right to appoint the successors to the voting members they have appointed. Terms for each voting member shall be three (3) years, but members whose terms have expired shall continue to serve until a successor is appointed. No voting member may serve more than two (2) consecutive three (3) year terms, however this provision shall not prohibit a member who is appointed to serve the remainder of a resigning member's term from serving two (2) full terms. In case of vacancy occurring prior to the expiration of any voting member's term, the mayor of the city, subject to approval of the city council, or the mayor of Montgomery County, shall appoint a new member to fill the unexpired term. In addition to the thirteen (13) voting members, the following shall serve as non-voting, ex-officio members: the director of the city department of parks and recreation, and the chairman of the following agencies, so long as such agencies shall exist: chairman of the Clarksville Parking Authority, chairman of the Clarksville Housing Authority, chairman of the Clarksville-Montgomery County Regional Planning Commission, chairman of Clarksville - Montgomery County Economic Development Council, the chairman of the board of directors of the chamber of commerce, the chairman of the Clarksville-Montgomery County Industrial Development Board, and the chairman of the Clarksville-Montgomery County Convention and Visitors Bureau. A member of the board of directors for the Aspire Clarksville non-profit corporation as appointed by that board shall also serve as a non-voting ex-officio member of the district management corporation board of directors. In addition, the Tennessee State Senator, and the Tennessee State Representative, whose senate and house districts respectively includes the majority of the area contained within the CBID, shall be appointed by the Tennessee State Speaker of the Senate and by the Tennessee State Speaker of the House of Representatives respectively, to serve as non-voting ex-officio

members of the board of directors for the district management corporation. Any voting member may be removed for cause by a majority vote of the city council if the member is appointed by the mayor of the city, or the Montgomery County Commission if the member is appointed by the mayor of Montgomery County. Such removal proceedings may be recommended by any member of the city council, or the mayor, or by a majority of the voting members of the district management corporation. The directors of the district management corporation may adopt provisions for the establishment of committees, however, programs, plans, and operations of the committees shall be submitted to the directors of the district management corporation for approval.

POSTPONED:

May 7, 2015

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 65-2014-15

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, TITLE 1 (ADMINISTRATION, OFFICERS AND PERSONNEL), CHAPTER 6 (CODE OF ETHICS), TO DELETE PROVISIONS PERTAINING TO INDIRECT INTERESTS

WHEREAS, the Clarksville City Council has determined that it is in the best interest of the City of Clarksville and its citizens to amend the City Ethics Code by deleting certain references to indirect financial interests;

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

1. That the Official Code of the City of Clarksville, Tennessee, Title 1 (Administration, Officers and Personnel), Chapter 6 (Code of Ethics), Section 1-605 (Financial Interests), is hereby amended by deleting said section in its entirety and substituting therefore the following:

Sec. 1-605. - Financial interests.

(a) Except as hereinafter provided, no employee shall enter into or derive any benefit, directly ~~or indirectly~~, from any contractual arrangement with the city or any of its agencies. In recognition of the fact that many husbands and wives have separate careers, the normal employment compensation of a spouse whose regular ongoing employer or business has a contractual arrangement with the city shall not be considered a "benefit" to the employee, provided the contract with the city was procured without any participation assistance, or influence by the employee, and that employee disclose such contracts. Moreover, this prohibition shall not be construed to prohibit any member of any appointed board, commission, committee, authority, corporation, or other instrumentality appointed or created by city from benefiting, either directly or indirectly, from any contractual arrangement with the city or any of its agencies so long as such member complies with the provisions of subsection (b). No member of any appointed board, commission, committee, authority, corporation, or other instrumentality appointed or created by city shall vote on any matter where the member or member's immediate family would benefit, ~~either directly or indirectly~~, from any contractual arrangement with the city or any of its agencies.

(b) No employee shall have a direct ~~or indirect~~ financial interest that conflicts substantially, or appears to conflict substantially, with his or her governmental duties or responsibilities. The employee will disclose any known financial interests related to any topic, subject, or program that has city government interest or involvement. If a possible conflict could arise, the employee will disclose these concerns and interests and abstain from any decision-making processes or votes. ~~"Indirect financial interest" in this case includes a substantial interest on the part of parent, spouse, or minor child of the employee.~~ This subsection shall not apply to interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests. If, at the time the employee begins employment with the city or at

any subsequent time during city employment, the employee acquires such direct ~~or indirect~~ financial interests prohibited by subsections (a) or (b), that interest shall be disclosed to the director of finance within fourteen (14) calendar days in a form to be provided by the internal auditor.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

RESOLUTION 36-2014-15

A RESOLUTION OF RATIFICATION OF **PRIVATE CHAPTER __**, PRIVATE ACTS OF 2015, RELATIVE TO COMPREHENSISVE CHARTER AMENDMENTS

WHEREAS, on April 20, 2015 by adoption of RESOLUTION 32-2014-15, the Clarksville City Council requested the Tennessee General Assembly approve amendments to the *Official Charter of the City of Clarksville*; and

WHEREAS, by passage of House Bill 1402 on April 22, 2015, and Senate Bill 1426 on April 22, 2015, the Tennessee House of Representatives and Tennessee State Senate approved the amendments as requested; and

WHEREAS, **Private Chapter __**, Private Acts of 2015 as signed by Governor Bill Haslam on May 20, 2015 and by Secretary of State Tre Hargett **on _____**, 2015, has been submitted for ratification by the Clarksville City Council.

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

That **Private Chapter __**, Private Acts of 2015, relative to comprehensive amendments to the Official Charter, is hereby ratified by the Clarksville City Council.

BE IT FURTHER RESOLVED that this resolution shall have no effect unless approved by a two-thirds vote of the Clarksville City Council.

ADOPTED:

AYE:

NAY:

RESOLUTION 32-2014-15:	April 20, 2014
	AYE: 9
	NAY: 3
	ABSENT: 1