CLARKSVILLE CITY COUNCIL
REGULAR SESSION
APRIL 1, 2021, 7:00 P.M.

AGENDA

IN AN EFFORT TO FACILITATE THE CONTINUED RESPONSE TO THE CORONAVIRUS DISEASE (COVID-19), THIS MEETING WILL BE CONDUCTED VIA GOOGLE MEETS AND LIVE STREAMED ON CITYOFCLARKSVILLE.COM

PUBLIC COMMENTS

- 6:35 pm Stephanie Knight
- 6:40 pm Misty Andolon
- 6:45 pm Alexandria Cavanaugh
- 6:50 pm Brad Williams

1) CALL TO ORDER *Mayor Joe Pitts*

2) PRAYER *Councilperson DaJuan Little*

3) PLEDGE OF ALLEGIANCE *Councilperson Karen Reynolds*

4) ATTENDANCE *City Clerk*

5) APPROVAL OF ELECTRONIC MEETING

> *"In order to comply with the technical aspects of the Governor's Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak."*

6) SPECIAL PRESENTATIONS

7) PLANNING COMMISSION PUBLIC HEARING *Mayor Pro Tem Richard Garrett*

1. **ORDINANCE 84-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Reda Home Builders, Inc., Reda Home Builders, Inc.-Agent, for zone change on property located at the intersection of Twin Rivers Road and Nolen Road from R-1 Single Family Residential District to R-4 Multiple Family Residential District *RPC: Approval/Approval*

No requests to speak for or against.

2. **ORDINANCE 85-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Reda Home Builders, Inc., Reda Home Builders, Inc.-Agent, for zone change on property located at the eastern terminus of the southern Circle Hill Drive right-of-way and at the north frontage of Cave Springs Road from R-1 Single Family Residential District to R-6 Single Family Residential District *RPC: Disapproval/Approval*

No requests to speak for or against.

3. **ORDINANCE 86-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Estate of Frank Wooten, Linda Roberts, Executor, Cody Dahl-Agent, for zone change on property located at the intersection of Reynolds Street and Cedar Street from R-3 Three Family Residential District to R-6 Single Family Residential District *RPC: Approval/Approval*

No requests to speak for or against.

4. **ORDINANCE 87-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Kolbe Homes, LLC, Robert Kolbe for zone change on property located at the intersection of Peachers Mill Road and Randell Drive and at the western-southern terminus of Leigh Ann Drive from R-2D Two Family Residential District to R-4 Multiple Family Residential District *RPC: Approval/Approval*

No requests to speak for or against.

5. **ORDINANCE 88-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Black Hawk Land-Bert Singletary Development for zone change on property located at the intersection of Peachers Mill Road and Henry Place from R-2 Single Family Residential District to C-5 Highway & Arterial Commercial District *RPC: Approval/Approval*

FOR: *Rex Hawkins, Bert Singletery*

OPPOSE: *No requests to speak against.*

6. **ORDINANCE 89-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Johnathan Blick for zone change on property located on the east frontage of N. Ford Street at the southern terminus of N. Ford Street from M-2 General Industrial District to R-4 Multiple Family Residential District *RPC: Approval/Approval*

No requests to speak for or against.

7. **ORDINANCE 90-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Cumberland Radio Partnership, Inc., Chris Blackwell-Agent, for zone change on property on the east frontage of Martin Street south of Crossland Avenue from R-3 Three Family Residential District to R-4 Multiple Family Residential District *RPC: Approval/Approval*

FOR: *No request to speak for.*

OPPOSE: *Myrtha McKinney, David Arrington, Benny Skinner*

8) CONSENT AGENDA *City Clerk*

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 73-2020-21** (Second Reading) Amending the Official Code relative to membership of standing committees

2. **ORDINANCE 75-2020-21** (Second Reading) Amending the FY21 Housing & Community Development Budget to include the 2021 Community Housing Partnership of Williamson County THDA Grant (Emergency Solutions Grant)

3. **ORDINANCE 76-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Oscar Lee Hearn, Eric Huneycutt-Agent, for zone change on property located south of Crossland Avenue, east of Bradley Street, and north and south of West High Street from M-1 Light Industrial District and R-3 Three Family Residential District to C-2 General Commercial District

4. **ORDINANCE 77-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Luke Baggett, Syd Hedrick- Agent, for zone change on property located at the intersection of Beechwood Drive and Beech Drive from R-1 Single Family Residential District to R-2 Single Family Residential District

5. **ORDINANCE 79-2020-21** (Second Reading) Amending the FY21 Operating Budget for Governmental Funds to transfer funds from the Athletic Complex capital project to the Regional Community Center

6. Adoption of Minutes: March 4

9) FINANCE COMMITTEE *Chairperson Stacey Streetman*

1. **ORDINANCE 74-2020-21** (First Reading) Amending the Operating Budget for FY21 for Governmental Funds to add funding to support the Juneteenth holiday *Finance Committee: Approval*

2. **ORDINANCE 81-2020-21** (First Reading) Amending the FY21 Housing & Community Development Budget for CARES Act Part 1 Program Funding *Finance Committee: Approval*

3. **ORDINANCE 82-2020-21** (First Reading) Amending the FY21 Housing & Community Development Budget for CARES Act Round 3 Program Funds *Finance Committee: Approval*

4. **RESOLUTION 62-2020-21** Authorizing a Memorandum of Understanding between the City of Clarksville (Police Department) and the TBI relative to the TBI Criminal Investigation Division Task Force *Finance Committee: Approval*

10) GAS & WATER COMMITTEE *Chairperson Wallace Redd*

1. **RESOLUTION 63-2020-21** Authorizing an interlocal agreement Bi-County Solid Waste Management for acceptance of biosolids from the wastewater treatment plant *Gas & Water Committee and Finance Committee: Approval*

2. **RESOLUTION 64-2020-21** Authorizing an interlocal agreement with the City of Guthrie, Kentucky for cooperative participation in the Todd County Natural Gas District *Gas & Water Committee: Approval*

3. Department Report

11) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE *Chairperson Wanda Smith*

1. Department Report

12) PARKS & RECREATION COMMITTEE *Chairperson Vondell Richmond*

1. Department Report

12) PUBLIC SAFETY COMMITTEE *Chairperson Richard Garrett*

1. Department Reports

14) STREETS-GARAGE-TRANSPORTATION COMMITTEE *Chairperson Wanda Smith*

1. Department Reports

10) ITEMS POSTPONED

1. **ORDINANCE 63-2020-21** (Second Reading; Postponed March 4) Amending the Official Code relative to short term rentals *Councilperson Butler*

2. **RESOLUTION 59-2020-21** (Postponed March 4) Requesting the Tennessee General Assembly to amend the Official Charter of the City of Clarksville according to Exhibit A *Councilperson Garrett*

11)NEW BUSINESS

1. **ORDINANCE 83-2020-21** (First Reading) Approving sale of property at Exit 8 to Silicon Ranch *Mayor Pitts*

2. **ORDINANCE 91-2020-21** (First Reading) Amending the Official Code relative to times of regular sessions and public comment periods *Councilperson Smith*

3. **ORDINANCE 92-2020-21** (First Reading) Approving a settlement of the Robinsons and/or Franklin Street Corporation v. City State Court and Federal Court lawsuits *Councilperson Butler*

4. **ORDINANCE 93-2020-21** (First Reading) Amending the Official Code relative to hiring outside counsel *Councilperson Allen*

5. **RESOLUTION 65-2020-21** Requesting the Mayor to call a special session of the City Council as a Committee of the Whole to study and make recommendations to the City Council pertaining to the Ethics Code *Councilperson Allen*

6. **RESOLUTION 66-2020-21** Requesting the State of Tennessee recognize August 8 as a Tennessee State Holiday *Councilperson Smith*

7. **RESOLUTION 67-2020-21** Expressing the sense of the City Council honoring Women Veterans *Councilperson Knight*

8. Discussion regarding Mayors Against LGBTQIA+ Discrimination *Councilperson Evans*

> **HB0003** transgender sports ban; **HB0800** ban LGBTQ content from the public school curriculum; **HB0529/SB1229** require schools to let parents opt out of sexual orientation/gender identity curriculum; **HB1233/SB1367** school discrimination and exclusion against transgender students; **HB1182** antinclusive transgender restrooms signage; **HB0372** opt out of diversity/inclusive workplace trainings; **HB0578** criminalizes gender-affirming care for transgender youth; **HB1027/SB0126** a caption bill that will carry an amendment that regulates gender-affirming care for transgender youth.

17) MAYOR AND COUNCIL MEMBER COMMENTS

18) ADJOURNMENT

CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on: April 1, 2021. The public hearing will be held on: March 25, 2021.

CITY ORD. #: 84-2020-21 RPC CASE NUMBER: Z-11-2021
Applicant: REDA HOME BUILDERS, INC.
Agent: Reda Home Builders, Inc.
Location: located southeast of the Twin Rivers Rd. and Nolen Rd. intersection.
Ward #: 9
Request: R-1 Single-Family Residential District
to
R-4 Multiple-Family Residential District

STAFF RECOMMENDATION: APPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CITY ORD. #: 85-2020-21 RPC CASE NUMBER: Z-12-2021
Applicant: REDA HOME BUILDERS, INC.
Agent: Reda Home Builders, Inc.
Location: Property located at the eastern terminus of the southern Circle Hill Dr. right of way & also located north frontage of Cave Springs Rd.
Ward #: 4
Request: R-1 Single-Family Residential District
to
R-6 Single-Family Residential District

STAFF RECOMMENDATION: DISAPPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CITY ORD. #: 86-2020-21 RPC CASE NUMBER: Z-14-2021
Applicant: ESTATE OF FRANK WOOTEN LINDA ROBERTS, EXECUTOR
Agent: Cody Dahl
Location: Property located at the northeast corner of the Reynolds St. & Cedar St. intersection.
Ward #: 6
Request: R-3 Three-Family Residential District
to
R-6 Single-Family Residential District

STAFF RECOMMENDATION: APPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CITY ORD. #: 87-2020-21 RPC CASE NUMBER: Z-16-2021
Applicant: KOLBE HOMES L L C ROBERT KOLBE

Location: Property fronting on the east frontage of Peachers Mill Rd. 355+/- feet north of the Peachers Mill Rd. & Randell Dr. intersection & located at the western southern terminus of LeighAnn Dr.
Ward #: 4
Request: R-2D Two-Family Residential District
to
R-4 Multiple-Family Residential District

STAFF RECOMMENDATION: APPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CITY ORD. #: 88-2020-21 RPC CASE NUMBER: Z-17-2021
Applicant: BLACK HAWK LAND DEVELOPMENT BERT SINGLETARY

Location: Property fronting on the east frontage of Peachers Mill Rd. east of the Peachers Mill Rd. & Henry Place intersection.
Ward #: 5
Request: R-2 Single-Family Residential District
to
C-5 Highway & Arterial Commercial District

STAFF RECOMMENDATION: APPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

****

CITY ORD. #: 89-2020-21 RPC CASE NUMBER: Z-19-2021
Applicant: JOHNATHAN BLICK

Location: Property fronting on the east frontage of N. Ford St. at the southern terminus of N. Ford St.
Ward #: 4
Request: M-2 General Industrial District
to
R-4 Multiple-Family Residential District

STAFF RECOMMENDATION: APPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CITY ORD. #: 90-2020-21 RPC CASE NUMBER: Z-20-2021
Applicant: CUMBERLAND RADIO PARTNERSHIP INC
Agent: Chris Blackwell Construction
Location: Property fronting on the east frontage of Martin St., 1,470 +/- feet south of the Crossland Ave. & Martin St. intersection.
Ward #: 6
Request: R-3 Three-Family Residential District
to
R-4 Multiple-Family Residential District

STAFF RECOMMENDATION: APPROVAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

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CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

RPC MEETING DATE: 3/23/2021 **CASE NUMBER:** Z - 11 -2021

NAME OF APPLICANT: Reda Home Builders.

AGENT: Reda Home Builders.

GENERAL INFORMATION

TAX PLAT: 055 **PARCEL(S):** 033.00

ACREAGE TO BE REZONED: 3.92

PRESENT ZONING: R-1

PROPOSED ZONING: R-4

EXTENSION OF ZONING CLASSIFICATION: YES TO THE EAST

PROPERTY LOCATION: located southeast of the Twin Rivers Rd. and Nolen Rd. intersection.

CITY COUNCIL WARD: 9 **COUNTY COMMISSION DISTRICT:** 14 **CIVIL DISTRICT:** 12

DESCRIPTION OF PROPERTY: Single Family Residential with outbuilding and several mature trees.

APPLICANT'S STATEMENT FOR PROPOSED USE: Rezoning to build condos to sell individually with an HOA to insure proper property maintenance and management.

GROWTH PLAN AREA: CITY **PLANNING AREA:** Trenton

PREVIOUS ZONING HISTORY: Z-39-2012

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

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ 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.
- ☐ 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 & sewer system upgrades. No gravity sewer.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT: Traffic Assessment required.

3. DRAINAGE COMMENTS: Comments received from department and they had no concerns.

4. CDE/CEMC: No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.: Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE: Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT: Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY: ~~BURT~~

MIDDLE SCHOOL: KENWOOD

HIGH SCHOOL: KENWOOD

Kenwood Middle School is in the fastest growing region in Montgomery County and is currently 94% capacity. This development could add additional students and require additional infrastructure and funding. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased residential multi-family density.

INFRASTRUCTURE:

WATER SOURCE: CITY **SEWER SOURCE:** CITY

STREET/ROAD ACCESSIBILITY: Nolen Rd.

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT

	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:		**46**
POPULATION:		**124**

APPLICABLE LAND USE PLAN

Trenton Road Planning Area: The dominant transportation corridor in the area is I-24, strongly supported by Wilma Rudolph Blvd. & 101st Airborne Parkway. Exit 1 I-24 interchange with Trenton Road has seen tremendous growth since 2000.

STAFF RECOMMENDATION: APPROVAL

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The R-4 request is a continuation of the established R-4 zoning to the east.
3. The R-4 Multi-family Residential zoning classification is not out of character with the surrounding area.
4. Adequate infrastructure serves the site & no adverse environmental issues have been identified relative to this request.
5.



Z-11-2021

APPLICANT:
REDA HOME BUILDERS, INC

REQUEST:
R-1
TO
R-4

MAP & PARCEL
055 03300

ACRES +/-
3.92

Scale: 1:5,000

0 250 500
Feet

2/23/2021



Z-11-2021

APPLICANT:
REDA HOME BUILDERS, INC

REQUEST:
R-1
TO
R-4

MAP & PARCEL
055 03300

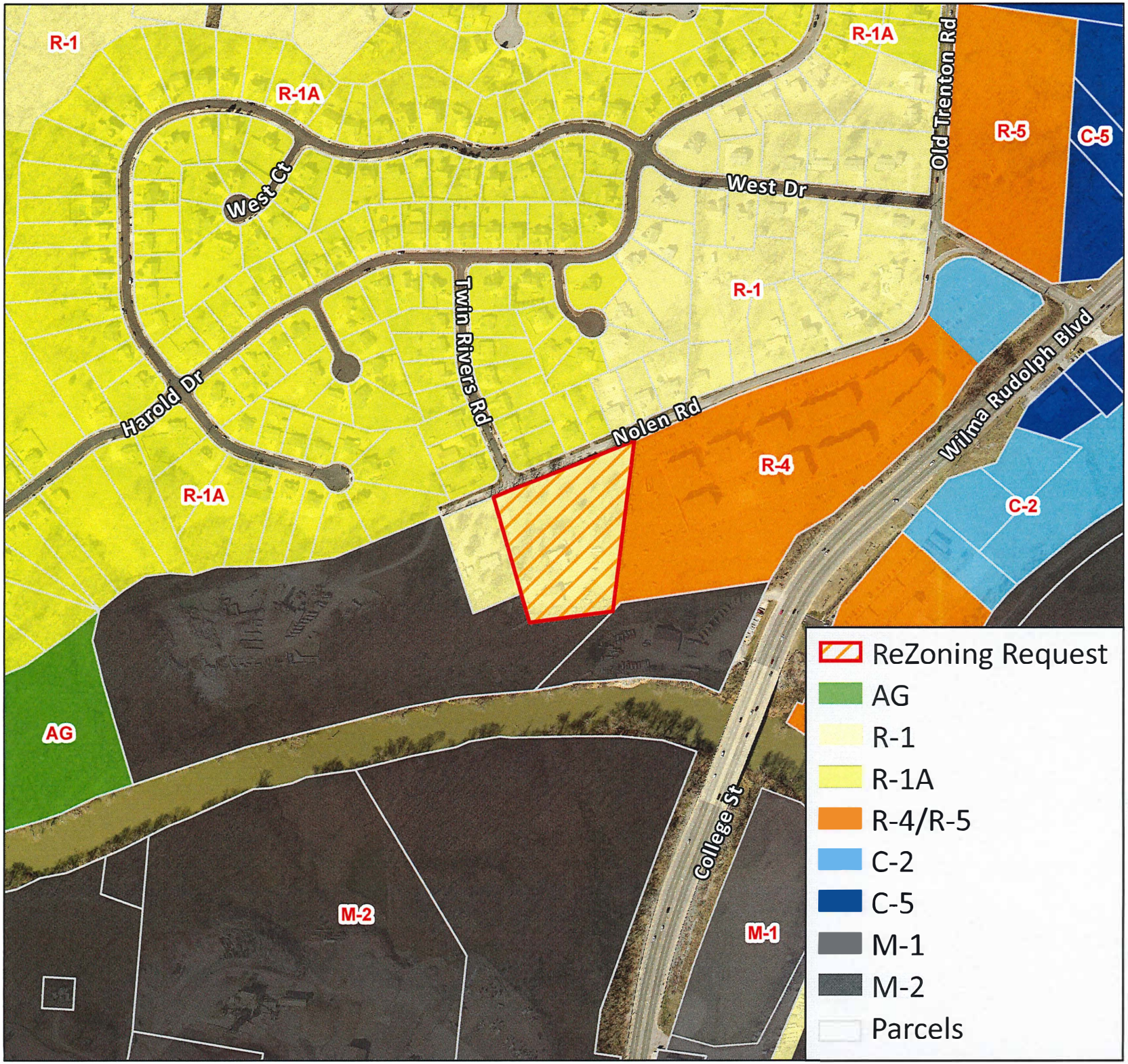
ACRES +/-
3.92

Scale: 1:2,000

N

0 100 200
Feet

2/23/2021



Z-11-2021

APPLICANT:
REDA HOME BUILDERS, INC

REQUEST:
R-1
TO
R-4

MAP & PARCEL
055 03300

ACRES +/-
3.92

Scale: 1:5,000

N

0 250 500
Feet

2/23/2021

CASE NUMBER: Z 11 2021 **MEETING DATE** 3/23/2021

APPLICANT: Reda Home Builders, Inc.

PRESENT ZONING R-1 **PROPOSED ZONING** R-4

TAX PLAT # 055 **PARCEL** 033.00

GEN. LOCATION located southeast of the Twin Rivers Rd. and Nolen Rd. intersection.

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PUBLIC COMMENTS

None received as of 10:00 A.M. on 3/23/2021 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

RPC MEETING DATE: 3/23/2021 **CASE NUMBER:** Z - 12 -2021

NAME OF APPLICANT: Reda Home Builders,

AGENT: Reda Home Builders,

GENERAL INFORMATION

TAX PLAT: 054D **PARCEL(S):** C 001.00

ACREAGE TO BE REZONED: 2.85

PRESENT ZONING: R-1

PROPOSED ZONING: R-6

EXTENSION OF ZONING CLASSIFICATION: NO

PROPERTY LOCATION: Property located at the eastern terminus of the southern Circle Hill Dr. right of way & also located north frontage of Cave Springs Rd.

CITY COUNCIL WARD: 4 **COUNTY COMMISSION DISTRICT:** 16 **CIVIL DISTRICT:** 7

DESCRIPTION OF PROPERTY: Wooded sloping tract.

APPLICANT'S STATEMENT FOR PROPOSED USE: To provide affordable living within the city and improve the current neighborhood.

GROWTH PLAN AREA: CITY **PLANNING AREA:** Peachers Mill

PREVIOUS ZONING HISTORY:

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

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ 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.
- ☐ 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. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT: Access questions. Grading permit & Water Quality requirements.

3. DRAINAGE COMMENTS: Comments received from department and they had no concerns.

4. CDE/CEMC: No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.: Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE: Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT: Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY: BYRNS DARDEN
MIDDLE SCHOOL: KENWOOD
HIGH SCHOOL: KENWOOD

Kenwood Middle School is in the fastest growing region in Montgomery County and is currently 94% capacity. This development could add additional students and require additional infrastructure and funding. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased single family residential density.

INFRASTRUCTURE:

WATER SOURCE: CITY **SEWER SOURCE:** CITY

STREET/ROAD ACCESSIBILITY: Cave Springs Rd. & Circle Hill Dr.

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:		12
POPULATION:		32

APPLICABLE LAND USE PLAN

Peachers Mill Planning Area - This area is a combination of mature and newly platted subdivisions, primarily single family in nature. The construction of the 101st Parkway has had an impact here as it vastly improved the linkage between US 41 A and US 79. Even though the Parkway has limited access, it is creating pressure for commercial nodes at its intersections with local roads.

STAFF RECOMMENDATION: DISAPPROVAL

1. The proposed zoning request is inconsistent with the adopted Land Use Plan.
2. The potential for development with this tract exists with the present R-1 Single Family Zoning classification.
3. The proposed R-6 density is not in character with the R-1 Single Family Residential surrounding residential development.
4.
5.



Z-12-2021

APPLICANT:
REDA HOME BUILDERS, INC.

REQUEST:
R-1
TO
R-6

MAP & PARCEL
054D C 00100 (P)

ACRES +/-
2.85

Scale: 1:5,000

N

0 250 500
Feet

2/23/2021



Z-12-2021

APPLICANT:
REDA HOME BUILDERS, INC.

REQUEST:
R-1
TO
R-6

MAP & PARCEL
054D C 00100 (P)

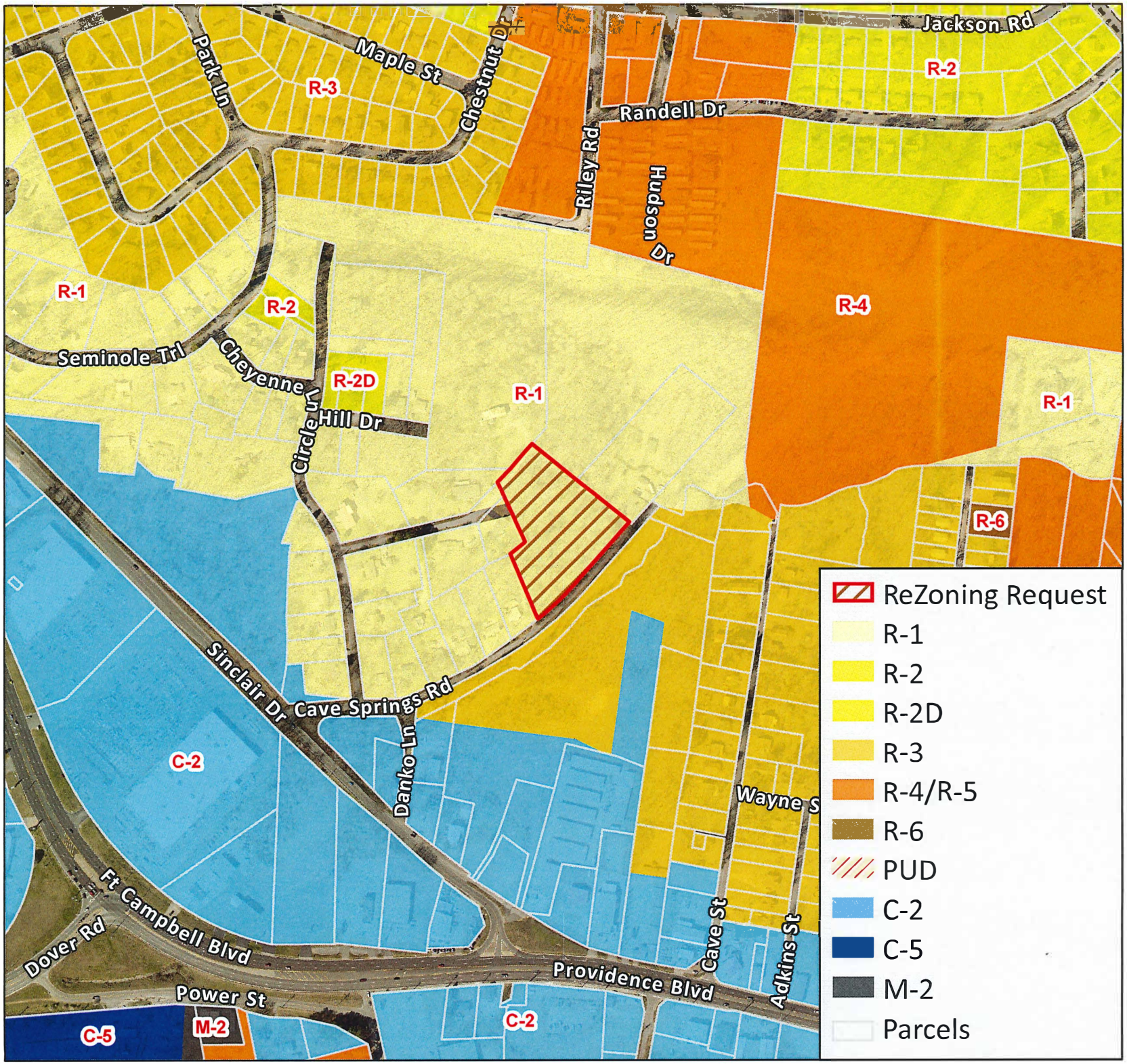
ACRES +/-
2.85

Scale: 1:2,000

N

0 100 200
Feet

2/23/2021



Z-12-2021

APPLICANT:

REDA HOME BUILDERS, INC.

REQUEST:

R-1

TO

R-6

MAP & PARCEL

054D C 00100 (P)

ACRES +/-

2.85

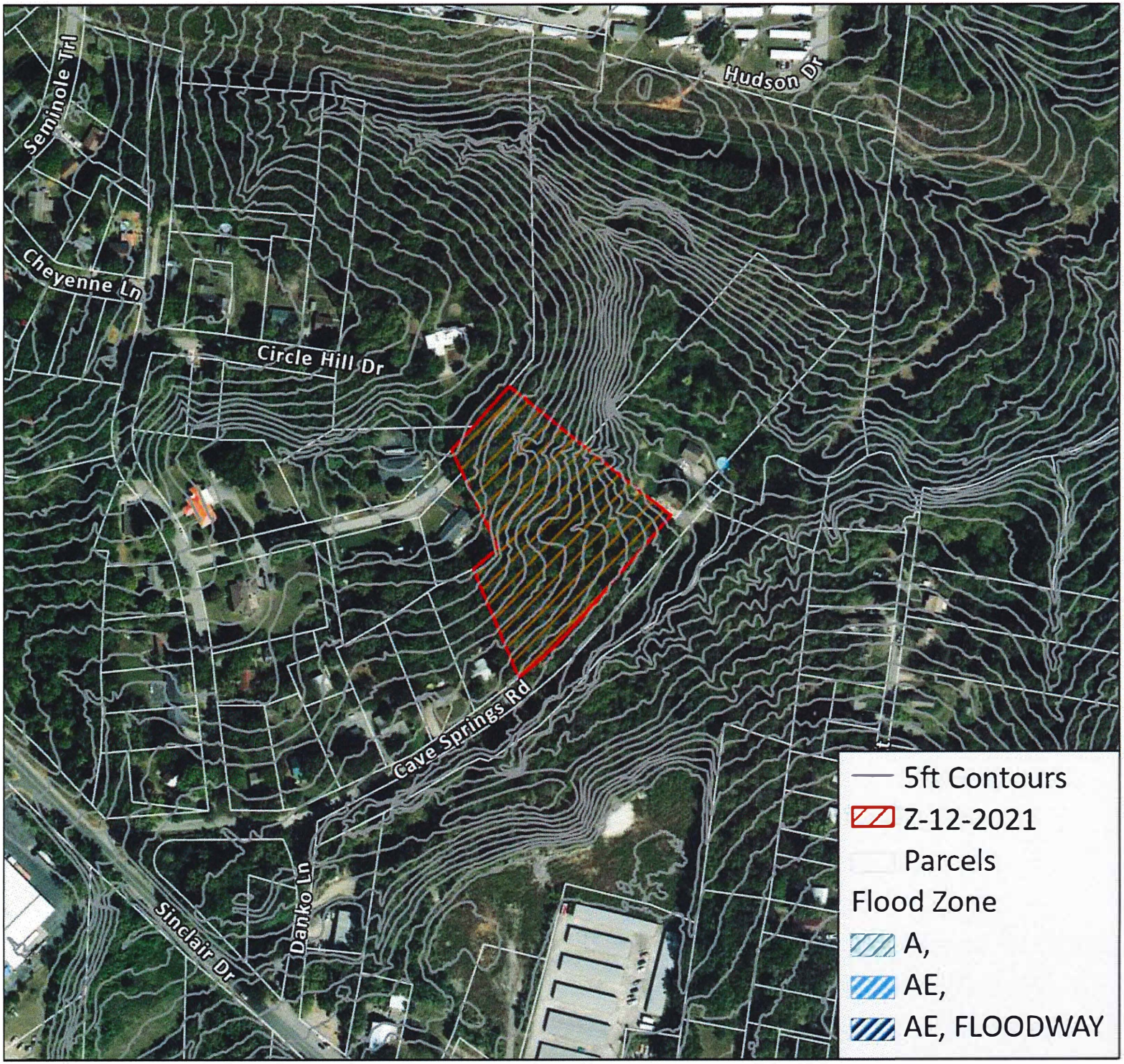
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N

0 250 500

Feet

2/23/2021



Z-12-2021

APPLICANT:
REDA HOME BUILDERS, INC.

REQUEST:
R-1
TO
R-6

MAP & PARCEL
054D C 00100 (P)

ACRES +/-
2.85

Scale: 1:3,000

N

0 150 300
Feet

2/23/2021

CASE NUMBER: Z 12 2021 **MEETING DATE** 3/23/2021

APPLICANT: Reda Home Builders, Inc.

PRESENT ZONING R-1 **PROPOSED ZONING** R-6

TAX PLAT # 054D **PARCEL** C 001.00

GEN. LOCATION Property located at the eastern terminus of the southern Circle Hill Dr. right of way & also located north frontage of Cave Springs Rd.

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PUBLIC COMMENTS

None received as of 10:00 A.M. on 3/23/2021 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

RPC MEETING DATE: 3/23/2021 **CASE NUMBER:** Z - 14 -2021

NAME OF APPLICANT: Estate Of Frank Linda Roberts, Executor

AGENT: Cody Dahl

GENERAL INFORMATION

TAX PLAT: 066E **PARCEL(S):** E 025.00

ACREAGE TO BE REZONED: .28

PRESENT ZONING: R-3

PROPOSED ZONING: R-6

EXTENSION OF ZONING CLASSIFICATION: NO

PROPERTY LOCATION: Property located at the northeast corner of the Reynolds St. & Cedar St. intersection.

CITY COUNCIL WARD: 6 **COUNTY COMMISSION DISTRICT:** 21 **CIVIL DISTRICT:** 12

DESCRIPTION OF PROPERTY: Existing residential structure on parcel.

APPLICANT'S STATEMENT FOR PROPOSED USE: Replace existing outdated housing with 4 new houses. Increase in property values and taxes for the area.

GROWTH PLAN AREA: CITY **PLANNING AREA:** Red River

PREVIOUS ZONING HISTORY:

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

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ 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.
- ☐ 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.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT: Reynolds St. is a collector. Access to follow city ordinance.

3. DRAINAGE COMMENTS: Comments received from department and they had no concerns.

4. CDE/CEMC: No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.: Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE: Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT: Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY: ~~MOORE~~
MIDDLE SCHOOL: ROSSVIEW
HIGH SCHOOL: ROSSVIEW

Rossview Middle & Rossview High are in the 2nd fastest growing region in Mont. County. Rossview Middle is at 118% capacity and currently has 11 portable classrooms, Rossview High is at 113% capacity and currently has 8 portables. There are over 1,000 lots already approved in this region. This continued student growth necessitates additional action to address building capacity growth and school bus transportation needs in Mont. County. This development could contribute add additional students & require additional infrastructure & funding. This will also increase traffic volume on Rossview Rd. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased single family residential density.

INFRASTRUCTURE:

WATER SOURCE: CITY **SEWER SOURCE:** CITY

STREET/ROAD ACCESSIBILITY: Reynolds St. & Cedar St.

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:	4	4
POPULATION:		10

APPLICABLE LAND USE PLAN

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: APPROVAL

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The R-6 single family zoning classifications are not out of character with the surrounding area or established uses.
3. Adequate infrastructure will serve the site, including other residential-supportive uses such as, mass transit and retail services. Sidewalks will be required as part of the development as required per R-6 Single Family Zoning.
4. No adverse environmental issues have been identified.
5.



Z-14-2021

APPLICANT:
ESTATE OF FRANK WOOTEN, LINDA ROBERTS EXECUTOR

REQUEST:
R-3
TO
R-6

MAP & PARCEL
066E E 02500

ACRES +/-
0.28

Scale: 1:5,000

N

0 250 500
Feet

2/23/2021



Z-14-2021

APPLICANT:
ESTATE OF FRANK WOOTEN, LINDA ROBERTS EXECUTOR

REQUEST:
R-3
TO
R-6

MAP & PARCEL
066E E 02500

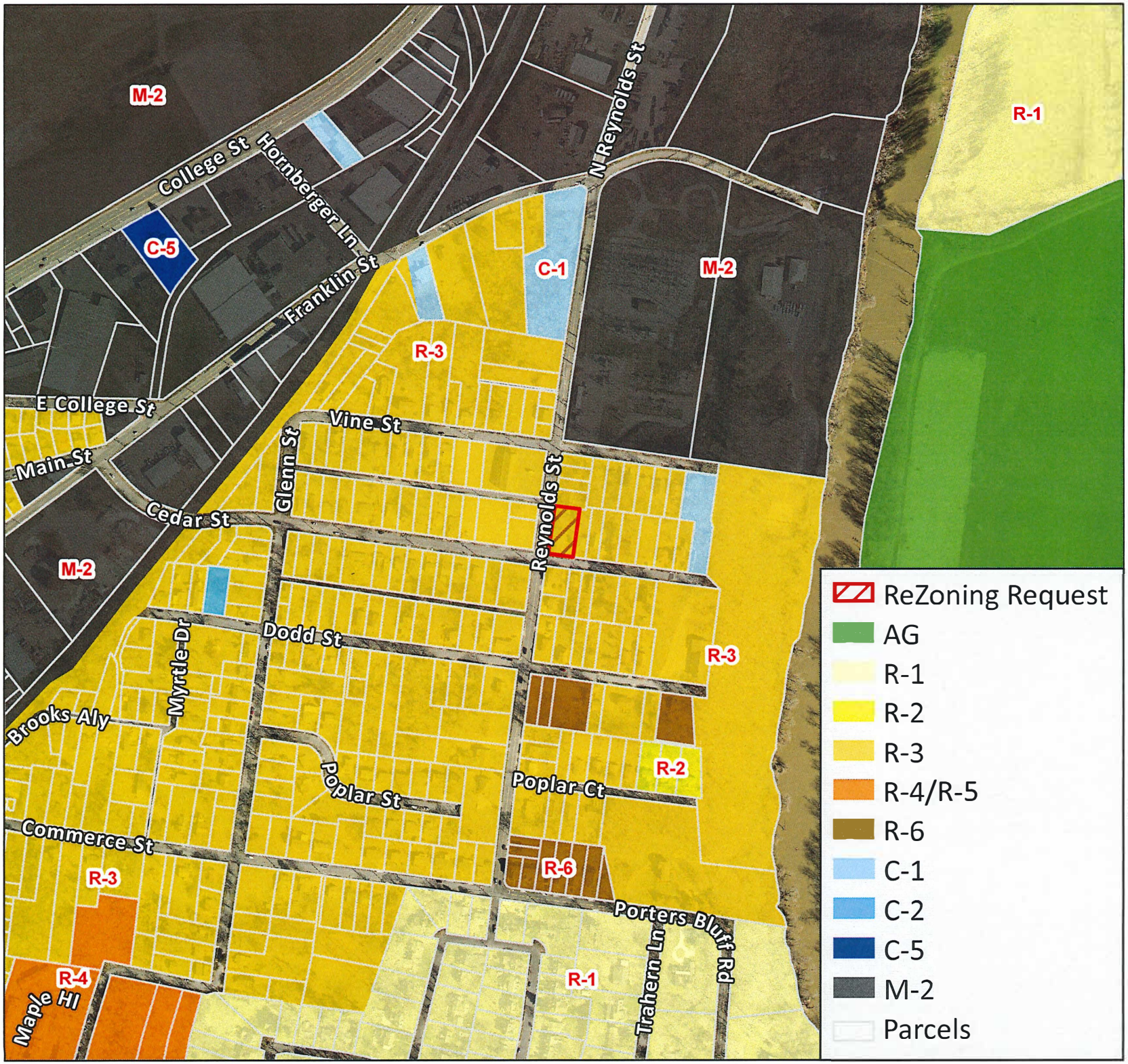
ACRES +/-
0.28

Scale: 1:1,000

N

0 40 80
Feet

2/23/2021



Z-14-2021

APPLICANT:

ESTATE OF FRANK WOOTEN, LINDA ROBERTS EXECUTOR

REQUEST:

R-3

TO

R-6

MAP & PARCEL

066E E 02500

ACRES +/-

0.28

Scale: 1:5,000

0 250 500

Feet

2/23/2021

CASE NUMBER: Z 14 2021 **MEETING DATE** 3/23/2021

APPLICANT: Estate Of Frank Wooten Linda Roberts, Executor

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

TAX PLAT # 066E **PARCEL** E 025.00

GEN. LOCATION Property located at the northeast corner of the Reynolds St. & Cedar St. intersection.

****

PUBLIC COMMENTS

Copy of email in the file. (A.L.)

City of Clarksville

Z-14-2021

John Spainhoward <john.spainhoward@cityofclarksville.com>

Fwd: Zoning objection

1 message

Grace <cowangrace1@gmail.com> Thu, Mar 18, 2021 at 5:46 PM
To: john.spainhoward@cityofclarksville.com

Begin forwarded message:

From: V Cowan <cowangrace1@gmail.com>
Date: March 18, 2021 at 3:41:13 PM CDT
To: john.spainhoward@cityofclarksvile.com, Gracework Phone E Cowan <cowangrace1@gmail.com>, William Cowan <williamhcowan@gmail.com>
Subject: Zoning objection

Dear Mr. Spainhoward:

It looks like online March 23, 2021, a zoning hearing will be held for a property located at Cedar and Reynolds, requesting a change from R-3 to R-6.
The zoning number request is Z-14-2021 and is requested by the Frank Wooten Estate.

I would like to formally attend the hearing to object to the zoning request.

- I own property very close to this location at 1226 Cedar Street.
- This is a residential area with single-family homes. Even at the current zoning, R-3, it would be very crowded to build more than two homes.
- Changing the zoning to R-6 is absolutely a destructive impact to the neighborhood. The property is not large enough to build R-6.
- The character of the neighborhood is single-family homes, not row houses on top of one another.
- Building too many houses on a small lot causes issues for the neighboring properties for water drainage which causes major issues in Clarksville.·
- The lot is too narrow to be zoned R-6 and build 6 houses
- Zoning R-6 and building 6 more houses will cause excessive traffic for the children and car traffic
- We own a property on Williams Lane where the zoning just changed and Luke Baggett built 6 homes on a very small lot. We have now

experienced the change in the traffic flow which is dramatic. We do not want to see this done again by our other property on Cedar.

Please let me know how I can attend the zoning meeting to formally object to this rezoning request or the video meeting if I can not attend in person.
Please make this letter part of the zoning
file for the hearing.
Grace Melidosian Cowan
224-595-3399

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

RPC MEETING DATE: 3/23/2021 **CASE NUMBER:** Z - 16 -2021

NAME OF APPLICANT: Kolbe Homes L L C Robert Kolbe
Adams, Tn 37010

AGENT:

GENERAL INFORMATION

TAX PLAT: 055A **PARCEL(S):** A 005.00

ACREAGE TO BE REZONED: 19.43

PRESENT ZONING: R-2D

PROPOSED ZONING: R-4

EXTENSION OF ZONING CLASSIFICATION:

PROPERTY LOCATION: Property fronting on the east frontage of Peachers Mill Rd. 355+/- feet north of the Peachers Mill Rd. & Randell Dr. intersection & located at the western southern terminus of LeighAnn Dr.

CITY COUNCIL WARD: 4 **COUNTY COMMISSION DISTRICT:** 13 **CIVIL DISTRICT:** 7

DESCRIPTION OF PROPERTY:

APPLICANT'S STATEMENT FOR PROPOSED USE: This is an extension of the existing zone classification from the south. This would allow the owner to have Multi-Family housing.

GROWTH PLAN AREA: CITY **PLANNING AREA:** Peachers Mill

PREVIOUS ZONING HISTORY:

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

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ 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·
- ☐ 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 sewer system upgrades.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT: Traffic Assessment required.

3. DRAINAGE COMMENTS: Blueline stream. 150' Drop

4. CDE/CEMC: No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.: Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE: Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT: Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY: KENWOOD
MIDDLE SCHOOL: KENWOOD
HIGH SCHOOL: KENWOOD

Kenwood Middle School is in the fastest growing region in Montgomery County and is currently 94% capacity. This development could add additional students and require additional infrastructure and funding. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased multi-family residential density

INFRASTRUCTURE:

WATER SOURCE: CITY **SEWER SOURCE:** CITY

STREET/ROAD ACCESSIBILITY: Peachers Mill Rd. & LeighAnn Dr.

DRAINAGE COMMENTS:

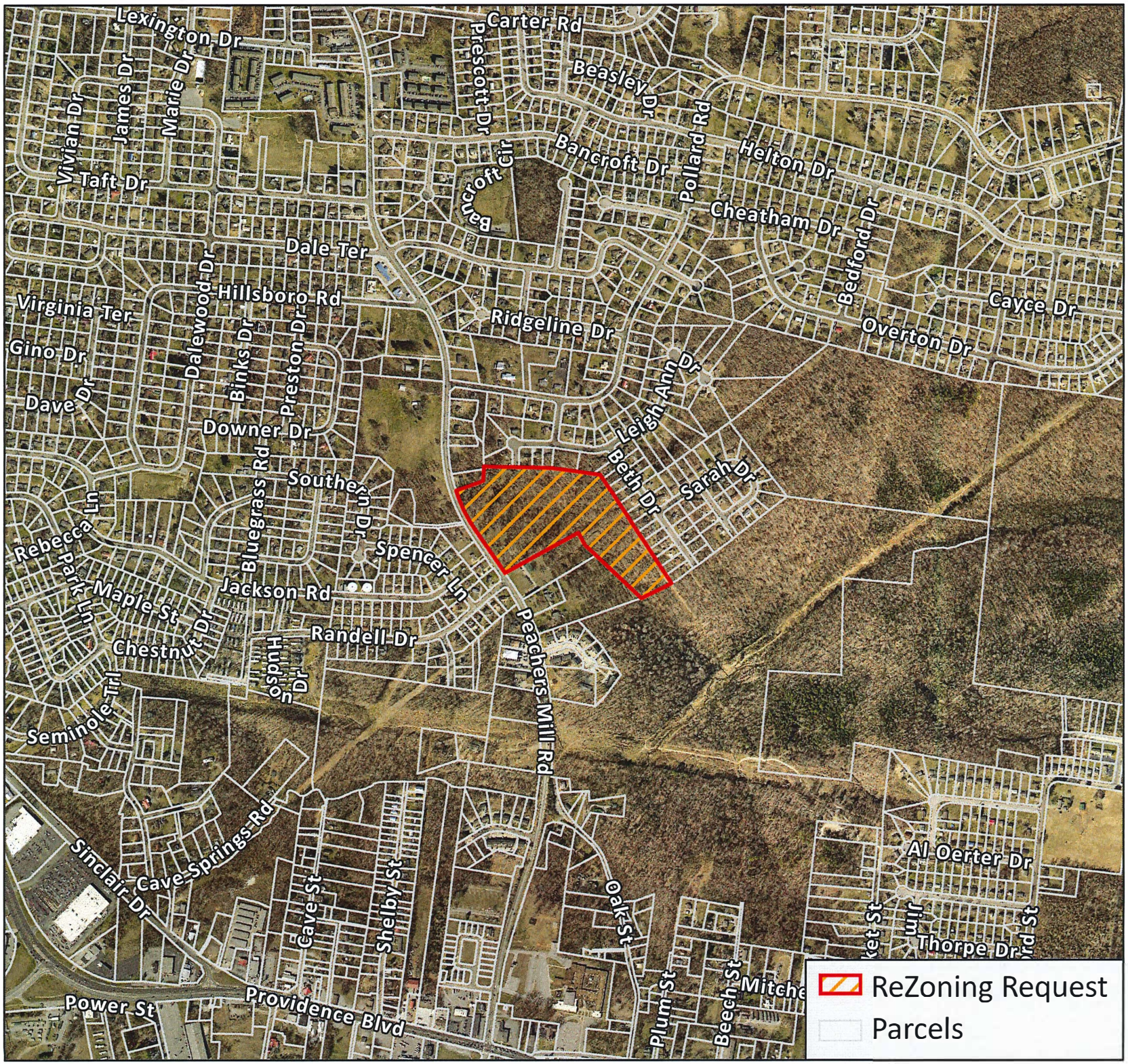
RESIDENTIAL DEVELOPMENT	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:	**96**	**72**
POPULATION:		**194**
		Adjusted
		for steep
		topography

APPLICABLE LAND USE PLAN

Peachers Mill Planning Area - This area is a combination of mature and newly platted subdivisions, primarily single family in nature. The construction of the 101st Parkway has had an impact here as it vastly improved the linkage between US 41 A and US 79. Even though the Parkway has limited access, it is creating pressure for commercial nodes at its intersections with local roads.

STAFF RECOMMENDATION: APPROVAL

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The R-4 Multi-family Residential zoning classification is not out of character with the surrounding area or established uses.
3. The property is encumbered by steep varying topography which limits full development potential.
4. Adequate infrastructure serves the site & no adverse environmental issues have been identified relative to this request.
5.



Z-16-2021

APPLICANT:
KOLBE HOMES LLC

REQUEST:
R-2D
TO
R-4

MAP & PARCEL
055A A 00500

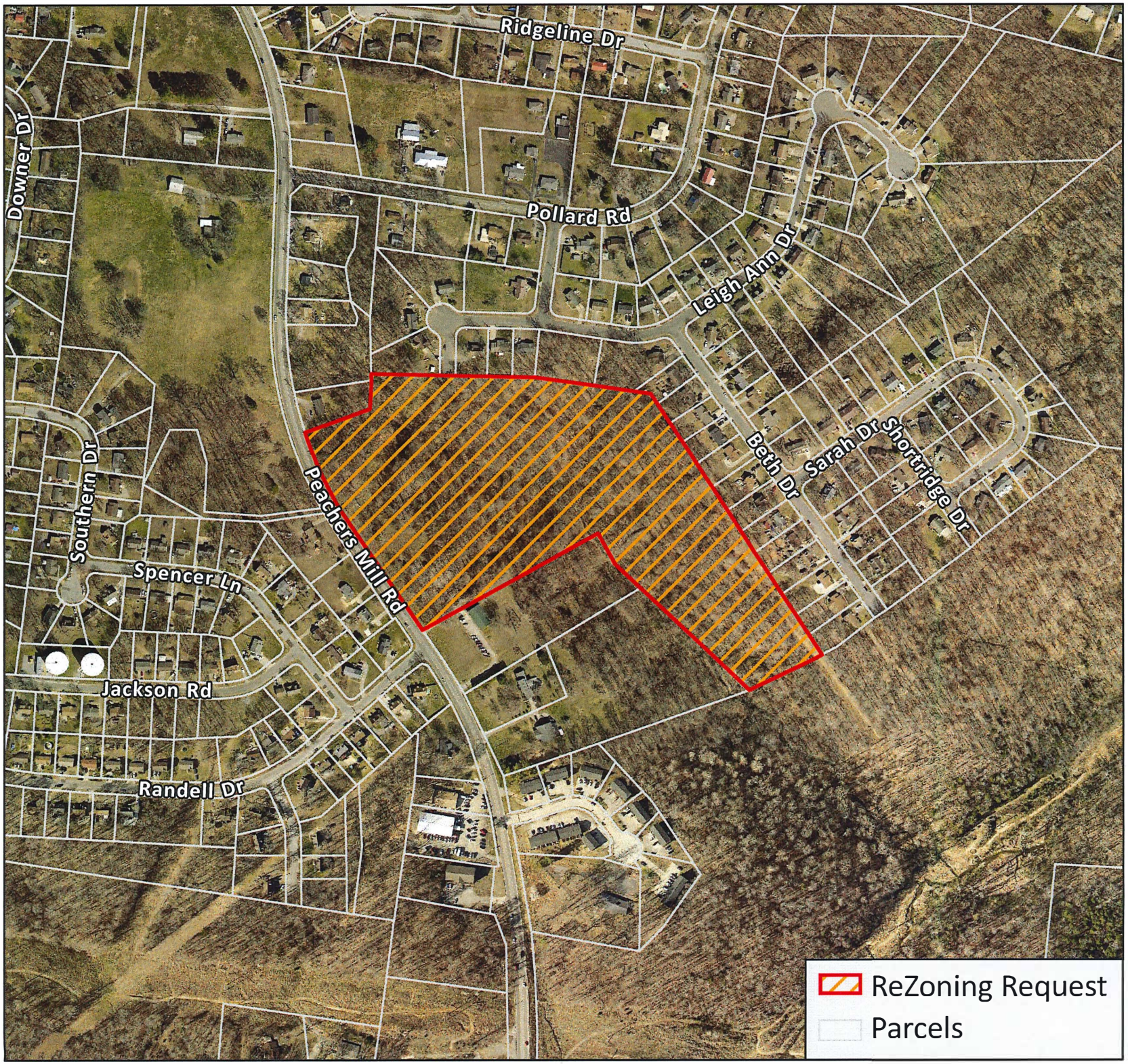
ACRES +/-
19.43

Scale: 1:12,000

N

0 570 1,140
Feet

2/23/2021



Z-16-2021

APPLICANT:
KOLBE HOMES LLC

REQUEST:
R-2D
TO
R-4

MAP & PARCEL
055A A 00500

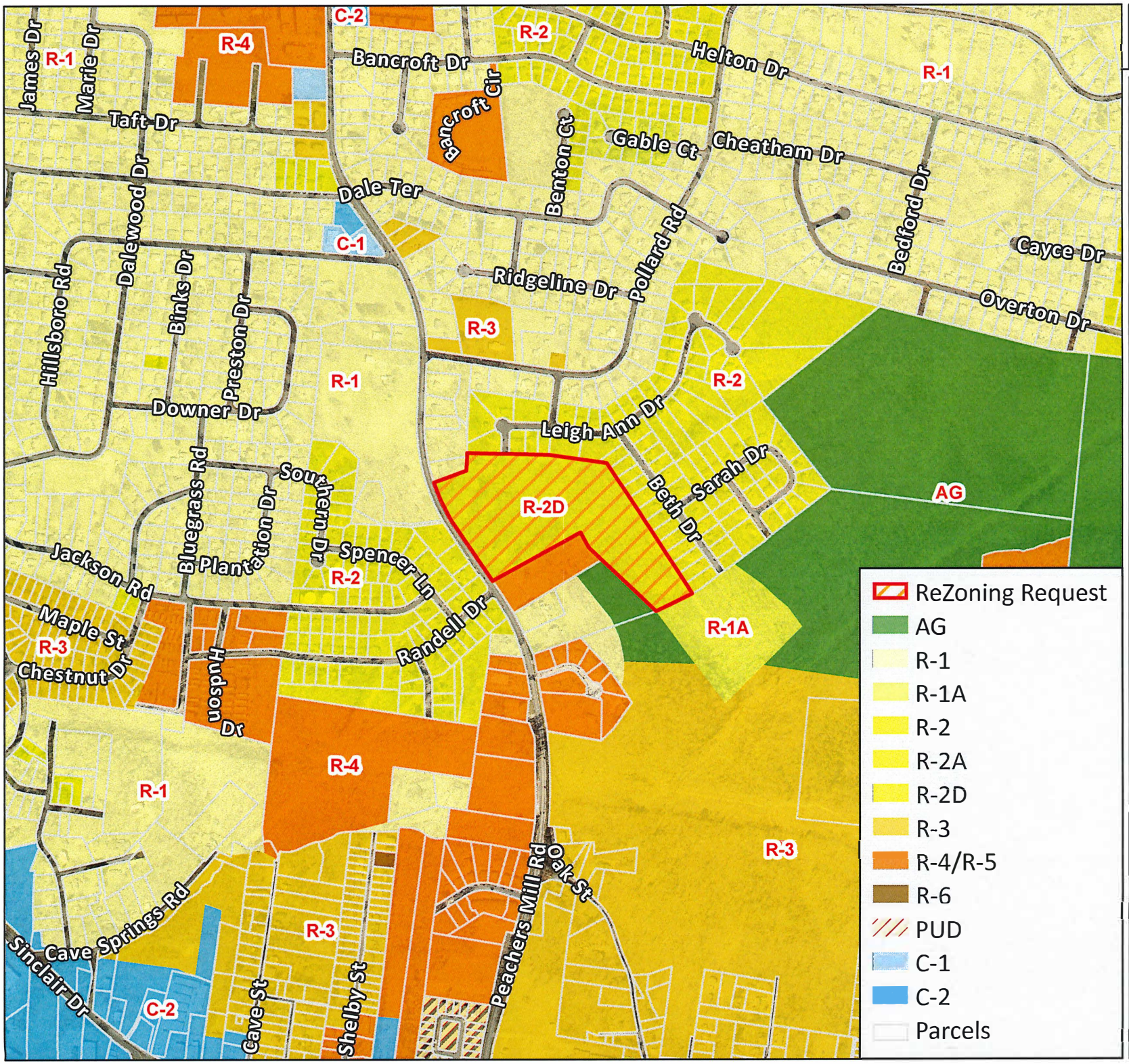
ACRES +/-
19.43

Scale: 1:5,000

N

0 250 500
Feet

2/23/2021



Z-16-2021

APPLICANT:
KOLBE HOMES LLC

REQUEST:
R-2D
TO
R-4

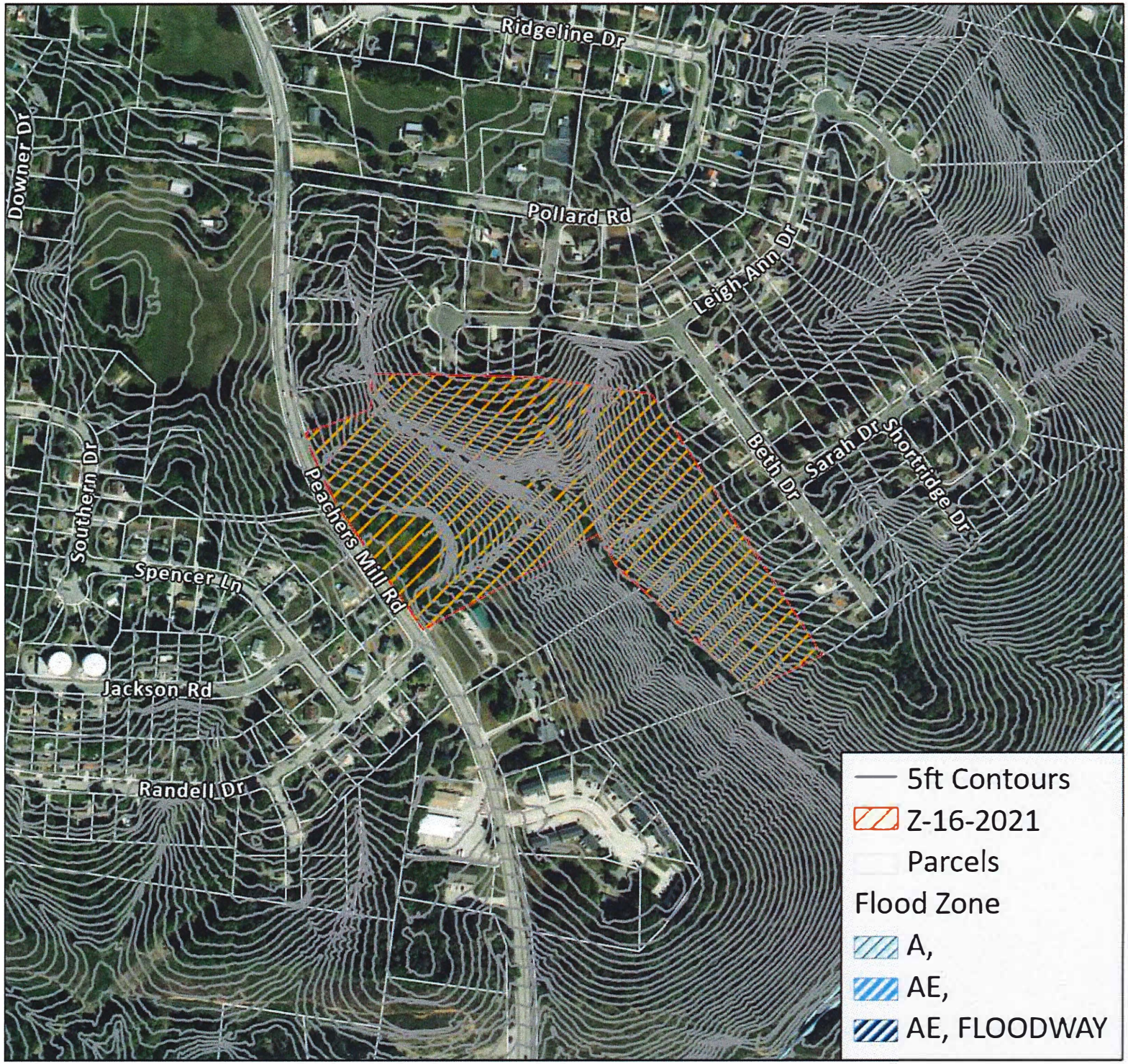
MAP & PARCEL
055A A 00500

ACRES +/-
19.43

Scale: 1:10,000

0 500 1,000
Feet

2/23/2021



Z-16-2021

APPLICANT:
KOLBE HOMES LLC

REQUEST:
R-2D
TO
R-4

MAP & PARCEL
055A A 00500

ACRES +/-
19.43

Scale: 1:5,000

N

0 250 500
Feet

2/23/2021

CASE NUMBER: Z 16 2021 **MEETING DATE** 3/23/2021

APPLICANT: Kolbe Homes L L C Robert Kolbe

PRESENT ZONING R-2D **PROPOSED ZONING** R-4

TAX PLAT # 055A **PARCEL** A 005.00

GEN. LOCATION Property fronting on the east frontage of Peachers Mill Rd. 355+/- feet north of the Peachers Mill Rd. & Randell Dr. intersection & located at the western southern

****

PUBLIC COMMENTS

None received as of 10:00 A.M. on 3/23/2021 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

RPC MEETING DATE: 3/23/2021 **CASE NUMBER:** Z - 17 - 2021

NAME OF APPLICANT: Black Hawk Land Development
Bert Singletary

AGENT:

GENERAL INFORMATION

TAX PLAT: 018 **PARCEL(S):** 035.11 (P/O)

ACREAGE TO BE REZONED: 4.31

PRESENT ZONING: R-2

PROPOSED ZONING: C-5

EXTENSION OF ZONING CLASSIFICATION: YES

PROPERTY LOCATION: Property fronting on the east frontage of Peachers Mill Rd. east of the Peachers Mill Rd. & Henry Place intersection.

CITY COUNCIL WARD: 5 **COUNTY COMMISSION DISTRICT:** 12 **CIVIL DISTRICT:** 3

DESCRIPTION OF PROPERTY: Cleared land under development.

APPLICANT'S STATEMENT FOR PROPOSED USE: To develop property into commercial uses.

GROWTH PLAN AREA: CITY **PLANNING AREA:** Airport Planning Area

PREVIOUS ZONING HISTORY: Z-42-2006
Z-44-2006
Z-14-2009
Z-5-2015

S-16-2015
S-34-2020

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

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ 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.
- ☐ 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 sewer system upgrades.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT: Traffic assessment required. Access off of new road per access ordinance. Will review at site plan.

3. DRAINAGE COMMENTS: Comments received from department and they had no concerns.

4. CDE/CEMC: No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.: Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE: Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT: Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

ELEMENTARY: WEST CREEK
MIDDLE SCHOOL: WEST CREEK
HIGH SCHOOL: WEST CREEK

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

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

INFRASTRUCTURE:

WATER SOURCE: CITY **SEWER SOURCE:** CITY

STREET/ROAD ACCESSIBILITY: Peachers Mill Rd.

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

POPULATION:

APPLICABLE LAND USE PLAN

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

STAFF RECOMMENDATION: APPROVAL

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The C-5 Highway & Arterial Commercial district request is an extension of the C-5 zoning district to the north.
3. The request is at a location of a future roadway intersection.
4. Adequate infrastructure serves the site & no adverse environmental issues have been identified relative to this request.
5.



Z-17-2021

APPLICANT:
BLACK HAWK LAND DEVELOPMENT

REQUEST:
R-2
TO
C-5

MAP & PARCEL
018 03511 (P)

ACRES +/-
4.31

Scale: 1:10,000

N

0 500 1,000
Feet

2/23/2021



Z-17-2021

APPLICANT:
BLACK HAWK LAND DEVELOPMENT

REQUEST:
R-2
TO
C-5

MAP & PARCEL
018 03511 (P)

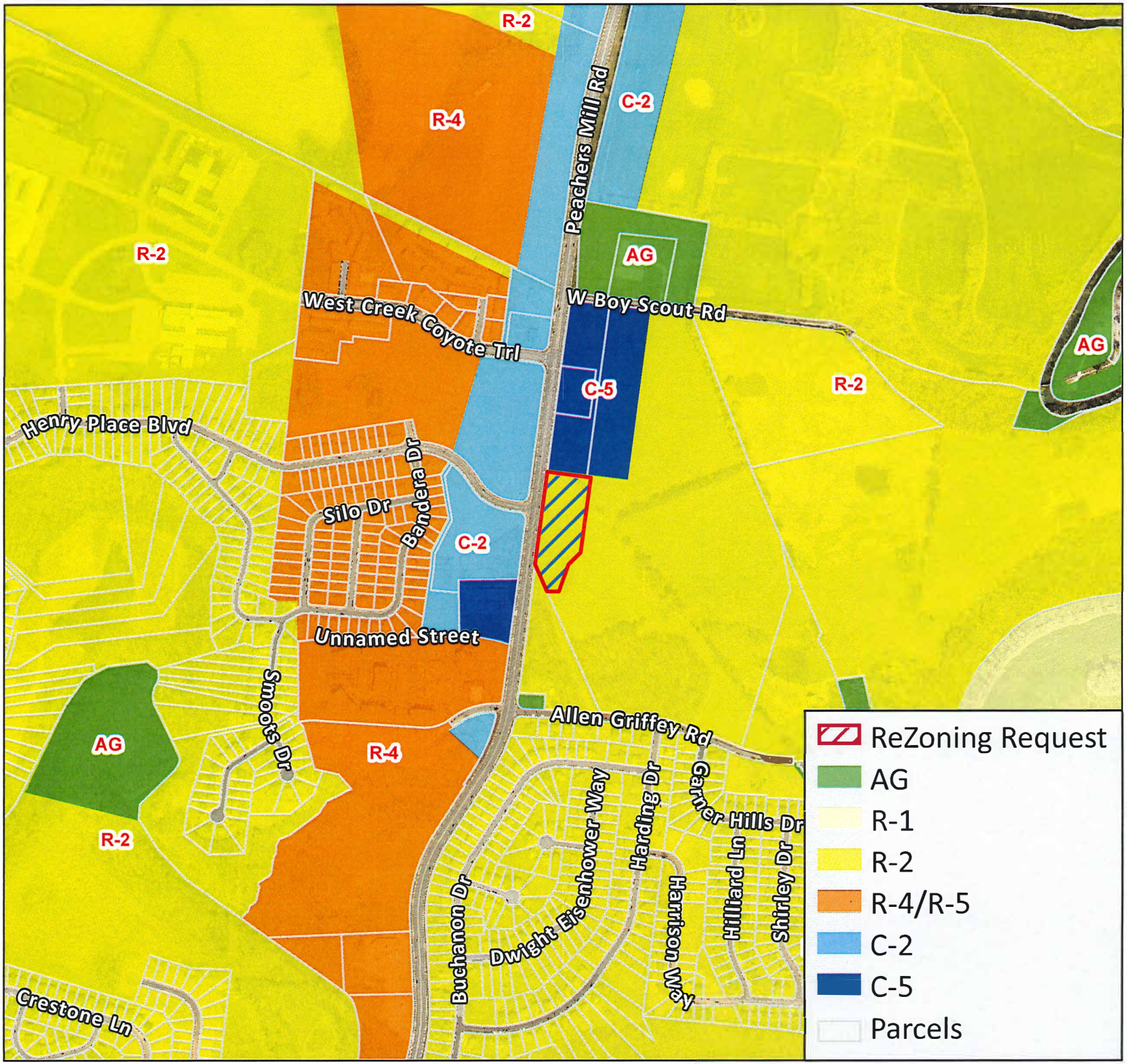
ACRES +/-
4.31

Scale: 1:3,000

N

0 150 300
Feet

2/23/2021



Z-17-2021

APPLICANT:
BLACK HAWK LAND DEVELOPMENT

REQUEST:
R-2
TO
C-5

MAP & PARCEL
018 03511 (P)

ACRES +/-
4.31

Scale: 1:10,000

N

0 500 1,000
Feet

2/23/2021

CASE NUMBER: Z 17 2021 **MEETING DATE** 3/23/2021

APPLICANT: Black Hawk Land Development

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

TAX PLAT # 018 **PARCEL** 035.11 (P/O)

GEN. LOCATION Property fronting on the east frontage of Peachers Mill Rd. east of the Peachers Mill Rd. & Henry Place intersection.

****

PUBLIC COMMENTS

None received as of 10:00 A.M. on 3/23/2021 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

RPC MEETING DATE: 03/23/2021 **CASE NUMBER:** Z - 19 - 2021

NAME OF APPLICANT: Johnathan Blick

AGENT:

GENERAL INFORMATION

TAX PLAT: 055J **PARCEL(S):** A002.00

ACREAGE TO BE REZONED: .37

PRESENT ZONING: M-2

PROPOSED ZONING: R-4

EXTENSION OF ZONING CLASSIFICATION: YES TO THE WEST

PROPERTY LOCATION: Property fronting on the east frontage of N. Ford St. at the southern terminus of N. Ford St.

CITY COUNCIL WARD: 4 **COUNTY COMMISSION DISTRICT:** 13 **CIVIL DISTRICT:** 7

DESCRIPTION OF PROPERTY: A vacant parcel of land with slight slope.

APPLICANT'S STATEMENT FOR PROPOSED USE: Zoned to R-4 to build multi family units similar to ones in the area.

GROWTH PLAN AREA: CITY **PLANNING AREA:** New Providence

PREVIOUS ZONING HISTORY:

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

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ 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.
- ☐ 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. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT: Comments received from department and they had no concerns.

3. DRAINAGE COMMENTS: Comments received from department and they had no concerns.

4. CDE/CEMC: No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.: Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE: Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT: No Comment(s) Received

8. SCHOOL SYSTEM:

ELEMENTARY: BYRNS DARDEN
MIDDLE SCHOOL: KENWOOD
HIGH SCHOOL: KENWOOD

Kenwood Middle School is in the fastest growing region in Montgomery County and is currently 94% capacity. This development could add additional students and require additional infrastructure and funding. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased multi-family density & potential conflict between an established approved adjacent quarry operation.

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: N. Ford Street

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT

	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:		4
POPULATION:		10

APPLICABLE LAND USE PLAN

New Providence Planning Area is made up of a series of mature neighborhoods that center upon US 41A / Ft. Campbell Blvd. with multiple areas of strip commercialization along the arterial corridor.

STAFF RECOMMENDATION: APPROVAL

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The proposed R-4 Multi-Family Residential District is an extension of the established R-4 Multi-Family residential District to the west.
3. The parcel has little to no development potential under the current M-2 General Industrial District classification.
4.
5.



Z-19-2021

APPLICANT:
JOHNATHAN BLICK

REQUEST:
M-2
TO
R-4

MAP & PARCEL
055J A 00200

ACRES +/-
0.37

Scale: 1:5,000

N

0 250 500
Feet

3/23/2021



Z-19-2021

APPLICANT:
JOHNATHAN BLICK

REQUEST:
M-2
TO
R-4

MAP & PARCEL
055J A 00200

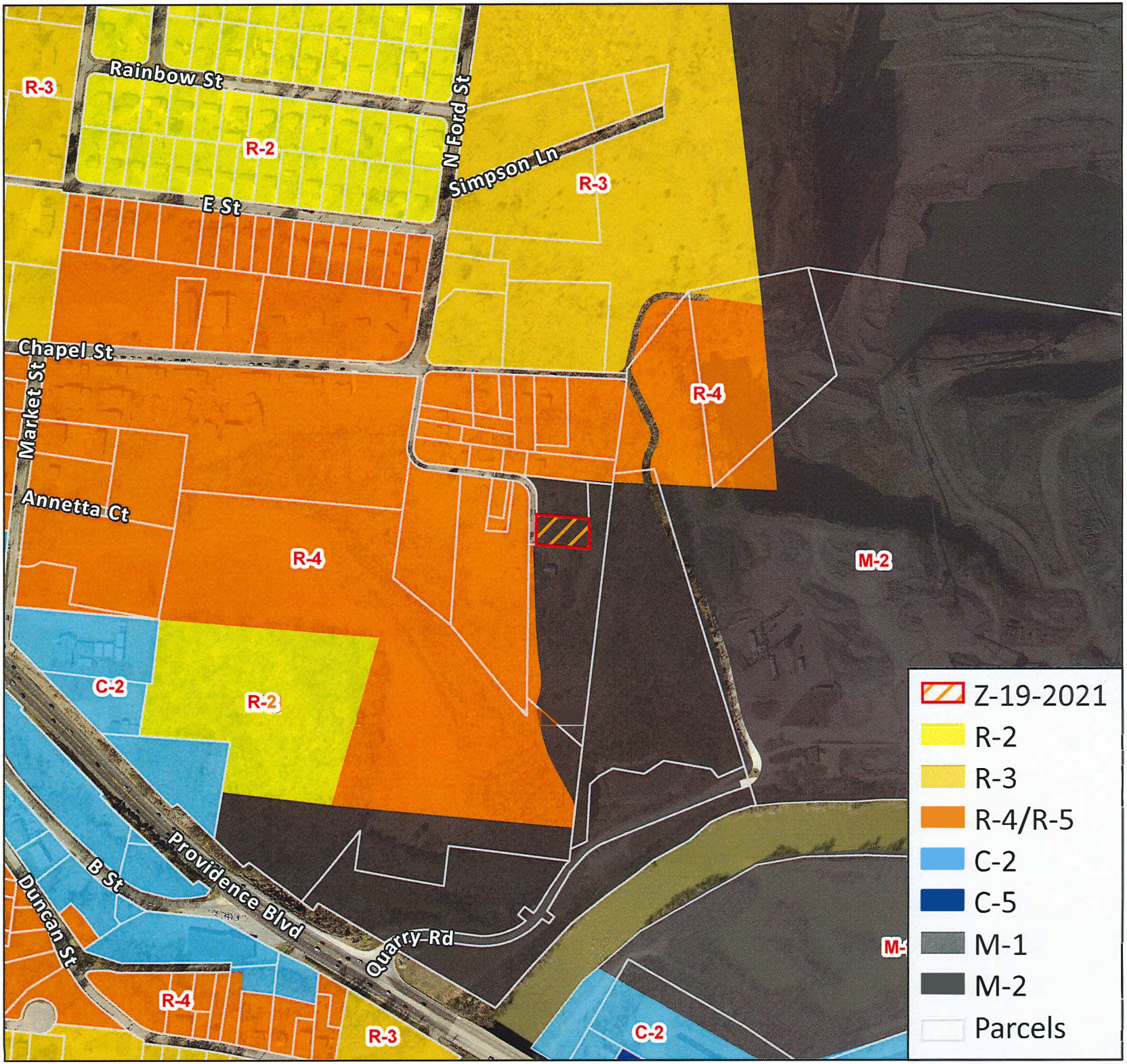
ACRES +/-
0.37

Scale: 1:1,000

N

0 40 80
Feet

3/23/2021



Z-19-2021

APPLICANT:
JOHNATHAN BLICK

REQUEST:
M-2
TO
R-4

MAP & PARCEL
055J A 00200

ACRES +/-
0.37

Scale: 1:5,000

0 250 500
Feet

3/23/2021

CASE NUMBER: Z 19 2021 **MEETING DATE** 03/23/2021

APPLICANT: Johnathan Blick

PRESENT ZONING M-2 **PROPOSED ZONING** R-4

TAX PLAT # 055J **PARCEL** A002.00

GEN. LOCATION Property fronting on the east frontage of N. Ford St. at the southern terminus of N. Ford St.

****

PUBLIC COMMENTS

None received as of 10:00 A.M. on 3/23/2021 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

RPC MEETING DATE: 03/23/2021 **CASE NUMBER:** Z - 20 - 2021

NAME OF APPLICANT: Cumberland Radio Partnership Inc

AGENT: Chris Blackwell

GENERAL INFORMATION

TAX PLAT: 079C **PARCEL(S):** C 043.00

ACREAGE TO BE REZONED: 4.07 +/-

PRESENT ZONING: R-3

PROPOSED ZONING: R-4

EXTENSION OF ZONING CLASSIFICATION: YES TO THE EAST

PROPERTY LOCATION: Property fronting on the east frontage of Martin St., 1,470 +/- feet south of the Crossland Ave. & Martin St. intersection.

CITY COUNCIL WARD: 6 **COUNTY COMMISSION DISTRICT:** 5 **CIVIL DISTRICT:** 12

DESCRIPTION OF PROPERTY: Site of a radio station opereration & radio tower.

APPLICANT'S STATEMENT FOR PROPOSED USE: Extension of existing R-4 zoning for more dense multifamily infill development.

GROWTH PLAN AREA: CITY **PLANNING AREA:** South Clarksville

PREVIOUS ZONING HISTORY:

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

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ 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.
- ☐ 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: Will require water and sewer service upgrades.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT: Traffic Assessment required (Submitted)

3. DRAINAGE COMMENTS: Comments received from department and they had no concerns.

4. CDE/CEMC: No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.: Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE: Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT: No Comment(s) Received

8. SCHOOL SYSTEM:

ELEMENTARY: NORMAN SMITH
MIDDLE SCHOOL: ROSSVIEW
HIGH SCHOOL: ROSSVIEW

Rossview Middle & Rossview High are in the 2nd fastest growing region in Mont. County. Rossview Middle is at 118% capacity and currently has 11 portable classrooms, Rossview High is at 113% capacity and currently has 8 portables. There are over 1,000 lots already approved in this region. This continued student growth necessitates additional action to address building capacity growth and school bus transportation needs in Mont. County. This development could contribute add additional students & require additional infrastructure & funding. This will also increase traffic volume on Rossview Rd. Current school boundaries are subject to adjustments in order to achieve optimal capacity utilization throughout the District.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased multi-family residential density.

INFRASTRUCTURE:

WATER SOURCE: CITY **SEWER SOURCE:** CITY

STREET/ROAD ACCESSIBILITY: Martin St.

DRAINAGE COMMENTS:

RESIDENTIAL DEVELOPMENT	APPLICANT'S ESTIMATES	HISTORICAL ESTIMATES
LOTS/UNITS:		48
POPULATION:		129

APPLICABLE LAND USE PLAN

South Clarksville Planning Area - South Clarksville is dominated by residential development but is ringed by commercial and light industrial uses. It is near the core of the city and has a well developed transportation network for destinations within its boundaries and other areas of the city. Sufficient infrastructure to support high density development.

STAFF RECOMMENDATION: APPROVAL

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. The proposed R-4 Multi-Family Residential District is an extension of the established R-4 Multi-Family residential District to the north & east.
3. The proposed request is not out of character with the multi-family uses in the surrounding area.
4. No environmental issues have been identified relative to this request.
5.



Z-20-2021

APPLICANT:
CUMBERLAND RADIO

REQUEST:
R-3
TO
R-4

MAP & PARCEL
0079C C 04300

ACRES +/-
4.06

Scale: 1:5,000

0 250 500
Feet

3/23/2021



Z-20-2021

APPLICANT:
CUMBERLAND RADIO

REQUEST:
R-3
TO
R-4

MAP & PARCEL
0079C C 04300

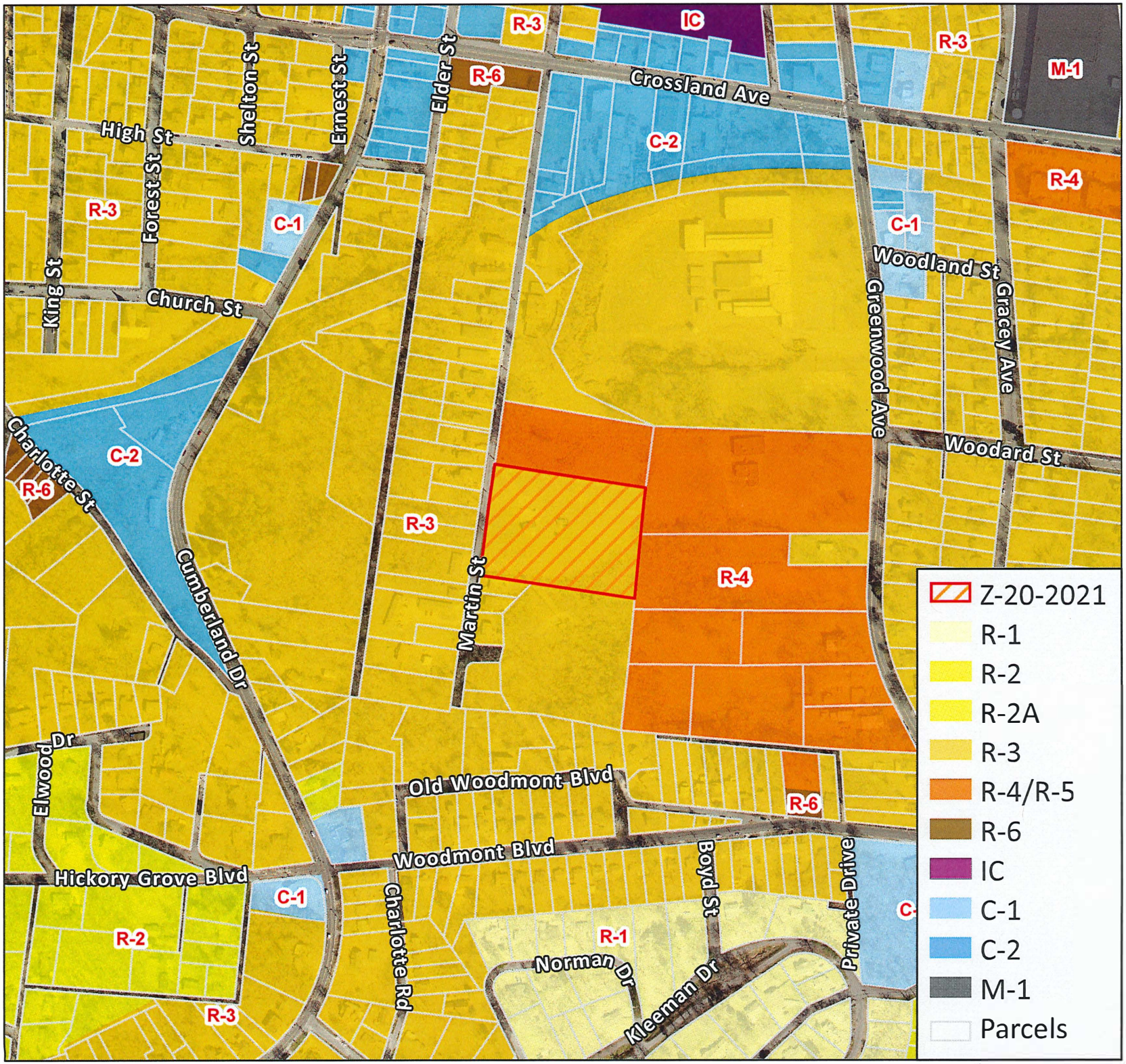
ACRES +/-
4.06

Scale: 1:2,000

N

0 100 200
Feet

3/23/2021



Z-20-2021

APPLICANT:
CUMBERLAND RADIO

REQUEST:
R-3
TO
R-4

MAP & PARCEL
0079C C 04300

ACRES +/-
4.06

Scale: 1:5,000

N

0 250 500
Feet

3/23/2021

CASE NUMBER: Z 20 2021 **MEETING DATE** 03/23/2021

APPLICANT: Cumberland Radio Partnership Inc

PRESENT ZONING R-3 **PROPOSED ZONING** R-4

TAX PLAT # 079C **PARCEL** C 043.00

GEN. LOCATION Property fronting on the east frontage of Martin St., 1,470 +/- feet south of the Crossland Ave. & Martin St. intersection.

****

PUBLIC COMMENTS

None received as of 10:00 A.M. on 3/23/2021 (A.L.)

ORDINANCE 84-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF REDA HOME BUILDERS, INC. REDA HOME BUILDERS, INC-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF TWIN RIVERS ROAD AND NOLEN 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-1 Single Family Residential District, as R-4 Multiple Family Residential District.

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

EXHIBIT A

Beginning at an existing capped iron pin located in the south right of way of Nolen Road, said iron pin being 27,4 ft from the centerline of the said Nolen Road, and being approximately 1,288 feet southwest of the intersection of Old Trenton Road, and corner to Campus Crest of Clarksville, LLS (V1358/482), being the point of beginning. Thence leaving Nolen Road with Campus Crest, South 6 degrees 38 minutes 5 seconds West 553.16 feet to an existing iron pin on the bluff in the line of Greenfield (V948/1432) and a corner to Steve Meadows (1/6511760); thence with Meadows, South 81 degrees 48 minutes 40 Seconds West 267.77 feet to an existing iron pin; thence North 16 degrees 28 minutes 46 seconds West 118.41 feet to an existing capped iron pin, corner to Sutton (V1364/2353); thence with Sutton, North 16 degrees 25 minutes 09 seconds West 294.02 feet to an existing iron pin set in concrete, lying 21.4 feet in a southerly direction from the centerline of Nolen Road; thence along the south right of way line of Nolen Road, North 66 degrees 41 minutes 25 seconds East 485,26 feet to the point of beginning, and containing 3.92 +/- acres (Tax Map 055 Parcel 033.00)

ORDINANCE 85-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF REDA HOME BUILDERS, INC., REDA HOME BUILDERS, INC-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE EASTERN TERMINUS OF THE SOUTHERN CIRCLE HILL DRIVE RIGHT-OF-WAY AND AT THE NORTH FRONTAGE OF CAVE SPRINGS 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-1 Single Family Residential District, as R-6 Single Family Residential District.

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

EXHIBIT A

Beginning at an existing pipe in the north right-of-way line of Cave Springs Road, 15 feet from the centerline of Cave Springs Road, said pin also being located North 58 Degrees 25 Minutes 48 Seconds East 502.24 feet from the centerline intersection of Danko Road and Cave Springs Road; thence leaving said right-of-way line along the Michelle Caravalho Property (recorded in volume 1950, page 2496) North 22 Degrees 44 Minutes 31 Seconds West 226.72 feet to an old iron pin; thence along the Jack Fain Property (recorded in volume 432, page 11) for the next two calls as follows: North 50 Degrees 19 Minutes 52 Seconds East 61.71 feet to an old iron pin; thence North 24 Degrees 47 Minutes 16 Seconds West 211.62 feet crossing the terminus of Circle Hill Drive to a new iron pin; thence along the Helen Stanfill Property (recorded in volume 1762, page 807) North 39 Degrees 55 Minutes 01 Seconds East 72.75 feet to a new iron pin; thence along the Jeffrey Stanfill Property (recorded in volume 1310, page 298) North 36 Degrees 24 Minutes 16 Seconds East 115.31 feet crossing Circle Hill Drive to a new iron pin; thence along a new division line with a 8.57 acre new tract South 47 Degrees 28 Minutes 46 Seconds East 187.52 feet to a new iron pin; thence along the Robert Darnell Property (recorded in volume 577, page 2136) South 47 Degrees 28 Minutes 55 Seconds East 225.00 feet to a new iron pin, said iron pin being in the north right-of-way line of Cave Springs Road, 15 feet from the centerline of Cave Springs Road; thence along said

right-of-way line for the next four calls as follows: South 41 Degrees 03 Minutes 24 Seconds West 81.55 feet to a new iron pin; thence South 40 Degrees 35 Minutes 03 Seconds West 133.64 feet to a new iron pin; thence with a curve turning to the right with an arc length of 189.14 feet, with a radius of 1225.00 feet, with a chord bearing of South 45 Degrees 00 Minutes 27 Seconds West, with a chord length of 188.96 feet, to a new iron pin; thence South 49 Degrees 25 Minutes 51 Seconds West 21.27 feet to the point of beginning containing an area of 2.85 acres as surveyed by Ben R. Weakley, RLS 1457 of Weakley Brothers Engineering on November 5, 2020, Job Number 20-888. This property is subject to an encroached driveway from Circle Hill Drive to the J. Stanfill property

ORDINANCE 86-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF ESTATE OF FRANK WOOTEN, LINDA ROBERTS, EXECUTOR, CODY DAHL-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF REYNOLDS STREET AND CEDAR 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 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 a point 32+/- feet northeast of the centerline of the Reynolds St. & Cedar St. intersection, said point being the northeast corner of the Reynolds St. & Cedar St. right of way margin, thence in a northerly direction 155 +/- feet with the eastern right of way margin of Reynolds St. to a point, said point being the southwest corner of the Milan Holdings, LLC property, thence in a easterly direction 80 +/- feet with the southern property boundary of the Milan Holdings, LLC property to a point, said point being the northwest corner of the Tatyana S. Collins property, thence in a southerly direction with the Tatyana S. Collins western boundary 155 +/- feet, to a point, said point being the southwest corner of the Tatyana S. Collin and also located in the northern right of way margin of Cedar St., thence in a westerly direction 80 +/- feet with the northern right of way margin of Cedar St. to the point of beginning, said herein described tract containing 0.28 +/- acre.

ORDINANCE 87-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF KOLBE HOMES, LLC, ROBERT KOLBE, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF PEACHERS MILL ROAD AND RANDELL DRIVE AND AT THE WESTERN-SOUTHERN TERMINUS OF LEIGH ANN 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 R-2D Two Family Residential District, as R-4 Multiple Family Residential District.

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

EXHIBIT A

LAND SITUATED IN MONTGOMERY COUNTY, TN, BEGINNING AT A PIPE IN THE EAST RIGHT OF WAY LINE OF PEACHERS MILL ROAD, SAID PIPE BEING A NORTHWEST CORNER OF A TRACK OF REAL ESTATE, THENCE NORTH 67 DEGREES 37 MINUTES 11 SECONDS EAST 249,49 FEET TO AN IRON PIN; THENCE NORTH 2 DEGREES 13 MINUTES 46 SECONDS WEST 86,00 FEET TO AN EXISTING IRON PIN; THENCE NORTH O DEGREES 08 MINUTES 50 SECONDS EAST 19.90 FEET TO AN IRON PIN IN THE SOUTH LINE OF LOT 20 OF GARLAND HILLS SECTIONS B AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 12, PAGE 171, PLAT 171, RACK 699A OF SAID REGISTER'S OFFICE; THENCE WITH THE SOUTH LINE OF SAID LOTS SOUTH 88 DEGREES 06 MINUTES 40 SECONDS EAST 503,90 FEET TO AN IRON PIN, BEING THE SOUTHWEST CORNER OF LOT 24; THENCE CONTINUING WITH THE SOUTH LINES OF SAID LOTS SOUTH 81 DEGREES 32 MINUTES 40 SECONDS EAST 369.83 FEET TO AN IRON PIN, BEING THE SOUTHWEST CORNER OF LOT 28; THENCE CONTINUING WITH THE WEST LINE OF LOTS IN SECTION B SOUTH 33 DEGREES 15 MINUTES 40 SECONDS EAST 1,008.81 FEET TO AN IRON PIN, BEING IN THE SOUTH LINE OF A TRACT OF REAL ESTATE; THENCE SOUTH 63 DEGREES 30 MINUTES 00 SECONDS WEST 297,50 FEET TO A POST; THENCE NORTH 43 DEGREES 46 MINUTES 15 SECONDS WEST 465.70 FEET TO A POST; THENCE NORTH 41 DEGREES 15 MINUTES 15 SECONDS WEST 190,00 FEET TO A POST; THENCE NORTH 19 DEGREES 29 MINUTES 36 SECONDS WEST 109.29 FEET TO A POST; THENCE SOUTH 55 DEGREES 33 MINUTES 52 SECONDS WEST 619,36 FEET TO AN EXISTING IRON PIN IN THE EAST RIGHT OF WAY LINE OF PEACHERS MILL ROAD; THENCE WITH THE EAST MARGIN OF PEACHERS MILL ROAD NORTH 34 DEGREES 27 MINUTES 03 SECONDS WEST 461.75 FEET TO AN IRON PIN; THENCE NORTH 28 DEGREES 38 MINUTES 37 SECONDS WEST 266,90 FEET TO THE POINT OF BEGINNING AND CONTAINING 19,43 ACRES, MORE OR LESS

ORDINANCE 88-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF BLACK HAWK LAND/BERT SINGLETERY DEVELOPMENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF PEACHERS MILL ROAD AND HENRY PLACE

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-2 Single Family Residential District, as C-5 Highway & Arterial Commercial District.

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

EXHIBIT A

Beginning at a point in the east margin of Peachers Mill Road, said point being 940 feet north of the centerline of Allen Griffey Road; thence along margin of said road North 07 Degrees 25 Minutes 59 Seconds East 616.30 feet to a point; thence leaving margin of said road South 82 Degrees 34 Minutes 01 Seconds East 280.01 feet to a point; thence South 07 Degrees 33 Minutes 21 Seconds West 490.73 feet to a point; thence South 44 Degrees 52 Minutes 33 Seconds West 109.85 feet to a point; thence South 19 Degrees 28 Minutes 08 Seconds West 183.50 feet to a point; thence South 89 Degrees 26 Minutes 50 Seconds West 82.69 feet to a point; thence North 23 Degrees 39 Minutes 24 Seconds West 178.19 feet to the point of beginning containing an area of 0.89 acres.

ORDINANCE 89-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF JOHNATHAN BLICK FOR ZONE CHANGE ON PROPERTY LOCATED ON THE EAST FRONTAGE OF N. FORD STREET AT THE SOUTHERN TERMINUS OF N. FORD 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 M-2 General Industrial District, as R-4 Multiple Family Residential District.

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

EXHIBIT A

REALTY IS DESCRIBED ACCORDING TO SURVEY OF WILLIAM N. YOUNG, DATED 2 SEPTEMBER 1976, AS BEGINNING WITH AN IRON PIN IN THE EASTERN MARGIN OF FORD STREET, SAID POINT OF BEGINNING BEING 754 FEET SOUTH OF CHAPEL STREET AS MEASURED ALONG THE MARGIN OF SAID FORD STREET, RUNS THENCE WITH THE MARGIN OF SAID FORD STREET SOUTH 9 DEGREES 30 MINUTES EAST (DEED CALLS FOR 107 FEET) 105 FEET TO AN IRON PIN, THENCE LEAVING SAID RIGHT OF WAY SOUTH 86 DEGREES 46 MINUTES EAST (DEED CALLS SOUTH 84 DEGREES EAST) 157 FEET TO AN IRON PIN; THENCE NORTH 9 DEGREES 30 MINUTES WEST (DEED CALLS FOR 107 FEET) FOR 105 FEET TO AN IRON PIN THENCE NORTH 86 DEGREES 46 MINUTES WEST (DEED CALLS NORTH 87 DEGREES WEST) 157 FEET TO THE POINT OF BEGINNING.

ORDINANCE 90-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF CUMBERLAND RADIO PARTNERSHIP, INC., CHRIS BLACKWELL CONSTRUCTION-AGENT, FOR ZONE CHANGE ON PROPERTY ON THE EAST FRONTAGE OF MARTIN STREET SOUTH OF CROSSLAND AVENUE

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-4 Multiple Family Residential District.

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

EXHIBIT A

Beginning at a point, said point being the northwestern corner of the Wallace Reed Properties as recorded in Vol. 1165, page 1791 ROMCT, said pin being N 10° 14' E for a distance of 431 feet from northern property line of the Robert Armistead property as recorded in Vol. 1792, page 1497 ROMCT, said point also being the eastern right of way of Martin Street, said point also being the southwestern corner of the herein described parcel; Thence, leaving said Wallace Reed property and along said Martin Street, N 07° 20' 47" E for a distance of 239.63 feet to a point on a line; Thence, continuing along said Martin Street, N 08° 14' 24" E for a distance of 120.39 feet to a point, said point being the southern property line of the Centerstone Community Mental Health property as described in ORV 399, page 1656, said point also being the northwestern corner of the herein described parcel; Thence, leaving said Martin Street and along said Centerstone Community Mental Health property for the next 3 calls, S 81° 01' 48" E for a distance of 488.71 feet to a point on a line;
Thence, S 07° 34' 57" W for a distance of 43.33 feet to a point on a line; Thence, S 05° 26' 43" W a distance of 106.95 feet to a point on a line, said point being the north west corner of the Patrick Cook property as described in ORV 2053, page 743; Thence, leaving said Centerstone Community Mental Health property and along said Patrick Cook property, S 05° 26' 42" W for a distance of 206.92 feet to a point on a line, said point being the northern property line of the Pinnacle Towers Inc. property as described in ORV 677, page 2227, said point also being the south east corner of the herein described parcel; Thence, along said Pinnacle Towers Inc. property, N 81° 24' 39" W a distance of 331.97 feet to the north east corner of the said Wallace Reed property; Thence, leaving said Pinnacle Towers Inc. property and along said Wallace Reed property, N 81° 24' 38" W for a distance of 168.78 feet to the point of beginning, said parcel containing 177,230 Square Feet or 4.07 Acres, more or less.

ORDINANCE 73-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, PART II (CODE OF ORDINANCES); TITLE 1 (ADMINISTRATION, OFFICERS, AND PERSONNEL), CHAPTER 2 (CITY COUNCIL), SECTION 1-205 PERTAINING TO STANDING COMMITTEES

WHEREAS, the City Charter provides at Article IV. Mayor; Power and Duties Generally, Section 1, sub-section (g) as follows:

> (g) The Mayor shall have the power to appoint all standing committees as he may deem necessary. He shall have the right to change the committee members as he may deem advisable; and

WHEREAS, the City Code provides in pertinent part at Section 1-205(1) as follows:

> Section 1-205. Standing committees.
> (1) Composition and appointment. Standing committees of the city council, each composed of not more than five (5) council members, shall be designated by the mayor and shall include such duties and responsibilities as the mayor may from time to time prescribe and as the welfare of the community may require. The mayor will give each council member an opportunity to serve on at least two (2) standing committees; and

WHEREAS, the City Council finds that the best interests of the City would best be served by having all City Council standing committees that are established by a City mayor to have not more than, and not less than, five (5) City Council members.

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

(1) That the City Code, Title 1 (ADMINISTRATION, OFFICERS, AND PERSONNEL), Chapter 2 (CITY COUNCIL), Section 1-205 (Standing committees), subsection (1) (*Composition and appointment*), is amended by deleting subsection (1) entirely and substituting therefore the following:

> **Section 1-205. Standing Committees.**
> (1) *Composition and appointment*. Standing committees of the city council, each to be composed of not more than, and not less than, five (5) council members, shall be designated by the mayor and shall include such duties and responsibilities as the mayor may from time to time prescribe and as the welfare of the community may require. The mayor will give each council member an opportunity to serve on at least two (2) standing committees.
>
> (2) *Chairperson.* The mayor shall name the chairperson of each standing committee and may from time to time combine two (2) or more standing committees under a joint or one chairperson when the mayor deems it necessary or appropriate for specific projects.

FIRST READING: March 4, 2021, Amended
SECOND READING: *Scheduled for April 1, 2021*
EFFECTIVE DATE:

ORDINANCE 73-2020-21 SMITH AMENDMENT #3

Motion: Amend Sec. 1-205 by adding language in red:

Section 1-205 – Standing committees.

(1) Composition and appointment. Standing committees of the City Council, each composed of not more than five (5) council members, shall be designated by the mayor, and shall include such duties and responsibilities as the mayor may from time to time prescribe and as the welfare of the community may require. **All standing committee appointments shall be diverse and inclusive based on the councilpersons elected to serve in office.** The mayor will give each council member an opportunity to serve on at least two (2) standing committees.

ORDINANCE 75-2020-21

AN ORDINANCE AMENDING THE FY2021 HOUSING AND COMMUNITY DEVELOPMENT BUDGET (ORDINANCE 87-2019-20) AUTHORIZING THE CITY OF CLARKSVILLE TO CREATE A PROJECT OF $16,250 TO INCLUDE THE 2021 COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY THDA GRANT

WHEREAS, the Housing and Community Development office of the City of Clarksville has been awarded funding from THDA, and;

WHEREAS, the grant period is to be effective from April 27, 2020 to December 31, 2020.

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

That the following projects be created within the ESG (Emergency Solutions Grant) Fund:

82463003 4810 YPK20	Subrecipient: YAIPak's 2020	Increase: $8,600
82463003 4810 R4120	Subrecipient: Right For One 2020	Increase: $7,650

BE IT FURTHER ORDAINED:

That the following ESG be budgeted:

8246300 33150	Grant Revenue	Increase: $16,250

FIRST READING: March 4, 2021
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 76-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF OSCAR LEE HEARN, ERIC HUNEYCUTT-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED SOUTH OF CROSSLAND AVENUE, EAST OF BRADLEY STREET, AND NORTH AND SOUTH OF WEST HIGH 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 M-1 Light Industrial District and R-3 Three Family Residential District, as C-2 General Commercial District.

PUBLIC HEARING: March 4, 2021
FIRST READING: March 4, 2021
SECOND READING: *Scheduled for April 1, 2021*
EFFECTIVE DATE:

EXHIBIT A

TRACT I Beginning at a point, said point being the north right of way of West High Street, said point being N 72° 6' E for a distance of 49 feet from the centerline intersection of West High Street and Bradley Street, said point also being the southwestern corner of the herein described parcel; Thence, along said West High Street along a curve, said curve turning to the right, having a radius of 25.08 feet, and whose long chord bears N 41° 48' 33" W for a distance of 32.36 feet to a point of intersection with a non-tangential line; Thence, leaving said West High Street and along said Bradley Street right of way for the next two (2) calls, N 01° 29' 06" W for a distance of 30.37 feet to the beginning of a non-tangential curve; Thence, said curve turning to the right, having a radius of 25.31 feet, and whose long chord bears N 39° 52' 09" E for a distance of 33.03 feet to a point of intersection with a non-tangential line, said point being the north west corner of the herein described parcel; Thence, leaving said Bradley Street right of way and along Crossland Avenue right of way, N 81° 13' 11" E for a distance of 220.67 feet to a point on a line, said point being the north west corner of the Syd Hedrick property as described in Deed Book K, page 229, said point also being the north east corner of the herein described parcel; Thence, leaving said Crossland Avenue and along said Syd Hedrick property, S 01° 12' 43" E for a distance of 143.93 feet to a point on a line, said point being the northern right of way of said West High Street, said point being the south east corner of the herein described parcel; Thence, leaving said Syd Hedrick property and along said West High Street, N 82° 08' 05" W for a distance of 222.04 feet to the point of beginning, said parcel containing 25,951 Square Feet or 0.60 Acres, more or less.

TRACT II Beginning at a point, said point being the south right of way of West High Street, said point being S 64° 41' E for a distance of 62 feet from the centerline intersection of West High Street and Bradley Street, said point also being the northwestern corner of the herein described parcel; Thence, along said West High Street right of way, S 82° 08' 05" E for a distance of 214.80 feet to a point on a line, said point being the north west corner of the Syd Hedrick property as described in Deed Book K, page 229, said point also being the north east corner of the herein described parcel; Thence, leaving said West High Street and along Syd Hedrick property for the next four (4) calls, S 07° 32' 00" E a distance of 191.51; Thence, along a curve, said curve turning to the left, having a radius of 2102.68 feet, and whose long chord bears S 15° 05' 34" E for a distance of 283.68 feet to a point of intersection with a non-tangential line; Thence, S 19° 51' 51" E for a distance of 52.16 feet to a point on a line; Thence, S 23° 09' 54" E for a distance of 27.47 feet to a point on a line, said point being the north property line of the Brittney Spence property as described in ORV 1750, page 872; Thence, leaving said Syd Hedrick property and along said Brittney Spence property, S 08° 03' 40" W for a distance of 21.75 feet to a point on a line, said point being the northern property line of the HLS2 properties LLC as described in ORV 1642, page 74, said point also being the south east corner of the herein described parcel; Thence, leaving said Brittney Spence property and along said HLS2 properties LLC property, N 61° 14' 30" W for a distance of 124.97 feet to a point on a line, said point being the north east property line of the Marina Properties as described in ORV 1654, page 210; Thence, leaving said HLS2 properties LLC and a long said Marina Properties, N 80° 32' 41" W for a distance of 56.00 feet to a point on a line, said point being the south east corner of the Billy Joe Black property as described in ORV 703, page 1241; Thence, leaving said Marina Properties and along said Billy Joe Black property for the next two (2) calls, N 16° 26' 16" E for a distance of 185.63 feet to a point on a line; Thence, N 71° 33' 18" W for a distance of 260.71 feet to a point on a line, said point being the eastern right of way of said Bradley Street; Thence, leaving said Billy Joe Black property and along said Bradley Street right of way for the next two (2) calls, N 01° 29' 04" W for a distance of 233.80 feet to the beginning of a curve; Said curve turning to the right, having a radius of 25 feet, and whose long chord bears N 48° 11' 28" E for a distance of 38.12 feet to the point of beginning, said parcel containing 95,722 Square Feet or 2.20 Acres, more or less.

ORDINANCE 77-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF LUKE BAGGETT, SYD HEDRICK-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF BEECHWOOD DRIVE AND BEECH 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 R-1 Single Family Residential District, as R-2 Single Family Residential District.

PUBLIC HEARING: March 4, 2021
FIRST READING: March 4, 2021
SECOND READING: *Scheduled for April 1, 2021*
EFFECTIVE DATE:

EXHIBIT A

Being parts of Lots 27 and 28 of Beechwood Addition according to a plat of record in Plat Book 2, Plat 80, Page 87, Register's Office Montgomery County, Tennessee, and being further described as beginning at a post in the general northeastern right-of-way of Beech Street in the City of Clarksville said point of beginning the northwestern corner of the within described property and the northwestern corner of property conveyed to I. J. Britt and wife by deed of record in Deed Book 111, Page 661, Register's Office aforesaid, and running from said point of beginning North 86 degrees 30 minutes east 255 feet to an iron pin; thence in a new direction south 4 degrees east and passing an iron pin at 70 feet to another iron pin at a total distance of 140 feet on this bearing; thence in a new direction south 86 degrees 30 minutes west 145 feet to an iron pin in the general northeastern right-of-way of Beech Street; thence in a new direction with said general northeastern right-of-way north 41 degrees 30 minutes west 176 feet to the point of beginning, said herein described tract containing 0.66 +/- acres

ORDINANCE 79-2020-21

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2021 FOR GOVERNMENTAL FUNDS (ORDINANCE 39-2020-21) TO INCREASE THE CAPITAL PROJECT BUDGET FOR REGIONAL RECREATIONAL CENTER

WHEREAS, Article VII, Section 3 of the official charter of the City of Clarksville provides for the approval and adoption of a budget; and

WHEREAS, Article VII, Section 3 of the official charter of the City of Clarksville provides for the ability to amend the adopted budget by ordinance by the City Council at any time during the fiscal year by vote of a majority of the City Council on two (2) separate readings; and

WHEREAS, The City Council further believes it is in the best interest to allocate an additional $1 million to the North Clarksville Recreation Center to acquire up to an additional 10 acres, develop site plans, and rec center/athletic field renderings (Capital Project – Regional Community Center); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:
That the following Amendment be made:

Capital Projects Fund

40450003-4450-19505 Regional Community Center Increase $1,000,000

BE IT FURTHER ORDAINED that the funding will be provided through new debt issuance.

FIRST READING: March 4, 2021
SECOND READING:
EFFECTIVE DATE:

CLARKSVILLE CITY COUNCIL
REGULAR SESSION
MARCH 4, 2021

MINUTES

PUBLIC COMMENTS

Prior to the meeting, Jennifer Jerkins and Helon Long encouraged approval of August 8, Emancipation Day, as an official City holiday; Michael Ritter asked the Council to retain regulations regarding short term rentals; Ryan Bowie and David Shelton criticized Councilperson Vondell Richmond for his comments made during the March 4, 2021 regular session while discussing the Roxy Regional Theater with regard to equality and inclusion; Nick Nicholson thanked the City Council for supporting the preservation of Mt. Olive Cemetery.

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Joe Pitts on Thursday, March 4, 2021, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

This meeting was conducted in person, via Google Meets, and live streamed on cityofclarksville.com.

A prayer was offered by Councilperson Richard Garrett; the Pledge of Allegiance was led by Councilperson Wanda Allen.

ATTENDANCE

IN PERSON: Richard Garrett, Mayor Pro Tem (Ward 1), Vondell Richmond (Ward 2), DaJuan Little (Ward 3), Wallace Redd (Ward 4), Jason Knight (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), Wanda Allen (Ward 8), Karen Reynolds (Ward 9), Stacey Streetman (Ward 10), Ashlee Evans (Ward 11), Trisha Butler (Ward 12)

APPROVAL OF ELECTRONIC MEETING

"In order to comply with the technical aspects of the Governor's Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak."

Councilperson Smith made a motion to approve the electronic meeting. The motion was seconded by Councilperson Knight. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to approve the electronic meeting unanimously passed.

SPECIAL PRESENTATIONS

Councilperson Allen introduced students from the Northwest High School Health Science Academy who shared their vision for transforming Sidney Brown Park into an inclusive facility.

Councilperson Knight thanked City Clerk Sylvia Skinner and City Attorney Lance Baker for their support.

ZONING PUBLIC HEARING

Councilperson Garrett made a motion to conduct a public hearing to receive comments regarding applications for zone change. The motion was seconded by Councilperson Holleman. There was no objection.

ORDINANCE 76-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Oscar Lee Hearn, Eric Huneycutt-Agent, for zone change on property located south of Crossland Avenue, east of Bradley Street, and north and south of West High Street from M-1 Light Industrial District and R-3 Three Family Residential District to C-2 General Commercial District

Kayla Goad LeVan spoke on behalf of the application stating the C-2 zoning would be the most appropriate classification for this property. No one requested to speak in opposition to this request.

ORDINANCE 77-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Luke Baggett, Syd Hedrick- Agent, for zone change on property located at the intersection of Beechwood Drive and Beech Drive from R-1 Single Family Residential District to R-2 Single Family Residential District

Syd Hedrick, Agent, said the owner wished to develop this property to be used for its original intent. He said previously two lots had been joined into one parcel for tax purposes and said one single family home would be constructed on each of the two lots. In response to Councilperson Smith's question regarding the narrow road, Mr. Hedrick noted the developer was not responsible for road improvements. No one requested to speak in opposition to this request.

Councilperson Garrett made a motion to revert to regular session. The motion was seconded by Councilperson Holleman. There was no objection.

ADOPTION OF ZONING

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 76-2020-21**. Councilperson Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilperson Reynolds. Councilperson Allen called for the question. The question was seconded by Councilperson Evans. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion unanimously passed. The following vote on the main motion was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to adopt this ordinance on first reading unanimously passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 77-2020-21**. Councilperson Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilperson Reynolds. Councilperson Smith expressed concern for additional traffic on the narrow road leading to this property. Councilperson Richmond said the road was the City's responsibility. Councilperson Garrett said two homes would not adversely affect traffic. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Richmond, Streetman

NAY: Reynolds, Smith

The motion to adopt this ordinance on first reading passed.

ORDINANCE 61-2020-21 (Second Reading) Amending the Zoning Ordinance pertaining to bulk regulations, building setbacks, minimum frontage requirements, and other minor updates

Councilperson Garrett made a motion to adopt this ordinance on second reading. The motion was seconded by Councilperson Redd.

Councilperson Garrett made a motion to amend this ordinance by adding language recommended by the Regional Planning Commission relative to easements, common access drives, shared driveways, and usable road frontage. The motion was seconded by Councilperson Little.

Councilperson Reynolds expressed concern that since homeowners would be responsible for shared driveway maintenance, a lower grade of materials may be used causing a driveway to degrade quicker. She said this could create a "buyer beware" situation.

Councilperson Redd called for the question. The question was seconded by Councilperson Allen. The following vote was recorded:

AYE: Allen, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

NAY: Butler

The motion to cease discussion on the amendment passed. The following vote on the amendment was recorded:

AYE: Allen, Butler Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Streetman

NAY: Smith

The amendment passed. Councilperson Redd called for the question. The question was seconded by Councilperson Knight. The following vote was recorded:

AYE: Allen, Butler, Garrett, Holleman, Knight, Pitts, Redd, Smith, Streetman

NAY: Evans, Little, Reynolds, Richmond

The motion to crease discussion on the main motion passed. The following vote on the main motion was recorded:

AYE: Butler, Evans, Garrett, Holleman, Knight, Pitts, Redd, Richmond, Streetman

NAY: Allen, Little, Reynolds, Smith

The motion to adopt this ordinance on second reading as amended passed.

REPORT OF MAYOR'S RPC PROXY APPOINTMENT

Mayor Pittts announced he had appointed Michael Long as his proxy on the Regional Planning Commission; no action was required.

CONSENT AGENDA *City Clerk*

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 63-2020-21** (Second Reading) Amending the Official Code relative to short term rentals *[Removed; see end of New Business]*

2. **ORDINANCE 64-2020-21** (Second Reading) Amending the Official Code designating Juneteenth and Emancipation Day as City holidays *[Remove; see end of New Business]*

3. **ORDINANCE 65-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mark A. Davis, Shannon or William Wilford-Agent, for zone change on property located at the intersection of Old Trenton Road and Wilma Rudolph Boulevard from M-2 General Industrial District to C-2 General Commercial District

4. **ORDINANCE 66-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Richard Collins, Richard Garrett-Agent, for zone change on property located at the intersection of Columbia Street and Batts Lane from RM-1 Single Family Mobile Home Residential District to R-4 Multiple Family Residential District

5. **ORDINANCE 67-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Charles Nichols Credit Shelter Trust, James Maynard-Agent, for zone change on property located in the southeast corner of Tobacco Road and Nussbaumer Road from C-1 Neighborhood Commercial District, R-1 Single Family Residential District, and AG Agricultural District to R-1A Single Family Residential District

6. **ORDINANCE 68-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Guerrier Development for zone change on property located at the corner of Blackman Street, Charlotte Street, and Lawn Street from R-3 Three Family Residential District to R-6 Single Family Residential District

7. **ORDINANCE 69-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Lalana Lee and Gordon Lee, Mark Holleman-Agent, for zone change on property located at the intersection of Paradise Hill Road and Highland Circle from R-1 Single Family Residential District to R-6 Single Family Residential District

8. **ORDINANCE 70-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Frank Bryant, Albatross Partners-Agent, for zone change on property located the intersection of Colonial Court and Golf Club Lane from R-3 Three Family Residential District and C-5 Highway and Arterial Commercial District to R-4 Multiple Family Residential District

9. **ORDINANCE 71-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Luke Baggett and Bobby Wall, Syd Hedrick-Agent, for zone change on property located at the intersection of Daniel Street and Central Avenue from R-3 Three Family Residential District to R-6 Single Family Residential District

10. **RESOLUTION 54-2020-21** Approving appointments to the Beer Board

- *Beer Board: John Hunt - April 2021 through March 2023*

11. Adoption of Minutes: February 3, February 4, February 9

Councilperson Streetman requested separate consideration of **ORDINANCE 63-2020-21**. Councilperson Smith requested separate consideration of **ORDINANCE 64-2020-21.** Councilman Holleman made a motion to adopt the Consent Agenda with noted exceptions. The motion was seconded by Councilperson Garrett. Councilperson Garrett announced his abstention on **ORDINANCE 66-2020-21**. Councilperson Redd announced his abstention on **ORDINANCE 68-2020-21**. Councilperson Holleman announced his abstention on **ORDINANCE 69-2020-21**. The following vote was recorded.

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to adopt the Consent Agenda as amended, with noted abstentions, passed.

FINANCE COMMITTEE *Chairperson Stacey Streetman*

ORDINANCE 75-2020-21 (First Reading) Amending the FY21 Housing & Community Development Budget to include the 2021 Community Housing Partnership of Williamson County THDA Grant (Emergency Solutions Grant)

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

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to adopt this ordinance on first reading unanimously passed.

GAS & WATER COMMITTEE *Chairperson Wallace Redd*

Councilperson Redd said the Gas & Water Department continuously worked in shifts to repair leaking water mains throughout the system caused by recent freezing temperatures. During the inclement weather, critical decisions and significant modifications were made to ensure the continuous supply of natural gas to fulfill substantial demands. Councilperson Redd thanked the department for their efforts.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE *Chairperson Wanda Smith*

RESOLUTION 46-2020-21 (Postponed February 4) Requesting an amendment to the Community Development Block Grant 2020-2024 Consolidated Plan for Coronavirus Aid, Relief, and Economic Security (CARES) Act funds

The recommendation of the Housing & Community Development Committee was for approval. Councilperson Smith made a motion to adopt this resolution. The motion was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to adopt this resolution unanimously passed.

RESOLUTION 47-2020-21 (Postponed February 4) Requesting an amendment to the Citizen Participation Plan

The recommendation of the Housing & Community Development Committee was for approval. Councilperson Smith made a motion to adopt this resolution. The motion was seconded by Councilperson Knight. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to adopt this resolution unanimously passed.

No monthly report.

PARKS & RECREATION COMMITTEE *Chairperson Vondell Richmond*

Councilperson Richmond said the committee recently met and discussed the proposed regional recreation center, open positions in the department, and the 2020 annual report. He announced the floors had been refinished and a new HVAC unit had been installed at Freedom Point and fencing had been removed from Edith Pettus Park.

PUBLIC SAFETY COMMITTEE *Chairperson Richard Garrett*

Councilperson Garrett shared the following monthly department statistics: Building & Codes - 2,363 inspections, 84 code enforcement cases, 15 abatement work orders, 146 single family permits, 29 multi family permits, 25 commercial permits; Police - 9,861 calls for service.

Councilperson Garrett reported construction of Police District 3 Precinct was in the final rough-in stage and the department recently hired eight new police officers.

STREETS-GARAGE-TRANSPORTATION COMMITTEE *Chairperson Wanda Smith*

Councilperson Smith shared the following monthly department statistics: Clarksville Transit System - 28,581 passengers including 4,730 senior citizens, 2,017 demand responses; Streets - 113 work orders; Garage - city-wide vehicle expenses of $194,861, requisition submitted for $163,666, 531 work orders, 1,292 work hours, unleaded fuel $1.94/gallon, diesel fuel $1,93/gallon.

Councilperson Smith announced CTS planned to give a presentation on new software on March 9th. She thanked Veronica Williams for her work, as well as the bus crew, van operators, and maintenance team for keeping services available throughout the recent snow and ice event.

Councilperson Smith announced Angie Sikes had been named Riverview Cemetery Caretaker and said the Street Department's spring cleanup would be in effect March 15 through April. She thanked the department staff for keeping the streets safe during the recent winter storm.

DESIGNATIONS COMMITTEE

RESOLUTION 53-2020-21 Approving the official renaming of Mammy Lane to Slattery Lane

The recommendation of the Designations Committee was for approval. Councilperson Evans made a motion to adopt this resolution. The motion was seconded by Councilperson Smith. Councilperson Garrett said some residents do not want their street name changed and made a motion to postpone action on this resolution to the May 2021 regular session. The motion was seconded by Councilperson Smith. The following vote was recorded:

AYE: Butler, Garrett, Holleman, Knight, Little, Redd, Richmond, Smith, Streetman

NAY: Allen, Evans, Pitts, Reynolds

The motion to postpone action on this resolution to the May 2021 regular session passed.

STANDING COMMITTEES

ORDINANCE 73-2020-21 (First Reading) Amending the Official Code relative to membership of standing committees

Councilperson Allen made a motion to adopt this ordinance on first reading. The motion was seconded by Councilperson Smith. Councilperson Allen said committee membership should be diverse. Councilperson Redd said the Mayor should determine the number of members for each committee. Councilperson Smith said committee membership should be inclusive. In response to Councilperson Streetman's question, City Attorney Lance Baker said the Official Charter gives the mayor authority to appoint committees. Councilperson Holleman felt this requirement would add complexity to the process of appointing committees.

Councilperson Smith made a motion to amend this ordinance by adding the following language to City Code Sec. 1-205(1):

All standing committee appointments shall be diverse and inclusive, as to be equal in race and gender, based on the councilpersons elected to serve in office. A council member shall have the authority to choose at least two Standing Committees to serve on, provided that their choice will enhance balance to the committee based on diversity and inclusion.

The motion was seconded by Councilperson Knight. Mr. Baker said the terms "diverse and inclusive" should be defined and recommended consideration of a resolution that would require the Mayor to consider certain criteria. Because of conflicting elements of this amendment and to allow time for further review, Mr. Baker suggested this amendment be denied. Councilperson Smith called for the question. The question was seconded by Councilperson Redd. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion on Councilperson Smith's first amendment unanimously passed. The following vote on Councilperson Smith's first amendment was recorded:

NAY: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

Councilperson Smith's first amendment failed.

Councilperson Smith made a motion to amend this ordinance by amending Sec. 1-205(2) as follows:

~~Chairman~~ Chairperson. The mayor shall name the ~~chairman~~ chairperson of each standing committee ~~any~~ and may from time to time combine two (2) or more standing committees under a joint or one ~~chairman~~ chairperson when ~~he~~ the mayor deems it necessary or appropriate for specific projects.

The motion was seconded by Councilperson Knight. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

Councilperson Smith's second amendment unanimously passed. The following vote on the main motion as amended was recorded:

AYE: Allen, Butler, Evans, Garrett, Knight, Little, Reynolds, Richmond, Smith

NAY: Holleman, Pitts, Redd, Streetman

The motion to adopt this ordinance on first reading as amended passed.

AMEND AGENDA

Councilperson Reynolds made a motion to amend the agenda by moving **ORDINANCE 74-2020-21** and **RESOLUTION 59-2020-21** to the end of New Business. The motion was seconded by Councillady Streetman. Following brief discussion, Councilperson Redd called for the question. The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Streetman

NAY: Smith

The motion to cease discussion passed. The following vote on the main motion was recorded:

AYE: Butler, Pitts, Reynolds, Streetman

NAY: Allen, Evans, Garrett, Holleman, Knight, Little, Redd, Richmond, Smith

The motion to move **ORDINANCE 74-2020-21** and **RESOLUTION 59-2020-21** to the end of New Business failed.

JUNETEENTH HOLIDAY FUNDING

ORDINANCE 74-2020-21 (First Reading) Amending the FY21 Operating Budget for Governmental Funds to add funding to support the Juneteenth holiday

This ordinance was postponed by the Finance committee. Councilperson Allen made a motion to adopt this ordinance on first reading. The motion was seconded by Councilperson Garrett. Councilperson Streetman felt this ordinance should be considered after final approval of the Juneteenth holiday (**ORDINANCE 64-2020-21**). *[Transcription continued following recess]*

RECESS

The City Council recessed at 8:40 p.m. and reconvened at 8:58 p.m.

JUNETEENTH HOLIDAY FUNDING CONTINUED

Councilperson Redd made a motion to refer **ORDINANCE 74-2020-21** to the Finance Committee. The motion was seconded by Councilperson Streetman. The following vote was recorded:

AYE: Holleman, Knight, Pitts, Redd, Reynolds, Smith, Streetman

NAY: Allen, Butler, Evans, Garrett, Little, Richmond

The motion to refer this ordinance to the Finance Committee passed.

RECONSIDER ORDINANCE 73-2020-21

Councilperson Knight made a motion to reconsider **ORDINANCE 73-2020-21**, relative to standing committees, adopted on first reading earlier during this meeting. The motion was seconded by Councilperson Redd. Councilperson Butler called for the question. The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Reynolds, Richmond, Smith

NAY: Redd, Streetman

The motion to cease discussion passed. The following vote on the motion to reconsider was recorded:

AYE: Holleman, Knight, Pitts, Redd, Reynolds, Streetman

NAY: Allen, Butler, Evans, Garrett, Little, Richmond, Smith

The motion to reconsider **ORDINANCE 73-2020-21** on first reading failed.

HAZELWOOD ROAD & NEEDMORE ROAD

ORDINANCE 78-2020-21 (First Reading) Amending the FY21 Operating Budget for Governmental Funds to create road improvement projects for Hazelwood Road and Needmore Road

Councilperson Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilperson Knight. Councilperson Garrett said his online poll showed 64 responses in support of these projects. Councilperson Reynolds noted funding was not currently appropriated and made a motion to postpone action indefinitely. The motion was seconded by Councilperson Redd. Councilperson Redd called for the question. The question was seconded by Councilperson Streetman. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to postpone action on this ordinance indefinitely passed. The following vote on the main motion was recorded:

AYE: Evans, Holleman, Knight, Little, Pitts, Redd, Reynolds, Streetman

NAY: Allen, Butler, Garrett, Richmond, Smith

The motion to postpone action on this ordinance indefinitely passed.

REGIONAL COMMUNITY CENTER

ORDINANCE 79-2020-21 (First Reading) Amending the FY21 Operating Budget for Governmental Funds to transfer funds from the Athletic Complex capital project to the Regional Community Center

Councilperson Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilperson Richmond. Councilperson Garrett made a motion to amend this ordinance by deleting language relative to transferring funds from the Athletic Complex and appropriating $1,000,000 for a regional community center. The motion was seconded by Councilperson Smith. Councilperson Garrett said a recreational facility is needed to serve the north area of the City noting the Visitors Bureau estimated significant revenue could be generated and said a center in this area would not compromise the current soccer proposal for the Athletic Complex. Councilperson Streetman said funding should be reviewed by the Parks & Recreation and Finance Committees. Councilperson Allen and Councilperson Smith objected to committee review. Councilperson Butler said roads and traffic solutions should have priority. Councilperson Reynolds felt this amendment should have been researched further with regard to purchase of additional land. Councilperson Knight expressed support for the committee process and also for a regional community center.

Councilperson Redd called for the question on Councilperson Garrett's amendment. The question was seconded by Councilperson Allen. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion on Councilperson Garrett's amendment unanimously passed. The following vote on this amendment was recorded:

AYE: Allen, Evans, Garrett, Holleman, Knight, Little, Richmond, Smith

NAY: Butler, Pitts, Redd, Reynolds, Streetman

Councilperson Garrett's amendment passed. Councilperson Streetman made a motion to refer this ordinance, as amended, to the Parks & Recreation Committee for review. The motion was seconded by Councilperson Redd. Councilperson Redd expressed support for the committee process which includes input from department staff. Councilperson Garrett called for the question. The question was seconded by Councilperson Redd. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to crease discussion on the motion to refer unanimously passed. The following vote was recorded:

AYE: Pitts, Redd, Reynolds, Streetman

NAY: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Richmond, Smith

The motion to refer this ordinance to the Parks & Recreation Committee failed. Councilperson Garrett called for the question on the main motion. The question was seconded by Councilperson Richmond. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion on the main motion unanimously passed. The following vote on the main motion was recorded:

AYE: Allen, Evans, Garrett, Holleman, Knight, Little, Richmond, Smith

NAY: Butler, Pitts, Redd, Reynolds, Streetman

The motion to adopt this ordinance on first reading as amended passed.

INTERNAL SERVICE FUND/VOTING ELIGIBILITY

ORDINANCE 80-2020-21 (First Reading) Amending the Official Code relative to the Internal Service Fund

Councilperson Knight made a motion to refer this ordinance to the Finance Committee for further review. The motion was seconded by Councilperson Reynolds. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to refer this ordinance to the Finance Committee unanimously passed.

SUSTAINABILITY BOARD

RESOLUTION 55-2020-21 Establishing the Clarksville Sustainability Board

Councilperson Knight made a motion to adopt this resolution. The motion was seconded by Councilperson Garrett. Councilperson Butler expressed support for this board, but was concerned that it could become an attempt to coordinate with a program originating from the United Nations and stated sustainability efforts should remain local. Councilperson Reynolds said establishment of this board could result in access to federal grants. Councilperson Allen called for the question. The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion unanimously passed. The following vote on the main motion was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Reynolds, Richmond, Smith, Streetman

NAY: Redd

The motion to adopt this resolution passed.

2ND AMENDMENT SANCTUARY CITY

RESOLUTION 56-2020-21 Declaring the City of Clarksville as a 2nd Amendment Sanctuary City

Councillperson Knight made a motion to adopt this resolution. The motion was seconded by Councilperson Allen. Councilperson Knight shared statistics relative to use of guns and said adoption of this resolution would be a symbolic gesture stating the City Council supports the Constitution of the United States. Councilperson Butler said the Constitution says gun ownership shall not be infringed upon. Councilperson Redd called for the question. The motion was seconded by Councilperson Richmond. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Richmond, Smith

NAY: Reynolds, Streetman

The motion to cease discussion passed. The following vote on the main motion was recorded:

AYE: Allen, Butler, Garrett, Holleman, Knight, Little, Redd, Streetman

NAY: Evans, Pitts, Reynolds, Richmond

ABSTAIN: Smith

The motion to adopt this resolution passed.

EQUITY AND EQUALITY

RESOLUTION 57-2020-21 Requesting Governor Bill Lee, the Tennessee General Assembly, the Montgomery County Mayor and Montgomery County Commissioners, the City of Clarksville Mayor and the Clarksville City Council exercise their duties focusing on equity and equality; rejecting bills that promote exclusion, discrimination, or bigotry

Councilperson Reynolds made a motion to adopt this resolution. The motion was seconded by Councilperson Streetman. Councilperson Reynolds made a motion to amend this resolution by deleting the language is Section 1 and substituting instead the following:

Section 1. The City of Clarksville requests the 112th Tennessee General Assembly vote YES on Senate Bill 941/HB1030 pertaining to authorizing a qualified voter to register to vote and vote on any day of early voting and on election day for a primary, general, or runoff election in this state.

The motion was seconded by Councilperson Garrett. Councilperson Redd called for the question. The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion on the amendment unanimously passed. The following vote on the amendment was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

Councilperson Reynolds' amendment unanimously passed. Councilperson Redd called for the question on the main motion. The motion was seconded by Councilperson Little. The following vote was recorded:

AYE: Holleman, Knight, Little, Pitts, Redd

NAY: Allen, Butler, Evans, Garrett, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion on the main motion failed. Councilperson Butler made a motion to amend this resolution by deleting the language in the sixth whereas clause and substituting instead the following:

WHEREAS, voter suppression efforts and systemic disenfranchisement exist and need to be acknowledged and addressed; and

The motion was seconded by Councilperson Richmond. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

Councilperson Butler's amendment unanimously passed. At the request of Councilperson Garrett, Mr. Baker stated each year the Mayor appoints a Legislative Liaison Committee who gathers information from city officials and department heads and Montgomery County officials regarding proposed legislation that should be presented to the Tennessee General Assembly regarding state laws and funding that directly affect both local governments. Councilperson Allen called for the question. The question was seconded by Councilperson Richmond. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to cease discussion on the main motion unanimously passed. The following vote on the main motion was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Little, Pitts, Reynolds, Streetman

NAY: Redd, Richmond

ABSTAIN: Knight, Smith

The motion to adopt this resolution as amended passed.

RESOLUTION 58-2020-21 Supporting decriminalization of simple possession or casual exchange or marijuana for personal use

Councilperson Butler made a motion to adopt this resolution. The motion was seconded by Councilperson Allen. In response to Councilperson Streetman's question, Councilperson Butler said she had not discussed this legislation with the local District Attorney. Councilperson Streetman made a motion to refer this resolution to the Legislative Liaison Committee. The motion was seconded by Councilperson Redd. Councilperson Knight said the Clarksville Police Chief should be given an opportunity to share his views on this resolution. Councilperson Allen called for the question. The question was seconded by Councilperson Streetman. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Reynolds, Richmond, Smith, Streetman

NAY: Redd

The motion to cease discussion passed. The following vote on the motion to refer was recorded:

AYE: Holleman, Knight, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

NAY: Allen, Butler, Evans, Garrett, Little

The motion to refer this resolution to the Legislative Liaison Committee passed.

CHARTER AMENDMENTS

RESOLUTION 59-2020-21 Requesting the Tennessee General Assembly to amend the Official Charter of the City of Clarksville according to Exhibit A

Councilperson Garrett made a motion to adopt this resolution. The motion was seconded by Councilperson Little. Councilperson Garrett made a motion to divide

the question to consider each item separately. The motion was seconded by Councilperson Richmond. The following vote was recorded:

AYE: Butler, Evans, Garrett, Little, Richmond, Smith, Streetman

NAY: Allen, Holleman, Knight, Pitts, Redd, Reynolds

The motion to divide the question passed. Following discussion, Councilperson Allen made a motion to postpone this resolution to the April regular session. The motion was seconded by Councilperson Reynolds. The following vote was recorded:

AYE: Allen, Butler, Evans, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

NAY: Garrett

The motion to postpone action on this resolution to the April 2021 regular session passed.

HONORING VETERANS

RESOLUTION 60-2020-21 Expressing the sense of the City Council honoring Operation Iraqi Freedom Veterans

Councilperson Knight made a motion to adopt this resolution. The motion was seconded by Councilperson Redd. Councilperson Smith called for the question. The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith, Streetman

The motion to adopt this resolution unanimously passed.

CHARTER AMENDMENTS

RESOLUTION 61-2020-21 Requesting the Mayor call a special session of the City Council as a Committee of the Whole to study and make recommendations pertaining to amendments to the Official Charter

Councilperson Reynolds made a motion to postpone action on this resolution to the April 2021 regular session. The motion was seconded by Councilperson Evans. The following vote was recorded:

AYE: Holleman, Knight, Redd, Smith

NAY: Allen, Butler, Evans, Garrett, Little, Pitts, Reynolds, Richmond, Streetman

The motion to postpone failed. There was a motion and second to adopt this resolution. Councilperson Reynolds called for the question. The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith,

NAY: Streetman

The motion to cease discussion passed. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Little, Pitts, Reynolds, Richmond, Smith, Streetman

NAY: Holleman, Knight, Redd

The motion to adopt this resolution passed.

SHORT TERM RENTALS

ORDINANCE 63-2020-21 (Second Reading) Amending the Official Code relative to short term rentals

This ordinance was removed from the original Consent Agenda. Councilperson Butler made a motion to adopt this ordinance on second reading. The motion was seconded by Councilperson Allen. Councilperson Butler said her online poll showed these regulations are ineffective. Councilperson Knight called for the question. The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Garrett, Holleman, Knight, Redd, Richmond, Smith

NAY: Evans, Little, Pitts, Reynolds, Streetman

ABSTAIN: Butler

The motion to cease discussion passed. Councilperson Little made a motion to postpone second reading to the April 2021 regular session. The motion was seconded by Councilperson Knight.

Councilperson Redd made a motion to adjourn. The motion was seconded by Councilperson Knight. The following vote was recorded:

AYE: Holleman, Knight, Pitts, Redd

NAY: Allen, Butler, Evans, Garrett, Little, Reynolds, Richmond, Smith, Streetman

The motion to adjourn failed. The following vote on the motion to postpone was recorded:

AYE: Allen, Holleman, Knight, Little, Pits, Redd, Reynolds, Streetman

NAY: Butler, Evans, Garrett, Richmond, Smith

The motion to postpone second reading to the April 2021 regular session passed.

JUNETEENTH HOLIDAY

ORDINANCE 64-2020-21 (Second Reading) Amending the Official Code designating Juneteenth and Emancipation Day as City holidays

This ordinance was removed from the original Consent Agenda. Councilperson Allen made a motion to adopt this ordinance on second reading. The motion was seconded by Councilperson Garrett. Councilperson Knight made a motion to divide the question to consider the proposed holidays separately. The motion was seconded by Councilperson Butler. The following vote was recorded:

AYE: Allen, Butler, Evans, Holleman, Knight, Little, Pitts, Redd, Reynolds, Smith

NAY: Garrett, Richmond, Streetman

The motion to divide the question passed. Councilperson Allen called for the question regarding Juneteenth (**ORDINANCE 64A-2020-21**). The question was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Reynolds, Richmond, Smith

NAY: Pitts, Redd, Streetman

The motion to cease discussion regarding approval of the Juneteenth holiday passed. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Reynolds, Richmond, Smith

NAY: Pitts, Redd, Streetman

The motion to adopt **ORDINANCE 64A-2020-21** on second reading passed.

EMANCIPATION DAY HOLIDAY

Councilperson Knight made a motion to refer **ORDINANCE 64B-2020-21**, approval of Emancipation Day as a City holiday, to the Finance Committee. The motion was seconded by Councilperson Garrett. The following vote was recorded:

AYE: Holleman, Knight, Reynolds, Redd, Pitts, Streetman

NAY: Allen, Butler, Evans, Garrett, Little, Richmond, Smith

The motion to refer failed. Councilperson Smith made a motion to recognize August 8, Emancipation Day, as a Tennessee state holiday. The motion was seconded. Mayor Pitts ruled the motion out of order because this was a new item that was not listed on the agenda. Councilperson Garrett called for the question. The question was seconded by Councilperson Redd. The following vote was recorded:

AYE: Allen, Butler, Evans, Garrett, Holleman, Knight, Little, Pitts, Redd, Reynolds, Richmond, Smith

NAY: Streetman

The motion to cease discussion passed. The following vote regarding approval of the Emancipation Day holiday was recorded:

AYE: Allen, Evans, Garrett, Little, Richmond, Smith

NAY: Butler, Holleman, Pitts, Redd, Reynolds, Streetman

ABSTAIN: Knight

The motion to adopt **ORDINANCE 64B-2020-21** on second reading failed.

MAYOR AND COUNCIL MEMBER COMMENTS

Councilperson Richmond asked members to consider limiting items on agendas in an effort to reduce lengths of meetings.

ADJOURNMENT

The meeting was adjourned at 11:36 p.m.

ORDINANCE 74-2020-21

AN ORDINANCE AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2021 FOR GOVERNMENTAL FUNDS (ORDINANCE 39-2020-21) TO ADD FUNDING TO SUPPORT THE JUNETEENTH HOLIDAY

WHEREAS, Article VII, Section 3 of the official charter of the City of Clarksville provides for the approval and adoption of a budget; and

WHEREAS, Article VII, Section 3 of the official charter of the City of Clarksville provides for the ability to amend the adopted budget by ordinance by the City Council at any time during the fiscal year by vote of a majority of the City Council on two (2) separate readings; and

WHEREAS, The City Council has approved the addition of the Juneteenth holiday to the City's Code, Section 1.5-1501 Holidays; and

WHEREAS, Juneteenth is has become recognized nationally as a celebration commemorating the end of slavery in the United States; and

WHEREAS, This City Council believes it is fitting and proper for all Clarksvillian's to celebrate this historic milestone toward achieving the American ideal that "all men are created equal; and

WHEREAS, The City Council further urges all citizens to celebrate its freedom and exercise their rights to all the opportunities and resources available in this community.

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

That the following Amendment be made:

General Fund

10491003 – 4869 –	Transfer to Transit	Increase	$18,220
10422001 – 4132 -	Fire Department Overtime	Increase	$62,183
10422001 – 4221 -	Fire Department Taxes	Increase	$ 4,757
10422001 – 4231 -	Fire Department TCRS	Increase	$11,703
10421001 – 4132 -	Police Department Overtime	Increase	$44,387
10421001 – 4221 -	Police Department Taxes	Increase	$ 3,396
10421001 – 4231 -	Police Department TCRS	Increase	$ 8,354

BE IT FURTHER ORDAINED that above $153,000 shall be provided from the fund balance of the General Fund**.**

REFERRED: March 4, 2021 to Finance Committee
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 81-2020-21

AN ORDINANCE AMENDING THE FY 2021 HOUSING AND COMMUNITY DEVELOPMENT BUDGET (ORDINANCE 87-2019-20) AUTHORIZING THE CITY OF CLARKSVILLE TO CREATE PROJECTS TO UTILIZE THE 2020 EMERGENCY SOLUTIONS GRANT CARES ACT – PART I PROGRAM (ESG-CV) FUNDS FROM TENNESSEE HOUSING DEVELOPMENT AGENCY (THDA)

WHEREAS, the Housing and Community Development office of the City of Clarksville has been awarded funding from THDA to maintain, rehabilitate, and/or operate emergency homeless shelters; to provide essential services, street outreach and/or rapid re-housing services to the homeless; to provide prevention services to households at risk of homelessness; to expand, rehabilitate, or convert buildings for use as emergency shelter for the homeless; and to perform data collection activities for all persons assisted, and;

WHEREAS, the grant period is to be effective from December 1, 2020 to September 30, 2022;

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

That the following projects be created within the ESG Fund:

82463001 4111 AECV1	Administration	Increase: $ 33,750
82463003 4810 SECV1	Subrecipient: Salvation Army 2020	Increase: $168,750
82463003 4810 UECV1	Subrecipient: Urban Ministries 2020	Increase: $168,750

BE IT FURTHER ORDAINED:

That the following ESG be budgeted:

8246300 33150	Grant Revenue	Increase: $371,250

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 82-2020-21

AN ORDINANCE AMENDING THE FY 2021 HOUSING AND COMMUNITY DEVELOPMENT BUDGET (ORDINANCE 87-2019-20) AUTHORIZING THE CITY OF CLARKSVILLE TO CREATE PROJECTS TO UTILIZE THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT – ROUND 3 PROGRAM FUNDS (CDBG-CV) FROM HUD (U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

WHEREAS, the Housing and Community Development office of the City of Clarksville has been awarded funding from HUD to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the award received by the Housing and Community Development office for Round 1 of the CARES Act in the amount of $600,941 was approved by the City Council during the fiscal year end budget process in June 2020; and

WHEREAS, HUD combined the Round 1 award amount with the Round 3 award amount of $838,820 for a total award of $1,439,761; and

WHEREAS, the grant period is to be effective beginning August 31, 2020;

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

That the revenues and expenditures for the CDBG-CV Round 1 funding be amended from the prior approved allocations as demonstrated on Exhibit A to the budget allocations of the combined Round 1 and Round 3 allocations as demonstrated on Exhibit B below.

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

Exhibit A

CDBG-CV PROGRAM	CDBG-CV ALLOCATION	
Acquisitions	$	218,500.00
Rehabilitation	$	223,500.00
Other - Subrecipients	$	38,752.80
Program Administration	$	120,188.20
TOTAL	**$**	**600,941.00**

Exhibit B

CDBG-CV PROGRAM	**CDBG-CV ALLOCATION**
United Way of the Greater Clarksville Region – Eviction Prevention	$ 600,000.00
Matthew Walker Comprehensive Health Center – Healthcare	$ 300,000.00
Legal Aid Society of Middle Tennessee & the Cumberlands – Fair Housing Counseling & Legal Assistance	$ 100,000.00
Butterfly Moments/HCD – Utility Relief	$111,808.80
Plum Street House Rehabilitation	$ 40,000.00
Program Administration	$287,952.20
TOTAL	**$1,439,761.00**

RESOLUTION 62-2020-21

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLARKSVILLE AND THE TENNESSEE BUREAU OF INVESTIGATION RELATIVE TO THE TBI CRIMINAL INVESTIGATION DIVISION TASK FORCE

WHEREAS, the parties agree that this Memorandum of Understanding creates a mutually beneficial relationship between the City of Clarksville Police Department and the Tennessee Bureau of Investigation regarding the TBI Criminal Investigation Division Task Force; and

WHEREAS, the Clarksville Police Department will provide qualified officers to participate on the TBI Criminal Investigation Division Task Force; and

WHEREAS, the TBI will train each Task Force member under the TBI training program to assist the TBI in criminal investigations.

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

That the Clarksville City Council hereby authorizes a Memorandum of Understanding, attached hereto as Exhibit A, between the City of Clarksville and the Tennessee Bureau of Investigation relative to the TBI Criminal Investigation Division Task Force.

ADOPTED:

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN TENNESSEE BUREAU OF INVESTIGATION AND THE CLARKSVILLE POLICE DEPARTMENT

DESIGNATING OFFICERS AS MEMBERS OF THE TENNESSEE BUREAU OF INVESTIGATION'S CRIMINAL INVESTIGATION DIVISION TASK FORCE

This Memorandum of Understanding ("MOU") is between the Tennessee Bureau of Investigation ("TBI") located at 901 R.S. Gass Blvd., Nashville, Tennessee 37216 and the Clarksville Police Department (the "LEA") located at 135 Commerce Street, Clarksville, Tennessee, 37040.

WHEREAS, the parties agree that this MOU creates a mutually beneficial relationship by coordinating efforts between the parties.

WHEREAS, the LEA will provide qualified officers ("Task Force Members") to participate on the TBI's Criminal Investigation Division's Task Force. The Task Force Members will at all times remain employees of the LEA.

WHEREAS, the TBI will train each Task Force Member under the TBI training program for the Criminal Investigation Division.

WHEREAS, the Task Force Member will assist the TBI in criminal investigations. At all times during the investigations, the Task Force Member will be supervised by a TBI Agent. The Task Force Member will be utilized at the discretion of the supervising TBI Agent.

WHEREAS, the LEA's need for and use of the Task Force Member takes precedence over the TBI's need for and use of a Task Force Member.

THEREFORE, the parties mutually agree to the following provisions:

I. GENERAL PROVISIONS

a. Beneficiaries. This MOU is an internal agreement between the parties and does not confer any rights, privileges, or benefits to any other party or to the public.

b. Complete Agreement. This MOU reflects the complete agreement between the parties regarding this subject matter and supersedes any previous agreement related to the same subject matter.

c. Severability. Nothing in the MOU is intended to conflict with current laws or regulations. If a term of this MOU is inconsistent with such authority, that term shall be invalidated, and the remaining terms and conditions of this MOU shall remain in full force and effect.

d. Modification. This MOU may only be amended by the written agreement of both parties.

e. Review. The parties agree to schedule periodic meetings to review this MOU, as needed.
f. Termination. This MOU may be terminated by either party upon a thirty (30) day written notice delivered via certified mail to the other party.

II. SELECTION AND RETENTION OF TASK FORCE MEMBERS

a. The LEA will nominate POST Certified officers ("Task Force Candidates") for the Task Force that fit the criteria set forth by the TBI.
b. The TBI will evaluate all nominations. The selection of Task Force Members will be at the sole discretion of the TBI.
c. The TBI will conduct a thorough background check of all Task Force Candidates. It will be the same background check the TBI uses when evaluating prospective new TBI agents.
d. Task Force Candidates who meet selection criteria and complete all required training will be considered "Task Force Members." Task Force Members will, without additional compensation (except overtime as required by law), perform the duties as determined by the Director of the TBI or his designee.
e. The Task Force Members will be committed to the program for a term of two (2) years.
f. Task Force Members will be closely monitored by the TBI. The TBI may remove any Task Force Member from the Task Force for any reason and will inform the LEA's point of contact of the removal of the Task Force Member from the Task Force.
g. The LEA agrees to provide to the TBI, before designation of each Task Force Member and on an ongoing basis, with respect to each Task Force Member, any negative performance information, or other information that may call into question the Task Force Member's truthfulness or ability to testify in court.
h. Upon selection, Task Force Members will be required to sign a copy of this MOU, agreeing to its terms, and a Non-disclosure Agreement ("NDA"). The Non-disclosure Agreement shall be in the form attached hereto as Exhibit A.
i. A copy of this MOU and the signed NDA shall be kept at the LEA for review by Task Force Members at any time upon request.

III. TRAINING OF TASK FORCE MEMBERS

a. The TBI will provide training regarding laws, policies and procedures to selected Task Force Candidates. This training will be provided at no cost to the LEA. Task Force Candidates who successfully complete this training will become Task Force Members.
b. Upon successful completion of the TBI training program, the TBI will furnish each Task Force Member with credentials designating them as a TBI Task Force Member

IV. SCHEDULING OF TASK FORCE MEMBERS

a. The parties shall formulate a mutually agreeable schedule that makes one Task Force Member available for Task Force duties at all times.

b. When the TBI has a need for that Task Force Member, the TBI shall contact the scheduled Task Force Member directly with instructions.
c. The TBI shall also advise the LEA Point of Contact that the Task Force Member has been called in to undertake Task Force duties and provide an estimate of the Task Force Member's availability to return to his or her regular duties at the LEA.
d. The LEA's need for and use of the Task Force Member takes precedence over the TBI's need for and use of a Task Force Member.

V. TASK FORCE OPERATIONS

a. The Task Force Member shall be supervised by a TBI agent and will follow TBI directives, policies, procedures and instructions when operating as a TBI Task Force Member.
b. The Task Force Member is not employed by the TBI. The Task Force Member is an employee of the LEA.
c. The Task Force Members will retain any and all law enforcement authority that they have been conferred by the LEA by which they are employed.
d. Task Force Members shall use and maintain the same law enforcement equipment they use while performing their duties with the LEA including long guns, hand guns, handcuffs and other similar equipment. The TBI has the right to inspect all law enforcement equipment used by Task Force Members and the TBI has the sole discretion to determine that each item of equipment is safe and appropriate for the business of the Task Force.
e. Task Force Members shall use only electronic equipment, including phones and computers, issued by the TBI while working on TBI Task Force business. Task Force Members shall not disclose any information contained on TBI-issued electronic equipment.
f. TBI issued items, including electronics, shall not be used when a Task Force Member is not working on specific Task Force business.
g. The Task Force Member shall immediately return all TBI-issued equipment and identification when a Task Force Member terminates employment with the LEA or when they are no longer a Task Force Member.

VI. COMPENSATION OF TASK FORCE MEMBERS

a. The Task Force Members' salaries and benefits will be paid and provided by the LEA.
b. TBI will reimburse to LEA up to $10,000.00 in overtime costs per task force member per fiscal year. TBI's reimbursement is subject to funds availability. LEA shall submit the attached "Task Force Reimbursement Request." Any additional overtime due to be paid to the Task Force Members shall be the responsibility of and shall be paid by the LEA.

VII. LIABILITY

a. The TBI does not employ any Task Force Member. Each Task Force Member is employed by the LEA.
b. Each Task Force Member is covered by Workers' Compensation coverage through the LEA.
c. Any liability incurred by the Task Force Member shall be borne by the LEA.

VIII. TERM

a. This MOU becomes effective when approved by the TBI and the LEA as evidenced by the latest date of signature below and remains in effect for a period of ____ years unless modified or terminated as defined under Section I. of this MOU.
b. This MOU will automatically renew for periods of one (1) year unless, prior to the date sixty (60) days before the end of the then-existing term, the party who wants to cease automatic renewal gives written notice of that fact to the other party.

IX. POINTS OF CONTACT

TBI:

David B. Rausch
TBI Director
901 R.S. Gass Blvd.
Nashville, TN 37216
Phone:
Fax:
Email:

LEA:

Chief David Crockarell
Clarksville Police Department
135 Commerce St
Clarksville, TN
931.648.0656
david.crockarell@cityofclarksville.com

Mayor:

Mayor Joe Pitts
City of Clarksville
1 Public Square
Clarksville, TN 37040
joe.pitts@cityofclarksville.com

Tennessee Bureau of Investigation
By:

_____ _____
Name of Authorized Representative *Date*

_____
Title of Authorized Representative

LEA
By:

_____ _____
Name of Authorized Representative *Date*

__Chief of Police__
Title of Authorized Representative

Office of the Mayor
By:

_____ _____
Name of Authorized Representative *Date*

__Mayor of the City of Clarksville__
Title of Authorized Representative

RESOLUTION 63-2020-21

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TENNESSEE AND BI-COUNTY SOLID WASTE MANAGEMENT FOR ACCEPTANCE OF BIOSOLIDS FROM THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Clarksville owns, operates, and maintains a wastewater treatment plant through its Department of Gas & Water (CGW); and

WHEREAS, Bi-County Solid Waste Management owns, operates, and maintains a landfill in service to Montgomery and Stewart Counties in Tennessee; and

WHEREAS, CGW currently disposes of biosolids yielded from said wastewater treatment plant at the Bi-county landfill; and

WHEREAS, CGW, through current and future contracts and agreements, plans to construct infrastructure to improve the consistency and reduce the amount of said biosolids yielded from the wastewater treatment plant; and

WHEREAS, planning, bidding, and constructing said infrastructure will continue for approximately three calendar years; and

WHEREAS, the City, through its CGW, and Bi-County Solid Waste Management, through its' Board, (together the "Parties") have determined it to be necessary and mutually beneficial to the parties hereto to enter into an agreement outlining the disposal and acceptance, including the associated rate to be charged and paid, of biosolids from the wastewater treatment plant, pursuant to the terms and provisions set forth in an agreement between the Parties (Interlocal Agreement), attached hereto and incorporated herein as **Attachment A**; and

WHEREAS, the Parties now desire to memorialize said agreement through approval / adoption and execution of said interlocal agreement, attached hereto and incorporated herein as **Attachment A**, pursuant to Tennessee Code Annotated Section 12-9-108 pertaining to the adoption of interlocal agreements among governmental entities, and pursuant to all applicable federal, state, and local laws, to include City ordinances and resolutions, and such applicable regulations.

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

That the Clarksville City Council hereby authorizes and approves a interlocal agreement, pertaining to the disposal and acceptance of biosolids from the wastewater treatment plant, pursuant to the terms and provisions set forth in an agreement between the Parties (Interlocal Cooperative Agreement), attached hereto and incorporated herein as **Attachment A,** said interlocal agreement to be effective and binding upon execution by the Mayor of the City of Clarksville, Tennessee and the Chairman of the Bi-County Solid Waste Management.

ADOPTED:

Attachment A

INTERLOCAL AGREEMENT FOR DISPOSAL/ACCEPTANCE OF BIOSOLIDS FROM WASTEWATER TREATMENT PLANT

THIS INTERLOCAL AGREEMENT FOR DISPOSAL/ACCEPTANCE OF BIOSOLIDS FROM WASTEWATER TREATMENT PLANT (hereinafter, "Interlocal Agreement") is entered into this the _____ day of _____, 2021, by and between the CITY OF CLARKSVILLE, TENNESSEE, a Tennessee Municipal Corporation, created and established by Charter, most recently amended and restated by Chapter 24 of the Private Acts of 2015, (hereinafter, the "City"), and BY-COUNTY SOLID WASTE MANAGEMENT, operator of a government-run Class I Landfill (hereinafter, "Bi-County").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains a wastewater treatment plant through its Department of Gas & Water (hereinafter, "CGW");

WHEREAS, Bi-County owns, operates, and maintains a landfill in service to Montgomery and Stewart Counties in Tennessee (hereinafter, the "Bi-County Landfill");

WHEREAS, CGW currently disposes of biosolids yielded from said wastewater treatment plant at the Bi-County Landfill;

WHEREAS, CGW, through current and future contracts and agreements, plans to construct infrastructure to improve the consistency and reduce the amount of said biosolids yielded from the wastewater treatment plant;

WHEREAS, planning, bidding, and constructing said infrastructure will continue for approximately three calendar years; and

WHEREAS, the City, through CGW, and Bi-County, through its Board, (hereinafter referred to collectively from time to time as, the "Parties") have determined it to be necessary and mutually beneficial to the Parties to enter into this Interlocal Agreement outlining the disposal and

acceptance, including the associated rate to be charged and paid, of biosolids from CGW's wastewater treatment plant.

NOW, THEREFORE, in consideration of the premises, the requirements imposed on the Parties by law, and their mutual undertakings, the Parties hereto agree by and between themselves as follows:

1. **Amount of Biosolids Accepted.** Bi-County agrees to accept the following amount of sludge (in truckloads), per day, from CGW:

Monday through Friday: five (5) truckloads per day;

Saturday: three (3) truckloads per day; and

Sunday: zero (0) truckloads per day.

2. **Tipping Fee.** CGW agrees to pay a sludge tipping fee in the amount of $29.00 (TWENTY-NINE DOLLARS AND NO CENTS) per ton to Bi-County, which includes the cost of odor control materials for Bi-County's use.

3. **Industrial Sewer Rate unaffected.** Bi-County leachate disposal will remain on the Industrial Sewer Rate, as published in the Official Code of the City of Clarksville.

4. **Term.** This Interlocal Agreement shall remain in effect for a term of up to three (3) years from the date of its execution, and this Interlocal Agreement may be renegotiated by the Parties at the end of said three (3)-year term or upon the installation of thermal dryers at CGW's wastewater treatment plant.

5. **Records.** The City and Bi-County shall be responsible for maintaining their records in compliance with the laws of the State of Tennessee.

6. **No Waiver.** Neither any failure nor any delay by any party in exercising any right, power or privilege under this Interlocal Agreement will operate as a waiver of such right, power

or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of the same.

7. **Choice of Law.** This Interlocal Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action arising from this Interlocal Agreement shall be brought in the Circuit or Chancery Courts of Montgomery County, Tennessee.

8. **Captions.** The captions appearing in this Interlocal Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of any sections.

9. **Integration; Amendment.** This Interlocal Agreement is fully integrated and sets forth all of the understandings of the parties. This Interlocal Agreement shall not be modified or amended except by an instrument in writing signed by the Parties hereto.

10. **Severability.** If any of the terms and conditions of this Interlocal Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Interlocal Agreement are declared severable.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date first written above.

THE CITY OF CLARKSVILLE, TN

By: _____
Joe Pitts, Mayor

ATTEST:

_____
Sylvia Skinner, City Clerk

BI-COUNTY SOLID WASTE MANAGEMENT

By: _____
James Lewis, Chairman

RESOLUTION 64-2020-21

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GUTHRIE, KENTUCKY AND THE CITY OF CLARKSVILLE, TENNESSEE FOR COOPERATIVE PARTICIPATION IN THE TODD COUNTY NATURAL GAS DISTRICT

WHEREAS, the City of Clarksville desires a redundant natural gas supply to serve customers through its Department of Gas & Water (CGW); and

WHEREAS, Guthrie, Kentucky desires to develop, construct, and maintain natural gas infrastructure within Todd County and its surrounding community; and

WHEREAS, the City, through its CGW, and Guthrie, Kentucky (together the "Parties") have determined that it may be mutually beneficial to the parties hereto to collaborate in a joint venture to provide natural gas infrastructure that will supply Todd County with natural gas and the City of Clarksville with a redundant supply of natural gas; and

WHEREAS, the Parties agree to a collaborative venture through cooperative participation in the Todd County Natural Gas District to provide natural gas infrastructure for the benefit of the Parties, pursuant to the terms and provisions set forth in an agreement between the Parties (Interlocal Cooperative Agreement), attached hereto and incorporated herein as **Attachment A**; and

WHEREAS, the Parties now desire to memorialize said agreement through approval / adoption and execution of said contract / interlocal agreement, attached hereto and incorporated herein as **Attachment A**, pursuant to Tennessee Code Annotated Section 12-9-108 pertaining to the adoption of interlocal agreements among governmental entities, and pursuant to all applicable federal, state, and local laws, to include City ordinances and resolutions, and such applicable regulations.

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

That the Clarksville City Council hereby authorizes and approves a contract / interlocal agreement, pertaining to a collaborative venture through cooperative participation in the Todd County Natural Gas District to provide natural gas infrastructure for the benefit of the Parties, pursuant to the terms and provisions set forth in an agreement between the Parties (Interlocal Cooperative Agreement), attached hereto and incorporated herein as **Attachment A,** said contract / interlocal agreement to be effective and binding upon execution by the Mayor of the City of Guthrie, Kentucky and the Mayor of the City of Clarksville, Tennessee.

ADOPTED:

Attachment A

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF GUTHRIE, KENTUCKY AND THE CITY OF CLARKSVILLE, TENNESSEE

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into and deemed effective as of the _____ day of _____, 2021, by and between the City of Guthrie, Kentucky, hereinafter referred to as "Guthrie", a public governmental agency, and the City of Clarksville, Tennessee, hereinafter referred to as "Clarksville", a public governmental agency, each a party to this agreement, or collectively the "Parties".

WHEREAS, pursuant to the Interlocal Cooperation Act (the "Act"), KRS Sections 65.210 to 65.300, inclusive, any power or powers, privileges or authority exercised or capable of exercise by a public agency (including a city, a county or any other political subdivision of the Commonwealth) may be exercised jointly with another public agency under an agreement for joint or cooperative action pursuant to the provisions of the Act, and such public agencies may acquire, construct, maintain, add to and improve the necessary property, real and personal, which is required in order to accomplish the public purposes set forth in such interlocal cooperation agreement; and

WHEREAS, Guthrie and Clarksville agree that a reliable supply of natural gas is vital to economic growth in their respective territorial limits and in areas that are between and surrounding each city;

WHEREAS, both entities seek to provide a redundant source for natural gas to their respective communities; and

WHEREAS, the parties acknowledge that each entity is better suited to provide a redundant source of natural gas to their respective community by a collaborative effort between the entities.

NOW THEREFORE, it is mutually acknowledged and agreed by and among the Parties hereto as follows:

1. By the duly enacted Guthrie Ordinance Number 2020-_____, the City of Guthrie has created the Todd County Natural Gas District for the express purpose of providing a redundant supply of natural gas to the greater Guthrie community, which due to their proximity, will include but not be limited to the City of Clarksville.

2. Pursuant to this agreement, the Parties agree to cooperative participation in the Todd County Natural Gas District. Said District shall be managed by a nine (9) member Board of Directors. No less than four (4) members shall be appointed from nominations made by the Mayor of the City of Clarksville. The remaining members shall be appointed by the Mayor of the City of Guthrie from nominations made by the Todd County Judge-Executive and approved by the Todd Fiscal Court.

3. The District shall establish bylaws and basic operating procedures, which shall include but not be limited to a rate structure. Included within said bylaws shall be the requirement that the annual budget of the District and any proposed sale of the gas system must be approved by a two-thirds (2/3) majority vote of the Board of Directors, and the requirement that the financial statements of the District be audited no less than annually.

4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any provision of this agreement is held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of such portion shall not affect any or all of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and acknowledged by officers or officials as duly authorized by the respective managing bodies of the Parties, effect as of the date first written above.

APPROVED AS TO FORM AND COMPLIANCE
WITH APPROPRIATE KENTUCKY STATUTES

_____, Commissioner
Office of the Governor
Department for Local Government
BY:_____

CITY OF GUTHRIE, KENTUCKY

BY: _____
Jimmy Covington, Mayor

Attest: _____

CITY OF CLARKSVILLE, TENNESSEE

BY: _____
Joe Pitts, Mayor

Attest: _____

ORDINANCE 63-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE RELATIVE TO SHORT TERM RENTALS

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

The Clarksville City Code, Title 5, "Business, Professions, and Occupations," is hereby amended by deleting the language in Chapter 3, "Short-Term Rentals," in its entirety.

~~Section 5-301. Purpose. The City Council finds that the following regulations of Short-Term Rental Units are necessary to protect the health, safety, and welfare of the public.~~

~~Section 5-302. Definitions. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Chapter. The word "shall" is always mandatory and not merely advisory.~~

~~(a) *Code Official*. A City Code Enforcement Officer or the Building Official.~~

~~(b) *Consideration*. The charge, whether or not received, for occupancy in a ShortTerm Rental Unit valued in money, whether to be received in money, goods, labor, or otherwise, including all receipts, cash, credits, property and services of any kind or nature. Nothing in this definition shall be construed to mean that consideration is charged when the Short-Term Rental Unit provided to the Transient Guest(s) is complimentary from the Owner and no consideration of any type is charged to, or received from, any person.~~

(c) *Contiguous Property.* Any property that is directly adjacent to the property on which a Short-Term Rental Unit is located, or which is across any street, road, highway, or alley from any property on which a Short-Term Rental Unit is located, and which is within one-hundred (100) feet of the nearest property boundary line of any property on which a Short-Term Rental Unit is located.

(d) *Dwelling Unit.* A cabin, house, house trailer or mobile home, or structure used or designed to be used as an abode or home of a person, family, or household, and includes a single-family dwelling, a portion of a single-family dwelling, or an individual residential dwelling in a multi-dwelling building, such as a duplex, triplex, an apartment building, condominium, cooperative, or timeshare.

(e) *Hosting Platform.* A person or entity that facilitates the booking of a Short-Term Rental Unit. "Facilitate" includes, but is not limited to, the act of allowing an Owner to offer to list or advertise, typically for a charge or fee, the Short-Term Rental Unit on an Internet website, in a print publication, or through another forum provided or maintained by the Hosting Platform.

(f) *Non-Residential District.* Any zoning district designated in the City of Clarksville that allows residential uses but is not a Residential District.

(g) *Occupancy.* The use or possession, or the right to the use or possession, of any room(s), lodgings, or accommodations in any Short-Term Rental Unit.

(h) *Operating Permit.* The city-issued document authorizing an Owner to operate a Short-Term Rental Unit within the City of Clarksville.

(i) *Owner.* The person who owns property held out as a Short-Term Rental Unit.

(j) *Residential District.* Any zoning district designated in the City of Clarksville where the principal permitted uses in the district include residential uses, including houses, duplexes, and multi-dwelling structures.

(k) *Short-Term Rental Unit.* A dwelling unit, a portion of a dwelling unit, or any other structure or space that is occupied or intended or designed or advertised for occupancy by Transient Guests for dwelling, lodging, or sleeping, and which is offered to Transient Guests for Consideration for a period of up to 30 consecutive calendar days. Short-Term Rental Units shall not include dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions; facilities licensed by the state as healthcare facilities, including temporary family healthcare structures; hotels; inns; motels; boarding houses; Bed and Breakfast establishments approved by the City of Clarksville pursuant to the Clarksville Zoning Ordinance; campgrounds; recreational vehicles or campers, or dwelling units rented to the same occupant(s) for more than thirty continuous days.

(l) *Transient Guest.* A person who occupies a dwelling unit or portion thereof, other than his or her usual place of residence, in exchange for consideration.

Section 5-303. Permit Required for Operation of a Short-Term Rental Unit.

(a) *Operating Permit Required.* It shall be unlawful to operate or advertise any Short-Term Rental Unit within the City of Clarksville without a Short-Term Rental Unit Operating Permit issued under this Chapter, except as otherwise provided herein.

(b) *Continued use for properties already being used as short-term rental.* In accordance with T.C.A. § 13-7-603, as may be amended from time to time, this Short-Term Rental Ordinance shall not apply to any property that was being used as a Short-Term Rental Unit by the owner of the property prior to the Clarksville City Council's enactment of this Chapter. The definition of "Used as a short-term rental unit" contained in T.C.A. § 13-7-602, as may be amended from time to time, shall be used in determining whether a property was being used as a Short-Term Rental Unit by the Owner of the property prior to enactment of this Chapter. In accordance with T.C.A. § 13-7-604(b)(3), as may be amended from time to time, any property being used as a Short-Term Rental Unit by the Owner of the property prior to enactment of this Chapter may continue operating said property as a Short-Term Rental Unit, without securing a permit, until the property is sold, transferred, ceases being used as a Short-Term Rental Unit for a period of thirty (30) continuous months, or has been in violation of a generally applicable local law three (3) or more separate times with no appeal rights remaining for any of the three (3) violations.

Section 5-304. Short-Term Rental Unit Operating Permit Application; Permit Availability; Application Form and Fee; Right of Entry.

(a) *Application.* Except as otherwise provided herein, every Owner desiring to operate a Short-Term Rental Unit shall submit an application for an Operating Permit to the Clarksville Department of Finance and Revenue. Each application shall contain all of the following information, along with a sworn statement that the information being provided is true and accurate, upon penalty of perjury. The permit application shall not be considered complete until all information specified by the application form and required by this chapter, as determined by the Department of Finance and Revenue, has been completed by the applicant.

(1) *Acknowledgement of Regulations and Obligation to Pay Hotel / Motel Tax; Submission of Proof of Business License.* The applicant shall include with his or her application a written acknowledgement by the Owner that he/she has read all regulations of this Chapter pertaining to the operation of a Short-Term Rental Unit, that the applicant will comply with and pay as required by law any hotel/motel tax requirements as levied or assessed by the City, Montgomery County, and / or the State of Tennessee, and shall submit a statement that the applicant has obtained a City of Clarksville business license and attach a copy of same thereto.

(2) *Affidavit of Life Safety Compliance.* An application for an Operating Permit shall be accompanied by an affidavit from the applicant verifying the number and room location(s) of all required life safety equipment, and that all such equipment is currently fully operational at the time of the application for the Short-Term Rental Unit. All such life safety equipment will be subject to verification or inspection.

(3) *Local Contact Person(s).* A person or persons designated by the Owner who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (i) being able to respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the Short-Term Rental Unit, and (ii) taking remedial action necessary to resolve any such complaints. The Local Contact Person(s) may be the Owner or an Owner's agent. If not the Owner, the full legal name, residential street and mailing addresses, the e-mail address, and the telephone number of the Local Contact Person(s) shall be provided.

(4) *Owner Information.* The full legal name, street and mailing addresses, the e-mail address, and the telephone number of the Owner of the property sought to be used as a Short-Term Rental Unit and, in cases where a business entity or trust is the owner of the property that is sought to be used as a Short-Term Rental Unit, the individual who has the responsibility to oversee the ownership of the property sought to be used as a Short-Term Rental Unit on behalf of the business entity or trust, including the mailing address, the e-mail address, and the telephone number of the individual having such responsibility. If the Owner of a Short-Term Rental Unit is a business entity, information and documentation is required demonstrating the Owner's valid status with the Tennessee Secretary of State.

(5) *Site Plan.* A site plan and floor plan accurately and clearly depicting the size and location of the existing dwelling and the approximate square footage in the dwelling, the number and location of designated off-street parking spaces and the maximum number of vehicles allowed for overnight occupants. The floor plan shall describe the use of each room in the dwelling, the number, location and approximate square footage of all bedrooms, and any accessory buildings, including but not limited to garages and accessory dwelling structures or units.

(6) *Confirmation regarding private agreements.* Written acknowledgement by the Owner that he/she/it is solely responsible for confirming and that he/she/it has confirmed that operating the Short-Term Rental Unit would not violate any Home Owners Association agreement or bylaws, Condominium Agreement, Covenants, and / or Restrictions, mortgage agreement, insurance contract, or any other contract or agreement governing and limiting the use of the proposed Short-Term Rental Unit.

(7) Reserved.

(8) Reserved.

(b) *Short-Term Rental Unit Operating Permit Availability.*

(1) *Generally.* A Short-Term Rental Unit Operating Permit is available in any Residential or Non-Residential Districts upon meeting the criteria in this Chapter. A Short-Term Rental Unit Operating Permit may be issued only to the Owner of the Short-Term Rental Unit.

(2) *Proof of Ownership*. Ownership shall be established by the deed for the property as recorded in the office of the Montgomery County, Tennessee, Register of Deeds.

(c) *Operating Permit Application Form.* The Department of Finance and Revenue shall develop and supply Short-Term Rental Unit Operating Permit application forms for use by applicants, which shall contain such questions and acknowledgements as are specified herein, to be answered and acknowledged by the applicant under oath and notarized.

(d) *Fees.* An administrative processing and inspection permit fee in the amount of one-hundred fifty dollars ($150.00) shall be paid to the Clarksville Department of Finance and Revenue at the time an application for a Short-Term Rental Unit Operating Permit is submitted. There shall be no proration of fees. Application fees shall be non-refundable.

(e) *Right of Entry of Fire Department and Building and Codes Department.* The submission of an application for a Short-Term Rental Unit Operating Permit shall constitute consent of the applicant to permit the Clarksville Fire Rescue Department and the Clarksville Department of Building and Codes to conduct inspections of the Short-Term Rental Unit, from time to time, between the hours of 8 a.m. and 5 p.m. or during the hours such Short-Term Rental Unit is being rented, to ensure the Short-Term Rental Unit is complying with the requirements of this Chapter, other city ordinances, and state/federal laws and regulations.

Section 5-305. Administrative Processing and Inspections; Issuance.

(a) Once the Short-Term Rental Unit Operating Permit application is considered complete by the Department of Finance and Revenue, to include the payment of any required fee(s), the original application shall be date-stamped and retained by the Department of Finance and Revenue. The Department of Finance and Revenue shall then forward a copy of the completed application to the Fire and Rescue Department and to the Building and Codes Department for further review and inspections.

(b) The Fire and Rescue Department shall conduct a fire and life safety inspection of the Short-Term Rental Unit within fifteen (15) calendar days of the date the application is accepted by the Department of Finance and Revenue to ensure that all required fire and life safety equipment is currently operable, and that the Short-Term Rental Unit is in compliance with all applicable fire codes, laws, and regulations. As part of the inspection, the Fire and Rescue Department shall determine the maximum occupancy of Transient Guests for the Short-Term Rental Unit. Upon completion of the fire and life safety inspection, the Fire and Rescue Department shall annotate on a form developed in coordination with the Building and Codes Department whether the Short-Term Rental Unit passed or failed the fire and life safety inspection, and if it failed, shall provide a short and plain summary of the reasons why the Short-Term Rental Unit failed the inspection, and shall cite to the applicable provision(s) of the fire codes, laws, or regulations at issue. In the event of failure of the fire and life safety inspection, an applicant may request a re-inspection, whereupon the applicant shall have ten (10) days from the date of the failed fire and life safety inspection to correct any deficiencies and pass a re-inspection. An applicant shall only be permitted one opportunity for a fire and life safety re-inspection.

(c) The Department of Building and Codes shall conduct a building safety inspection of the Short-Term Rental Unit within fifteen (15) calendar days of the date the application is accepted by the Department of Finance and Revenue to ensure compliance with all applicable building, gas, electrical, and plumbing codes, laws, and regulations. Upon completion of the building safety inspection, the Department of Building and Codes shall annotate on the form developed in coordination with the Fire and Rescue Department, whether the Short-Term Rental Unit passed or failed the building safety inspection, and if it failed, shall provide a short and plain summary of the reasons why the Short-Term Rental Unit failed the building safety inspection and shall cite to the applicable provision(s) of the building safety codes, laws, or regulations at issue. In the event of failure of the building safety inspection, an applicant may request a re-inspection, whereupon the applicant shall have ten (10) days from the date of the failed building safety inspection to correct any deficiencies and pass a re-inspection. An applicant shall only be permitted one opportunity for a building safety re-inspection.

(d) Within fifteen (15) days of the date of successful completion of the fire and life safety inspection and the building safety inspection (whichever comes later), the Department of Building and Codes shall make a final determination whether the application should be approved or denied.

(e) If the Department of Building and Codes determines that the application or the Short-Term Rental Unit does not conform to the requirements of this Chapter, or to other applicable laws or regulations, the application for a Short-Term Rental Unit Operating Permit shall be denied. Within five (5) days of any decision denying an application for an Operating Permit, the Department of Finance and Revenue shall inform the applicant of the denial in writing and shall explain the reason(s) for the denial in writing.

(f) Upon successful completion of all required inspections and payment of the necessary fee(s), if the Department of Building and Codes is satisfied that the application and the Short-Term Rental Unit conform to the requirements of this Chapter and to all other applicable laws and regulations, within five (5) days of approval of the Short-Term Rental Unit Operating Permit application by the Department of Building and Codes, the Department of Finance and Revenue shall inform the applicant of the approval in writing and shall issue a Short-Term Rental Unit Operating Permit to the applicant using a permit form developed by the Department of Finance and Revenue in coordination with the Fire and Rescue Department and the Department of Building and Codes. The Operating Permit shall specify the maximum occupancy of Transient Guests permitted within the Short-Term Rental Unit.

(g) All permits, whether an original permit or a renewal permit, shall pertain only to one single Short-Term Rental Unit as defined herein, and shall be separately numbered, and the Department of Finance and Revenue shall keep a duplicate of each original permit issued.

(h) Once issued, the Short-Term Rental Operating Permit shall be valid for one (1) calendar year from the date of issuance, unless the Short-Term Rental Unit Operating Permit is suspended or revoked pursuant to this Chapter, or otherwise terminated by operation of, or in accordance with, law.

Section 5-306. Short-Term Rental Unit Operating Permit Renewals.

Unless suspended or revoked for a violation of any provision of this Chapter or other applicable law or regulation, a Short-Term Rental Unit Operating Permit may be renewed annually, provided that an applicant submits a renewal application and processing fee of one-hundred twenty dollars ($120.00) no later than thirty (30) calendar days before the Short-Term Rental Unit Operating Permit's expiration. An application for renewal of a Short-Term Rental Unit Operating Permit, which shall include an updated acknowledgement of rules signed by the Owner; an updated affidavit of life safety compliance signed by the Owner; any updated information regarding the Local Contact Person; any updated Owner information; an updated confirmation regarding private agreements signed by the Owner; an updated proof of insurance; and proof of payment of all taxes due, shall be made through the Department of Finance and Revenue. Upon receipt of an application for renewal, together with the renewal application fee, an inspection of the Short-Term Rental Unit, in accordance with the provisions of **Section 5-305** above, shall be made to ensure compliance with all fire safety and building safety requirements. After the Short-Term Rental Unit Operating Permit's expiration, the holder of the Short-Term Rental Unit Operating Permit forfeits the right to renew, and the Owner must reapply for a new Short-Term Rental Unit Operating Permit. A renewed Short-Term Rental Unit Operating Renewal Permit shall be valid for one (1) calendar year from the date of issuance.

Section 5-307. Prohibition Against Transfer.

(a) *Generally*. No person holding a Short-Term Rental Unit Operating Permit shall sell, lend, lease, or in any manner transfer the permit for value.

(b) *Permission*. The permission to operate a Short-Term Rental Unit under a ShortTerm Rental Unit Operating Permit shall be personal and limited to the Owner to whom the City issued the permit. A Short-Term Rental Unit Operating Permit shall terminate immediately upon the transfer of the property covered by the permit, whether such transfer is by deed, by law, or otherwise.

(c) *Transfers Invalid*. Any unauthorized transfer or attempt to transfer a Short-Term Rental Unit Operating Permit shall automatically void such permit. Persons violating this provision, including both the transferor and transferee, may be subject to a citation and fine. Each unauthorized transfer or attempt to transfer of a Short-Term Rental Unit Operating Permit shall constitute a separate violation, and the penalty for such violation shall be fifty dollars ($50.00) per day.

Section 5-308. No Vested Rights.

The provisions of this Chapter concerning Short-Term Rental Units are not a grant of vested rights to continue to operate any Short-Term Rental Unit indefinitely. Any Short-Term Rental Unit use, operation, and / or permits for Short-Term Rental Units are subject to the provisions of ordinances, resolutions, or other City measures, to include declarations of states of emergency, concerning Short-Term Rental Units that may be enacted or adopted at a later date, even though such ordinances, resolutions, or other city measures may change the terms, conditions, allowance, or duration for Short-Term Rental Unit use or operation, including but not limited to those that may terminate some or all Short-Term Rental Unit uses or operations, with or without some period of amortization. While this recitation concerning vested rights is implicit in any uses

permitted by the City, this explicit recitation is set forth to avoid any uncertainty or confusion. This Chapter is expressly declared to be enacted pursuant to general police powers, to include those pertaining to general health and welfare, building and fire safety, and is not to be construed as a zoning law.

Section 5-309. Compliance with Laws; Complaints; Remedies; and Permit Revocation.

(a) *Compliance with city, state, and federal Laws*. It shall be unlawful to operate a Short-Term Rental Unit that does not comply with all applicable city, state, and federal laws and regulations.

(b) *Operation without permit deemed public safety hazard*. Except as otherwise provided herein, any Short-Term Rental Unit operating or advertising for operation without a valid Short-Term Rental Unit Operating Permit shall be deemed a public safety hazard. The City may issue, and the Owner or the Local Contact Person may receive, a civil citation for operating or advertising for operation without a Short-Term Rental Unit Operating Permit. Such civil citations will be adjudicated in the Clarksville City Court.

(c) *Public nuisance*. It is unlawful and a violation of this Chapter and is hereby declared a public nuisance for any person to commit, cause, or maintain a violation of any provision or fail to comply with any of the requirements of this Chapter. The City may issue and the Owner, the occupants, or the Local Contact Person may receive a civil citation for any violation of this Chapter or any other City ordinance by the Owner, the Local Contact Person, or the occupants of the Short-Term Rental Unit. Such civil citations will be adjudicated in the Clarksville City Court.

(d) *Complaints*. If a complaint is filed with the City of Clarksville alleging that the Owner has violated the provisions of this Chapter or any other applicable City ordinance or State law, a Code Official shall provide written notification of the complaint by registered mail to the Owner at the Owner's address listed on the application, and the Code Official shall investigate the complaint and inspect the property being used as a Short-Term Rental. Within twenty (20) days of the date that the notification was sent to the Owner, the Owner may respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Code Official finds the complaint to be supported by a preponderance of the evidence, the Code Official may suspend or revoke the Short-Term Rental Unit Operating Permit or take or cause to be taken other enforcement action as provided herein or elsewhere in the City Code. Any false complaint made against a Short-Term Rental Owner may be punishable as perjury under T.C.A. § 39-16-702, as may be amended from time to time.

(e) *Revocation or Suspension of Permit*. The Code Official may suspend or revoke a Short-Term Rental Unit Operating Permit if the Code Official discovers that (i) an applicant obtained the ShortTerm Rental Unit Operating Permit by knowingly providing false information on the application; (ii) the continuation of the Short-Term Rental Unit presents a threat to public health or safety; or (iii) the Owner or Short-Term Rental Unit has violated any of the provisions of this Chapter or has violated any other City ordinance, State law, or Federal law related to the operation of the Short-Term Rental Unit.

(f) *Effect of Revocation.* Should the Short-Term Rental Unit Operating Permit be revoked, in addition to any other penalty, there shall be a one-year waiting period from the date of revocation for the property to become eligible again for a Short-Term Rental Unit Operating Permit. Upon reapplication, the Owner must pay the full permit fee.

(g) *Appeal of Suspension or Revocation*. If a Short-Term Rental Unit Operating Permit is suspended or revoked, the Code Official shall state the specific reason(s) for the suspension or revocation. Any Owner whose Short-Term Rental Unit Operating Permit has been suspended or revoked may appeal such suspension or revocation by submitting a written request to the Department of Building and Codes for a hearing before the Board of Adjustments and Appeals within twenty (20) calendar days of receiving the notice of suspension or revocation. A hearing date will be set within twenty (20) calendar days of the filing of an appeal. All hearings before the Board of Adjustments and Appeals shall be open to the public. The appellant, the appellant's representative, the Code Official or his/her designee, and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than a majority of full membership of the Board of Adjustments and Appeals. The Board of Adjustments and Appeals may reverse or affirm, wholly or in part, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision, or determination as ought to be made. The decision of the Board of Adjustments and Appeals shall be the final administrative decision and shall be subject only to judicial review in the Circuit or Chancery Court pursuant to state law of general application. In addition to any other penalty imposed, if the decision of the Board of Adjustments and Appeals to revoke a Short-Term Rental Unit Operating Permit is upheld, the Owner shall not be eligible to reapply for a new Short-Term Rental Unit Operating Permit for the premises for a period of one (1) year. Upon reapplication, the Owner shall be required to pay the full Short-Term Rental Unit Operating Permit application fee. During the pendency of any appeal to the Board of Adjustments and Appeals or to any Court as provided herein, the revocation or suspension decision of the Code Official or of the Board, respectively, shall remain in effect.

(h) *Emergency Suspension*. Notwithstanding any other provision of this Chapter, the chief of police, the fire chief, or the Code Official, or their designee(s), may temporarily suspend a Short-Term Rental Unit Operating Permit and order a temporary cessation of Short-Term Rental operations in a situation involving an immediate danger to public health, safety, or welfare, or to investigate criminal activity that has allegedly occurred on the premises. The chief of police, the fire chief, or the Code Official, or their designee(s), shall give immediate written notice of the temporary suspension/cessation order to the Owner if present at the premises, or to the Local Contact Person or to any occupant, who shall be required to immediately comply with the order. Thereafter, within a reasonable time, using the most efficacious means possible, the chief of police, the fire chief, or the Code Official, or their designee(s), shall give written notice of the temporary suspension/cessation order to the permit holder, if not previously served, along with a brief statement of the facts and reasons for the decision to suspend the Short-Term Rental Unit Operating Permit and to terminate the operation of the Short-Term Rental Unit. Such notice shall state that the matter of the temporary suspension/cessation will be heard by the Board of Adjustments and Appeals at the first regularly scheduled board meeting thereafter, or at a special called board meeting, either of which to be held not later than five (5) calendar days from the date of issuance of the temporary suspension/cessation order, unless the Owner shall request in writing additional time, not to exceed ten (10) days, said request to be filed with the board, during

which time the temporary suspension/cessation shall continue. The temporary suspension and order of cessation shall be effective when issued by the chief of police, the fire chief, or the Code Official, or their designee(s), and shall remain in effect until the Board of Adjustments and Appeals reviews the facts, circumstances, and reasons for the temporary suspension and makes a determination whether there is just cause for the suspension to continue, but in no event shall the temporary suspension and cessation order continue beyond ten (10) calendar days without a hearing thereon by the Board of Adjustments and Appeals. At the public hearing, the board may, after a finding of just cause as provided herein, suspend the Operating Permit for a definite time period or may revoke the Operating Permit. If no finding of just cause is established, the board may immediately rescind the temporary suspension, lift the cessation order, and reinstate the Operating Permit.

Section 5-310. City Shall Have No Obligation to Enforce Private Rights or Agreements; No Third Party Beneficiaries.

The City of Clarksville shall not have any duty or obligation or be responsible for making a determination regarding whether the issuance of a Short-Term Rental Unit Operating Permit or the use of a dwelling as a Short-Term Rental Unit is permitted under any private agreement(s) or any covenants, conditions, and restrictions, or private codes, or under any of the regulations or rules of a homeowners' association or maintenance organization, condominium agreement, mortgage agreement, insurance contract, or any other contract or agreement that may be applicable governing and limiting the use of the Short-Term Rental Unit, and the City shall have no enforcement obligations in connection with such private agreements or covenants, conditions and restrictions or such regulations or rules. The provisions of this chapter, nor the approval of or issuance of any Short-Term Rental Unit Operating Permit shall not be construed to confer any third-party beneficiary status upon any person, business entity, organization or association as against the City of Clarksville.

Section 5-311. Operational Requirements.

(a) *Safety Standards*. Notwithstanding any code provision to the contrary, during each Short-term Rental Unit Occupancy, each Short-term Rental Unit shall have, at minimum, the following life safety equipment on the premises and installed to manufacturer specifications: (i) a smoke alarm meeting Underwriters Laboratory (UL) 217 standards inside each sleeping room, outside of and within fifteen (15) feet of sleeping rooms, and on each story of the dwelling unit, including basements; (ii) a carbon monoxide detector within fifteen (15) feet of all bedrooms; and (iii) and a fire extinguisher. Every smoke and carbon monoxide alarm must function properly with the alarm sounding after pushing the test button and the fire extinguisher must be operational. It shall be unlawful to operate a Short-term Rental Unit without a smoke alarm, carbon monoxide detector, or fire extinguisher as required by this Chapter.

(b) *Taxes*. All Short-Term Rental Unit Owners shall be responsible to pay all applicable taxes, including, but not limited to, real and personal property taxes, the hotel/motel tax, sales taxes, gross receipts taxes, and any employment and income taxes, as may be levied or assessed by the City, Montgomery County, the State of Tennessee, or the United States of America.

(c) *Advertising*. It shall be unlawful to advertise any Short-Term Rental Unit without the Operating Permit number clearly displayed on the advertisement. For the purposes of this Chapter, the terms "advertise," "advertising" or "advertisement" mean the act of drawing the public's attention to a Short-Term Rental Unit in any forum, whether electronic or non-electronic, in any media or medium, in order to promote the availability of the Short-Term Rental Unit.

(d) *Maximum Occupancy*. The maximum occupancy of any Short-Term Rental Unit by Transient Guests shall not exceed the maximum occupancy limits as prescribed by the Operating Permit. Simultaneous rental to more than one party under separate contracts shall be prohibited.

(e) *Age Requirement*. The principal renter (Transient Guest) of a Short-Term Rental Unit shall be at least eighteen (18) years of age.

(f) *Use of Short-Term Rental Unit*. No Transient Guest may use a Short-Term Rental Unit for on-site business or commercial purposes during any rental period.

(g) *Parking*. Each Short-Term Rental Unit shall provide at least one parking space per bedroom offered for rent.

(h) Reserved.

(i) Reserved.

(j) *Food Service*. No food shall be prepared for, or served to, the Transient Guest(s) by the Owner for any consideration.

(k) *Contact Information Shall Be Posted*. The name and telephone number of the Local Contact Person(s) shall be conspicuously posted within the Short-Term Rental Unit.

(l) *Compliance with Clarksville City Code*. The Owner shall ensure that the use of the Short-Term Rental Unit complies with all applicable noise, nuisance, parking, trash, and property maintenance code, ordinances, regulations, and all other provisions of the City Code. A prohibition against making loud noise in such a manner as to disturb the quiet, comfort or repose of neighboring property owners shall be included in the Short-Term Rental Unit rules and contained in the Short-Term Rental Unit lease agreement.

Section 5-312. Effect of Chapter During Declared State of Emergency.

The provisions of this Chapter, in whole or in part, may be suspended during the pendency of any lawfully declared state of emergency issued by the President of the United States of America, the Governor of the State of Tennessee, or by the Mayor of the City of Clarksville, which may include, but is not limited to, a temporary prohibition on the rental of a Short-Term Rental Unit by an Owner who possesses an otherwise legally valid Short-Term Rental Unit Operating Permit, or on the use or occupation of same by any Transient Guest as defined herein, to the extent permitted or not otherwise prohibited by federal or state law of general application.

~~**Section 5-313. Severability.**~~

~~If any section, paragraph, sentence, phrase, term, or word of this Chapter for any reason be declared unlawful, invalid, unenforceable, or void, by a court or other administrative tribunal of competent jurisdiction, then the remainder of this chapter shall remain in full force and effect.~~

FIRST READING:	February 4, 2021
POSTPONED:	March 4, 2021 to April 1, 2021
SECOND READING:	
EFFECTIVE DATE:	

RESOLUTION 59-2020-21

A RESOLUTION REQUESTING THE TENNESSEE GENERAL ASSEMBLY TO ENACT LEGISLATION TO AMEND THE OFFICIAL CHARTER OF THE CITY OF CLARKSVILLE

WHEREAS, the City Council finds that the best interests of the City would be served by the enactment of certain amendments to the Charter of the City of Clarksville, as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the City Council formally requests that the Tennessee General Assembly enact an amendment to the City's private act, state law Charter, as set forth in Exhibit A; and

WHEREAS, the City Council formally requests that the local state delegation members of the Tennessee General Assembly to sponsor and support legislation to amend the City Charter as set forth in Exhibit A.

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

1. That the Tennessee General Assembly is hereby requested to enact legislation to amend the Official Charter of the City of Clarksville, as set forth in Exhibit A, attached hereto and incorporated herein.

2. That the local state delegation members of the Tennessee General Assembly are hereby requested to sponsor and support legislation to amend the City Charter, as set forth in Exhibit A, attached hereto and incorporated herein.

POSTPONED: March 4, 2021 to April 1, 2021
ADOPTED:
RATIFIED:

EXHIBIT A

1. (Reynolds) That the **City Charter**, **Article I. Charter, Definitions, Corporate Limits, and Powers**, **Section 2. Definitions**, subsections (a) (4), and (b), are hereby amended by deleting same in the entirety, and substituting therefore as new subsections (a) (4) and (b) as follows:

   Section 2. Definitions.
   (a)…
   (4) "Councilperson" or "Council member" shall mean a person elected to the city council as provided in this Charter.

   …
   (b) Reserved.

2. (Reynolds) That the **City Charter**, **Article II. City Council**, **Section 3. City Council designated; eligibility for office**, is hereby amended by adding a new subsection (d) as follows:

   Section 3. City Council designated; eligibility for office.
   (a) …

   (d) Any City Council member who no longer resides in the ward from which they were elected to serve shall resign from their office immediately thereafter.

3. (Allen) That the **City Charter**, **Article II. City Council**, **Section 3. City Council designated; eligibility for office**, subsections (a) and (c)(1), is hereby amended by deleting subsections (a) and (c)(1) in the entirety, and by substituting therefore a new subsection (a) and (c)(1) as follows:

   (a) The governing body of the City shall be known as the "City Council" and shall be composed of a Mayor and as many Councilmen as there are wards in the City. Candidates for Mayor and City Councilman shall be residents of the City of Clarksville and shall have resided in the City for twelve (12) months next preceding their election, and shall be qualified to vote in the election in which they are candidates. Candidates for City Councilman, other than the Mayor, shall also reside in and be qualified to vote in the ward to which they seek election at the time said candidate files his election qualifying petition with the Montgomery County Election Commission. City Councilmen, other than the Mayor, shall continue to reside and/or retain ownership of residence for the duration of their term of office, in the ward from which they were elected to serve. City Councilmen shall continue to remain registered to vote in the ward in which they were elected. They may not seek re-election unless the residence is their primary residence. The Mayor shall continue to reside within the City limits and/or retain

ownership of residence for the duration of the Mayor's term of office. The Mayor may not seek re-election unless the residence is their primary residence.

…

(c) For purposes of this section, a person's "principal residence" shall be that place in which the person's habitation is fixed, and to which, whenever the person is absent, the person has a definite intention to return. There can be only one "principal residence." The following factors may be considered in the determination of a person's "principal residence":

(1) The location of a person's ownership, lease, possession, occupation, or use of inhabitable or residential real property owned, leased, possessed, occupied, or used by such person;

4. (Reynolds) That the **City Charter**, **Article II. City Council**, **Section 4. Term limits for Councilmen**, is hereby amended by deleting the word "consecutive" wherever same shall appear in Section 4, and by deleting subsection (c) in its entirety.

5. (Garrett) That the **City Charter**, **Article II. City Council**, **Section 4. Term limits for Councilmen**, is hereby amended by deleting Section 4 in its entirety, and substituting therefore the following:

Section 4. Reserved.

[Drafter's Note: If item number 4 passes, then obviously item number 3 will become a nullity.]

6. (Garrett) That the **City Charter**, **Article II. City Council**, **Section 15. Restrictions on Councilmen**, is hereby amended by deleting Section 15 in its entirety, and substituting a new Section 15 therefore as follows:

Section 15. Restrictions on City Council Members.

(a) The City Council, and its committees, shall act in all matters as a body, and no member shall seek individually to influence the official acts of the Mayor or any other officer or employee of the City, or to direct or request the appointment of any person to, or his removal from, any office or position of employment, or to interfere in any way with the performance of duties by any officer or employee. Nothing contained herein shall prevent the City Council or its committees from conducting such inquiries into the operation of City government and the conduct of the City's affairs as the City Council or its committees may deem proper. As a body, by resolution, the City Council may

request the removal of a department head, to include but not limited to the City Attorney and City Clerk, based on just cause, as defined in the City Code provisions pertaining to discipline of City employees.

(b) City Council members, to include the Mayor, may be employed by the City as an employee, and may hold office as an elected official and while being employed as an employee of the City, and may receive the compensation and benefits due by law as an elected official and employee at the same time.

7. (Reynolds) That the **City Charter**, **Article II. City Council**, **Section 15. Restrictions on Councilmen**, is hereby amended by adding a new subsection (c) as follows:

Section 15. Restrictions on City Council Members.
(a) …

(c) No City Council member shall concurrently hold another publicly elected office with either the city, county, state, or federal governments. This provision shall not apply to any City Council member serving any current term of publicly elected office, and any such City Council member may continue to serve as a City Council member until the expiration of their current term as a City Council member, while holding any other publicly elected office with the city, county, state or federal governments.

8. (Garrett) That the **City Charter**, **Article IV. Mayor; Power and Duties Generally**, **Section 1. Mayor; powers and duties generally**, subsections (b), (g) and (i) are hereby amended by deleting said subsections in the entirety, and by substituting therefore new subsections (b), (g) and (i) as follows:

Section 1. Mayor, Power and Duties Generally.
(a) …
(b) The Mayor shall preside at all meetings of the City Council, and perform such other duties consistent with his office as may be imposed by the City Council, and the Mayor shall have a seat, a voice, and the right to vote but only in cases of a tie vote by the City Council ward members. The Mayor may introduce ordinances and resolutions for action by the City Council.
…
(g) The Mayor shall have the power to appoint all standing committee as the Mayor may deem necessary, with approval by the City Council by majority vote.
…

(h) The Mayor shall have no right or power to veto any ordinance duly adopted by the City Council.

9. (Reynolds) That the **City Charter**, **Article V. City Court**, **Section 2. Election of City Judge; term of office, subsection (c)**, is hereby amended by deleting the word "consecutive" wherever same shall appear in subsection (c), and by deleting the last sentence of subsection (c) in its entirety.

[Drafter's Note: If item number 9 passes, then obviously item number 8 will become a nullity.]

10. (Garrett) That the **City Charter**, **Article V. City Court**, **Section 2. Election of City Judge; term of office**, **subsection (c)**, is hereby amended by deleting subsection (c) in its entirety, and by substituting a new subsection (c) therefore as follows:

Section 2. Election of City Judge; term of office.

(a) …
(b)
(c) Reserved.

ORDINANCE 83-2020-21

AN ORDINANCE AUTHORIZING THE SALE OF A PORTION OF CITY OWNED PROPERTY LOCATED NEAR EXIT 8 OFF INTERSTATE 24 (CLARKSVILLE ATHLETIC COMPLEX) TO SILICON RANCH CORPORATION FOR THE PURPOSE OF DEVELOPMENT, CONSTRUCTION, INSTALLING, OPERATING, MAINTAINING, AND MANAGING A SOLAR POWER GENERATION FACILITY

WHEREAS, the City of Clarksville owns certain real property located near Exit 8 off of Interstate 24 that has been designated for future development and use as a large athletic complex; and

WHEREAS, the City Council finds that a substantial portion of that property is not suitable for use for athletic fields; and

WHEREAS, the Silicon Ranch Corporation (Silicon Ranch) is a business that develops, constructs, installs, operates, maintains, and manages solar power generating facilities; and

WHEREAS, Silicon Ranch desires to purchase from the City an option to purchase a portion of the Exit 8 Athletic Complex land owned by the City for the purpose of developing, constructing, installing, operating, maintaining, and managing a solar power generating facility; and

WHEREAS, the City of Clarksville, through its Clarksville Department of Electricity Lightband (CDE) , as a retail local power company (LPC) that sells electricity to end user customers, has a long term contract with the electric power wholesaler the Tennessee Valley Authority (TVA) to purchase electric power; and

WHEREAS, TVA has established a green sustainable energy program to allow LPCs to purchase a portion of their electric power needs from non-TVA companies using green, sustainable, renewable energy production resources / facilities; and

WHEREAS, Silicon Ranch and the City of Clarksville, through CDE, desire to enter into a long term contract for the purchase of wholesale electric power by CDE from Silicon Ranch, using the solar power generating facility referred to herein; and

WHEREAS, the City Council finds that the best interests of the City would be served by selling a portion of the City owned Exit 8 Athletic Complex property, being 142 acres +/-, to Silicon Ranch for the purpose of Silicon Ranch to develop, construct, install, operate, maintain, and manage a solar power generating facility to generate and sell electrical power to the City of Clarksville, CDE.

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

That the Clarksville City Council hereby authorizes the sale of a portion of City owned property located near Exit 8 off of Interstate 24, known as the future Clarksville Athletic Complex, being 142 acres +/-, and being more particularly described in the attached Option Purchase agreement, upon the terms and conditions stated in the Option Purchase agreement, attached hereto and incorporated herein, to include the stated purchase price of Three Million and Four Hundred and Eighty Thousand Dollars and Zero Cents ($3,480,000.00).

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

Prepared By and Return To:

Dylan Hall
Silicon Ranch Corporation
222 2nd Ave. S, Ste 1900
Nashville, Tennessee 37201

PURCHASE OPTION

THIS PURCHASE OPTION (the "Agreement"), is entered into as of _____ day of _____, 2021 (the "Effective Date"), by and between Silicon Ranch Corporation, a Delaware corporation ("Buyer"), and The City of Clarksville, a Tennessee Municipal Corporation ("Seller").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located in Montgomery County, Tennessee, and more particularly described on Exhibit A (the "Property"); and

WHEREAS, Buyer is interested in developing, constructing, installing, and operating a solar electric generating system on the Property for the production and distribution of electricity (the "Project"); and

WHEREAS, Seller has agreed to grant Buyer an option to purchase the Property so that Buyer may negotiate a purchase power agreement (a "PPA") for the electricity to be generated by the Project and secure financing to develop the Project.

NOW THEREFORE, for and in a good and valuable consideration as identified in paragraph 1.3 OPTION CONSIDERATION, the mutual covenants, promises, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I.
OPTION

1.1 Option. Seller hereby grants to Buyer the exclusive right and option (the "Option") to purchase the Property.

1.2 Option Term. The term of the Option (the "Option Term") shall be twelve (12) months, commencing on the Effective Date and expiring on the twelfth (12th) month anniversary thereof. So long as Buyer is not in default of this Agreement and at least three (3) months prior to the end of the then current Option Term, Buyer may obtain two (2) additional one (1) year Extension Periods, under the terms contained herein.

1.3 Option Consideration. As consideration for the Option, Buyer will pay Seller the sum of Ten Thousand and No/100 Dollars ($10,000.00) for the first one (1) year option, (the "Option Consideration"). The Option Consideration shall be nonrefundable subject to the terms of this Agreement and shall be applied against the Purchase Price at Closing. Option Consideration shall be retained by Seller in the event the transaction does not close.

1.4 Purchase Price. If Buyer exercises the Option, the purchase price (the "Purchase Price") for the Property shall be Three Million Four Hundred Eighty Thousand and No/100 Dollars ($3,480,000.00). Subject to the credits and adjustments provided for herein, the entire Purchase Price shall be paid by Buyer to Seller, in immediately available funds, at the closing and consummation of the transaction contemplated by this Agreement (the "Closing").

1.5 Extension of Option Term. Buyer may extend the Option Term for Two (2) additional periods (each, an "Extension Period") subject to the following conditions. If exercised, the First Extension Period shall be twelve (12) months in duration and shall commence at the expiration of the Option Term if Buyer deposits with Seller the sum of Twenty Thousand and No/100 Dollars ($20,000.00) (the "First Extension Payment") before the expiration of the Option Term, and under the terms contained herein. If exercised, the Second Extension Period shall be twelve (12) months in duration and shall commence at the expiration of the First Extension Period if Buyer deposits with Seller the sum of Thirty Thousand and No/100 Dollars ($30,000.00) (the "Second Extension Payment") before the expiration of the First Extension Period, and under the terms contained herein. The First Extension Payment and the Second Extension Payment (each sometimes referred to herein as an "Extension Payment") shall be nonrefundable subject to the terms of this Agreement and shall be applied against the Purchase Price at Closing. Option Extension Consideration shall be retained by Seller in the event the transaction does not close, for any reason.

1.6 Delayed Entry. The property is subject to a Farm Lease with Teeter Farm & Seed Company, LLC. Buyer shall not enter, disturb, disrupt or damage the property before December 1, 2021.

ARTICLE II.
PRE-CLOSING COVENANTS

2.1 Right of Entry. Subject to paragraph 1.6 herein, while this Agreement remains in force and effect, Buyer and Buyer's agents, employees, contractors and representatives shall have the right to enter upon the Property for purposes of performing inspections, tests, land planning, site assessments, geotechnical reviews (including, but not limited to, soil tests and borings), environmental assessments, surveys, engineering, meteorological and feasibility studies and other similar activities as Buyer deems necessary or desirable; provided, however, any such entry shall be made during reasonable daytime hours and upon at least forty- eight (48) hours' notice to Seller. Buyer agrees to protect, indemnify and hold Seller harmless from any and all legal claims or liability associated with Buyer, its authorized agents, employees and independent contractors resulting from said access to and on the property. Buyer will be responsible for any reasonable direct costs associated with repairing damage caused to the Property resulting from Buyer's entry. Buyer's shall not enter, disturb, disrupt, damage or interfere with the use under the existing Farm Lease with Teeter Farm & Seed Company, LLC and Buyer shall indemnify and hold Seller harmless form any and all claims related to Buyer and Buyer's agents, employees, contractors and representatives entry.

2.2 Survey. A survey of the Property shall be prepared at Buyer's expense by a reputable land surveyor selected by Buyer. After the survey has been prepared, the legal description attached hereto as Exhibit A shall be replaced by a new Exhibit A containing a legal description based upon the survey and, thereafter, such new legal description shall be the legal description of the Property for all purposes relating to this Agreement.

2.3 Cooperation. Upon Buyer's request, Seller agrees at no cost or liability to cooperate with, assist and join in Buyer's efforts to obtain a PPA and any other agreements, financing, permits, licenses, variances, easements, releases, and approvals that Buyer deems necessary or desirable for its acquisition of the Property or development of the Project. Seller agrees to provide to Buyer, within thirty
(30) days of execution hereof, copies of all leases, contracts, and agreements relating to the Property, title insurance policies, certificates of title, title opinions, other prior searches or certifications of the surface or minerals of the Property, surveys, plats, or other maps of the Property within Seller's custody or control.

2.4 Alterations or Improvements. While this Agreement remains in force and effect: (i) Seller shall not make any improvements, changes, alterations or additions to the Property, except all activites under the Farm Lease with Teeter Farm & Seed Company, LLC is expressly permitted; and (ii) Seller shall not enter into any additional agreements encumbering the Property.

2.5 Monetary Liens. Notwithstanding anything to the contrary contained herein, Seller shall cause all liens, monetary judgments, mortgages, deeds of trust, security interests and other similar agreements encumbering the Property (collectively "Monetary Liens") to be released and discharged at or prior to Closing. In the event Seller fails to release and discharge all of the Monetary Liens by Closing, Buyer may, in addition to any of the other available remedies, take all actions necessary to cause such Monetary Liens to be released and discharged and offset the cost thereof against the Purchase Price.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations & Warranties. As of the Effective Date and the Closing, Seller represents, warrants and covenants to Buyer that:

(i) the execution, delivery and performance of this Agreement by Seller (A) does not conflict with or result in a violation of any judgment, order or decree of a court or arbiter which is binding upon Seller or the Property, and (B) does not constitute a default under any contract, agreement or other instrument by which Seller or the Property are bound;

(ii) Seller is not party to any lawsuits, governmental actions or other proceedings that could affect Seller's ability to perform its obligations under this Agreement and, to Seller's knowledge, no such lawsuits, actions or proceedings are being threatened;

(iii) Seller is not party to any lawsuits, governmental actions or other proceedings (including, but not limited to, condemnation or eminent domain proceedings) related to the Property and, to Seller's knowledge, no such lawsuits, actions or proceedings are being threatened;

(iv) to Seller's knowledge, no hazardous or toxic substances, materials, wastes, pollutants or contaminants (collectively, "Hazardous Substances") have been discharged, released, stored, generated or allowed to escape on, under or about the Property in violation of applicable laws or in quantities that could require monitoring, investigation, removal or remediation under applicable laws; and

(v) Seller is not a person with whom U.S. persons are prohibited from doing business with under Legal Requirements, including, without limitation, the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224 and the USA Patriot Act.

As of the Effective Date and the Closing, Buyer represents, warrants and covenants to Seller that:

(i) the execution, delivery and performance of this Agreement by Buyer (A) does not conflict with or result in a violation of any judgment, order or decree of a court or arbiter which is binding upon Buyer or the Property, and (B) does not constitute a default under any contract, agreement or other instrument by which Seller is bound;

(ii) Buyer is not party to any lawsuits, governmental actions or other proceedings that could affect Seller's ability to perform its obligations under this Agreement and, to Buyer's knowledge, no such lawsuits, actions or proceedings are being threatened;

(iii) Buyer is not a person with whom U.S. persons are prohibited from doing business with under Legal Requirements, including, without limitation, the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224 and the USA Patriot Act.

ARTICLE IV.
CLOSING

4.1 Conditions to Closing. Notwithstanding Buyer's exercise of the Option, Buyer's obligation to purchase the Property under this Agreement is contingent upon the following conditions being satisfied at the time the Closing is scheduled to take place:

(i) each representation and warranty of Seller being true and accurate as of the Closing, and Seller not having defaulted under or breached any of the provisions of this Agreement;

(ii) Buyer being able to obtain (A) an ALTA Owner's Policy of Title Insurance 6-17-06 (the "Title Policy"), issued by and through a title company acceptable to Seller (the "Title Company") , in the amount of the Purchase Price, insuring that good and marketable fee simple absolute title to the Property is vested in Buyer, subject only to the real property taxes for the year which the Closing shall occur and subsequent years, a lien, but not yet due and payable, easements, restrictions, reservations and other matters of record as of the Effective Date (except monetary liens which shall be paid by Seller prior to or at Closing) and the Title Company's standard printed exclusions from coverage (the "Permitted Exceptions"), or (B) a marked-up title commitment irrevocably and unconditionally agreeing to issue the Title Policy to Buyer;

(iii) no material adverse change occurring in the physical condition of Property, including, without limitation, environmental condition;

(iv) no action or proceeding which is adverse to the Property or Buyer's intended development of the Property having been instituted or threatened in any court or by governmental authority (including, but not limited to, condemnation or eminent domain proceedings); and

(v) Buyer being satisfied in its sole and absolute discretion that the Property is and will be suitable for its intended use including but not limited to the Project and that such use will be free from interference by current and potential future mineral operations upon the Property.

If any of the conditions set forth in this section are not satisfied at the time the Closing is scheduled to occur, then Buyer may, at its option, terminate this Agreement by written notice to Seller. Nothing contained in this section shall be deemed to limit the rights and remedies available to Buyer as a result of Seller's default under or breach of this Agreement.

Seller's obligation to sell the Property under this Agreement is contingent upon the following conditions being satisfied at the time the Closing is scheduled to take place:

(i) Each representation and warranty of Buyer being true and accurate as of the Closing, and Buyer not having defaulted under or breached any of the provisions of this Agreement;
(ii) Full approval of the transaction by the Clarksville City Council; and
(iii) Receipt of full payment under this Agreement.

If any of the conditions set forth in this section are not satisfied at the time the Closing is scheduled to occur, then Seller may, at its option, terminate this Agreement by written notice to Buyer. Nothing contained in this section shall be deemed to limit the rights and remedies available to Seller as a result of Buyer's default under or breach of this Agreement.

4.2 Closing Date. Buyer can exercise the option at any time before the end of the Option Term by giving written notice of its election to exercise the option to Seller at the address specified in Paragraph 8.1 herein. If Buyer exercises the Option, the Closing shall occur on or before 5:00 p.m. local time on the date that is thirty (30) days after Buyer notifies Seller that it is exercising the Option. The

parties intend to close remotely with counterpart documents to be delivered to the Closing Agent, unless otherwise agreed upon by the Parties in writing. The Closing Agent shall be designated by Seller. Buyer shall have the right to schedule the Closing for any date prior to the one specified in this section by giving Seller at least five (5) business days' advance written notice of such date and obtaining acknowledgement of said date by Seller.

4.3 Closing. At the Closing, Seller shall deliver the following items to Buyer, properly executed and notarized and in form and substance reasonably acceptable to Buyer:

(i) a special warranty deed (the "Deed") conveying good and marketable fee simple title to the Property to Buyer, together easements appurtenant to the Property, and any minerals or mineral interests under the Property, if any. Seller shall convey the Property to Buyer (and the warranties contained in the Deed shall be made) subject only to the Permitted Exceptions;

(ii) A waiver of surface rights in form and substance reasonably acceptable to Buyer in which Seller waives and releases all rights to, and covenants not to, use the surface of the Property for any purpose, including without limitation exploring, drilling, mining, producing or any actions of any kind or nature to extract minerals;]

(iii) Intentionally Left Blank

(iv) closing disbursements evidencing the satisfaction and termination of all Monetary Liens. Seller shall furnish Buyer with copies of recorded releases of all Monetary Liens within a reasonable time after Closing;

(v) an owner's affidavit sufficient to cause the exceptions for mechanics' and materialmen's liens, the rights of parties in possession (except as under the provisions of the Commercial Lease) and unrecorded matters to be deleted from the Title Policy, and such other documents as the title company may require to issue the Title Policy to Buyer, subject to the acknowledgment, understanding and acceptance that the Seller is a Municipal Corporation and no indemnities or indemnifications, in any form, will be provided by Seller and

(vi) all other documents, instruments, certificates and affidavits that are reasonably required to carry out the transaction contemplated by this Agreement, including, but not limited to, an IRS §1445 Certificate, subject to the acknowledgment, understanding and acceptance that the Seller is a Municipal Corporation and no indemnities or indemnifications, in any form, will be provided by Seller.

In addition, immediately upon the completion of the Closing, Seller shall deliver exclusive possession of the Property to Buyer.

4.4 Closing Costs. At Closing: (i) Buyer shall pay the fees charged by the Closing Agent to coordinate the Closing; (ii) Buyer shall pay the cost of the Title Policy; (iii) Buyer shall pay the fees charged by the Escrow Agent to hold the Earnest Money in escrow; (iv) Buyer shall pay all transfer taxes; and (v) Buyer shall pay all recording costs associated with the recording of the Deed. Each of the parties shall be responsible for paying the attorneys' fees it incurs in connection with the transaction contemplated by this Agreement.

4.5 Closing Statement. At Closing, Seller and Buyer shall execute and deliver a closing statement which shall set forth the Purchase Price, all credits against the Purchase Price and the amount of all prorations, adjustments, payments and disbursements required under this Agreement.

ARTICLE V.
PRORATIONS, CREDITS AND ADJUSTMENTS

5.1 Calculation. All prorations provided to be made under this section "as of the Closing" shall be made as of 11:59 P.M. local time on the date of the Closing, with the effect that Seller shall pay the portions of the expenses being prorated hereunder that are allocable to periods on or before the date of Closing and Buyer shall pay the portions of expenses being prorated hereunder that are allocable to periods after the date of Closing.

5.2 Property Taxes. Real property taxes and assessments (general and special, public and private) levied against the Property for the year in which the Closing takes place shall be prorated between Seller and Buyer as of the Closing and paid at Closing, and Seller shall also pay any unpaid real property taxes and assessments allocable to prior years at such time. If any real property tax or assessment to be paid by the Seller and Buyer under this Agreement cannot be paid at Closing, Buyer shall receive a credit against the Purchase Price equal to Seller's share thereof, and Buyer shall thereafter be responsible for tendering the amount of such credit to the taxing authorities.

5.3 Utility Expenses and Deposits. Seller shall pay, when due, all charges for utilities furnished to the Property prior to Closing, and Seller shall be entitled to retain any utility deposits made by Seller which are refunded. Buyer shall be responsible for making arrangements for the continuation of utilities to the Property following Closing; provided Seller agrees to cooperate with Buyer in connection therewith and, to the extent necessary, to allow Buyer to obtain such utilities, including, without limitation, closing any utility accounts maintained by Seller.

5.4 Unknown Amounts. In the event any amount to be prorated between the parties or credited to either of the parties under the terms of this Article V is not known with certainty as of the Closing, the parties shall use an estimate of such amount at Closing, with a readjustment to be made between the parties after Closing as soon as such amount is finally known. If more current information is not available, such estimates shall be based upon the prior operating history of the Property and the most recent prior bills.

5.5 Farm Lease. Seller has informed Buyer that Seller annually leases the Property to a farmer (the "Farm Lease Tenant") for the sole purpose of farming crops ("Farm Lease") and that each such Farm Lease terminates November 10, 2021.

ARTICLE VI.
DEFAULT AND REMEDIES

6.1 Seller's Failure to Close/Buyer's Remedies. If Seller fails to sell the Property to Buyer and such failure constitutes a default under this Agreement, then, unless Seller cures such failure within thirty (30) business days after Buyer gives it written notice thereof, Buyer, as its sole and exclusive remedy, may terminate this Agreement and receive Five Thousand Dollars and No/100 ($5,000.00) and a refund of the Option Consideration and all Extension Payments, as applicable, as full and agreed upon liquidated damages and the parties shall have no further obligations hereunder. Buyer and Seller agree that said liquidated damages are reasonable given the circumstances now existing, including, without limitation, the range of harm to Seller that is reasonably foreseeable and the anticipation that proof of Seller's actual damages would be costly, impractical and inconvenient. BUYER ACKNOWLEDGES THAT IT: (i) HAS READ THIS SECTION AND UNDERSTANDS THE SAME; AND (ii) SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES THAT IT MAY BE ENTITLED TO PURSUE AT LAW OR IN EQUITY ON ACCOUNT OF BUYER'S FAILURE TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE.

6.2 Buyer's Failure to Close/Seller's Remedies. If Buyer fails to purchase the Property and such failure constitutes a default under this Agreement, then, unless Buyer cures such failure within five (5) business days after Seller gives it written notice thereof, Seller, as its sole and exclusive remedy, may terminate this Agreement and retain the Option Consideration and all applicable Extension Payments as full and agreed upon liquidated damages. Buyer and Seller agree that said liquidated damages are reasonable given the circumstances now existing, including, without limitation, the range of harm to Seller that is reasonably foreseeable and the anticipation that proof of Seller's actual damages would be costly, impractical and inconvenient. SELLER ACKNOWLEDGES THAT IT: (i) HAS READ THIS SECTION AND UNDERSTANDS THE SAME; AND (ii) SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES THAT IT MAY BE ENTITLED TO PURSUE AT LAW OR IN EQUITY ON ACCOUNT OF BUYER'S FAILURE TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE.

6.3 Other Defaults/Remedies. Except as otherwise provided in Sections 6.1 and 6.2 above, if Seller or Buyer defaults under any of the terms of this agreement, then, unless such default is cured within five (5) business days after the non-defaulting party gives the defaulting party written notice thereof or fifteen (15) business days, if such default cannot be cured within said five (5) business day period and the defaulting party commences to cure such default during the five (5) business day period and diligently and continuously pursues a cure, the non-defaulting party shall have the right to obtain all remedies available at law or in equity, including, without limitation, injunctive relief. Notwithstanding anything to the contrary contained herein, in no event shall either party be liable for exemplary or punitive damages as a result of its default under this Agreement.

ARTICLE VII.
CONDEMNATION

7.1 Condemnation. Prior to the Closing, Seller shall bear the entire risk of loss with respect to the Property caused by any taking of the Property by power of eminent domain (a "Taking"). If there is a Taking and Buyer exercises the Option, then Seller shall assign, transfer and convey all condemnation awards paid or payable as a result of the Taking to Buyer at Closing; provided if such transfer would impair recovery of any such amounts, the Purchase Price shall be reduced by and Seller shall retain such amounts. Seller shall not reach a settlement or agreement related to any Taking, unless Buyer consents to the settlement or agreement, in writing.

ARTICLE VIII.
GENERAL PROVISIONS

8.1 Notices. All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either Seller or Buyer under the Agreement shall be properly given only if made in writing and sent to the address of Seller or Buyer, as applicable, set forth below by hand delivery, U.S. Certified Mail, Return Receipt Requested, or nationally recognized overnight delivery service. Such Notices shall be deemed received upon receipt if sent hand delivery and upon deposit if sent by U.S. Mail or nationally recognized overnight delivery service.

If to Seller: City of Clarksville, Tennessee
City Attorney Office
One Public Square
Clarksville, TN 37040

If to Buyer: Silicon Ranch Corporation
222 Second Avenue South, Suite 1900
Nashville, TN 37201

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

8.2 Brokers. On the Effective Date and at Closing, Seller and Buyer represent and warrant to each other that they have not dealt with any broker, brokerage firm, listing agent or finder in connection with the transaction contemplated by this Agreement..

8.3 Covenants Running With Land. Buyer shall have the right to record this Agreement. Buyer rights under this Agreement shall run with the land and be superior to any right, estate, claim or interest in the Property (including, but not limited to, any agreement affecting the Property) that is first created or recorded after this Agreement. If Buyer acquires any portion of the Property, Buyer shall have the right, at Buyer's option, to terminate any such subordinate right, estate, claim, interest or agreement, at no cost or liability to Buyer, or to accept title subject thereto.

8.4 Entire Agreement. This Agreement (i) constitutes the entire agreement and understanding of Buyer and Seller with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Buyer and Seller.

8.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective.

8.6 Survival. All of the representations, warranties, covenants and other provisions of this Agreement shall survive the Closing and the delivery of the deed.

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

8.8 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8.9 No Waiver. No waiver by Seller or Buyer of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any right or remedy accruing to Seller or Buyer upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or another provision of this Agreement.

8.10 Assignment. Buyer may not assign its rights and obligations under this Agreement, without express written consent by Seller.

8.11 Construction of Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against any of the parties hereto. Seller and Buyer have both agreed to the particular language of this Agreement, and any question regarding the meaning of any provision of this Agreement shall not be resolved by a rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. In this Agreement, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and vice versa, where the context so indicates.

8.12 Time of the Essence. For purposes of this Agreement, time shall be considered of the essence.

8.13 Memorandum of Option. Buyer shall have the right to record a memorandum of option in the real property records of Montgomery County, TN

8.14 Attorneys' Fees. In the event any legal proceeding is commenced related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees, costs and expenses of litigation from the non-prevailing party therein.

8.15 Exhibits. Buyer and Seller acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

8.16 Dates. If any date set forth in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be deemed to be automatically revised so that such date falls on the next occurring business day.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SELLER:

The City of Clarksville,
a Tennessee Municipal Corporation

By:_____
Joe Pitts, Mayor

Attested to:

_____

ACKNOWLEDGMENT CERTIFICATE

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this____day of_____, 2021, by _____.

_____
Notary Public

My commission expires: ____

(NOTARIAL SEAL)

BUYER:

SILICON RANCH CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT CERTIFICATE

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this_____day of_____, 2021 by _____,_____ of Silicon Ranch Corporation, a Delaware corporation, on behalf of such corporation.

_____
Notary Public

My commission expires: _____

(NOTARIAL SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel: [APN NUMBERS]
Acres: Up to approx. [AGGREGATE ACREAGE]

[OVERHEAD IMAGE OF PROPERTY]

LAND DESCRIPTION OF A PORTION OF THE CITY OF CLARKSVILLE PROPERTY

Being a parcel of land in the 1st Civil District of Clarksville, Montgomery County, Tennessee, said parcel being tax map 58 parcel 4.04 & 4.05, and tax map 57 parcel 21.00 said parcel being the City of Clarksville Property as recorded in Volume (Vol.) 1821, page 338 Register's Office Montgomery County, Tennessee (ROMCT), said parcel being generally described as east of and adjacent to Interstate 24, south of Rossview Road, north of and adjacent to the Red River in Clarksville, Tennessee, 37043, said parcel being more particularly described as follows:

Beginning an iron pin (old), said pin being the northeast corner of the Batson Development Company, Inc. Properties as recorded in Vol. 141, page 401 ROMCT, said pin also being the southern property in of the John Mitchell property as described in Vol. 245, page 883, said pin being S 30° 17' W for a distance of 2,171 feet from the centerline intersection of International Blvd and Rossview Road, said also being the northwestern corner of the herein described parcel;

Thence, along said Mitchell property, S 81° 53' 05" E for a distance of 167.16 feet to a point on a line;

Thence, leaving said Mitchell property and along a new property line, S 81° 53' 05" E for a distance of 369.73 feet to a point on a line, said point being the western property line of the Exit 8 Properties property as described in ORV 1903, page 2070;

Thence, along said Exit 8 Properties property line for the next 3 calls, S 81° 49' 30" E for a distance of 557.88 feet to an iron pin at the base of a 36" oak tree;

Thence, S 06° 55' 30" W for a distance of 780.38 feet to a point on a line;

Thence, S 83° 36' 47" E for a distance of 1271.13 feet to a point on a line, said point being the western property line of the said City of Clarksville property;

Thence, leaving said Exit 8 Properties and along a new severance for the next 2 calls, S 08° 42' 48" W a distance of 447.31 feet to a point on a line;

Thence, S 81° 54' 58" E for a distance of 1670.21 feet to a point on a line, said point being the western property line of the Moore Construction Company, Inc. property as described in ORV 1561, page 339, said point also being the north east corner of the herein described parcel;

Thence, along said Moore Construction Company, Inc. property for the next 3 calls, S 08° 05' 02" W for a distance of 655.23 feet to a point on a line;

Thence, S 09° 46' 20" W for a distance of 233.54 feet to a point on a line;

Thence, S 09° 46' 20" W for a distance of 1098.46 feet to an iron pin at a 30" sycamore tree, said point being located along the red river, said point also being the south east corner of the herein described parcel;

Thence, leaving said Moore Construction Company, Inc. property and along said red river for the next 3 calls, S 85° 06' 26" W for a distance of 368.89 feet to a point on a line;

Thence, S 88° 26' 34" W for a distance of 349.60 feet to a point on a line;

Thence, S 73° 34' 09" W for a distance of 347.59 feet to a point on a line, said point being the eastern right of way of Interstate 24, said point also being the south west corner of the herein described parcel;

Thence, along said Interstate 24 right of way for the next 9 calls, N 23° 56' 10" W for a distance of 579.62 feet to a concrete monument;

Thence, N 41° 47' 02" W for a distance of 225.56 feet to a point on a concrete monument;

Thence, N 32° 04' 17" W for a distance of 675.64 feet to a point on a concrete monument;

Thence, N 44° 49' 56" W for a distance of 496.19 feet to a point on a concrete monument;

Thence, N 43° 49' 15" W for a distance of 832.90 feet to a point on a concrete monument;

Thence, N 46° 09' 40" W for a distance of 698.68 feet to a point on a concrete monument;

Thence, N 29° 35' 56" W for a distance of 429.04 feet to a point on a concrete monument;

Thence, N 11° 24' 29" W for a distance of 244.31 feet to a point on a concrete monument;

Thence, N 26° 37' 46" W for a distance of 175.01 feet to an iron pin, said pin being the eastern property line of the said Batson Development Company, Inc.;

Thence, leaving said Interstate 24 right of way and along said Batson Development Company, Inc, N 06° 37' 28" E for a distance of 375.18 feet to the point of beginning, said parcel containing 6,186,810 Square Feet or 142.03 Acres, more or less.

Together with and subject to all right of ways, easements, restrictions, covenants and conveyances of record and not of record.

Prepared By and Return To:

Dylan Hall
Silicon Ranch Corporation
222 2nd Ave. S, Ste 1900
Nashville, Tennessee 37201

PURCHASE OPTION

THIS PURCHASE OPTION (the "Agreement"), is entered into as of _____ day of _____, 2021 (the "Effective Date"), by and between Silicon Ranch Corporation, a Delaware corporation ("Buyer"), and The City of Clarksville, a Tennessee Municipal Corporation ("Seller").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located in Montgomery County, Tennessee, and more particularly described on Exhibit A (the "Property"); and

WHEREAS, Buyer is interested in developing, constructing, installing, and operating a solar electric generating system on the Property for the production and distribution of electricity (the "Project"); and

WHEREAS, Seller has agreed to grant Buyer an option to purchase the Property so that Buyer may negotiate a purchase power agreement (a "PPA") for the electricity to be generated by the Project and secure financing to develop the Project.

NOW THEREFORE, for and in a good and valuable consideration as identified in paragraph 1.3 OPTION CONSIDERATION, the mutual covenants, promises, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I.
OPTION

1.1 Option. Seller hereby grants to Buyer the exclusive right and option (the "Option") to purchase the Property.

1.2 Option Term. The term of the Option (the "Option Term") shall be twelve (12) months, commencing on the Effective Date and expiring on the twelfth (12th) month anniversary thereof. So long as Buyer is not in default of this Agreement and at least three (3) months prior to the end of the then current Option Term, Buyer may obtain two (2) additional one (1) year Extension Periods, under the terms contained herein.

1.3 Option Consideration. As consideration for the Option, Buyer will pay Seller the sum of Ten Thousand and No/100 Dollars ($10,000.00) for the first one (1) year option, (the "Option Consideration"). The Option Consideration shall be nonrefundable subject to the terms of this Agreement and shall be applied against the Purchase Price at Closing. Option Consideration shall be retained by Seller in the event the transaction does not close.

1.4 Purchase Price. If Buyer exercises the Option, the purchase price (the "Purchase Price") for the Property shall be Three Million Four Hundred Eighty Thousand and No/100 Dollars ($3,480,000.00). Subject to the credits and adjustments provided for herein, the entire Purchase Price shall be paid by Buyer to Seller, in immediately available funds, at the closing and consummation of the transaction contemplated by this Agreement (the "Closing").

1.5 Extension of Option Term. Buyer may extend the Option Term for Two (2) additional periods (each, an "Extension Period") subject to the following conditions. If exercised, the First Extension Period shall be twelve (12) months in duration and shall commence at the expiration of the Option Term if Buyer deposits with Seller the sum of Twenty Thousand and No/100 Dollars ($20,000.00) (the "First Extension Payment") before the expiration of the Option Term, and under the terms contained herein. If exercised, the Second Extension Period shall be twelve (12) months in duration and shall commence at the expiration of the First Extension Period if Buyer deposits with Seller the sum of Thirty Thousand and No/100 Dollars ($30,000.00) (the "Second Extension Payment") before the expiration of the First Extension Period, and under the terms contained herein. The First Extension Payment and the Second Extension Payment (each sometimes referred to herein as an "Extension Payment") shall be nonrefundable subject to the terms of this Agreement and shall be applied against the Purchase Price at Closing. Option Extension Consideration shall be retained by Seller in the event the transaction does not close, for any reason.

1.6 Delayed Entry. The property is subject to a Farm Lease with Teeter Farm & Seed Company, LLC. Buyer shall not enter, disturb, disrupt or damage the property before December 1, 2021.

ARTICLE II.
PRE-CLOSING COVENANTS

2.1 Right of Entry. Subject to paragraph 1.6 herein, while this Agreement remains in force and effect, Buyer and Buyer's agents, employees, contractors and representatives shall have the right to enter upon the Property for purposes of performing inspections, tests, land planning, site assessments, geotechnical reviews (including, but not limited to, soil tests and borings), environmental assessments, surveys, engineering, meteorological and feasibility studies and other similar activities as Buyer deems necessary or desirable; provided, however, any such entry shall be made during reasonable daytime hours and upon at least forty- eight (48) hours' notice to Seller. Buyer agrees to protect, indemnify and hold Seller harmless from any and all legal claims or liability associated with Buyer, its authorized agents, employees and independent contractors resulting from said access to and on the property. Buyer will be responsible for any reasonable direct costs associated with repairing damage caused to the Property resulting from Buyer's entry. Buyer's shall not enter, disturb, disrupt, damage or interfere with the use under the existing Farm Lease with Teeter Farm & Seed Company, LLC and Buyer shall indemnify and hold Seller harmless form any and all claims related to Buyer and Buyer's agents, employees, contractors and representatives entry.

2.2 Survey. A survey of the Property shall be prepared at Buyer's expense by a reputable land surveyor selected by Buyer. After the survey has been prepared, the legal description attached hereto as Exhibit A shall be replaced by a new Exhibit A containing a legal description based upon the survey and, thereafter, such new legal description shall be the legal description of the Property for all purposes relating to this Agreement.

2.3 Cooperation. Upon Buyer's request, Seller agrees at no cost or liability to cooperate with, assist and join in Buyer's efforts to obtain a PPA and any other agreements, financing, permits, licenses, variances, easements, releases, and approvals that Buyer deems necessary or desirable for its acquisition of the Property or development of the Project. Seller agrees to provide to Buyer, within thirty
(30) days of execution hereof, copies of all leases, contracts, and agreements relating to the Property, title insurance policies, certificates of title, title opinions, other prior searches or certifications of the surface or minerals of the Property, surveys, plats, or other maps of the Property within Seller's custody or control.

2.4 Alterations or Improvements. While this Agreement remains in force and effect: (i) Seller shall not make any improvements, changes, alterations or additions to the Property, except all activites under the Farm Lease with Teeter Farm & Seed Company, LLC is expressly permitted; and (ii) Seller shall not enter into any additional agreements encumbering the Property.

2.5 Monetary Liens. Notwithstanding anything to the contrary contained herein, Seller shall cause all liens, monetary judgments, mortgages, deeds of trust, security interests and other similar agreements encumbering the Property (collectively "Monetary Liens") to be released and discharged at or prior to Closing. In the event Seller fails to release and discharge all of the Monetary Liens by Closing, Buyer may, in addition to any of the other available remedies, take all actions necessary to cause such Monetary Liens to be released and discharged and offset the cost thereof against the Purchase Price.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations & Warranties. As of the Effective Date and the Closing, Seller represents, warrants and covenants to Buyer that:

(i) the execution, delivery and performance of this Agreement by Seller (A) does not conflict with or result in a violation of any judgment, order or decree of a court or arbiter which is binding upon Seller or the Property, and (B) does not constitute a default under any contract, agreement or other instrument by which Seller or the Property are bound;

(ii) Seller is not party to any lawsuits, governmental actions or other proceedings that could affect Seller's ability to perform its obligations under this Agreement and, to Seller's knowledge, no such lawsuits, actions or proceedings are being threatened;

(iii) Seller is not party to any lawsuits, governmental actions or other proceedings (including, but not limited to, condemnation or eminent domain proceedings) related to the Property and, to Seller's knowledge, no such lawsuits, actions or proceedings are being threatened;

(iv) to Seller's knowledge, no hazardous or toxic substances, materials, wastes, pollutants or contaminants (collectively, "Hazardous Substances") have been discharged, released, stored, generated or allowed to escape on, under or about the Property in violation of applicable laws or in quantities that could require monitoring, investigation, removal or remediation under applicable laws; and

(v) Seller is not a person with whom U.S. persons are prohibited from doing business with under Legal Requirements, including, without limitation, the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224 and the USA Patriot Act.

As of the Effective Date and the Closing, Buyer represents, warrants and covenants to Seller that:

(i) the execution, delivery and performance of this Agreement by Buyer (A) does not conflict with or result in a violation of any judgment, order or decree of a court or arbiter which is binding upon Buyer or the Property, and (B) does not constitute a default under any contract, agreement or other instrument by which Seller is bound;

(ii) Buyer is not party to any lawsuits, governmental actions or other proceedings that could affect Seller's ability to perform its obligations under this Agreement and, to Buyer's knowledge, no such lawsuits, actions or proceedings are being threatened;

(iii) Buyer is not a person with whom U.S. persons are prohibited from doing business with under Legal Requirements, including, without limitation, the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order 13224 and the USA Patriot Act.

ARTICLE IV.
CLOSING

4.1 Conditions to Closing. Notwithstanding Buyer's exercise of the Option, Buyer's obligation to purchase the Property under this Agreement is contingent upon the following conditions being satisfied at the time the Closing is scheduled to take place:

(i) each representation and warranty of Seller being true and accurate as of the Closing, and Seller not having defaulted under or breached any of the provisions of this Agreement;

(ii) Buyer being able to obtain (A) an ALTA Owner's Policy of Title Insurance 6-17-06 (the "Title Policy"), issued by and through a title company acceptable to Seller (the "Title Company") , in the amount of the Purchase Price, insuring that good and marketable fee simple absolute title to the Property is vested in Buyer, subject only to the real property taxes for the year which the Closing shall occur and subsequent years, a lien, but not yet due and payable, easements, restrictions, reservations and other matters of record as of the Effective Date (except monetary liens which shall be paid by Seller prior to or at Closing) and the Title Company's standard printed exclusions from coverage (the "Permitted Exceptions"), or (B) a marked-up title commitment irrevocably and unconditionally agreeing to issue the Title Policy to Buyer;

(iii) no material adverse change occurring in the physical condition of Property, including, without limitation, environmental condition;

(iv) no action or proceeding which is adverse to the Property or Buyer's intended development of the Property having been instituted or threatened in any court or by governmental authority (including, but not limited to, condemnation or eminent domain proceedings); and

(v) Buyer being satisfied in its sole and absolute discretion that the Property is and will be suitable for its intended use including but not limited to the Project and that such use will be free from interference by current and potential future mineral operations upon the Property.

If any of the conditions set forth in this section are not satisfied at the time the Closing is scheduled to occur, then Buyer may, at its option, terminate this Agreement by written notice to Seller. Nothing contained in this section shall be deemed to limit the rights and remedies available to Buyer as a result of Seller's default under or breach of this Agreement.

Seller's obligation to sell the Property under this Agreement is contingent upon the following conditions being satisfied at the time the Closing is scheduled to take place:

(i) Each representation and warranty of Buyer being true and accurate as of the Closing, and Buyer not having defaulted under or breached any of the provisions of this Agreement;
(ii) Full approval of the transaction by the Clarksville City Council; and
(iii) Receipt of full payment under this Agreement.

If any of the conditions set forth in this section are not satisfied at the time the Closing is scheduled to occur, then Seller may, at its option, terminate this Agreement by written notice to Buyer. Nothing contained in this section shall be deemed to limit the rights and remedies available to Seller as a result of Buyer's default under or breach of this Agreement.

4.2 Closing Date. Buyer can exercise the option at any time before the end of the Option Term by giving written notice of its election to exercise the option to Seller at the address specified in Paragraph 8.1 herein. If Buyer exercises the Option, the Closing shall occur on or before 5:00 p.m. local time on the date that is thirty (30) days after Buyer notifies Seller that it is exercising the Option. The

parties intend to close remotely with counterpart documents to be delivered to the Closing Agent, unless otherwise agreed upon by the Parties in writing. The Closing Agent shall be designated by Seller. Buyer shall have the right to schedule the Closing for any date prior to the one specified in this section by giving Seller at least five (5) business days' advance written notice of such date and obtaining acknowledgement of said date by Seller.

4.3 Closing. At the Closing, Seller shall deliver the following items to Buyer, properly executed and notarized and in form and substance reasonably acceptable to Buyer:

(i) a special warranty deed (the "Deed") conveying good and marketable fee simple title to the Property to Buyer, together easements appurtenant to the Property, and any minerals or mineral interests under the Property, if any. Seller shall convey the Property to Buyer (and the warranties contained in the Deed shall be made) subject only to the Permitted Exceptions;

(ii) A waiver of surface rights in form and substance reasonably acceptable to Buyer in which Seller waives and releases all rights to, and covenants not to, use the surface of the Property for any purpose, including without limitation exploring, drilling, mining, producing or any actions of any kind or nature to extract minerals;]

(iii) Intentionally Left Blank

(iv) closing disbursements evidencing the satisfaction and termination of all Monetary Liens. Seller shall furnish Buyer with copies of recorded releases of all Monetary Liens within a reasonable time after Closing;

(v) an owner's affidavit sufficient to cause the exceptions for mechanics' and materialmen's liens, the rights of parties in possession (except as under the provisions of the Commercial Lease) and unrecorded matters to be deleted from the Title Policy, and such other documents as the title company may require to issue the Title Policy to Buyer, subject to the acknowledgment, understanding and acceptance that the Seller is a Municipal Corporation and no indemnities or indemnifications, in any form, will be provided by Seller and

(vi) all other documents, instruments, certificates and affidavits that are reasonably required to carry out the transaction contemplated by this Agreement, including, but not limited to, an IRS §1445 Certificate, subject to the acknowledgment, understanding and acceptance that the Seller is a Municipal Corporation and no indemnities or indemnifications, in any form, will be provided by Seller.

In addition, immediately upon the completion of the Closing, Seller shall deliver exclusive possession of the Property to Buyer.

4.4 Closing Costs. At Closing: (i) Buyer shall pay the fees charged by the Closing Agent to coordinate the Closing; (ii) Buyer shall pay the cost of the Title Policy; (iii) Buyer shall pay the fees charged by the Escrow Agent to hold the Earnest Money in escrow; (iv) Buyer shall pay all transfer taxes; and (v) Buyer shall pay all recording costs associated with the recording of the Deed. Each of the parties shall be responsible for paying the attorneys' fees it incurs in connection with the transaction contemplated by this Agreement.

4.5 Closing Statement. At Closing, Seller and Buyer shall execute and deliver a closing statement which shall set forth the Purchase Price, all credits against the Purchase Price and the amount of all prorations, adjustments, payments and disbursements required under this Agreement.

ARTICLE V.
PRORATIONS, CREDITS AND ADJUSTMENTS

5.1 Calculation. All prorations provided to be made under this section "as of the Closing" shall be made as of 11:59 P.M. local time on the date of the Closing, with the effect that Seller shall pay the portions of the expenses being prorated hereunder that are allocable to periods on or before the date of Closing and Buyer shall pay the portions of expenses being prorated hereunder that are allocable to periods after the date of Closing.

5.2 Property Taxes. Real property taxes and assessments (general and special, public and private) levied against the Property for the year in which the Closing takes place shall be prorated between Seller and Buyer as of the Closing and paid at Closing, and Seller shall also pay any unpaid real property taxes and assessments allocable to prior years at such time. If any real property tax or assessment to be paid by the Seller and Buyer under this Agreement cannot be paid at Closing, Buyer shall receive a credit against the Purchase Price equal to Seller's share thereof, and Buyer shall thereafter be responsible for tendering the amount of such credit to the taxing authorities.

5.3 Utility Expenses and Deposits. Seller shall pay, when due, all charges for utilities furnished to the Property prior to Closing, and Seller shall be entitled to retain any utility deposits made by Seller which are refunded. Buyer shall be responsible for making arrangements for the continuation of utilities to the Property following Closing; provided Seller agrees to cooperate with Buyer in connection therewith and, to the extent necessary, to allow Buyer to obtain such utilities, including, without limitation, closing any utility accounts maintained by Seller.

5.4 Unknown Amounts. In the event any amount to be prorated between the parties or credited to either of the parties under the terms of this Article V is not known with certainty as of the Closing, the parties shall use an estimate of such amount at Closing, with a readjustment to be made between the parties after Closing as soon as such amount is finally known. If more current information is not available, such estimates shall be based upon the prior operating history of the Property and the most recent prior bills.

5.5 Farm Lease. Seller has informed Buyer that Seller annually leases the Property to a farmer (the "Farm Lease Tenant") for the sole purpose of farming crops ("Farm Lease") and that each such Farm Lease terminates November 10, 2021.

ARTICLE VI.
DEFAULT AND REMEDIES

6.1 Seller's Failure to Close/Buyer's Remedies. If Seller fails to sell the Property to Buyer and such failure constitutes a default under this Agreement, then, unless Seller cures such failure within thirty (30) business days after Buyer gives it written notice thereof, Buyer, as its sole and exclusive remedy, may terminate this Agreement and receive Five Thousand Dollars and No/100 ($5,000.00) and a refund of the Option Consideration and all Extension Payments, as applicable, as full and agreed upon liquidated damages and the parties shall have no further obligations hereunder. Buyer and Seller agree that said liquidated damages are reasonable given the circumstances now existing, including, without limitation, the range of harm to Seller that is reasonably foreseeable and the anticipation that proof of Seller's actual damages would be costly, impractical and inconvenient. BUYER ACKNOWLEDGES THAT IT: (i) HAS READ THIS SECTION AND UNDERSTANDS THE SAME; AND (ii) SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES THAT IT MAY BE ENTITLED TO PURSUE AT LAW OR IN EQUITY ON ACCOUNT OF BUYER'S FAILURE TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE.

6.2 Buyer's Failure to Close/Seller's Remedies. If Buyer fails to purchase the Property and such failure constitutes a default under this Agreement, then, unless Buyer cures such failure within five (5) business days after Seller gives it written notice thereof, Seller, as its sole and exclusive remedy, may terminate this Agreement and retain the Option Consideration and all applicable Extension Payments as full and agreed upon liquidated damages. Buyer and Seller agree that said liquidated damages are reasonable given the circumstances now existing, including, without limitation, the range of harm to Seller that is reasonably foreseeable and the anticipation that proof of Seller's actual damages would be costly, impractical and inconvenient. SELLER ACKNOWLEDGES THAT IT: (i) HAS READ THIS SECTION AND UNDERSTANDS THE SAME; AND (ii) SPECIFICALLY WAIVES AND RELINQUISHES ALL OTHER REMEDIES THAT IT MAY BE ENTITLED TO PURSUE AT LAW OR IN EQUITY ON ACCOUNT OF BUYER'S FAILURE TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE.

6.3 Other Defaults/Remedies. Except as otherwise provided in Sections 6.1 and 6.2 above, if Seller or Buyer defaults under any of the terms of this agreement, then, unless such default is cured within five (5) business days after the non-defaulting party gives the defaulting party written notice thereof or fifteen (15) business days, if such default cannot be cured within said five (5) business day period and the defaulting party commences to cure such default during the five (5) business day period and diligently and continuously pursues a cure, the non-defaulting party shall have the right to obtain all remedies available at law or in equity, including, without limitation, injunctive relief. Notwithstanding anything to the contrary contained herein, in no event shall either party be liable for exemplary or punitive damages as a result of its default under this Agreement.

ARTICLE VII.
CONDEMNATION

7.1 Condemnation. Prior to the Closing, Seller shall bear the entire risk of loss with respect to the Property caused by any taking of the Property by power of eminent domain (a "Taking"). If there is a Taking and Buyer exercises the Option, then Seller shall assign, transfer and convey all condemnation awards paid or payable as a result of the Taking to Buyer at Closing; provided if such transfer would impair recovery of any such amounts, the Purchase Price shall be reduced by and Seller shall retain such amounts. Seller shall not reach a settlement or agreement related to any Taking, unless Buyer consents to the settlement or agreement, in writing.

ARTICLE VIII.
GENERAL PROVISIONS

8.1 Notices. All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either Seller or Buyer under the Agreement shall be properly given only if made in writing and sent to the address of Seller or Buyer, as applicable, set forth below by hand delivery, U.S. Certified Mail, Return Receipt Requested, or nationally recognized overnight delivery service. Such Notices shall be deemed received upon receipt if sent hand delivery and upon deposit if sent by U.S. Mail or nationally recognized overnight delivery service.

If to Seller: City of Clarksville, Tennessee
City Attorney Office
One Public Square
Clarksville, TN 37040

If to Buyer: Silicon Ranch Corporation
222 Second Avenue South, Suite 1900
Nashville, TN 37201

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

8.2 Brokers. On the Effective Date and at Closing, Seller and Buyer represent and warrant to each other that they have not dealt with any broker, brokerage firm, listing agent or finder in connection with the transaction contemplated by this Agreement..

8.3 Covenants Running With Land. Buyer shall have the right to record this Agreement. Buyer rights under this Agreement shall run with the land and be superior to any right, estate, claim or interest in the Property (including, but not limited to, any agreement affecting the Property) that is first created or recorded after this Agreement. If Buyer acquires any portion of the Property, Buyer shall have the right, at Buyer's option, to terminate any such subordinate right, estate, claim, interest or agreement, at no cost or liability to Buyer, or to accept title subject thereto.

8.4 Entire Agreement. This Agreement (i) constitutes the entire agreement and understanding of Buyer and Seller with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Buyer and Seller.

8.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event any provision of this Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions of this Agreement shall remain fully effective.

8.6 Survival. All of the representations, warranties, covenants and other provisions of this Agreement shall survive the Closing and the delivery of the deed.

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

8.8 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8.9 No Waiver. No waiver by Seller or Buyer of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any right or remedy accruing to Seller or Buyer upon any breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Seller or Buyer of any breach shall not be deemed a waiver of any other breach of the same or another provision of this Agreement.

8.10 Assignment. Buyer may not assign its rights and obligations under this Agreement, without express written consent by Seller.

8.11 Construction of Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against any of the parties hereto. Seller and Buyer have both agreed to the particular language of this Agreement, and any question regarding the meaning of any provision of this Agreement shall not be resolved by a rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. In this Agreement, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and vice versa, where the context so indicates.

8.12 Time of the Essence. For purposes of this Agreement, time shall be considered of the essence.

8.13 Memorandum of Option. Buyer shall have the right to record a memorandum of option in the real property records of Montgomery County, TN

8.14 Attorneys' Fees. In the event any legal proceeding is commenced related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees, costs and expenses of litigation from the non-prevailing party therein.

8.15 Exhibits. Buyer and Seller acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

8.16 Dates. If any date set forth in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be deemed to be automatically revised so that such date falls on the next occurring business day.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SELLER:

The City of Clarksville,
a Tennessee Municipal Corporation

By:_____
Joe Pitts, Mayor

Attested to:

_____

ACKNOWLEDGMENT CERTIFICATE

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this____day of_____, 2021, by _____.

_____
Notary Public

My commission expires: ____

(NOTARIAL SEAL)

BUYER:

SILICON RANCH CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT CERTIFICATE

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this_____day of_____, 2021 by _____,_____ of Silicon Ranch Corporation, a Delaware corporation, on behalf of such corporation.

_____
Notary Public

My commission expires: _____

(NOTARIAL SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel: [APN NUMBERS]
Acres: Up to approx. [AGGREGATE ACREAGE]

[OVERHEAD IMAGE OF PROPERTY]

ORDINANCE 91-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, PART II (CODE OF ORDINANCES); TITLE 1 (ADMINISTRATION, OFFICERS, AND PERSONNEL), CHAPTER 2 (CITY COUNCIL) RELATIVE TO START TIMES FOR REGULAR SESSIONS AND PUBLIC COMMENT PERIODS

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

(1) That the City Code, Title 1 (ADMINISTRATION, OFFICERS, AND PERSONNEL), Chapter 2 (CITY COUNCIL), Section 1-201, "Time and place of regular meetings," is hereby amended by deleting "7:00 p.m." and by substituting instead "5:30 p.m."

BE IT FURTHER ORDAINED that Section 1-204, "General rules of order," Subsection (c), relative to the public comment period, is hereby amended by deleting "6:30 p.m. to 7:00 p.m." and substituting instead "5:00 p.m. to 5:30 p.m."

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 92-2020-21

A ORDINANCE APPROVING A SETTLEMENT OF THE ROBINSONS AND / OR FRANKLIN STREET CORPORATION (FSC) v. CITY STATE COURT AND FEDERAL COURT LAWSUITS

WHEREAS, the City has been sued by Jeff and Sherri Robinson and / or the Franklin Street Corporation, which corporation is owned by them, in three separate lawsuits, styled as follows:

> Jeffrey Robinson, Sherri Robinson and Franklin Street Corporation, Plaintiffs, v. City of Clarksville, Defendant. Circuit Court for Montgomery County, Tennessee, Docket No. CC-16-CV-1410; and
>
> Franklin Street Corporation, Plaintiff v. City of Clarksville, Defendant. United States District Court for the Middle District of Tennessee, at Nashville, Docket No. 3:20-CV-00523.; and
>
> Jeffrey Robinson, Plaintiff v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville, Defendants. Circuit Court for Montgomery County, Tennessee, Docket No. CC-20-CV-2247.

and;

WHEREAS, the City Council finds that the best interests of the City would be served by making an offer to settle one or more of the lawsuits as specified in, and in accordance with, the full, complete, written Settlement Agreement, together with all Exhibits thereto, all as attached hereto and incorporated herein as Collective Attachment A.

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

That the Clarksville City Council hereby approves a settlement proposal, to be communicated by the City Attorney to the attorney for the plaintiffs in the above styled cases, to settle one or more of the above styled lawsuits against the City, as specified in, and in accordance with, the full, complete, written Settlement Agreement, together with all Exhibits thereto, all as attached hereto and incorporated herein as Collective Attachment A.

ADOPTED:

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into as of the ___ day of _____, 2021, by and among Jeffrey Robinson and Sherri Robinson, (collectively the "Robinsons"), Franklin Street Corporation, a Tennessee corporation ("FSC") and the City of Clarksville, Tennessee (the "City") (each a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Robinsons own certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Robinson Property");

WHEREAS, FSC owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "FSC Property");

WHEREAS, the City owns certain property contiguous to the Robinson Property and the FSC Property, being more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "City Property");

WHEREAS, the Robinsons and FSC have asserted certain claims against the City in a lawsuit that is pending in Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, et al., v. The City of Clarksville, Tennessee*, No. CC16CV1410 (the "Initial State Court Lawsuit");

WHEREAS, a Final Order was entered in the Initial State Court Lawsuit on the 15th day of February, and the City by letter dated January 29, 2021, the City transmitted a check in the amount of Thirty Thousand One Hundred Forty Six and 11/100 Dollars ($30.146.11) to Mark R. Olson, attorney for the Robinsons and FSC, in satisfaction of all amounts that the City owed to the Robinsons and FSC based on the order of the Court in the Initial State Court Lawsuit (the "Initial State Court Lawsuit Payment");

WHEREAS, the Robinsons and FSC have appealed the Final Order in the Initial State Court Lawsuit with the Court of Appeals of Tennessee, styled as *Jeffrey Robinson, et al., v. City of Clarksville,* No. M2020-01299-COA-R3-CV (the "Initial State Court Lawsuit Appeal");

WHEREAS, FSC has asserted certain claims against the City in a lawsuit that is pending in United States District Court for the Middle District of Tennessee, styled as *Franklin Street Corporation, v. The City of Clarksville*, Case No. 3:20-cv-00523 (the "Federal Court Lawsuit"); and

WHEREAS, Jeffery Robinson has asserted certain claims against the City, Joseph Pitts, officially as Mayor for the City and Lance Baker, officially as City Attorney for the City (Joseph Pitts, officially as Mayor for the City, and Lance Baker, officially as City Attorney for the City, being hereinafter referred to as the "City Parties") in a lawsuit that is pending in the Circuit

Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville*, Docket No. CC-20-CV-2247 (the "Second State Court Lawsuit"); and

WHEREAS, the City has retained McKay-Burchett & Company Engineers ("McKay-Burchett") to conduct a drainage study and prepare plans (the "Stormwater Plans") to reroute a portion of the stormwater drainage flowing to the Roberts Inlet to the location shown on the Stormwater Plans; and

WHEREAS, pursuant to a Project Agreement by and among the Parties and Highpointe Row Partners, a Tennessee general partnership ("HRP"), the City has agreed to: (i) reimburse the Robinsons and/or FSC for a portion of the cost of extending the combined sewer line on the FSC Property to a new grate inlet, the construction of a retaining wall and the alteration of existing downspouts (the "Drainage Improvements") as shown on the Stormwater Plans and (ii) transfer the City Property to the Robinsons in exchange for HRP conveying property owned by HRP the City; and

WHEREAS, in exchange for the City's agreement to provide funding for the construction of the Drainage Improvements and the conveyance of the City Property to the Robinsons, the Robinsons and FSC, have agreed to dismiss with prejudice the Federal Court Lawsuit, the Initial State Court Lawsuit Appeal and the Second State Court Lawsuit and release the City and the City Parties from certain claims as described in this Agreement,

NOW THEREFORE, the Robinsons, FSC and the City enter into this Agreement for the consideration and purposes expressed herein:

1. Dismissal of Federal Court Lawsuit. No later than three (3) business days after the Effective Date (as defined below), FSC shall file the Notice of Dismissal, attached hereto as Exhibit D, dismissing all of its claims in the Federal Court Lawsuit against the City with prejudice. Any court costs assessed in connection with the Federal Court Lawsuit shall be paid by FSC. All parties shall bear their own fees and costs, including attorneys' fees. Neither party shall seek discretionary costs consistent with Rule 54, Federal Rules of Civil Procedure.

2. Dismissal of Initial State Court Lawsuit Appeal. No later than three (3) business days after the Effective Date (as defined below), the Robinsons and FSC shall file the Joint Stipulation of Dismissal of the Initial State Court Lawsuit Appeal, attached hereto as Exhibit E, dismissing all of their claims in the Initial State Court Lawsuit Appeal against the City with prejudice. Any court costs assessed in connection with the Initial State Court Lawsuit Appeal shall be paid by the Robinsons and/or FSC. The Robinsons and FSC shall be entitled to retain the Initial State Court Lawsuit Payment. Except for any attorneys fees and discretionary costs included in the Initial State Court Lawsuit Payment awarded by the trial court in the September 23, 2020 Order on Plaintiff's Request for Attorneys' Fees and the September 23, 2020 Judgment Order of Final Disposition as Per TRCP 58(3) and any discretionary costs awarded in the January 15, 2021 Final Order based on the trial court's December 3, 2020 Orders on FSC's Amended Motion for Award of Discretionary Costs and on Defendant's Motion for an Award of

Discretionary Costs, the parties shall bear their own fees and costs, including attorneys' fees and no party shall seek further discretionary costs consistent with Rule 54, Tennessee Rules of Civil Procedure.

3. Dismissal of Second State Court Lawsuit. No later than three (3) business days after the Effective Date (as defined below), Jeffery Robinson shall file the Notice of Nonsuit with Prejudice, attached hereto as Exhibit F, dismissing all of its claims in the Second State Court Lawsuit against the City and the City Parties with prejudice. Any court costs assessed in connection with the Second State Court Lawsuit shall be paid by Jeffery Robinson. All parties shall bear their own fees and costs, including attorneys' fees. Neither party shall seek discretionary costs consistent with Rule 54, Tennessee Rules of Civil Procedure.

4. Robinsons' Release of the City Parties and the City. The Robinsons, on behalf of themselves and their representatives, related entities, affiliates, parents, subsidiaries, predecessors, successors, assigns and current and former directors, officers, agents and employees, hereby irrevocably and unconditionally releases, discharges and covenants not to sue the City Parties and the City and its affiliates, successors, assigns and its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, from and for: (i) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, whether known or unknown, disclosed or undisclosed, that, in the broadest sense, in any way arise out of or are related to any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet that occurred prior to the Effective Date; (ii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City in the Federal Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Federal Court Lawsuit; (iii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City in the Initial State Court Lawsuit and/or the Initial State Court Lawsuit Appeal, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Initial State Court Lawsuit and/or the Initial State Court Lawsuit Appeal; and (iv) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City or the City Parties in the Second State Court Lawsuit, or which could have been asserted against the City Parties and/or the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Second State Court Lawsuit.

5. FSC's Release of the City. FSC, on behalf of itself and its representatives, related entities, affiliates, parents, subsidiaries, predecessors, successors, assigns and current and former directors, officers, agents and employees, hereby irrevocably and unconditionally releases, discharges and covenants not to sue the City and its affiliates, successors, assigns and its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, from and for: any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, whether known or unknown, disclosed or undisclosed, that, in the broadest sense, in any way arise out of or are related to any flooding from Second Street or the City Property or flooding or

overflow from or caused by or in any way connected to the Roberts Inlet that occurred prior to the Effective Date; (ii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, that have been asserted against the City in the Federal Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Lawsuit; and (iii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City in the State Court Lawsuit and/or the State Court Lawsuit Appeal, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the State Court Lawsuit and/or the State Court Lawsuit Appeal.

6. No Admission of Liability. The facts, claims and issues that have been or which may be asserted by Robinsons and/or FSC, (i) regarding any flooding from or obstruction of the Roberts Inlet, (ii) in the Federal Court Lawsuit, (iii) in the State Court Lawsuit and/or the State Court Lawsuit Appeal, and (iv) in the Second State Court Lawsuit, are all disputed by the City. The settlement of the claims regarding any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet and the settlement of the Federal Court Lawsuit, the State Court Lawsuit, the State Court Lawsuit Appeal and the Second State Court Lawsuit and consideration provided herein to the Robinsons and FSC is NOT an acknowledgment by the City, or by any official, employee or agent of the City, of the merits of any flooding claims made by the Robinsons of FSC, or any position taken by FSC in the Federal Court Lawsuit or in the State Court Lawsuit or in the State Court Lawsuit Appeal or in the Second State Court Lawsuit, nor a statement of the position of the City, or of any official, employee or agent of the City, regarding the facts in dispute, or a finding of any fact as to any issue in dispute. This Agreement does not, and shall not, constitute an admission by the City, or of any official, employee or agent of the City, of any violation of any federal, state or local law or regulation, or of a violation of any rights, privileges or immunities of the Robinsons, FSC or of any other person or entity.

7. Consent and Authority. The Robinsons, FSC and the City represent and warrant that they have the full and proper consent and authority of the persons or entities for which they sign to enter into this Agreement. The Robinsons, FSC and the City represent and warrant that they are the full and sole owners of the claims, demands and/or causes of action released and settled in this Agreement, that they have the full authority and consent to execute the Agreement and to settle and release all such claims, demands and/or causes of action, and that the claims, demands, causes of action and/or other matters released in this Agreement have not been assigned, transferred, or otherwise encumbered.

8. Full Knowledge. The Robinsons, FSC and the City represent to all other Parties that they have carefully read and reviewed and know and understand the contents of this Agreement, that they have discussed the terms of this Agreement with their respective counsel, and that they have executed this Agreement freely, knowingly and voluntarily.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Robinsons, FSC and the City.

10. Amendment. This Agreement may not be amended or otherwise altered except by an agreement in writing signed by all of the Parties listed below.

11. Applicable Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with, and its construction and performance shall be governed by, the laws of the State of Tennessee without giving effect to the conflict of laws or choice of laws thereof. Exclusive venue for any litigation arising out of or relating to this Agreement shall be in the U. S. District Court for the Middle District of Tennessee or in the state courts located in Montgomery County, Tennessee.

12. Waiver of Jury Trial. Each Party, for itself and its successors and assigns, hereby waives any right to trial by jury in connection with any litigation arising out of this Agreement.

13. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman. If any Party to this Agreement is made up of more than one (1) person or entity, then all of the persons and/or entities comprising such Party shall be jointly and severally liable hereunder. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the Parties. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile signatures, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto.

15. Severance. If any part of this Agreement is found unlawful or unenforceable, the remainder of this Agreement shall not be affected by that finding.

16. Exhibits. The Parties acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

17. Expenses. Each Party shall be responsible for the payment of the attorneys' fees that it incurs in connection with the preparation of this Agreement.

18. Effective Date. The "Effective Date" of this Agreement shall be the date the last of the Parties executes this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date set forth below.

THE CITY OF CLARKSVILLE, TENNESSEE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Sylvia Skinner, City Clerk
DATE: _____

JEFFREY ROBINSON

_____
DATE: _____

SHERRI ROBINSON

_____
DATE: _____

FRANKLIN STREET CORPORATION

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT A

Description of the Robinsons Property

Tract 1: 132 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

Tract 2: 134 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

This description was taken from Official Record Book Volume 726, Page 1377, in the Register's Office for Montgomery County, Tennessee.

Tract 1-Parcel ID: 066G K 01500 000

Tract 2-Parcel ID: 066G K 01600 000

This is the same realty conveyed to Jeffrey K. Robinson and wife, Sherri L. Robinson, by deed of record in Official Record Book Volume 844, Page 2347, in the Register's Office for Montgomery County, Tennessee, as to both tracts.

EXHIBIT B

Description of FSC Property

Being a tract of land situated in the 12th Civil District in Clarksville, Montgomery County, Tennessee, and being more fully described as follows:

BEGINNING at a point in the west right of way of Second Street, said point being South 14 degrees 41 minutes 37 seconds East, 111.50 feet from the intersection of the south right of way of Franklin Street and said west right of way of said Second Street, said point being the northeast comer of said herein tract described;

THENCE with said Second Street, South 14 degrees 41 minutes 37 seconds East, 34.50 feet to a point, said point being the southeast corner of the said Albert Marks property, said point also being the northeast corner of the Mark Olson property, ORBV.816, Page 1355, R.O.M.C.T., said point also being southeast comer of said herein tract described;

THENCE leaving said Second Street and with the north line of said Olson property, South 76 degrees 02 minutes 27 seconds West, 113.76 feet to a point, said point being the southwest corner of said Albert Marks property, said point also being the southeast corner of the D & S Investments property, ORBV. 651, Page 1101, said point also being the southwest corner of said herein tract described;

THENCE leaving said Olson property and with the east line of said D & S Investments property, North 14 degrees 41 minutes 37 seconds West, 34.50 feet to a point, said point being the northwest corner of said herein tract described;

THENCE leaving said D & S Investments property, North 76 degrees 02 minutes 27 seconds East, 113.16 feet to a point of beginning.

Said tract containing 3904 square feet or 0.09 acres more or less.

Said tract being subject to all easements, right of ways, restrictions and conveyances of record.

Being a portion of the property conveyed to Franklin Street Corporation by deeds of record in ORBV 851, Page 2899 and ORBV 854, Page 892, Register's Office for Montgomery County, Tennessee.

This description excludes the property conveyed to the City of Clarksville by deed of record in ORBV 851, Page 2901, Register's Office for Montgomery County, Tennessee.
Parcel ID:

Parcel ID: 066G K 01900 000

EXHIBIT C

Description of City Property

Being a Tract of land situated in the 12th Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1st Street, and west of, and adjacent to S. 2nd Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2nd Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2nd Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2nd Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a new severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Roberts property, and the southern lines of the BKHolding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.

EXHIBIT D

Form of Notice of Dismissal of the Federal Court Lawsuit

EXHIBIT E

Form of Joint Stipulation of Dismissal of the-State Court Lawsuit Appeal

EXHIBIT F

Form of Notice of Nonsuitl with Prejudice of the Second -State Court Lawsuit

PROJECT AGREEMENT

This Project Agreement (this "Agreement") is entered into as of _____ ___, 2020, by and among Jeffrey Robinson and Sherri Robinson, (collectively the "Robinsons"), Franklin Street Corporation, a Tennessee corporation ("FSC"), Highpointe Row Partners, a Tennessee general partnership ("HRP"), and the City of Clarksville, Tennessee, a Tennessee municipal corporation (the "City") (each a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Robinsons own certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Robinson Property");

WHEREAS, FSC owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "FSC Property");

WHEREAS, HRP owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "HRP Property");

WHEREAS, the City owns certain property contiguous to the Robinson Property and the FSC Property, being more particularly described on Exhibit D attached hereto and incorporated herein by reference (the "City Property");

WHEREAS, the City has constructed an underground sewer line running beneath South Second Street, a public right of way, and across the City Property (the "Sewer Line") as shown on the Easement Survey for the City of Clarksville Gas and Water Department, prepared by Billy Ray Suiter, PLS #1837, Suiter Surveying & Land Planning (the "Suiter Survey"), dated February 10, 2020, and attached hereto as Exhibit E;

WHEREAS, a portion of the Sewer Line is located on the FSC Property, as more particularly depicted on the Suiter Survey;

WHEREAS, FSC has agreed to grant to the City a permanent public utilities and drainage easement across a portion of the FSC Property (the "Public Utilities and Drainage Easement"), as more particularly depicted on the Suiter Survey and as more particularly described on Exhibit F;

WHEREAS, in order to reroute a significant portion of the stormwater drainage flowing to an existing inlet for a storm drain as shown on the Suiter Survey, the City has agreed to reimburse the Robinsons and/or FSC for a portion of the cost of extending a combined sewer line on the FSC Property to a new grate inlet, the construction of a retaining wall and the alteration of existing downspouts (the "Drainage Improvements"), as shown on the plans prepared by McKay-Burchett & Company Engineers and attached hereto as Exhibit G (the "Stormwater Plans");

WHEREAS, the City Property is encumbered by encroachments from the adjoining properties as shown on the Suiter Survey (the "Existing Encroachments");

WHEREAS, in exchange for HRP conveying the HRP Property to the City, the City is willing to convey the City Property to the Robinsons, subject to the terms and conditions of this Agreement;

WHEREAS, the Robinsons and FSC have asserted certain claims against the City in a lawsuit that is pending in Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, et al., v. The City of Clarksville, Tennessee*, No. CC16CV1410 (the "Initial State Court Lawsuit");

WHEREAS, a Final Order was entered in the Initial State Court Lawsuit on the 15th day of February, and the Robinsons and FSC have appealed the Final Order in the Initial State Court Lawsuit to the Court of Appeals of Tennessee, styled as *Jeffrey Robinson, et al., v. City of Clarksville,* No. M2020-01299-COA-R3-CV (the "Initial State Court Lawsuit Appeal");

WHEREAS, FSC has asserted certain claims against the City in a lawsuit that is pending in United States District Court for the Middle District of Tennessee, styled as *Franklin Street Corporation, v. The City of Clarksville*, Case No. 3:20-cv-00523 (the "Federal Court Lawsuit"); and

WHEREAS, Jeffery Robinson has asserted certain claims against the City, Joseph Pitts, officially as Mayor for the City and Lance Baker, officially as City Attorney for the City (Joseph Pitts, officially as Mayor for the City, and Lance Baker, officially as City Attorney for the City, being hereinafter referred to as the "City Parties") in a lawsuit that is pending in the Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville*, Docket No. CC-20-CV-2247 (the "Second State Court Lawsuit"); and

WHEREAS, in exchange for the City's agreement to provide funding for the construction of the Drainage Improvements, the Robinsons and FSC agree to dismiss with prejudice the Federal Court Lawsuit, the Initial State Court Lawsuit Appeal and the Second State Court Lawsuit and release the City and the City Parties from the claims as described in the Settlement Agreement.

NOW THEREFORE, the Robinsons, FSC and the City enter into this Agreement for the consideration and purposes expressed herein:

1. Completion of the Drainage Improvements. The Robinsons and/or FSC agree to complete the demolition and construction of all the improvements to the FSC Property and the City Property as shown on the Stormwater Plans on or before the issuance of any certificate of occupancy for any building constructed on the FSC Property. Robinsons and/or FSC agree to complete the construction of all the improvements to the FSC Property and the City Property as

shown on the Stormwater Plans within three (3) years of the Effective Date, as defined below. The City shall reimburse Robinsons and/or FSC for the costs of extending the combined sewer line on the FSC Property to a new grate inlet, the construction of a retaining wall and the alteration of existing downspouts as shown on the Stormwater Plans in an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) within thirty (30) days of receipt of adequate documentation from the Robinsons and/or FSC of the costs of such improvements. Robinsons and/or FSC shall be responsible for all other cost for the demolition and construction of all the improvements to the FSC Property and the City Property as shown on the Stormwater Plans.

2. Examination.

(a) Highpointe Property Inspection. The City and its agents, employees, contractors and representatives shall, upon at least two (2) business days' notice to Highpointe (which may be made by email to _____), have the right to enter upon and access the Highpointe Property for purposes of inspecting the same and performing surveys, geotechnical assessments, soil and groundwater tests, engineering work, except as set forth below, environmental assessments, appraisals and other similar activities. As part of its review of the Highpointe Property, the City may obtain a commitment for an ALTA Extended Coverage Owner's Policy of Title Insurance showing the status of title to the Highpointe Property (the "Highpointe Property Commitment") and an ALTA survey of the Highpointe Property prepared by a surveyor licensed in the State of Tennessee (the "Highpointe Property Survey"). If this Agreement is terminated, the City shall repair any material damage to the Highpointe Property directly caused by any inspection activities of the City or its agents, employees, contractors or representatives on the Highpointe Property conducted while this Agreement is in effect. The City's repair obligations under this Section 1(a) shall survive the termination of this Agreement.

(b) City Property Inspection. The Robinsons and their agents, employees, contractors and representatives shall, upon at least two (2) business days' notice to the City (which may be made by email to _____), have the right to enter upon and access the City Property for purposes of inspecting the same and performing surveys, geotechnical assessments, soil and groundwater tests, engineering work, except as set forth below, environmental assessments, appraisals and other similar activities. As part of its review of the City Property, the Robinsons may obtain a commitment for an ALTA Extended Coverage Owner's Policy of Title Insurance showing the status of title to the City Property (the "City Property Commitment") and an ALTA survey of the City Property prepared by a surveyor licensed in the State of Tennessee (the "City Property Survey"). If this Agreement is terminated, the Robinsons shall repair any material damage to the City Property directly caused by any inspection activities of the Robinsons or their agents, employees, contractors or representatives on the City Property conducted while this Agreement is in effect. the Robinsons' repair obligations under this Section 1(b) shall survive the termination of this Agreement.

3. Inspection Contingency.

(a) Highpointe Property. The City shall have until the Inspection Deadline (as defined in Section 3(c)) to inspect the Highpointe Property and determine if it desires to proceed

with the acquisition of the Highpointe Property. The City may terminate this Agreement for any reason or no reason, as determined by the City in its sole and absolute discretion, by giving written notice to the Robinsons and the other Parties on or before the Inspection Deadline. In the event this Agreement is terminated by the City pursuant to this Section 3(a), the Parties shall have no further obligation under this Agreement except for the obligations which expressly survive the termination of this Agreement.

(b) City Property. The Robinsons shall have until the Inspection Deadline to inspect the City Property and determine if it desires to proceed with the acquisition of the City Property. The Robinsons may terminate this Agreement for any reason or no reason, as determined by the Robinsons in their sole and absolute discretion, by giving written notice to the City and the other Parties on or before the Inspection Deadline. In the event this Agreement is terminated by the Robinsons pursuant to this Section 3(b), the Parties shall have no further obligation under this Agreement except for the obligations which expressly survive the termination of this Agreement.

(c) "Inspection Deadline" means the date which is thirty (30) days after the Effective Date of this Agreement.

4. Status. From and after the Effective Date, (a) Highpointe shall not enter into any covenant, restriction, easement or other agreement that encumbers the Highpointe Property and (b) the City shall not enter into any covenant, restriction, easement or other agreement that encumbers the City Property.

5. Closing of Land Transfers. The closing of the transfer of the City Property to the Robinsons and the transfer of the Highpointe Property to the City (the "Closing") shall occur within thirty (30) days following the Inspection Deadline. The Closing shall take place at a place and time mutually agreed to by the Parties. At the Closing, the City shall quitclaim the City Property to the Robinsons pursuant to the Quitclaim Deed attached hereto as Exhibit H, and Highpointe shall quitclaim the Highpointe Property to the City pursuant to the Quitclaim Deed attached hereto as Exhibit I.

6. Monetary Liens. At or prior to Closing, Highpointe shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the Highpointe Property to be released and discharged, excluding the lien for ad valorem real property taxes levied against the Highpointe Property with respect to the year of Closing and subsequent years that are not due and payable as of the Closing. At or prior to Closing, the City shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the City Property to be released and discharged, excluding the lien for ad valorem real property taxes levied against the City Property with respect to the year of Closing and subsequent years that are not due and payable as of the Closing.

7. Closing Costs and Prorations. The City shall be solely responsible for all costs and expenses that it incurs to inspect the Highpointe Property, and the Robinsons shall be solely responsible for all costs and expenses that they incur to inspect the City Property. Real property taxes and assessments, if any, levied or assessed against the City Property shall be prorated

between the Robinsons and the City and paid as of the date of the Closing. Real property taxes and assessments levied or assessed against the Highpointe Property shall be prorated between Highpointe and the City and paid as of the date of the Closing. The Robinsons shall be responsible for paying for any title insurance policy obtained by the Robinsons on the City Property and any transfer taxes and recording costs in connection with the conveyance of the City Property to the Robinsons and the City shall be responsible for paying for any title insurance policy obtained by the City on the Highpointe Property and any transfer taxes and recording costs, if any, in connection with the conveyance of the Highpointe Property to the City.

8. Public Utilities and Drainage Easement. FSC agrees to grant to the City the Public Utilities and Drainage Easement described herein. At the Closing, FSC and the City shall execute the Public Utilities and Drainage Easement Agreement attached hereto as Exhibit J.

9. Settlement Agreement. On or before the Closing, the Robinsons, FSC and the City shall execute the Settlement Agreement attached hereto as Exhibit K (the "Settlement Agreement"), to resolve the claims described in the Settlement Agreement. In the event the Robinsons, FSC and the City do not execute the Settlement Agreement on or before the date of the Closing, then this Agreement shall automatically terminate.

10. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by the Parties hereunder shall be properly given only if made in writing and sent to the address set forth below by hand delivery, U.S. Certified Mail (Return Receipt Requested), email transmission, or nationally recognized overnight delivery service. Such Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by email, on the date of dispatch by the sender, provided, if the recipient does not confirm receipt of the Notice, then a copy of such Notice must also be sent by one of the other means specified in this section within three (3) Business Days thereafter, and (iii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier.:

Robinsons: Jeffrey and Sherri Robinson
_____
_____
Email: _____

FSC: Franklin Street Corporation
_____
_____
Attn: _____
Email: _____

Highpointe: Highpointe Row Partners
_____
_____
Attn: _____
Email: _____

City City of Clarksville

_____

_____

Attn:_____

Email: _____

Any Party may change its address for Notices by giving written notice to the other Parties in accordance with this provision.

11. No Admission of Liability. This Agreement does not, and shall not, constitute an admission by the City, or of any official, employee or agent of the City, of any violation of any federal, state or local law or regulation, or of a violation of any rights, privileges or immunities of the Robinsons, FSC, or of any other person or entity.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties to this Agreement.

13. No Third Party Beneficiary. This Agreement is made solely and specifically for the benefit of the City, the Robinsons, FSC and Highpointe and their respective successors and assigns, and no other person or entity shall have any rights, interest, claims or benefits under or on account of this Agreement as a third party beneficiary.

14. Amendment. This Agreement may not be amended or otherwise altered except by an agreement in writing signed by all of the Parties listed below.

15. Applicable Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with, and its construction and performance shall be governed by, the laws of the State of Tennessee without giving effect to the conflict of laws or choice of laws thereof. Exclusive venue for any litigation arising out of or relating to this Agreement shall be in the U. S. District Court for the Middle District of Tennessee or in the state courts located in Montgomery County, Tennessee.

16. Waiver of Jury Trial. Each Party, for itself and its successors and assigns, hereby waives any right to trial by jury in connection with any litigation arising out of this Agreement.

17. Expenses. Each Party shall be responsible for the payment of the attorneys' fees that it incurs in connection with the preparation of this Agreement or the transaction contemplated herein.

18. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile signatures, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto.

19. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who

caused the uncertainty to exist or against the draftsman. If any Party to this Agreement is made up of more than one (1) person or entity, then all of the persons and/or entities comprising such Party shall be jointly and severally liable hereunder. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the Parties. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement.

20. Severance. If any part of this Agreement is found unlawful or unenforceable, the remainder of this Agreement shall not be affected by that finding.

21. Exhibits. The Parties acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

22. Business Days. If any date on which performance or notice is due under this Agreement should fall on Saturday, Sunday or any other day declared an official holiday by the City, performance or notice shall not be due until the next business day.

23. City Council Approval. This Agreement shall not be effective as to the City nor executed by the City until the City Council adopts an ordinance approving the Agreement and authorizing the execution thereof.

24. Effective Date. The "Effective Date" of this Agreement shall be the date the Agreement is executed by the last of the Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date set forth below.

THE CITY OF CLARKSVILLE, TENNESSEE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
Sylvia Skinner, City Clerk
Date: _____

FRANKLIN STREET CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

JEFFREY ROBINSON

_____
Date: _____

SHERRI ROBINSON

_____
Date: _____

HIGHPOINTE ROW PARTNERS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Description of the Robinsons Property

Tract 1: 132 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

Tract 2: 134 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

This description was taken from Official Record Book Volume 726, Page 1377, in the Register's Office for Montgomery County, Tennessee.

Tract 1-Parcel ID: 066G K 01500 000

Tract 2-Parcel ID: 066G K 01600 000

This is the same realty conveyed to Jeffrey K. Robinson and wife, Sherri L. Robinson, by deed of record in Official Record Book Volume 844, Page 2347, in the Register's Office for Montgomery County, Tennessee, as to both tracts.

EXHIBIT B

Description of FSC Property

Being a tract of land situated in the 12th Civil District in Clarksville, Montgomery County, Tennessee, and being more fully described as follows:

BEGINNING at a point in the west right of way of Second Street, said point being South 14 degrees 41 minutes 37 seconds East, 111.50 feet from the intersection of the south right of way of Franklin Street and said west right of way of said Second Street, said point being the northeast comer of said herein tract described;

THENCE with said Second Street, South 14 degrees 41 minutes 37 seconds East, 34.50 feet to a point, said point being the southeast corner of the said Albert Marks property, said point also being the northeast corner of the Mark Olson property, ORBV.816, Page 1355, R.O.M.C.T., said point also being southeast comer of said herein tract described;

THENCE leaving said Second Street and with the north line of said Olson property, South 76 degrees 02 minutes 27 seconds West, 113.76 feet to a point, said point being the southwest corner of said Albert Marks property, said point also being the southeast corner of the D & S Investments property, ORBV. 651, Page 1101, said point also being the southwest corner of said herein tract described;

THENCE leaving said Olson property and with the east line of said D & S Investments property, North 14 degrees 41 minutes 37 seconds West, 34.50 feet to a point, said point being the northwest corner of said herein tract described;

THENCE leaving said D & S Investments property, North 76 degrees 02 minutes 27 seconds East, 113.16 feet to a point of beginning.

Said tract containing 3904 square feet or 0.09 acres more or less.

Said tract being subject to all easements, right of ways, restrictions and conveyances of record.

Being a portion of the property conveyed to Franklin Street Corporation by deeds of record in ORBV 851, Page 2899 and ORBV 854, Page 892, Register's Office for Montgomery County, Tennessee.

This description excludes the property conveyed to the City of Clarksville by deed of record in ORBV 851, Page 2901, Register's Office for Montgomery County, Tennessee.
Parcel ID:

Parcel ID: 066G K 01900 000

EXHIBIT C

Description of Highpointe Property

BEGINNING at an iron pin located in the western right-of-way margin of 1st Street, said iron pin being located at the southeastern corner of the Griffiths property and also being located 20 feet west of the centerline of said 1st Street; thence with the western margin of 1st Street South 01 degrees 37 minutes 38 seconds East 88.23 feet to an iron pin; thence South 48 degrees 15 minutes 17 seconds West 27.66 feet to an iron pin; thence North 81 degrees 08 minutes 47 seconds West 31.33 feet to an iron pin; thence North 63 degrees 39 minutes 08 seconds West 43.64 feet to an iron pin; thence North 53 degrees 22 minutes 35 seconds West 38.24 feet to an iron pin; thence North 02 degrees 48 minutes 58 seconds East 62.92 feet to an iron pin; thence with Griffiths' south line, South 88 degrees 08 minutes 00 seconds East 115.45 feet to an iron pin at the point of beginning according to survey of Ben Robert Weakley, Tennessee Registered Land Surveyor No. 1457 of Weakley Brothers, P.O. BOX 3409, 2121 Old Ashland City Road, Clarksville, Tennessee 37043, dated March 10, 1994

Being the same property conveyed to Highpointe Row Partners by Quitclaim Deed from Jeffrey K. Robinson, of record in ORBV 1412, Page 2667, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066J F 00500 000

EXHIBIT D

Description of City Property

Being a Tract of land situated in the 12th Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1st Street, and west of, and adjacent to S. 2nd Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2nd Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2nd Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2nd Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a new severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Roberts property, and the southern lines of the BKHolding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.

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EXHIBIT E

Copy of Suiter Survey

EXHIBIT F

Description of Public Utilities and Drainage Easement

[Description be inserted upon revision of Suiter Survey]

Being a portion of the property conveyed to Franklin Street Corporation by Warranty Deed recorded in Official Record Volume (ORV) 851, Page (PG) 2899 at the Register's Office of Montgomery County, Tennessee (ROMCT).

EXHIBIT G

Copy of Stormwater Plans

EXHIBIT H

Form of Quitclaim Deed for City Property

EXHIBIT I

Form of Quitclaim Deed for Highpointe Property

EXHIBIT J

Form of Public Utilities and Drainage Easement Agreement

EXHIBIT K

Form of Settlement Agreement

IN THE COURT OF APPEALS FOR THE STATE OF TENNESSEE
MIDDLE SECTION AT NASHVILLE

JEFFERY ROBINSON, SHERRI ROBINSON and FRANKLIN STREET CORPORATION	)	
Plaintiffs/Appellants,	)	
v.	)	No. M2020-01299-COA-R3-CV
CITY OF CLARKSVILLE	)	
Defendant/Appellee	)	

JOINT STIPULATION OF DISMISSAL

Plaintiffs/Appellants, Jeffery Robinson, Sherri Robinson and Franklin Street Corporation and the Defendant/Appellee, City of Clarksville, pursuant to Rule 15 of the Tennessee Rules of Appellate Procedure, hereby stipulate to the dismissal of this appeal with prejudice. The costs of this appeal shall be taxed to the Plaintiffs/Appellants, Jeffery Robinson, Sherri Robinson and Franklin Street Corporation.

Respectfully submitted:

Mark R. Olson ((#11630)
Olson & Olson, PLC
112 S. Second Street, Suite 200
Clarksville, TN 37040
931-648-1517

Attorney for Plaintiffs/Appellants, Jeffery Robinson, Sherri Robinson and Franklin Street Corporation

Lance A. Baker
Jeff T. Goodson
One Public Square
Clarksville, TN 37040

Attorneys for Defendant/Appellee, City of Clarksville

IN THE CIRCUIT COURT FOR
MONTGOMERY COUNTY, TENNESSEE, AT CLARKSVILLE

JEFFERY ROBINSON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. CC-20-CV-2247**
	)	
CITY OF CLARKSVILLE, JOSEPH PITTS, officially as Mayor for the City of Clarksville, and LANCE BAKER, officially as City Attorney for the City of Clarksville,	)	**JUDGE HICKS**
	)	
Defendants.	)	

NOTICE OF NONSUIT WITH PREJUDICE

Please be advised that pursuant to Rule 41 of the Tennessee Rules of Civil Procedure and the agreement of all parties, Jeffery Robinson gives notice of his election to take a voluntary nonsuit, with prejudice, for all his claims made against the City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville as the lawsuit has been amicably settled.

Respectfully submitted,

Mark R. Olson ((#11630)
Olson & Olson, PLC
112 S. Second Street, Suite 200
Clarksville, TN 37040
931-648-1517

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by email on the following:

Lance A. Baker
One Public Square
Clarksville, TN 37040
lance.baker@cityofclarksville.com

Jeff T. Goodson
One Public Square
Clarksville, TN 37040
jeff.goodson@cityofclarksville.com

Attorneys for Defendant, The City of Clarksville, Tennessee

on this the _____ day of _____, 2021.

_____
Mark R. Olson

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

FRANKLIN STREET CORPORATION, Plaintiff, v. THE CITY OF CLARKSVILLE, TENNESSEE, Defendant.	Case No. 3:20-cv-00523 Judge Aleta A. Trauger

FRANKLIN STREET CORPORATION'S
RULE 41(A)(1)(A)(I) NOTICE OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Franklin Street Corporation hereby gives notice that it is dismissing this action with prejudice (with costs taxed as paid) due to the parties' settlement of the claims at issue in this matter.

Dated: _____ __, 2021.

Mark R. Olson ((#11630)
Olson & Olson, PLC
112 S. Second Street, Suite 200
Clarksville, TN 37040
931-648-1517

Attorney for Plaintiff, Franklin Street Corporation

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by email on the following:

Lance A. Baker
One Public Square
Clarksville, TN 37040
lance.baker@cityofclarksville.com

Jeff T. Goodson
One Public Square
Clarksville, TN 37040
jeff.goodson@cityofclarksville.com

Attorneys for Defendant, The City of Clarksville, Tennessee

on this the _____ day of _____, 2021.

_____
Mark R. Olson

Map & Parcel: 66G-K-019.00
Source: Volume (ORV) 851, Page (PG) 2899 ROMCT (Portion)

This Instrument Prepared By:
James L. Murphy III
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203

GRANT OF PUBLIC UTILITIES AND DRAINAGE EASEMENT

For a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRANKLIN STREET CORPORATION, a Tennessee corporation (the "Grantor"), does hereby grant, transfer and convey to the CITY OF CLARKSVILLE, TENNESSEE, a Tennessee municipal corporation (hereinafter called Grantee), its successors and assigns, a non-exclusive, permanent easement within which to construct, install, operate, maintain, change the size of, inspect, alter, replace and remove, combined sewer utilities, and associated appurtenances, with said easement being more particularly described as follows:

> Being a Public Utility & Drainage Easement situated in the 12th Civil District of Montgomery County, Tennessee, said Easement being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1st Street, and west of, and adjacent to S. 2nd Street, said Easement being more particularly described as follows:
>
> **[Insert Description]**
>
> Being a portion of the property conveyed to Franklin Street Corporation by Warranty Deed recorded in Official Record Volume (ORV) 851, Page (PG) 2899 at the Register's Office of Montgomery County, Tennessee (ROMCT).

Grantor hereby agrees that Grantee, its successors and assigns, may keep the easement clear of any debris, roots, growth or obstructions that may interfere with any utility line(s), and appurtenances thereto. Grantor covenants that no excavation, building, structure or obstruction of any kind will be constructed or permitted on said utility line easement and that it will not destroy, weaken or damage any utility line(s) or associated appurtenances, or interfere with the operation thereof or the flowage of combined sewer therein.

Said easement is granted and conveyed subject to the limitations, restrictions, agreements and requirements set out herein, and further subject to any matters appearing of record.

Following any work performed by Grantor in the easement area, Grantor shall promptly remove all debris and shall otherwise restore such area to substantially the same condition as such area existed prior to such work.

Grantee shall not allow any mechanics, materialmen or similar lien to attach to the Grantor Property as a result of the work of Grantee.

TO HAVE AND TO HOLD the above-described easement with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors and assigns, forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the underlying land in fee simple and of the utility line easement, has a good right to convey said easement, and the easement is unencumbered, except for matters of record; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said easement to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

[SIGNATURE PAGES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2021, at Clarksville, Tennessee.

GRANTOR:

FRANKLIN STREET CORPORATION, a Tennessee corporation

By:_____
Name:_____
Title:_____

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the _____ of Franklin Street Corporation, a Tennessee corporation, and as such _____. (s)he is authorized by the corporation to execute this instrument on behalf of the corporation.

Witness my hand and seal at _____ [City], _____ [State], this _____ day of _____, 2021.

_____
Notary Public

My commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

GRANTEE:

THE CITY OF CLARKSVILLE,
a Tennessee municipal corporation

By: _____
Mayor Joe Pitts

ATTEST:

_____
Sylvia Skinner, City Clerk

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS MY HAND, at office, this the _____ day of _____, 2021.

_____
Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I hereby swear or affirm that a municipality is the Grantee of the property transferred, that pursuant to Tenn. Code Ann. § 67-4-409 (f)(1), this transfer of realty is tax-exempt, and that no oath of value is required pursuant to Tenn. Code Ann. § 67-4-409 (a)(5).

_____
AFFIANT

Sworn to and subscribed before me on this the _____ day of _____, 2021.

_____
NOTARY PUBLIC
My Commission Expires:_____

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
City of Clarksville One Public Square Clarksville, TN 37040	066J F 005.00	Same

This instrument prepared by: Bradley Arant Boult Cummings LLP (MCH)
1600 Division Street, Suite 700, Nashville, TN 37203

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **HIGHPOINTE ROW PARTNERS**, a Tennessee general partnership (the "Grantor"), hereby conveys, remises, releases and quitclaims to the **CITY OF CLARKSVILLE**, a Tennessee municipal corporation (the "Grantee"), Grantee's successors and assigns, certain land in Montgomery County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

Notwithstanding anything to the contrary contained herein, Grantor herby expressly retains an easement as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

The actual consideration or value, whichever is greater, for this transfer is EXEMPT.

CITY OF CLARKSVILLE, a Tennessee municipal corporation

By:_____

Name:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

WITNESS our hands this _day of _____, 2021.

GRANTOR:

HIGHPOINTE ROW PARTNERS, a Tennessee general partnership

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his (her) oath, acknowledged (her)himself to be the partner of Highpointe Row Partners, the within named bargainor, a Tennessee general partnership, and that (s)he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by (him)herself as such partner as his(her) free act and deed.

WITNESS my hand and seal at office in _____, Tennessee, on this the _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

_____

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his (her) oath, acknowledged (her)himself to be the partner of Highpointe Row Partners, the within named bargainor, a Tennessee general partnership, and that (s)he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by (him)herself as such partner as his(her) free act and deed.

WITNESS my hand and seal at office in _____, Tennessee, on this the _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

_____

ACCEPTANCE BY GRANTEE

GRANTEE, the **City of Clarksville, Tennessee**, a Tennessee municipal corporation, hereby accept this Quitclaim Deed for itself, and its successors and assigns, subject to all conditions, reservations, restrictions and terms contained herein, this the _____ day of _____, 2021.

City of Clarksville, a Tennessee municipal corporation

By: _____
Mayor Joe Pitts

Attest:

_____
Sylvia Skinner, City Clerk

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS my hand and seal at office in _____, Tennessee, on this the _____ day of _____, 2021.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING at an iron pin located in the western right-of-way margin of 1st Street, said iron pin being located at the southeastern corner of the Griffiths property and also being located 20 feet west of the centerline of said 1st Street; thence with the western margin of 1st Street South 01 degrees 37 minutes 38 seconds East 88.23 feet to an iron pin; thence South 48 degrees 15 minutes 17 seconds West 27.66 feet to an iron pin; thence North 81 degrees 08 minutes 47 seconds West 31.33 feet to an iron pin; thence North 63 degrees 39 minutes 08 seconds West 43.64 feet to an iron pin; thence North 53 degrees 22 minutes 35 seconds West 38.24 feet to an iron pin; thence North 02 degrees 48 minutes 58 seconds East 62.92 feet to an iron pin; thence with Griffiths' south line, South 88 degrees 08 minutes 00 seconds East 115.45 feet to an iron pin at the point of beginning according to survey of Ben Robert Weakley, Tennessee Registered Land Surveyor No. 1457 of Weakley Brothers, P.O. BOX 3409, 2121 Old Ashland City Road, Clarksville, Tennessee 37043, dated March 10, 1994

Being the same property conveyed to Highpointe Row Partners by Quitclaim Deed from Jeffrey K. Robinson, of record in ORBV 1412, Page 2667, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066J F 00500 000

EXHIBIT B

EASEMENT

1. Concurrently with Grantor's conveyance to Grantee of that certain property described on Exhibit A (the "Conveyed Property"), Grantor expressly retains and reserves for the benefit of that certain real property described in Exhibit B-1 (the "Benefited Property"), a perpetual, non-exclusive ingress, egress and parking easement (the "Easement") over the portion of the Conveyed Property described in Exhibit B-2 (the "Easement Area"). The Easement Area shall be utilized only for purposes of pedestrian and vehicular ingress to and egress from the Benefited Property, and vehicular parking for the Benefited Property. Except in connection with the exercise of Grantor's rights hereunder, Grantor shall not have the right to change or modify the Easement Area.

2. Grantor, at Grantor's sole cost and expense, agrees to keep and maintain the Easement Area in good condition and repair, free of obstructions, including vegetation, brush and trees, necessary for the safe exercise of the rights herein granted. Grantor shall have the right (but not the obligation) to trim, cut and clear away any obstructions, including trees, brush or other vegetation within the Easement Area whenever in Grantor's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

3. Grantee shall not, by act or omission, perform or cause to be performed any act that adversely affects the easements and rights granted herein. Without limiting the generality of the foregoing, except as specifically permitted herein, Grantee shall not erect or construct or permit to be erected or constructed any building or other structure above the surface of the Easement Area.

5. The terms, conditions, covenants, agreements and easement contained herein shall run with the land and are binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns. The Easement hereby granted is appurtenant to the Benefited Property and is a burden on the Conveyed Property and the Easement Area.

EXHIBIT B-1

Description of the Benefited Property

TRACT 1: Being a tract of land located in the 12th Civil District in the City of Clarksville, in the County of Montgomery, TN, said tract being more fully described as being located north of Crossland Ave, south of West Washington Street being more fully described as being located west of and adjacent to 1st Street, said tract being a combined tract of the Jeffrey Robinson as recorded in ORV 1250, Page 2153 and the Highpointe Partners property as recorded in ORV 1209, Page 2898 ROMCT, said tract being more particularly described as follows;

Beginning at point in the west right of way of said 1st Street, said point being the southeast corner of the John Griffiths property as recorded in ORV 461, Page 1817 ROMCT, lying South 09 degrees 05 minutes 01 seconds West for a distance of 186.34 feet from the intersection of the centerline of said 1st Street and said West Washington Street, said point being the northeast corner herein described tract;

Thence along the west right of way of said 1st Street, South 03 degrees 16 minutes 38 seconds West for a distance of 86.98 feet to a point;

Thence South 03 degrees 18 minutes 40 seconds West for a distance of 50.21 feet to a point, said point lying in the north property line of the R J Corman railroad property said point being the southeast corner of herein described tract;

Thence along the north property line of said R J Corman property, North 82 degrees 41 minutes 23 seconds West for a distance of 231. 60 feet to a point, said point lying in the east right of way of Grace Alley, said point also being the southwest corner of herein described tract;

Thence leaving said R J Corman property along said east right of way of said Grace Alley, North 03 degrees 31 minutes 07 seconds East for a distance of 128.29 feet to a new iron pin, at an angle in the east line of said Grace Alley;

Thence North 02 degrees 31 minutes 07 seconds East for a distance of 19.07 feet to a point, said point being the southeast corner of a portion of Grace Alley that has been abandon thru a city resolution, as filed as 97-1991-92;

Thence continuing along the south end of Grace Alley, North 45 degrees 14 minutes 08 seconds West for a distance of 10 .13 feet to a point,

Thence on a new severance line, North 02 degrees 31 minutes 09 seconds East for a distance of 27.20 feet to a point;

Thence continuing on a new severance line South 87 degrees 44 minutes 50 seconds East for a distance of 7.50 feet to a point, said point lying in said Griffiths south property line;

Thence along said south property line of said Griffiths property, South 45 degrees 19 minutes 15 seconds East for a distance of 72.79 feet to a point;

Thence continuing along said south property line of said Griffiths property, South 82 degrees 43 minutes 04 seconds East for a distance of 177.05 feet to the point of beginning.

Said tract containing 0.76 acres, (33,071.39 sq. ft.) more or less. Said tract being subject to all easements, right of way, covenants and restrictions of record and not of record.

Tract 1 being the same property conveyed to Highpointe Row Partners, a Tennessee general partnership, by deed of record in ORBV 1209, Page 2898, Register's Office for Montgomery County, Tennessee. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Montgomery County, Tennessee is 66J-F-11.01.

TRACT 2: Being a tract of land located in the 12th Civil District in the City of Clarksville, in the County of Montgomery, TN, said tract being more full described as being located north of Crossland Ave, south of West Washington Street, said tract being a portion of the Clarksville CBID Management Corp of 1999, a Tennessee Corp as recorded in ORV 1203, Page 526, ROMCT, said tract being more particularly described as follows;

Beginning at an iron pin old (Weakley) in the west right of way of Sullivan (Grace) Alley said point being the northeast corner of herein described tract, lying South 60 degrees 32 minutes 03 seconds West for a distance of 314.4 feet from the intersection of the centerline of 1st Street and said West Washington Street;

Thence along the west right of way of said Sullivan (Grace) Alley, South 03 degrees 11 minutes 57 seconds West for a distance of 190.44 feet to an iron pin old (Weakley), said point also lying in the north property line of the R J Corman Railroad property, said point also being the southeast corner of herein described tract;

Thence along said Railroad north property line, North 84 degrees 53 minutes 46 seconds West for a distance of 45.12 feet to an iron pin old, said point being the southeast corner of the City of Clarksville property as recorded in ORV 462, Page 197 ROMCT, said pin being the southwest corner of herein described tract;

Thence along east property line of said City of Clarksville property, North 02 degrees 59 minutes 12 seconds West, for a distance of 13.79 feet to an iron pin old;

Thence continuing along said east property line, on a curve to the left having a radius of 1662.08 feet, an arc length of 183.48, a delta of 06 degrees 19 minutes 30 seconds, a tangent of 98.14 feet and a chord bearing of North 06 degrees 08 minutes 58 seconds West for a distance of 183.93 feet to an iron pin old (Weakley), said pin being the northwest corner of herein described tract;

Thence along a south property line of said City of Clarksville property, South 82 degrees 30 minutes 46 seconds East for a distance of 76.58 feet to the point of beginning.

Said tract containing 0.25 acres, (11,257.57 sq. ft.) more or less. Said tract being subject to all easements, rights of way, covenants and restrictions of record and not of record. This description is based upon the survey done by DBS & Associates titled – "Boundary Survey of the Clarksville CBID Management Co. Property" dated February 2, 2008.

Tract 2 being the same property conveyed to Jeffrey K. Robinson by deed of record in ORBV 1250, Page 2153, Register's Office of Montgomery County, Tennessee. Also being the same property conveyed to Highpointe Row Partners, a Tennessee general partnership, by deed of even date herewith, of record in ORBV 1314, Page 965, said Register's Office. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Montgomery County, Tennessee is 66J-F-11.00.

EXHIBIT B-2

Description of the Easement Area

Being an ingress, egress and parking easement across the Highpoint ROW Partners property in the 12 TH Civil District of Montgomery County Tennessee as recorded in Official Record Volume (ORV.) 1314, Pg. 965 ROMCT, said easement is generally located west of and adjacent to Sullivan (Gracey) Alley, north of R.J. Corman Railroad, east of Spring Street and south of Washington Street, said property is more particularly described as follows:

Commencing at an existing iron pin in the south boundary line of the City of Clarksville Tn property as recorded in ORV. 732, Pg. 199 ROMCT, said pin being located at Tennessee State Plane Coordinates of Northing 799857.64', Easting 1568696.16' and South 61°12'12" West 313.37 feet from the centerline intersection of First Street and Washington Street;

Thence leaving said City of Clarksville property and with said east right of way of Sullivan (Gracey) Alley. South 03°11'57" West 24.78 feet to a point, said point being the TRUE POINT OF BEGINNING WITH THIS EASEMENT;

Thence continuing with said east right of way of Sullivan (Gracey) Alley, South 03°11'57" West 72.09 feet to a point;

Thence leaving said Sullivan (Gracey) Alley on eleven (11) new easement lines that run approximately 5.0' parallel with an existing asphalt driveway all to a point as follows;
North 47°31'29" West 8.82 feet;

Thence North 45°04'53" West 7.69 feet;
Thence North 35°32'24" West 8.99 feet;
Thence North 21°12'14" West 9.36 feet;
Thence North 00°11'57" West 7.69 feet;
Thence North 14°56'00" East 8.18 feet;
Thence North 23°37'30" East 7.35 feet;
Thence North 31°31'52" East 8.76 feet;
Thence North 39°39'36" East 9.13 feet;
Thence North 47°46'50" East 9.11 feet;

Thence North 56°03'49" East 2.89 feet to the point of beginning containing 1,074.2 Sq. Ft. or 0.02 acres more or less.

Based on a Survey by DBS & Associates, a TTL Company, dated 2-13-2020, by W. Logan McCraw, RLS#2887.

Subject to any restrictions, conveyances, covenants, easements and right of ways both of and not of record.

ADDRESS NEW OWNER	MAP/PARCEL	SEND TAX BILLS TO:
Jeffrey K. Robinson and Sherri L. Robinson _____ Clarksville, Tennessee 37040	None	Same as New Owner
This instrument prepared by: Bradley Arant Boult Cummings LLP (JLM) 1600 Division Street, Suite 700, Nashville, Tennessee 37203		

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged the **City of Clarksville**, a Tennessee municipal corporation (the "Grantor"), hereby conveys, remises releases and quitclaims unto **Jeffrey K. Robinson and Sherri L. Robinson** (collectively, the "Grantee"), certain land in Montgomery County, Tennessee, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property").

Said Property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

This is unimproved property located on South Second Street, City of Clarksville, Montgomery County, Tennessee.

Notwithstanding anything to the contrary contained herein, Grantor herby expressly retains an easement as described on **Exhibit B**, which is attached hereto and incorporated herein by this reference.

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer is $0.00.

_____
Affiant

Subscribed and sworn to before me this ___ day of _____, 2021.

_____
Notary Public
My Commission Expires:_____

WITNESS our hands this ___day of _____, 2021.

GRANTOR:

City of Clarksville, a Tennessee municipal corporation

By: _____
Mayor Joe Pitts

Attest:

_____
Sylvia Skinner, City Clerk

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS my hand and seal at office in _____, Tennessee, on this the _____ day of _____, 2021.

_____
Notary Public
My Commission Expires:

_____

ACCEPTANCE BY GRANTEE

GRANTEE, Jeffrey Robinson and Sherri Robinson, hereby accept this Quitclaim Deed for themselves, their heirs successors and assigns, subject to all conditions, reservations, restrictions and terms contained herein, this the _____ day of _____, 2021.

_____

Jeffrey K. Robinson

_____

Sherri L. Robinson

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Jeffrey K. Robinson, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein contained

WITNESS my hand and seal at office in _____, Tennessee, on this the _____ day of _____, 2021.

_____
Notary Public
My Commission Expires:

_____

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Sherri L. Robinson, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained

WITNESS my hand and seal at office in _____, Tennessee, on this the _____ day of _____, 2021.

_____
Notary Public
My Commission Expires:

_____

Exhibit A

Description of the Property

Being a Tract of land situated in the 12th Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1st Street, and west of, and adjacent to S. 2nd Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2nd Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2nd Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2nd Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a new severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Roberts property, and the southern lines of the BKHolding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.

Exhibit B

Easement

1. Concurrently with Grantor's conveyance to Grantee of that certain property described on Exhibit A (the "Conveyed Property"), Grantor expressly retains and reserves for itself and its successors and assigns, a perpetual public utilities and drainage easement for the purpose of installing, operating, inspecting, maintaining, repairing, replacing, or removing public utility facilities beneath, upon, and over the Conveyed Property (the "Easement").

2. Grantee shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, nor shall Grantee drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Conveyed Property, without the prior written consent of the Grantor's.

3. Grantor shall repair and restore any damage to the Conveyed Property resulting from or arising out of the use thereof by Grantor (or any of its agents, employees, contractors, representatives, subtenants or invitees).

4. Grantor shall use and cause its agents, employees, contractors, guests and invitees to use the Easement in a manner that complies with all applicable laws.

5. The Grantee shall not maintain the Conveyed Property in a manner that impairs the ability or capacity of the Grantee to fully utilize the Easement.

6. The Grantee shall permit the owners of the properties described on Exhibit B-1 (the "Adjoining Properties") to maintain in perpetuity any of the existing encroachments located on the Conveyed Property as shown on the Easement Survey attached hereto as Exhibit B-2. The Grantee shall allow any owner of any Adjoining Property to perform all necessary repairs and maintenance of the encroachments as may be reasonably necessary from time to time.

7. The Grantee shall permit the owners of the Adjoining Property, their personal representatives, heirs, successors, successors-in-title, assigns, tenants, and their respective invitees, guests, visitors, licensees, employees, agents, contractors, and customers, to utilize the Conveyed Property for vehicular and pedestrian ingress and egress to the adjacent public right of way.

8. The terms, conditions, covenants, agreements and easements contained herein shall run with the land and are binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns.

Exhibit B-1

Description of Adjoining Properties

Tract 1

Beginning at a PK nail located south 64 degrees 35 minutes 40 seconds west 104.28 feet from the centerline intersection of Franklin Street and South Second Street and being in the southern line of a brick sidewalk; said iron pin also being located in the northwestern corner of the Jeffrey K. Robinson Property (Vol. 844, Page 2347, ROMCT); thence along the western boundary line of Robinson, south 11 degrees 07 minutes 49 seconds east 100.00 feet to a PK nail located in the northern boundary line of the Franklin Street Corp. Property (Vol. 854, Page 892, ROMCT); thence along said northern boundary line of Franklin Street Corp. Property, south 79 degrees 01 minute 55 seconds west 18.62 feet to a PK nail; thence leaving the northern boundary line of the Franklin Street Corp. Property and along the eastern boundary line of the Christine I. Roberts Property (Vol. 1390, Page 1908, ROMCT), north 11 degrees 07 minutes 15 seconds west 100.00 feet to a PK nail in the said southern line of the brick sidewalk; thence leaving the Roberts boundary line and along the said southern boundary of the brick sidewalk, north 79 degrees 01 minute 55 seconds east, 18.61 feet to the point of beginning, according to survey of Ben Robert Weakley, TRLS No. 1457 of Weakley Brothers Engineering, P.O. Box 3409, 2121 Old Ashland City Road, Clarksville, TN 37043, dated 3-19-12 with a Job No. of 12-201.

The survey shows that the eastern, western and southern boundary lines are along the walls of a 2 story building with basement.

Being the same property which was conveyed to BKTurner Holding LLC, a Tennessee limited liability company, by deed from Todd Hansrote and wife, Suzette Hansrote of record in Volume 1434, Page 831, of the Register's Office for Montgomery County, Tennessee.

Parcel ID: 066G K 01400 000.

Tract 2

Beginning at a PK Nail in the south margin of Franklin Street, said PK Nail being at the Northwest comer of the Carson Castleman Property and also being South 69 degrees 21 minutes 03 seconds West, 142.32 feet from the centerline intersection of 2nd Street and Franklin Street, thence from said point of beginning south 11 degrees 55 minutes 33 seconds East, 147.48 to a PK Nail; thence South 78 degrees 35 minutes 56 seconds West, 24.07 feet to a PK Nail; thence North 10 degrees 47 minutes 53 seconds West, 147.64 feet to a PK Nail in the south margin of Franklin Street; thence with the south margin of Franklin Street, North 79 degrees 01 minutes 55 seconds East, 21.16 feet to the point of beginning, containing 3,336.9 square feet, more or less, according to a survey of J. Vernon Weakley, TRLS#l596, of Weakley Brother's Surveying, dated 7/31/03 and being further designated as Job No. 03-336B.

This property is subject to Special Assessment of record in ORBV 654, Page 890, in the Register's Office for Montgomery County, Tennessee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

Being the same property conveyed to Grumpy's Enterprises LLC by Quitclaim Deed from Grumpy's Bail Bonding, LLC, of record in ORBV 1509, Page 756, in the Register's Office for Montgomery County, Tennessee.

This property is further identified as tax parcel #66G-K-11 in the Montgomery County Tax Assessor's Office.

Tract 3

Reality at the southwest comer of Franklin and Second Streets, bounded on the north by Franklin Street, on the east by second street, on the south by an alley, and on the west by Stone (formerly the M. L. Cross Co.), fronting on Franklin Street 24 feet 10 inches and running back 95 feet to said alley.

This being the same realty conveyed to Deborah S. Evans by deed from Charles W. Smith, of record in Volume 609, Page 303, Register's Office for Montgomery County, Tennessee and by Quitclaim Deed from James Larry Cohoon. of record in Volume 1719, Page 1029, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066G K 01700 000.

Tract 4

Fronting 22-1/4 feet on the south side of Franklin Street, and running back to an alley, bounded north by Franklin Street, south by said alley, east by the property of Mrs. Cornelia Turnley, now occupied by Pennebaker, on the west by the property of Mrs. Clara Burney, now occupied by I. P. Gerhart Store.
INCLUDED in the above-described property BUT EXPRESSLY EXCLUDED HEREFROM is the following described real estate to wit:

But off of the same there was sold a strip fronting 8 inches on Franklin Street and back the full length of the above lot along the western edge thereof, fully set out in a deed executed by L. Gauchat dated August 26, 1878 and of record in Deed Book 18, Page 325, to which reference is here made, and the said strip of ground was conveyed to Kincannon Wood & Company by the said last mentioned deed and is not herein conveyed.

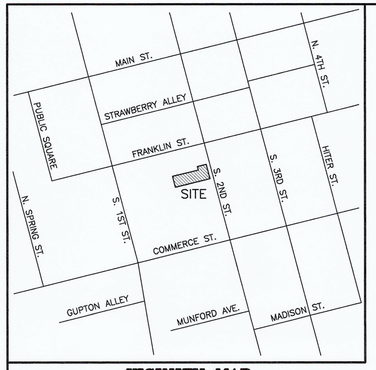
This being the same real estate conveyed to Christine L. Roberts by Cash Warranty Deed from Carson Castleman of record in ORBV 1390, Page 1908, in the Register's Office for Montgomery County, Tennessee. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Montgomery County, Tennessee is 66G-K-13.

Exhibit B-2

Copy of Easement Survey

EASEMENT SURVEY FOR THE CITY OF CLARKSVILLE GAS AND WATER DEPARTMENT

O.R.V. 851, PAGE 2901, R.O.M.C.T.
O.R.V. 851, PAGE 2904, R.O.M.C.T.
TWELFTH CIVIL DISTRICT
MONTGOMERY COUNTY, TENNESSEE
DATE: FEBRUARY 10, 2020
SCALE: 1" = 10'



VICINITY MAP

NORTH AS PER TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD 83)



BOUNDARY LINE DATA		
LINE	BEARING	DISTANCE
L1	S 14°52'43" E	16.50'
L2	S 75°47'11" W	112.63'
L3	N 14°55'18" W	11.50'
L4	N 75°47'11" E	87.79'
L5	N 14°46'05" W	5.00'
L6	N 75°47'11" E	24.83'
L7	S 14°52'43" E	5.00'
L8	N 14°55'18" E	5.00'

LEGEND:
IP(O) = IRON PIN OLD
IP(N) = 1/2" IRON PIN NEW SET CAP NO. 1837
R.O.W. = RIGHT OF WAY
UGE = UNDERGROUND ELECTRIC
UGT = UNDERGROUND TELEPHONE
WV = WATER VALVE
C.O. = SEWER CLEANOUT
GAS LINE: —— GAS ——
UNDERGROUND ELECTRIC: —— UGE ——
UNDERGROUND TELEPHONE: —— UGT ——
CENTERLINE: — — —
BOUNDARY LINE: ———
RIGHT-OF-WAY LINE: — — —
FENCE: -o-o-o-o-o-o-o-o-o-o-

I hereby certify to the hereon named parties that this is a Category 1 survey and that the closure of the unadjusted traverse is greater than 1:10,000. That I am not liable for anything that is changed, that these lines are based upon the latest recorded plat or deed as well as other data that is available to me at this time. This survey is correct to the best of my knowledge, belief, and professional opinion.

Said property subject to all easements, right-of-ways, conveyances of record, and restrictions.

NOTE: This survey is subject to change contingent upon receipt of a current abstract or title policy covering the property shown hereon.

THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. UNDERGROUND UTILITIES SHOWN, WERE TAKEN FROM VISIBLE FEATURES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FUTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED; THEREFORE, RELIANCE UPON THE LOCATION OF UTILITIES SHOWN SHOULD BE DONE WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.

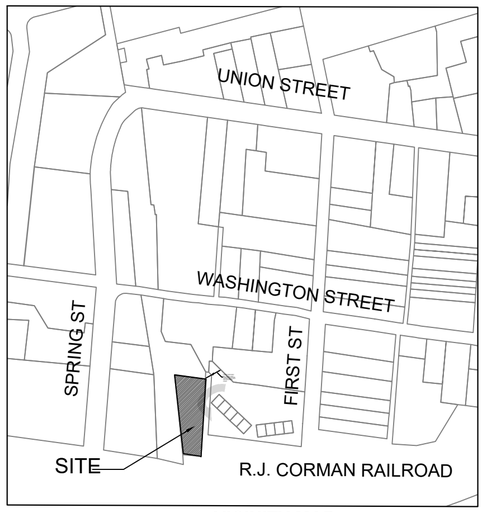
GRAPHIC SCALE: 1" = 10 FEET
10 0 10 20 30



Suiter Surveying & Land Planning
CIVIL ENGINEERING & LAND SURVEYING
P.O. Box 30271
1805A Alpine Drive
Clarksville, TN. 37040
ph. & (931) 920-1750
Fax # (931) 920-8490

BOUNDARY SURVEY

OF THE HIGHPOINT ROW PARTNERS PROPERTY
TAX MAP 066J, GROUP F, PARCEL 005.00
AS RECORDED IN DEED BOOK 1314 PAGE 965
REGISTER'S OFFICE OF MONTGOMERY COUNTY, TENNESSEE
S. 1ST STREET, CLARKSVILLE,TN 37040
12TH DISTRICT OF MONTGOMERY COUNTY, TENNESSEE
TOTAL AREA = 11,252Sq. Ft. **OR 0.26 ACRES, MORE OR LESS**
ZONE: CBD DATE: 5-30-18 REVISED 2-13-20



VICINITY MAP
(NOT TO SCALE)

SITE LEGEND

BOUNDARY LINE
ADJOINING BOUNDARY LINE
SA SA SANITARY SEWER
SAS GIS SANITARY SEWER (PER GIS)

BUILDING ALLEY ABANDONMENT ASPHALT

MONUMENT FOUND (½" REBAR, UNLESS NOTED OTHERWISE)
MONUMENT SET (1/2" REBAR CAPPED "DBS & ASSOC.")

SA= SANITARY SEWER
ROMCT= REGISTER OF DEEDS MONTGOMERY COUNTY, TENNESSEE
GIS= GEOGRAPHICAL INFORMATION SYSTEM
PVC= POLY VINYL CHLORIDE PIPE
PRV.=OFFICIAL RECORD VOLUME
PG=PAGE
RLS=REGISTERED LAND SURVEYOR

CITY OF CLARKSVILLE
PROPERTY
ORV.732, PG. 199 ROMCT

SURVEYOR'S NOTES

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

BEARINGS AND DISTANCES TAKE PRECEDENCE OVER SCALE

SETBACKS ARE AS PER PLAT, PROPERTY IS ZONED AS "CBD". SURVEY DOES NOT ADDRESS CONTEXTUAL SETBACKS.

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

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

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

THE PROPERTY IS NOT SUBJECT TO A BLUE LINE STREAM AS SHOWN ON SURVEY. BASED ON U.S.G.S. ONLINE MAPPING.

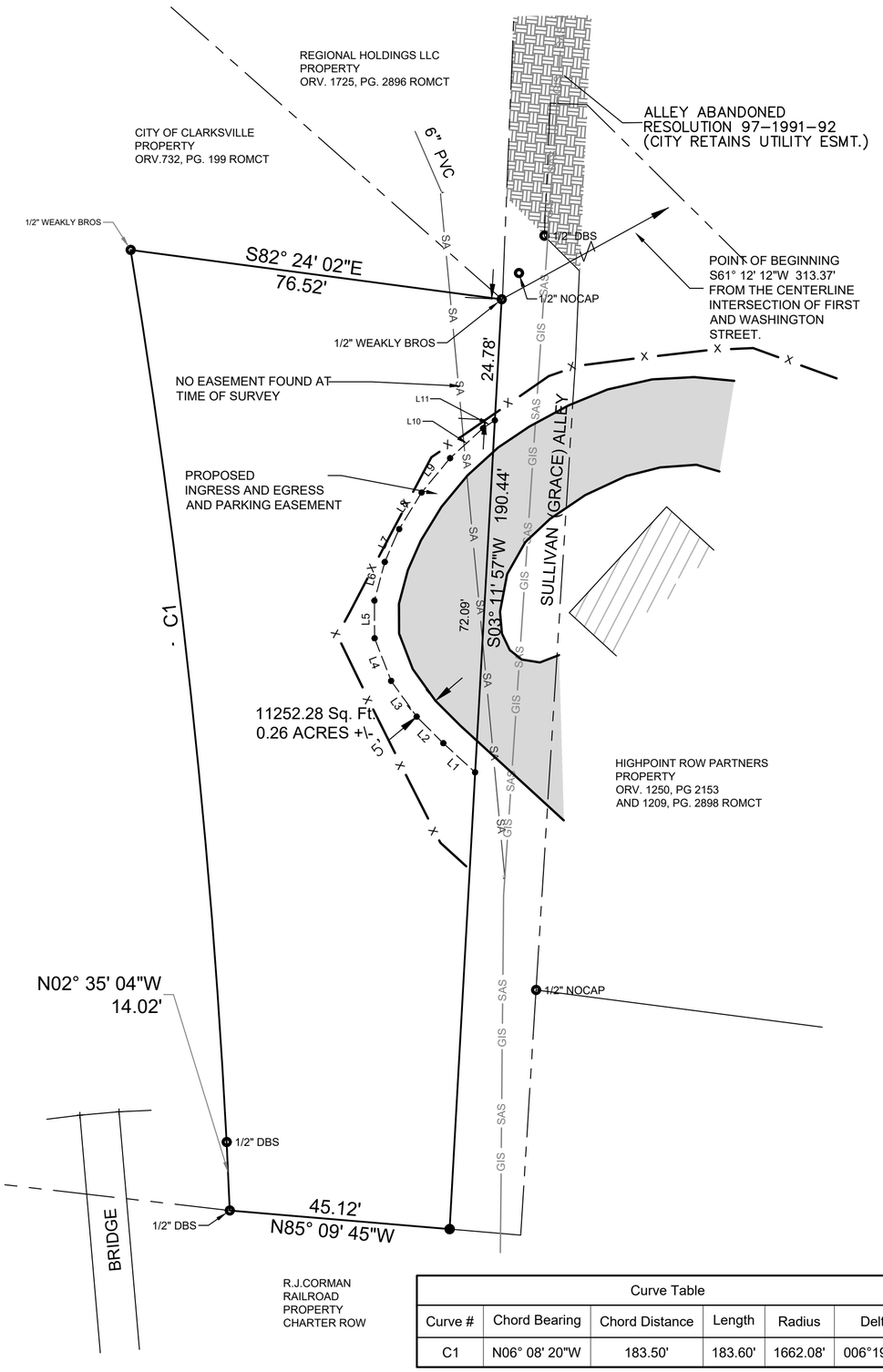
RAILROAD RIGHT OF WAY BASED ON A RIGHT OF WAY AND TRACK MAP FOR THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY SHEET 8 (V-25) LAST REVISION DATE 3-15-43.

PROPERTY IS LOCATED IN THE TRANSITION ZONE OF THE AIRPORT OVERLAY DISTRICT AS DESCRIBED IN CHAPTER 9 OF THE CITY OF CLARKSVILLE TENNESSEE ZONING ORDINANCE. WITH A HEIGHT RESTRICTION AS FOLLOWS:
EXCEPT AND OTHERWISE PROVIDED IN THE SECTION, NO STRUCTURE OR TREE SHALL BE ERECTED, ALTERED, OR ALLOW TO GROW, OR MAINTAINED IN ANY SURFACE CREATED BY THIS SECTION IN EXCESS OF THE HEIGHT LIMITATIONS ESTABLISHED BY THIS SECTION.
HEIGHT LIMITATION FOR TRANSITION SURFACE IS AS FOLLOWS:
1' IN HEIGHT FOR EACH 7' IN HORIZONTAL DISTANCE FROM THE SIDES OF THE PRIMARY SURFACE AND FROM THE SIDES OF THE APPROACH SURFACES.. TRANSITION SURFACES FOR THOSE PORTIONS OF THE PRECISION APPROACH SURFACE WHICH PROJECT THOUGH AND BEYOND THE LIMITS OF THE CONICAL SURFACE, EXTEND FOR A DISTANCE OF 5000' MEASURED HORIZONTALLY FROM THE EDGE OF THE APPROACH SURFACE AND RIGHT ANGLES TO THE RUN WAY CENTERLINE.

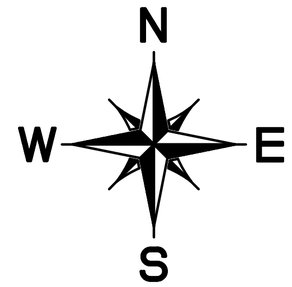
THIS SURVEY IS A REVISION OF A BOUNDARY SURVEY DONE ON 6-8-2018.
REASON FOR REVISION
TO ADD INGRESS AND EGRESS
AND PARKING EASEMENT

DISCLAIMER

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



Curve Table					
Curve #	Chord Bearing	Chord Distance	Length	Radius	Delta
C1	N06° 08' 20"W	183.50'	183.60'	1662.08'	006°19'44"



NORTH BASED ON
TENNESSEE STATE PLANE COORDINATES
N.A.D. 83
GRID NORTH
VERTICAL DATUM: N.A.V.D. 88

GRAPHIC SCALE 1"=20'

0 20 40 60

Line Table		
Line #	Direction	Length
L1	N47°31'29"W	8.82'
L2	N45°04'53"W	7.69'
L3	N35°32'24"W	8.99'
L4	N21°12'14"W	9.36'
L5	N00°11'57"W	7.69'
L6	N14°56'00"E	8.18'
L7	N23°37'30"E	7.35'
L8	N31°31'52"E	8.76'
L9	N39°39'36"E	9.13'
L10	N47°46'50"E	9.11'
L11	N56°03'49"E	2.89'

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

This tract does not lay within a Special Flood Hazard Area of the Federal Emergency Management Agency according to the Flood Insurance Rate Map (47125 C 0238 D Zone X) of the City of Clarksville, Montgomery County, Tennessee, Dated: March 18, 2008, unless otherwise noted on survey.

I hereby certify that this is a Category-I survey, and that the Closure of the Unadjusted Traverse is better than 1:10,000. This survey was done in compliance with current Tennessee minimum standards of practice.

Bearing and distance shown take precedence over scale.



2-13-2020

W LOGAN MCCRAW TN RLS # 2887
DBS & ASSOCIATES ENGINEERING

330 North 2nd Street
P.O. Box 949
Clarksville, TN 37041-0949
P: (931) 647-6959 • F: (931) 647-7135
visit us online: www.dbsengr.com
DBS & Associates Engineering
A TTL COMPANY
Engineers • Surveyors • Planners

BOUNDARY SURVEY
OF THE HIGHPOINT ROW PARTNERS PROPERTY
TAX MAP 066J, GROUP F, PARCEL 005.00
S. 1ST STREET, CLARKSVILLE,TN 37040
12TH DISTRICT OF MONTGOMERY COUNTY, TENNESSEE
TOTAL AREA = 11,252.28 Sq. Ft. OR 0.26 ACRES, MORE OR LESS
ZONE: CBD DATE: 5-30-18 REVISED 2-13-20

REVISIONS

FIELD CREW: JJ/ JAM
DRAWN BY: MW
CHECKED BY: WLM

SHEET
1 OF 1

S:\HIGHPOINT ROW PARTNERS REV. (PAT CHESNEY)\SURVEY INFO\HIGH POINT ROW PARTNERS S.FIRST STREET.DWG
PLOTTED: 2/14/2020 11:36 AM

DEMOLITION NOTES:

1. CONTRACTOR SHALL PROVIDE NECESSARY SIGNAGE, BARRICADES OR OTHER DEVICES FOR THE PROTECTION OF THE PUBLIC, CONSTRUCTION WORKERS AND TRAFFIC CONTROL.
2. ALL DISTURBED AREAS SHALL BE COMPLETELY RESTORED TO EQUAL OR BETTER CONDITION PRIOR TO COMPLETION OF CONSTRUCTION.
3. ALL MUD, DIRT AND DEBRIS TRACKED INTO THE EXISTING ROADWAY AND/OR PARKING AREA FROM THE SITE SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
4. NO ATTEMPT IS MADE TO STIPULATE EVERY REQUIRED ITEM OF DEMOLITION ON THE DRAWINGS. CONTRACTOR SHALL VISIT AND STUDY THE PHYSICAL CONDITION OF THE SITE, REVIEW THE DRAWINGS AND REACH THEIR OWN CONCLUSIONS ON WORK NECESSARY TO ACCOMPLISH INTENDED WORK AS INDICATED ON THE DRAWINGS.
5. CONTRACTORS MANNER AND METHOD OF INGRESS/EGRESS WITH RESPECT TO THE PROJECT AREA SHALL IN NO WAY PROHIBIT NORMAL PEDESTRIAN OR VEHICULAR TRAFFIC IN THE VICINITY OF THE PROJECT SITE.
6. NO DEBRIS SHALL BE LEFT ON THE PROJECT SITE. LEGAL DISPOSAL AREAS FOR SUCH SHALL BE LOCATED OFF-SITE AND SECURED BY THE CONTRACTOR.
7. LOCAL REGULATIONS REGARDING HAULING AND DISPOSAL SHALL APPLY. CONTRACTOR SHALL TAKE MEASURES TO PREVENT SPILLAGE ONTO EXISTING PARKING AREAS OR LOCAL STREETS AND BE RESPONSIBLE FOR CLEAN UP IF SPILLAGE OCCURS, AS A RESULT OF THE TRUCKING OPERATIONS.
8. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO EXISTING ROADWAY, PARKING AREA AND STRUCTURES CAUSED BY DEMOLITION AND HAULING OPERATIONS.
9. ALL BURNING OF TREES, BRUSH AND DEBRIS SHALL BE DONE IN CONFORMANCE WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES.

GENERAL SITE INFORMATION:

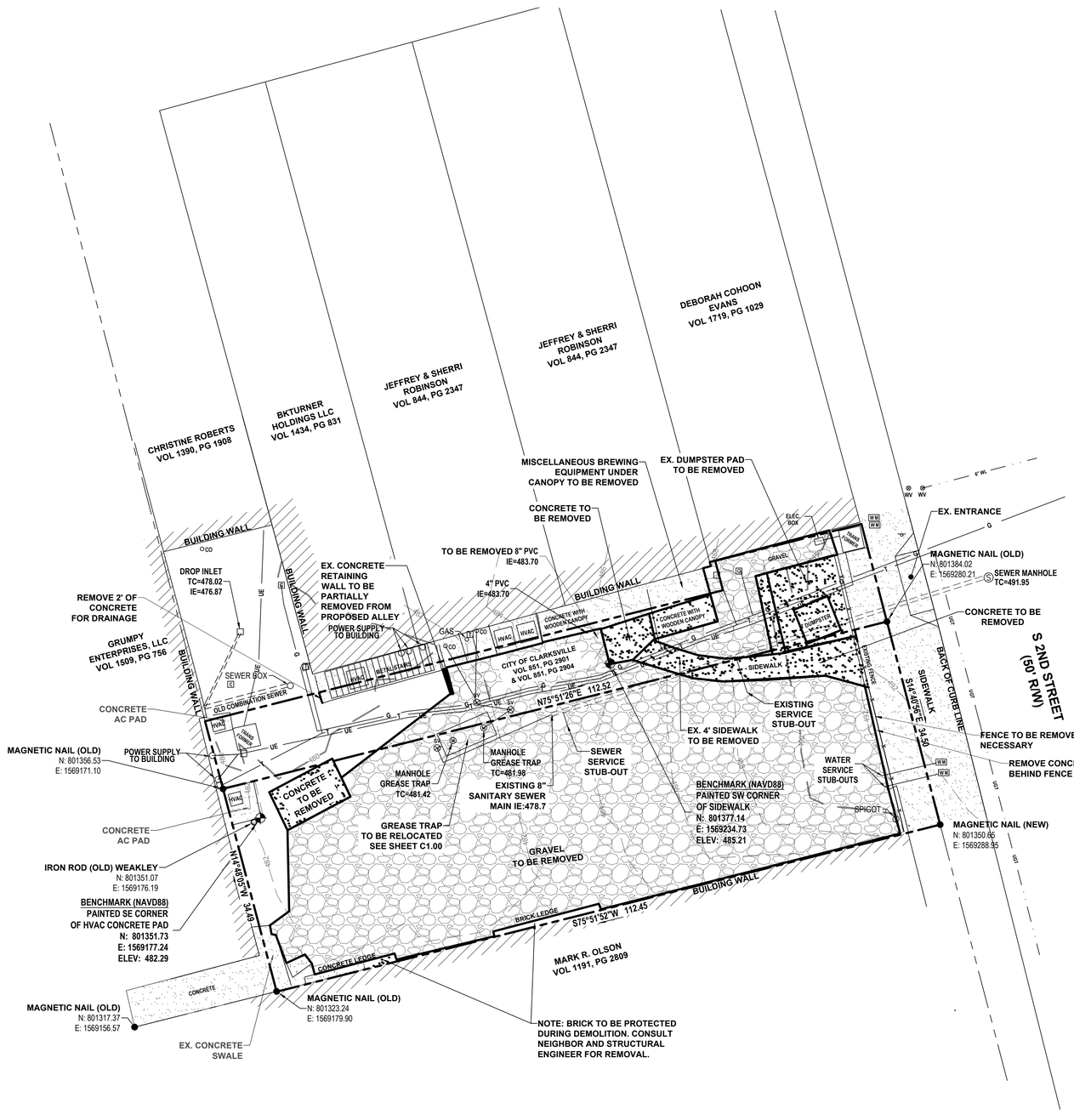
OWNER/DEVELOPER: FRANKLIN STREET CORP
132 FRANKLIN STREET
CLARKSVILLE, TN 37040

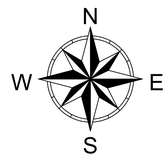
CITY OF CLARKSVILLE

CURRENT ZONING: CBD
CIVIL DISTRICT: 12th
DEED REF. #O.R.V. 854, PG. 892
TAX MAP NO. 066G 'K' PARCEL NO. 19.00

SITE LEGEND

- PROPERTY LINE
- BOUNDARY LINE
- TREE LINE
- ROADWAY CENTERLINE
- GAS MAIN & SERVICE LINE
- UNDERGROUND ELECTRIC
- WATER MAIN & SERVICE LINE
- SANITARY SEWER MAIN & SERVICE
- STORM SEWER LINE
- FENCELINE
- UNDERGROUND TELEPHONE
- PROPOSED WATER MAIN (SIZE TBD)
- EXISTING MAGNETIC NAIL
- EXISTING IRON PIN
- CLEANOUT
- UTILITY POLE
- POWER POLE
- SANITARY SEWER MANHOLE
- STORM SEWER INLET
- REFERENCE POINT (CONTROL)
- BENCHMARK
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRICAL TRANSFORMER
- TELEPHONE BOX
- EXISTING BUILDING
- EXISTING GRAVEL
- EXISTING CONCRETE
- PROPOSED HEAVY DUTY CONCRETE





0 10 20 Feet

GRAPHIC SCALE
1" =10 '

GENERAL NOTES:
1. All utility locations based on location of utilities by local utility authorities and visible field location by others. There is no guarantee that no other utilities either public or private are not displayed on this survey.
2. All site lighting shall be directed inward with shielded hoods. No light shall spill on adjacent property.
3. Elements shown per an Asbuilt/Boundary Survey of the City of Clarksville, conducted by Suiter Surveying, furnished by Clarksville Gas & Water, and dated: 04-04-2016.

EDWARD C. BURCHETT — REGISTERED LANDSCAPE ARCHITECT — AGRICULTURE — COMMERCE — 111 — STATE OF TENNESSEE — 5/11/20

REVISIONS

DATE	COMMENTS

FOR PERMITTING ONLY

S. SECOND ST. SEWER CAPACITY STUDY

EXISTING CONDITIONS & DEMOLITION PLAN

S. 2ND ST., CLARKSVILLE
MONTGOMERY COUNTY, TENNESSEE
May 11, 2020

McKAY-BURCHETT & COMPANY ENGINEERS
1545 Madison Street
Clarksville, TN 37040
Ph # 931-245-3095

DRAWN BY: D. HAWKINS
CHECKED BY: C. BURCHETT

FILE: S:\Projects\2020\0032-2018 2nd St. Sewer Capacity Study\JBREW10USE.dwg

SHEET: C 0.10

GENERAL SITE NOTES:

1. THE LOCATION OF EXISTING PIPING AND UNDERGROUND UTILITIES, SUCH AS GAS MAINS, WATER MAINS, ELECTRIC DUCT LINES, ETC., AS SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION, BY ACTUAL OR FURNISHED SURVEYS, AND TAKEN FROM THE RECORDS OF THE PARENT UTILITY COMPANIES DRAWINGS OF THE EXISTING FACILITIES. HOWEVER, THE ENGINEER DOES NOT ASSUME THE RESPONSIBILITY FOR THE POSSIBILITY THAT, DURING CONSTRUCTION, UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATION OF THOSE SHOWN MAY BE DIFFERENT FROM THE LOCATIONS DESIGNATED ON THE PLANS.
   TENNESSEE ONE CALL CENTER: 1-800-351-1111
2. IN THE EVENT OF A CONFLICT BETWEEN THE PLANS, SPECIFICATIONS, STANDARD NOTES, OR THE REQUIREMENTS OF OFFICIALS OF INVOLVED GOVERNMENT BODIES, PLEASE CONTACT ENGINEER OF RECORD.
3. THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE SITE BEFORE SUBMITTING A PROPOSAL FOR THE PROJECT. IT IS ASSUMED THAT THE CONTRACTOR HAS EXAMINED THE PLANS, SPECIFICATIONS AND THE SITE PRIOR TO SUBMITTING A PROPOSAL. ANY ITEMS THAT WOULD BE REASONABLY REQUIRED FOR CONSTRUCTION, WHETHER OR NOT SPECIFICALLY DENOTED IN THE PLANS SHALL BE PROVIDED BY THE CONTRACTOR.
4. WHEN THE WORK AREA IS AN AREA OF DIRECT PUBLIC ACCESS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTING BARRICADES AND CONSTRUCTION WARNING SIGNS IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE INSPECTORS OF ALL CONCERNED GOVERNMENT AGENCIES DURING ALL PHASES OF CONSTRUCTION.
6. BEARINGS AND/OR DISTANCES SHOWN ON THE PLANS SHALL TAKE PRECIDENCE OVER SCALE. SHOULD A CONFLICT EXIST, NOTIFY THE ENGINEER IMMEDIATELY.
7. ANY TEMPORARY CONSTRUCTION DURING THIS PROJECT SHALL BE MADE IN SUCH A MANNER AS TO ADEQUATELY DRAIN AND BE MAINTAINED FOR THE LIFE OF THE TEMPORARY CONSTRUCTION, THE TERM OF THE PROJECT, OR A PERIOD OF ONE YEAR. TEMPORARY TURN AROUNDS SHALL BE CONSTRUCTED IN SUCH A MANNER AS TO ADEQUATELY DRAIN AND HAVE A SMOOTH TRANSITION FROM FINISHED PAVEMENT ELEVATIONS TO FINISHED STONE ELEVATIONS.
8. ANY EXISTING OR PROPOSED VALVES, FIRE HYDRANTS, METER VAULTS, MANHOLES, SPRINKLER HEADS, ELECTRIC METERS/VAULTS, PULL BOXES, TRANSFORMERS (THIS SHALL INCLUDE ANY PADS GRATES, LIDS SIGNS, POSTS OR ANY OTHER ITEMS ASSOCIATED WITH SUCH APPURTENANCES), TELEPHONE PEDESTALS, CABLE BOXES, FIBER OPTIC VAULTS(BOXES), REMOTE FIRE DEPARTMENT CONNECTIONS, CLEANOUTS, SPIGOTS, LIGHT POLES, FLOOD LIGHTS, AREA DRAINS, CATCH BASINS OR OTHER SUCH APPURTENANCES LOCATED WITHIN THE CONSTRUCTION SITE WHICH ARE NOT SPECIFIED TO BE REMOVED SHALL BE ADJUSTED TO MATCH FINISHED GRADES.
9. ANY ALTERCATION TO THIS PLAN SHALL BE APPROVED BY THE ENGINEER & APPROPRIATE GOVERNING AGENCIES PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY. FAILURE TO DO SO COULD RESULT IN A DELAY OR NON-ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
10. ALL SITE LIGHTING SHALL BE DIRECTED INWARD ONTO SITE, TO INCLUDE SHIELDED HOODS. NO SITE LIGHTING SHALL SPILL ONTO ADJACENT PROPERTIES.
11. SIGNAGE, STRIPING AND PAVEMENT OUTSIDE OF DEVELOPMENT ENTRANCE SHALL CONFORM WITH CITY OF CLARKSVILLE OR TENNESSEE DEPARTMENT OF TRANSPORTATION REQUIREMENTS AS REQUIRED.
12. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE.
13. SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS.
14. CONCRETE WALKS & PADS SHALL HAVE A BROOM FINISH. ALL CONCRETE SHALL BE 3000 PSI UNLESS OTHERWISE NOTED. CURB RAMPS & SIDEWALK SLOPES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL CURRENT LOCAL REQUIREMENTS. IF APPLICABLE, THE CONTRACTOR SHALL REQUEST INSPECTION OF SIDEWALK AND RAMP FORMS PRIOR TO PLACEMENT OF CONCRETE.
15. CONTRACTION JOINTS SHALL BE CONSTRUCTED TO A DEPTH OF AT LEAST 1/4 THE CONCRETE THICKNESS, & SHALL DIVIDE CONCRETE ROUGHLY INTO SQUARES WITH MAXIMUM 10' SEGMENTS.
16. ALL SIDEWALKS, CURB RAMPS AND HANDICAP PARKING SPACES SHALL MEET ALL ADA AND FAIR HOUSING ACT REQUIREMENTS.

GENERAL UTILITY NOTES:

1. ALL WATER AND SANITARY SEWER CONSTRUCTION IS TO BE MADE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CLARKSVILLE GAS AND WATER DEPARTMENT OR THE APPROPRIATE UTILITY DISTRICT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE CITY ENGINEER'S OFFICE OR THE APPROPRIATE UTILITY DISTRICT.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE CLARKSVILLE DEPARTMENT OF ELECTRICITY (CDE) OR CUMBERLAND ELECTRIC MEMBERSHIP COOPERATIVE (CEMC) AND BELL SOUTH DURING CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE SHEETING, SHORING AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET ALL APPROPRIATE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
4. MEGALUG MECHANICAL RESTRAINTS, OR EQUAL SHALL BE USED ON ALL FITTINGS AND VALVES.
5. ANY VALVES, MANHOLES, SPRINKLER HEADS OR OTHER SUCH APPURTENANCES LOCATED WITHIN THE CONSTRUCTION SITE SHALL BE ADJUSTED TO MATCH FINISHED GRADES.
6. BEDDING MATERIAL FOR PVC SEWER PIPE SHALL CONSIST OF A 6-INCH ENVELOPE OF AASHTO M43 #67 CRUSHED STONE ON ALL SIDES OF THE PIPE. PIPE BEDDING SHALL BE THOROUGHLY AND COMPLETELY TAMPED BEFORE BACKFILLING.
7. SHOULD SOLID ROCK BE ENCOUNTERED IN A SEWER TRENCH, IT SHALL BE REMOVED TO A DEPTH OF AT LEAST SIX (6) INCHES BELOW THE FINISHED PIPELINE.
8. IN GENERAL, CRUSHED STONE BEDDING SHALL NOT BE REQUIRED FOR WATER LINE INSTALLATIONS. HOWEVER, WHERE UNSUITABLE MATERIAL OR SOLID ROCK IS ENCOUNTERED, BEDDING SHALL CONSIST OF A 6-INCH ENVELOPE OF AASHTO M43 #67 CRUSHED STONE ON ALL SIDES OF THE PIPE.
9. GENERALLY, TRENCHES SHALL BE BACKFILLED DAILY AS CONSTRUCTION PROCEEDS. IN NO CASE SHALL A TRENCH BE LEFT OPEN FOR MORE THAN SEVEN (7) DAYS.A. BACKFILL UNDER PAVEMENT: THE CONTRACTOR SHALL PLACE AND COMPACT AASHTO M43 #67. IN LIFTS NOT EXCEEDING 6 INCHES FROM THE TOP OF THE BEDDING ENVELOPE TO THE BASE OF THE PAVEMENT.
   B. BACKFILL IN UNIMPROVED AREAS:
   THE CONTRACTOR SHALL PLACE AND COMPACT MATERIAL CONSISTENT WITH EITHER FINE, LOOSE EARTH OR GRANULAR MATERIAL THAT IS FREE FROM CLODS, VEGETABLE MATTER, DEBRIS, STONE, AND/OR OTHER OBJECTIONABLE MATERIALS IN 12 INCH LIFTS COMPACTED TO 95% STANDARD PROCTOR (ASTM D698).
10. BEDDING MATERIAL FOR RIGID SEWER PIPE (RCP, DUCTILE IRON, CAST IRON) SHALL CONSIST OF A 6-INCH ENVELOPE OF AASHTO M43 #67 CRUSHED STONE ON ALL SIDES OF THE PIPE. PIPE BEDDING SHALL BE THOROUGHLY AND COMPLETELY TAMPED BEFORE BACKFILLING.
11. ALL SANITARY SEWER CLEANOUTS IN CONCRETE OR PAVEMENT AREAS SHALL BE IN A MB-9 LITTLE RHINO METER/VALVE BOX, ITEM NUMBER 55-L-SV, OR APPROVED EQUIVALENT.
12. MECHANICAL RESTRAINT SHALL BE USED ON ALL FITTINGS AND VALVES.
13. ALL NEW UTILITIES SHALL BE PLACED UNDERGROUND AS PER ORDINANCE 116-1006-07.
14. CONTRACTOR TO ENSURE THAT ALL GRADING IS TO SUBGRADE PRIOR TO INSTALLATION OF UTILITY LINES.
15. ANY PVC GRAVITY SEWER PIPE INSTALLED AT DEPTHS GREATER THAN 12 FEET SHALL CONFORM TO SDR 26 OR PS 115.
16. ALL WATER MAIN INSTALLATION SHALL CONFORM TO AWWA C605 FOR PVC AND AWWA C600 FOR DUCTILE IRON PIPE, ALL MATERIAL SHALL BE ASTM D02241 OR AWWA C900 FOR PVC AND ANSI A21.51 (AWWA C151) FOR DUCTILE IRON PIPE.
17. ALL SANITARY SEWER MAIN PIPE SHALL MEET OR EXCEED ASTM D3034-SDR35 STANDARDS.
18. CONTRACTOR TO VERIFY DEPTH, LOCATION, AND SIZE OF EXISTING UTILITIES PRIOR TO ORDERING MATERIALS.
19. UTILITY LOCATIONS ARE TO BE STAMPED IN CURB IN ACCORDANCE WITH UTILITY DEPT.
20. WATER SERVICE PIPE MATERIAL MAY BE MUNICIPEX CROSS LINKED POLYETHYLENE (PEXA) BY REHAU OR ALTERNATIVELY MAY BE TYPE K SOFT COPPER.
21. TRACER WIRE SHALL BE INSTALLED ALONG ALL WATER MAIN, WATER SERVICES, AND SEWER FORCE MAIN AND FORCE MAIN SERVICES. TRACER WIRE SHALL BE COPPERHEAD 1230-HS, 12 AWG COPPER CLAD STEEL TRACER WIRE WITH 30 MIL. HDPE COATING, NO SUBSTITUTIONS ALLOWED. CONNECTORS AT SERVICE CONNECTIONS AND TEES SHALL BE DRYCONN DIRECT BURY LUG AQUA BY KING INNOVATION AND AT THE MAIN LINE SPLICES SHALL BE DRYCONN KING 6 BLUE BY KING INNOVATION, NO SUBSTITUTIONS ALLOWED. TRACER WIRE SHALL EXTEND AT LEAST 5 FEET BEYOND WATER SERVICE STUB TERMINATIONS. A PIECE OF PVC PIPE SHALL BE BURIED VERTICALLY AGAINST THE 4" x 4" MARKER POST EXTENDING ABOUT 2" ABOVE GROUND LEVEL. THE TRACER WIRE SHALL BE FED THROUGH THE PVC PIPE WITH END OF WIRE ABOUT 2" ABOVE THE END OF THE PIPE AND THE REMAINDER COILED AND BURIED BENEATH IT. A PERFORMANCE TEST WILL BE PERFORMED ON THE COMPACTED TRACER WIRE SYSTEM TO ENSURE THE ENTIRE SYSTEM IS TRACKABLE. ANY PART OF THE SYSTEM THAT IS NOT TRACKABLE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR UNTIL IT IS TRACKABLE PRIOR TO FINAL ACCEPTANCE OF UTILITIES.

SITE LEGEND

- PROPERTY LINE
- BOUNDARY LINE
- TREE LINE
- ROADWAY CENTERLINE
- GAS MAIN & SERVICE LINE
- UNDERGROUND ELECTRIC
- WATER MAIN & SERVICE LINE
- SANITARY SEWER MAIN & SERVICE
- STORM SEWER LINE
- FENCELINE
- UNDERGROUND TELEPHONE
- PROPOSED WATER MAIN (SIZE TBD)
- EXISTING MAGNETIC NAIL
- EXISTING IRON PIN
- CLEANOUT
- UTILITY POLE
- POWER POLE
- SANITARY SEWER MANHOLE
- STORM SEWER INLET
- REFERENCE POINT (CONTROL)
- BENCHMARK
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRICAL TRANSFORMER
- TELEPHONE BOX
- EXISTING BUILDING
- EXISTING GRAVEL
- EXISTING CONCRETE
- PROPOSED HEAVY DUTY CONCRETE

SPECIAL NOTE:
NO ARCHITECT PLANS PROVIDED AT THIS TIME. CONTRACTOR TO COORDINATE WITH ARCHITECT FOR EXACT SIZE OF BUILDING.

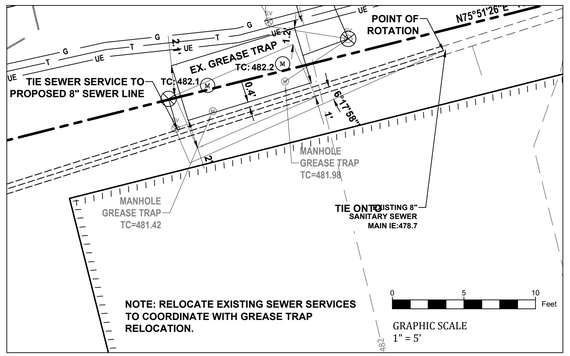
GENERAL SITE INFORMATION:

OWNER/DEVELOPER: FRANKLIN STREET CORP
132 FRANKLIN STREET
CLARKSVILLE, TN 37040

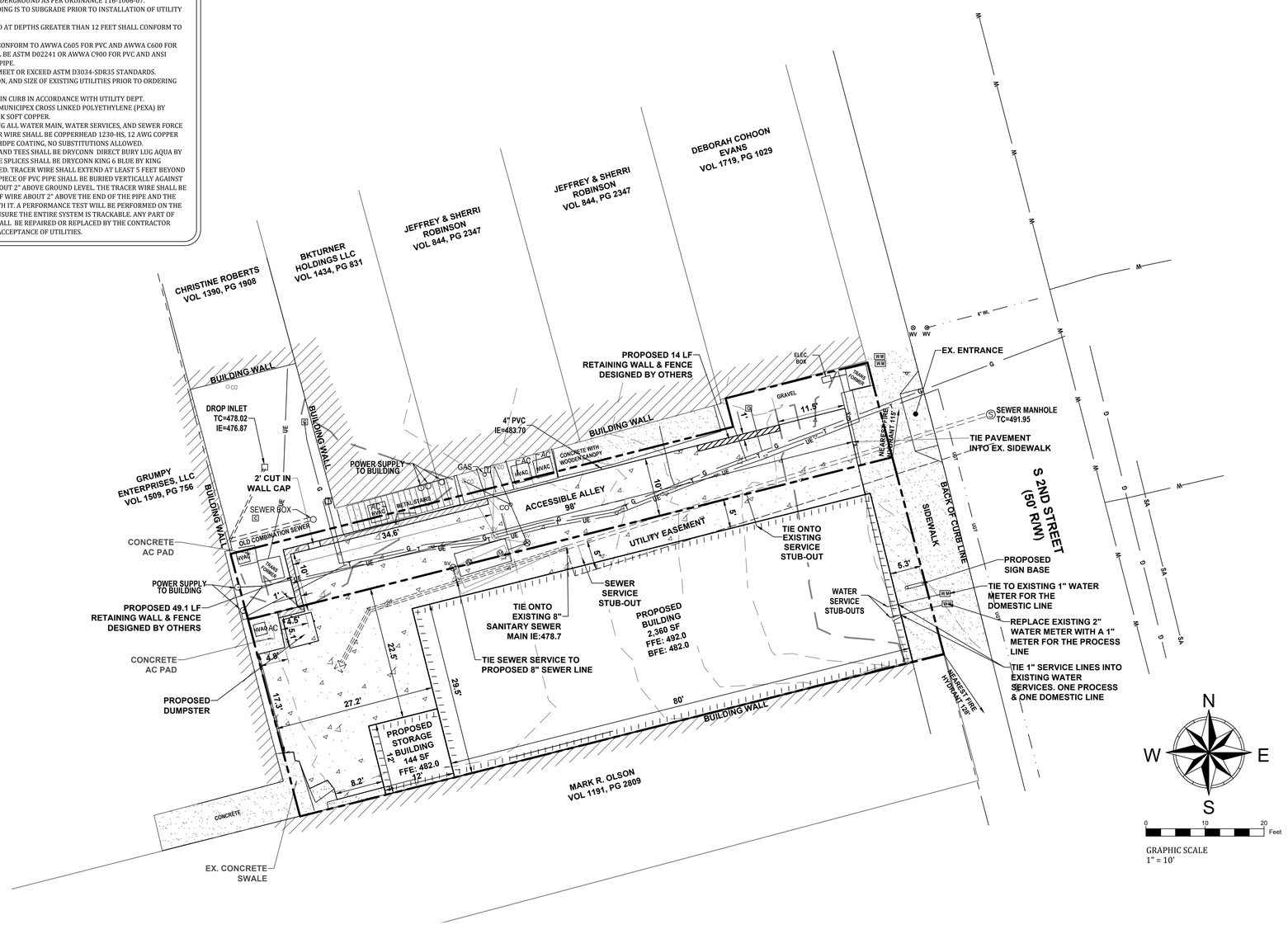
CITY OF CLARKSVILLE

CURRENT ZONING: CBD
CIVIL DISTRICT: 12th
DEED REF. #O.R.V. 854, PG. 892
TAX MAP NO. 066G 'K' PARCEL NO. 19.00

TOTAL SITE ACREAGE: 3,880 SF (0.09 ± ACRES)
PROPOSED BUILDING COVERAGE: 2,360 SF (60.8%)
PROPOSED IMPERVIOUS AREA: 3,880 SF (100%)
PROPOSED PARKING REQUIRED: 1
PROPOSED PARKING PROVIDED: 1
BUILDING HEIGHT: 35' MAXIMUM



NOTE: CONTRACTOR TO VERIFY DEPTH, LOCATION AND SIZE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ALL CONFLICTS SHALL BE REPORTED TO THE ENGINEER OR PROPERLY REMOVED OR RELOCATED AS PER THE APPROPRIATE UTILITY DEPARTMENT.



FOR PERMITTING ONLY

REVISIONS

DATE	COMMENTS

S. SECOND ST. SEWER CAPACITY STUDY

SITE AND UTILITY LAYOUT PLAN

S. 2ND ST., CLARKSVILLE
MONTGOMERY COUNTY, TENNESSEE
May 11, 2020

McKAY-BURCHETT & COMPANY ENGINEERS
1545 Madison Street
Clarksville, TN 37040
Ph # 931-245-3095

FILE: Z:\Projects\2020\0032-2019 2nd St. Sewer Capacity Study\DRAWINGS\C1.00.dwg

DRAWN BY: D. HAWKINS
CHECKED BY: C. BURCHETT

SHEET: C 1.00

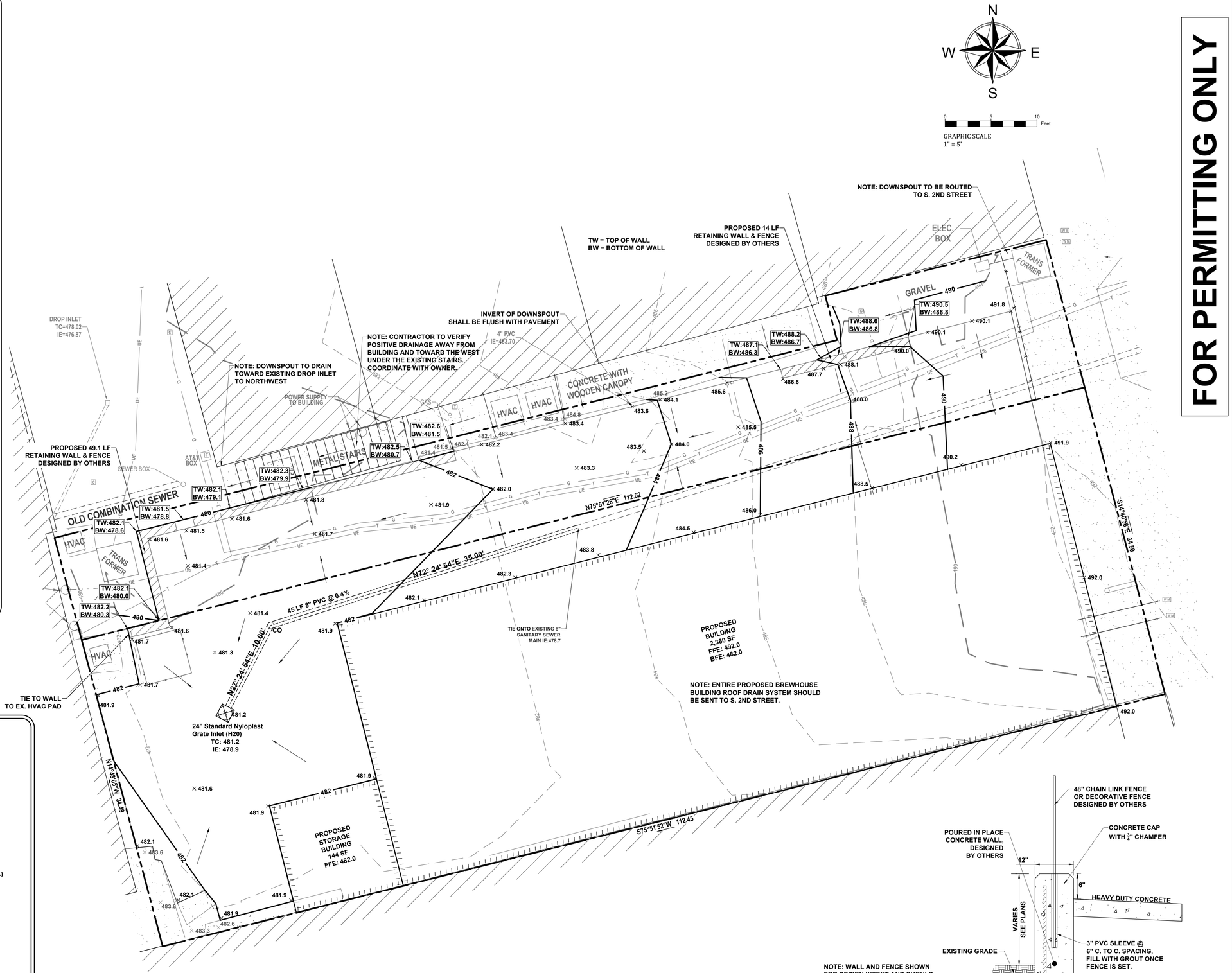
EDWARD C. BURCHETT
REGISTERED ENGINEER
AGRICULTURE
5/11/20
COMMERCIAL
STATE OF TENNESSEE

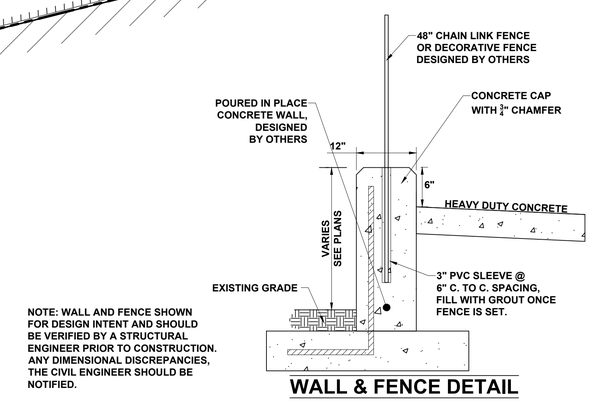
GRADING & DRAINAGE

1. PROTECT TREES NOT MARKED FOR REMOVAL OR LOCATED OUTSIDE THE LIMITS OF CONSTRUCTION. IF A TREE TRUNK OR BRANCH IS CUT OR SCARRED THEN THE AFFECTED AREA SHALL BE TREATED WITH A WOUND PAINT TO PREVENT DISEASE.
2. THE AREA WITHIN THE LIMITS OF GRADING SHALL BE GRUBBED TO A MINIMUM DEPTH OF TWELVE (12) INCHES BELOW EXISTING GROUND LINE ELEVATIONS TO REMOVE GRASS, ROOTS, AND OTHER ORGANIC MATERIALS. THE TOP NINE (9) INCHES OF EXPOSED SUBGRADE, AFTER CUTTING TO DESIRED SUBGRADE ELEVATION AND/OR BEFORE PLACEMENT OF FILL, SHOULD BE SCARIFIED AND RECOMPACTED TO THE COMPACTION REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
3. ANY BUILDINGS TO BE DEMOLISHED DURING CLEARING OPERATIONS SHALL BE DONE SO ACCORDING TO ALL APPLICABLE LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING AN ASBESTOS SURVEY OF THE STRUCTURE, OBTAINING AIR QUALITY PERMITS AND COORDINATING WITH UTILITY OWNERS TO SHUTDOWN SERVICE.
4. ALL BURNING OF TREES, BRUSH AND DEBRIS SHALL BE DONE IN CONFORMANCE WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES.
5. THE CONTRACTOR SHALL CONSTRUCT THE STORM WATER DETENTION FACILITIES PRIOR TO BEGINNING ANY OTHER GRADING OPERATIONS.
6. THE SLOPES OF ALL EXCAVATED AREAS, DITCHES, WATERWAYS, CHANNELS, BORROW PITS, AND EMBANKMENTS SHALL BE SO TRIMMED AND SHAPED AS TO BE IN REASONABLY CLOSE CONFORMITY WITH THE LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
7. BORROW EXCAVATION FOR THE CONSTRUCTION OF EMBANKMENTS OR OTHER PORTIONS OF WORK SHALL BE OBTAINED FROM APPROVED SOURCES. BORROW MATERIAL SHALL BE AASHTO M145, CLASSIFICATION A-6 OR BETTER IF REASONABLY AVAILABLE.
8. SOLID ROCK SHALL BE DEFINED AS (1) ROCK WHICH CANNOT BE ECONOMICALLY EXCAVATED WITHOUT THE USE OF EXPLOSIVES OR (2) ANY ROCK, BOULDER OR FRAGMENT OF ROCK OR CONCRETE EXCAVATED FROM A FORMATION HAVING A VOLUME GREATER THAN ONE HALF (1/2) CUBIC YARD. SHOULD SOLID ROCK BE ENCOUNTERED AND EXCAVATION OF SOLID ROCK IS COVERED WITHIN THE CONTRACT BETWEEN THE OWNER AND THE CONTRACTOR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. REPRESENTATIVES OF THE ENGINEER SHALL MEASURE THE SOLID ROCK EXCAVATION TO DETERMINE THE QUANTITY OF SOLID ROCK EXCAVATED. THE DETERMINATION OF THE AMOUNT OF SOLID ROCK EXCAVATION SHALL BE THE RESPONSIBILITY OF THE ENGINEER.
9. THE CONTRACTOR SHALL BE REQUIRED TO EMPLOY A GEOTECHNICAL ENGINEER LICENSED IN THE STATE OF TENNESSEE TO ENSURE THAT EMBANKMENTS ARE BEING CONSTRUCTED IN ACCORDANCE WITH THE PLANS.
10. ALL SLOPES SHALL BE AS INDICATED ON PLANS.
11. THE CONTRACTOR SHALL BE REQUIRED TO PLACE TOPSOIL TO A DEPTH OF SIX (6) INCHES ON ALL DISTURBED AREAS. PERMANENT EROSION CONTROL MEASURES (SEEDED AND MULCHED) SHALL BE INITIATED WITHIN 15 CALENDAR DAYS AFTER FINAL GRADING.
12. UNLESS OTHERWISE SPECIFIED ON THE PLANS, ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH SEEDING AND MULCH. MULCH MATERIALS CAN CONSIST OF HAY OR STRAW AT THE APPROXIMATE RATE OF 75 POUNDS PER 1000 SQUARE FEET AND HELD IN PLACE BY THE USE OF A MULCH BINDER.
13. DURING PERIODS OF EXTREME DRYNESS, THE CONTRACTOR SHALL KEEP AREAS BEING GRADED DAMPENED BY WATERING TO MINIMIZE THE EFFECTS OF DUST ON ADJOINING PROPERTIES.
14. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL DETENTION AND WATER QUALITY BASINS HAVE ADEQUATE STORAGE PRIOR TO FINAL STABILIZATION.
15. THE CONTRACTOR SHALL BE REQUIRED TO SIGN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS WELL AS THE NOTICE OF INTENT (NOI). THE CONTRACTOR UNDERSTANDS THAT HE MUST ABIDE BY THE REGULATIONS CONTAINED IN NPDES PERMIT NUMBER TNR 1000000, AND THAT HIS ON-SITE ACTIVITIES ARE THEREBY REGULATED.
16. PRIOR TO GRADING OPERATIONS THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING UP AND ATTENDING A PRE-CONSTRUCTION MEETING WITH THE APPROPRIATE GOVERNING AGENCY IN ORDER TO OBTAIN THE GRADING PERMIT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ALL REQUIRED PARTIES (OWNER OR ENGINEER, GRADING CONTRACTOR, GENERAL CONTRACTOR, INDIVIDUAL RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROLS) ARE PRESENT, AND ALL REQUIRED DOCUMENTS ARE PROVIDED TO THE STREET DEPARTMENT AT THE PRE-CONSTRUCTION MEETING.
17. ALL DITCHES AND BASINS SHALL BE MATTED UNLESS OTHERWISE NOTED. MATTING SHALL BE TYPE S 150 (NORTH AMERICAN GREEN) OR EQUIVALENT AND SHOULD BE INSTALLED PER MANUFACTURER'S RECOMMENDATION.
18. ALL PROPOSED SPOT ELEVATIONS ARE TO FINISH GRADE OF ASPHALT IN PARKING AREAS OR FINISH GRADE OF DIRT IN GRASS AREAS UNLESS NOTED OTHERWISE. SEE SURFACE MATERIALS SHEET.
19. CONTRACTOR SHALL PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY. INSTALL ALL UTILITIES PRIOR TO INSTALLATION OF NEW PAVEMENT.
20. CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE, NOR STORE MATERIALS WITHIN THE DRIP LINES OF TREES OR OUTSIDE THE LIMIT OF GRADING.

SITE LEGEND

- PROPERTY LINE
- BOUNDARY LINE
- TREE LINE
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- GAS MAIN & SERVICE LINE
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- EXISTING IRON PIN
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- WATER METER
- FIRE HYDRANT
- ELECTRICAL TRANSFORMER
- TELEPHONE BOX
- EXISTING BUILDING
- EXISTING GRAVEL
- EXISTING CONCRETE
- PROPOSED HEAVY DUTY CONCRETE





NOTE: WALL AND FENCE SHOWN FOR DESIGN INTENT AND SHOULD BE VERIFIED BY A STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION. ANY DIMENSIONAL DISCREPANCIES, THE CIVIL ENGINEER SHOULD BE NOTIFIED.

WALL & FENCE DETAIL

NOT TO SCALE

FOR PERMITTING ONLY

EDWARD C. BURCHETT — REGISTERED LANDSCAPE ARCHITECT — AGRICULTURE — COMMERCE — 117264 — STATE OF TENNESSEE — 5/11/20

REVISIONS

DATE	COMMENTS

S. SECOND ST. SEWER CAPACITY STUDY

GRADING & DRAINAGE PLAN

S. 2ND ST., CLARKSVILLE
MONTGOMERY COUNTY, TENNESSEE
May 11, 2020

McKAY-BURCHETT & COMPANY ENGINEERS
1545 Madison Street
Clarksville, TN 37040
Ph # 931-245-3095

FILE: Z:\Projects\2020\0032-20\2nd St. Sewer Capacity Study\01\BREWHOUSE.dwg

DRAWN BY: D. HAWKINS
CHECKED BY: C. BURCHETT

SHEET: C 2.00

ORDINANCE 93-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE , TENNESSEE, TITLE 6, "FINANCE AND TAXATION," CHAPTER 5, "BUDGETS, IMPLEMENTATION, AND ADMINISTRATION," SECTION 6-514(B), "INTERNAL SERVICE FUND," RELATIVE TO HIRING OUTSIDE COUNSEL

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

That the Official Code of the City of Clarksville, Tennessee, is hereby amended by deleting the existing language in Section 6-514(b) in its entirety and by substituting instead the following:

~~(b) The city attorney, and his/her assistants, shall be responsible for claims and litigation management, under the supervision of the city council, not otherwise inconsistent with his duties as city attorney as provided in the City Charter, or with state law of general application, to include the Tennessee Rules of Professional Conduct for attorneys. The city attorney shall have full authority regarding the determination as to whether to retain outside counsel, and the selection of outside counsel, with regard to all legal matters involving the city, to include defense of claims made or threatened against the city, and the city attorney shall make reports to the city council regarding same from time to time, or as otherwise directed by the mayor or city council.~~

(b) The city attorney, and his/her assistants, shall be responsible for claims and litigation management, under the supervision of the city council, not otherwise inconsistent with his/her duties as city attorney as provided in the City Charter, or with state law of general application, to include the Tennessee Rules of Professional Conduct for attorneys. Should the city attorney deem it necessary to retain outside counsel, the city attorney shall submit a request to the city council, which request shall state: the grounds for retaining outside counsel; the proposed scope of the outside counsel's employment; the city attorney's best estimate of the total cost of retaining outside counsel for the grounds stated; and the city attorney's best estimate of the total liability exposure presented to the City by any such matter in which outside counsel is involved. The city council, by majority vote, shall have full authority regarding the determination as to whether to retain outside counsel, and the selection of outside counsel, with regard to all legal matters involving the city, to include defense of claims made or threatened against the city. The city council, by majority vote, shall have full authority to apportion funding for retaining outside council. Should the cost of any such outside council retained exceed the estimate provided in the city attorney's request, the city attorney shall submit a report to the city council detailing the reasons for the cost overrun and the city attorney's best estimate of the total additional cost of such outside council. Additional funds for outside council shall be apportioned by the city council only after the city attorney submits such report and only upon majority of the city council. The city attorney shall provide the city council with a monthly report on the status of every matter in which outside council is involved, which report shall include: a running total of the cost of the outside counsel for each such matter; the city attorney's best estimate of the total liability exposure presented to the City by any such matter; and the city attorney's best estimate of the likelihood of success of each such matter.

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

RESOLUTION 65-2020-21

A RESOLUTION REQUESTING THE MAYOR TO CALL A SPECIAL SESSION OF THE CITY COUNCIL AS A COMMITTEE OF THE WHOLE TO STUDY AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL PERTAINING TO THE CITY CODE OF ETHICS

WHEREAS, the City Council finds that the best interests of the City may best be served by the enactment of certain amendments to the City Code of Ethics; and

WHEREAS, the City Council finds that the City Code of Ethics is extremely important, and proposed amendments to the City Code of Ethics should not be proposed in haste, but that study, reflection, and debate should occur regarding potential amendments to the City Code of Ethics.

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

1. That the Mayor is requested to call a special session of the City Council as a "committee of the whole" to study and make recommendations to the City Council pertaining to proposed amendments to the City Code of Ethics.

ADOPTED:

RESOLUTION 66-2020-21

A RESOLUTION REQUESTING THE STATE OF TENNESSEE RECOGNIZE AUGUST 8 AS A TENNESSEE STATE HOLIDAY

WHEREAS, in the State of Tennessee, August 8 has been a significant date to commemorate the Emancipation Proclamation which was signed into law by President Abraham Lincoln on January 1, 1863, which freed slaves in rebellion states against the United States; and

WHEREAS, during that time, however, Tennessee was a seceded state under Union control while Andrew Johnson served as the Military Governor; and

WHEREAS, Military Governor Andrew Johnson, a former slave owner, freed his slaves on August 8, 1863; and

WHEREAS, Sam Johnson, a former slave of Andrew Johnson, was influential in creating the first August 8th festival in 1871 which was held in Greenville, Tennessee; and

WHEREAS, in 2007 Tennessee Governor Phil Bredeson signed legislation acknowledging August 8 as "Emancipation Day" in Tennessee to recognize the celebration of the action of Andrew Johnson, 17th President of the United States, who was then the Military Governor of Tennessee; and

WHEREAS, August 8 has been celebrated in Clarksville for many years with parades, street festivals, and events throughout the community among families and friends who have gathered to share food, laughter, joy, and peace.

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

That the Clarksville City Council hereby requests the Tennessee General Assembly to enact legislation establishing and designating August 8 of each year as a Tennessee state holiday to be known as Emancipation Day.

ADOPTED:

RESOLUTION 67-2020-21

A RESOLUTION EXPRESSING THE SENSE OF THE CITY COUNCIL HONORING WOMEN VETERANS

WHEREAS, the City Council finds that throughout our country's history, women have served in and for our armed military forces, officially and unofficially, protecting our liberty, freedom, and defending our country and Constitution; and

WHEREAS, the City Council finds it to be appropriate to pay homage to, and to honor, all women military veterans, whether official or unofficial, past and present, during Women's History Month, for their tremendous sacrifices, courage, and steadfast devotion to duty and our Constitution, and for their service to our country.

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

The City Council, and the City of Clarksville, hereby desires to pay homage to, and to honor, women military service veterans of our community, state and nation, and their spouses and family members, and hereby expresses the gratitude and thanks of the City of Clarksville for their tremendous sacrifices, courage, steadfast devotion to duty and our Constitution, and for their service to our country.

ADOPTED: