

**Agenda for Regular Meeting of the Board of Mayor and Aldermen  
Monday, October 10, 2016 – 5:30 p.m.  
Tallahoma Municipal Building**

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**Regular Meeting of the Board of Mayor and Aldermen**

Call to Order by Mayor Lane Curlee	
Roll Call	
Invocation – Dr. Baylon Hilliard	
Pledge of Allegiance to the Flag – Dr. Baylon Hilliard	
Proclamations, Awards, and Special Presentations	
Recognition of Honorary Alderman – Mr. Jason Guo	1
Proclamation designating the week of October 9 as Fire Prevention Week	2
Commendations and Certificates	
Comments from citizens	
Reports from the members of the Board of Mayor and Aldermen	
Report from the Mayor	
Report from City Attorney	
Report from City Administrator	
Summary of Agenda Items and Voting Log	3

**Consent Agenda:**

	<b><u>Page</u></b>
1. <b>Item No. 16-106</b> – Minutes of September 26, 2016 Regular Meeting	18
2. <b>Item No. 16-107</b> – Approval of Agreement with Governors Highway Safety Office	22
3. <b>Item No. 16-108</b> – Approval of Agreement with the Department of the Air Force	42
4. <b>Item No. 16-111</b> – Approval of Maintenance Agreement with REA Service	67

Note: All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items, unless a Board member or citizen so requests, in which case the item will be removed from the Consent Agenda and considered separately. During the portion of the meeting reserved for comments from citizens, as shown on the agenda, citizens may request that the Board remove an item from the Consent Agenda so that discussion may be held on the item.

**Old Business:**

	<b><u>Page</u></b>
5. <b>Ordinance No. 1467 – AN ORDINANCE TO AMEND TITLE 15, MOTOR VEHICLES, TRAFFIC AND PARKING, CHAPTER 1, IN GENERAL, BY CREATING A NEW SECTION, 15-111, DESIGNATION OF PUBLIC STREETS AND ALLEYWAYS FOR PUBLIC USE</b> , for passage on second and final reading.	69
6. Other Old Business	N/a

**Monday, October 10, 2016**

**New Business:**

	<b><u>Page</u></b>
7. <b>Resolution No. 1701 – A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO CLOSE A PORTION OF WALL STREET ALLEY TO VEHICULAR TRAFFIC AND INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES AND SIGNAGE</b> , for adoption.	71
8. <b>Item No. 16-109</b> – Set Public Hearing for Amendments to Article II, Definitions and Article VI, Mobile Homes and Mobile Home Parks, of the Zoning Ordinance	73
9. <b>Item No. 16-110</b> – Approval of Fall Paving List	88
10. Other New Business	N/a

**Beer Board**

	<b><u>Page</u></b>
Call to order by Mayor Lane Curlee	
Public Comments	
Summary of Beer Board Agenda Items	90

**Consent Agenda:**

	<b><u>Page</u></b>
1. <b>Item No. 16-BB29</b> – Minutes of September 26, 2016 Beer Board Meeting	93

**Unfinished Business:**

2. Other unfinished business	N/a
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**New Business:**

	<b><u>Page</u></b>
3. Other new business	N/a

**Adjourn**

**Board Study Session**

	<b><u>Page</u></b>
1. No items.	N/a

Anyone requesting accommodations due to disabilities should contact Ms. Casta Brice, A.D.A. Coordinator, at 455-2648, before the meeting.

# City of Tullahoma

This is to certify that

## Jason Guo

Has been appointed as

# HONORARY ALDERMAN

October 10, 2016



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Lane Curlee, Mayor

October 10, 2016



Proclamation from the Mayor's Office  
FIRE PREVENTION WEEK – CITY OF TULLAHOMA

*"Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years"*



WHEREAS, the city of Tullahoma, Tennessee is committed to ensuring the safety and security of all those living in and visiting Tullahoma; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths;

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working; and

WHEREAS, three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

WHEREAS, all smoke alarms should be replaced at least once every ten years; and

WHEREAS, the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm;

WHEREAS, Tullahoma's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Tullahoma's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

THEREFORE, I Lane Curlee Mayor of Tullahoma do hereby proclaim October 9-15, 2016, as Fire Prevention Week throughout this city. I urge all the people of Tullahoma to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in the many public safety activities and efforts of Tullahoma's fire and emergency services during Fire Prevention Week 2016.

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Lane Curlee, Mayor  
September 28, 2015

**TULLAHOMA BOARD OF MAYOR AND ALDERMEN  
SUMMARY OF ACTION AND VOTING LOG ON AGENDA ITEMS-CY16**

Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton
Ord. 1453	Re-Zone a portion of a property located on Ledford Mill Road from C-2, General Commercial to R-1, Low Density Residential District	Passed on the 1 <sup>st</sup> of 2 readings 11/9/15	Absent	Y	Y	Y	Y	N	Y
		Motion to Deny on 2 <sup>nd</sup> reading 12/14/15 Motion Failed Deferred 1/11/16	N	Absent	N	N	Abstained	Y	Y
			Y	Y	Y	Y	Y	Y	Y
		2/8/16 deferred to 2/22/16	Y	Y	Y	Y	Y	Y	Y
		Deferred 1/25/16	Y	Y	N	Y	Y	N	Y
		Failed for a lack of a second 2/22/16							
16-01	Minutes of 12/14/15	Deferred to 1/25/16	Y	Y	Y	Y	Y	Y	Y
16-02	Acceptance of Finance Reports	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y
16-03	Set Municipal Election Date	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y
16-04	Approval of TUB Power Supply Agreement for Lighting	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y

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16-05	Approval C/O No. 1 for Sports Field Lighting	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-06	Approval of C/O No. 1 with Paddock	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Agenda Item No.</b>	<b>Description</b>	<b>Action</b>	<b>Mayor Curlee</b>	<b>Mayor Pro Tem Mathis</b>	<b>Alderman Blanks</b>	<b>Alderman Duncan</b>	<b>Alderman Keene</b>	<b>Alderman Knowis</b>	<b>Alderman Stanton</b>				
16-07	Approval of Easement Relocation Agreement	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-08	State Contract Purchase of Vehicle	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-09	Approval of TUB Power Supply Agreement for former Rock-Tenn Building	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-10	Appointment to TAA	Announcement 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
		Mr. Waller Appointed 1/25/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-11	Appointment to TAA	Announcement 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
		Mr. Pickrell Appointed 1/25/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-12	Appointment to TAA	Sirks Reappointed 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-13	Appointment to HZC	Collier Reappointed 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-14	Certificate of Compliance, Food Lion, 411 W. Lincoln St.	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-15	Set PH for Rezoning 202/204 Jackson Circle	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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16-16	Set PH for Rezoning 306 Jackson Circle	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-17	Mutual Aid Agreement with Arnold AFB	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Agenda Item No.</b>	<b>Description</b>	<b>Action</b>	<b>Mayor Curlee</b>	<b>Mayor Pro Tem Mathis</b>	<b>Alderman Blanks</b>	<b>Alderman Duncan</b>	<b>Alderman Keene</b>	<b>Alderman Knowis</b>	<b>Alderman Stanton</b>				
16-18	Minutes of 1/11/16 Meeting	Approved 1/25/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-19	Appointment(s) to Tree Board	Announcement only 1/25/16	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
		Announcement only 2/8/16	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
		Finger & Lamb appointed 3/28/16	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
<b>Res. 1673</b>	<b>Amending Res. 1672 Regarding Creating a Utility Authority</b>	Adopted 1/25/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Ord. 1454</b>	<b>Amending Title 8 (Alcoholic Beverages), Chapter 2 (Intoxicating Liquors)</b>	Passed on the 1 <sup>st</sup> of 2 readings 1/25/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
		Passed on 2 <sup>nd</sup> and Final Reading 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Ord. 1455</b>	<b>Amending Title 8 (Alcoholic Beverages), Chapter 3 (Beer)</b>	Passed on the 1 <sup>st</sup> of 2 readings 1/25/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
		Passed on 2 <sup>nd</sup> and Final reading 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-20	Minutes of 2/8/16 Meeting	Approved 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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16-21	Maintenance Bldg. Lease	Approved 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
16-22	January 2016 Finance Report	Approved 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
<b>Agenda Item No.</b>	<b>Description</b>	<b>Action</b>	<b>Mayor Curlee</b>	<b>Mayor Pro Tem Mathis</b>	<b>Alderman Blanks</b>	<b>Alderman Duncan</b>	<b>Alderman Keene</b>	<b>Alderman Knowis</b>	<b>Alderman Stanton</b>											
Res. 1674	Repealing Res. 1086	Adopted 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Res. 1675	Opt in on Hours set by Tenn. ABC	Adopted 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Ord. 1456	Rezoning 202/204 Jackson Cir. From R-1 to C-2	Passed on the 1 <sup>st</sup> of 2 readings 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
		Passed on 2 <sup>nd</sup> and Final reading 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Ord. 1457	Rezoning 306 Jackson Cir. From R-1 to C-2	Passed on the 1 <sup>st</sup> of 2 readings 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
		Passed on 2 <sup>nd</sup> and Final reading 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Res. 1676	Authorizing \$4,585,000 GO Refunding Bonds	Adopted 2/8/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
16-23	Minutes of 2/8/16 Meeting	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
16-24	Soap Box Derby Agreement	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
16-25	Acceptance of Bids for Demolition Projects	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
16-26	Purchase of Message Board Sign	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
16-27	Cancel 3/14/16 BMA meeting	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
16-28	Fire Pup Program	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

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Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton
16-29	Budget adoption Schedule	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y
16-30	Application for Electric Permit Issuing Agent	Approved 3/10/16	Y	Absent	Y	Y	Y	Y	Absent
16-31	Authorize Negotiation on Rock-Tenn Lease	Approved 3/10/16	Y	Absent	Y	Y	Y	Y	Absent
16-32	Minutes of 2/22/16 Meeting	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-33	Minutes of 3/10/16 Meeting	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-34	Report on Debt Obligation	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-35	February 2016 Finance Report	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-36	Performance Agreement	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-37	Agreement for Pyrotechnics	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-38	GHSO Grant Application	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-39	Certificate of Compliance (Retail Food Store – Wine) Walmart No. 667, 2111 N. Jackson St.	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
Res. 1677	Project Diabetes Grant Application	Adopted 3/28/16	Y	Y	Y	Y	Y	Y	Y
Ord. 1458	Amending Title 12 (Building, Utility, Etc. Codes)	Passed on the 1 <sup>st</sup> of 2 readings 3/28/16 Passed of 2 <sup>nd</sup> and Final Reading 4/11/16	Y	Y	Y	Y	Y	Y	Y

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Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton
Ord. 1459	Creating Chapter 11 (Energy Conservation Code) of Title 12	Passed on the 1 <sup>st</sup> of 2 readings 3/28/16	Y	Y	Y	Y	Y	Y	Y
		Passed on 2 <sup>nd</sup> and Final Reading 4/11/16	Y	Y	Y	Y	Y	Y	Y
16-40	Set PH for Rezoning 802 N. Washington from R-2, Medium Density Residential to C-2, General Commercial District	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-41	Minutes of 3/28/16	Approved 4/11/16	Y	Y	Y	Y	Y	Y	Y
Res. 1678	Approving Classification & Compensation Plan	Adopted 4/11/16	Y	Y	Y	Y	Y	Y	Y
16-42	Application for Aetna Cultivating Healthy Communities Grant	Approved 4/11/16	Y	Y	Y	Y	Y	Y	Y
Res. 1679	Signalization Agreement with Cherokee Retail Partners	Adopted 4/11/16	Y	Y	Y	Y	Y	Y	Y
16-43	Minutes of 4/11/16 Meeting	Approved 4/25/16	Y	Y	Y	Y	Y	Y	Y
16-44	Donor Agreement with TSLA	Approved 4/25/16	Y	Y	Y	Y	Y	Y	Y
16-45	Amendment to ICMA-RC Plan	Approved 4/25/16	Y	Y	Y	Y	Y	Y	Y
16-46	Performance Agreements	Approved 4/25/16	Y	Y	Y	Y	Y	Y	Y
16-47	Purchase of Pick-up Trucks	Approved 4/25/16	Y	Y	Y	Y	Y	Y	Y

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Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton
16-48	March 2016 Finance Report	Accepted 4/25/16	Y	Y	Y	Y	Y	Y	Y
16-49	FY 2015 Audit Report	Accepted 4/25/16	Y	Y	Y	Y	Y	Y	Y
16-50	CY 2015 Crime Report	Information Only 4/25/16	N/a	N/a	N/a	N/a	N/a	N/a	N/a
16-51	Minutes of 4/25/16 Meeting	Approved 5/9/16	Y	Y	Y	Y	Y	Y	Y
16-52	Renewal of Audit Services	Approved 5/9/16	Y	Y	Y	Y	Y	Y	Y
16-53	Acceptance of Real Property Donation	Approved 5/9/16	Y	Y	Y	Y	Y	Y	Y
Ord. 1460	Rezoning portion of 802 N. Washington St. from R-2 to C-2	Passed on the 1 <sup>st</sup> of 2 readings 5/9/16	Y	Y	Y	Y	Y	Y	Y
		Passed on 2 <sup>nd</sup> and Final reading 5/23/16	Y	Y	Y	Y	Y	Y	Y
Ord. 1461	Creating Title 14, Chapter 5 Telecommunication Towers	Passed on the 1 <sup>st</sup> of 2 readings; referred to Planning Commission 5/9/16	Y	Y	Y	Y	Y	Y	Y
		Passed on 2 <sup>nd</sup> and Final reading, as amended 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-54	Minutes of 5/9/16 Meeting	Approved 5/23/16	Y	Y	Y	Y	Y	Y	Y
16-55	MOU with TN Correction Academy	Approved 5/23/16	Y	Y	Y	Y	Y	Y	Y
16-56	Appointment to DRUC	Mr. Waters re-appointed 5/23/16	Y	Y	Y	Y	Y	Y	Y

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Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton
16-57	Appointment to TUB	Announcement Only 5/23/16	N/a	N/a	N/a	N/a	N/a	N/a	N/a
		Mr. Northcutt appointed 6/7/16	Y	Y	Y	Y	Y	Y	Y
16-58	Minutes of 5/23/16 Meeting	Approved 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-59	FY16 Journal Entries	Approved 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-60	Certificate of Compliance (Retail Package Store) BCH Properties, LLC d/b/a North Jackson Wine & Spirits, 1962 North Jackson Street	Approved 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-61	Appointments to TAEDC	Dr. Sebourn & Mr. McCord re-appointed 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-62	Appointments To Health, Educational & Housing Facility Board	Mr. Bond & Mr. London re-appointed 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-63	Historic Zoning Commission	Mr. Crabtree appointed 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-64	TPD IT Service agreement	Approved 6/6/16	Y	Y	Y	Y	Y	Y	Y
<b>Ord. 1462</b>	<b>FY17 Budget</b>	Passed on the 1 <sup>st</sup> of 3 readings 6/6/16	Y	Y	Y	Y	Y	Y	Y
		Passed on the 2 <sup>nd</sup> of 3 readings 6/6/16	<b>Absent</b>	Y	Y	Y	Y	Y	Y
		Passed on 3 <sup>rd</sup> and Final reading, as amended 6/27/16	Y	<b>Absent</b>	Y	<b>Absent</b>	Y	Y	Y

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Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton
16-65	Minutes of 6/6/16 Meeting	Approved 6/20/16	Absent	Y	Y	Y	Y	Y	Y
16-66	Sidewalk Renovation Bid	Approved 6/20/16	Absent	Y	Y	Y	Y	Y	Y
16-67	Agreement with Local Govt. Corp.	Approved 6/20/16	Absent	Y	Y	Y	Y	Y	Y
16-68	MOU with US Marines SO Command	Approved 6/20/16	Absent	Y	Y	Y	Y	Y	Y
16-69	Minutes of 6/20/16 Meeting	Approved 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
<b>Ord. 1463</b>	<b>Amended FY16 Budget</b>	Passed on the 1 <sup>st</sup> of 3 readings 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
		Passed on the 2 <sup>nd</sup> of 3 readings 7/11/16	Y	Y	Y	Y	Y	Y	Y
		Passed on 3 <sup>rd</sup> and Final reading, as amended 7/25/16	Y	Y	Y	Y	Y	Y	Y
16-70	TEAP Grant Application	Approved 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
<b>Res. 1680</b>	<b>Adopting IC Manual</b>	Adopted 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
16-71	Revision to TPD SOP Manual	Approved 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
16-72	Intergovernmental Agreement with THA	Approved 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
16-73	Offer to Acquire Property	Approved 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
<b>Res. 1681</b>	<b>Amending TO for TPD</b>	Adopted 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
16-74	Minutes of 6/27/16 Meeting	Approved 7/11/16	Y	Y	Y	Y	Y	Y	Y

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Res. 1682	Authorizing Appropriation for Financial Aid of Civil Air Patrol	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton				
Res. 1683	Authorizing Appropriation for Financial Aid of CC Health Dept., Tullahoma Health Center	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y				
Res. 1684	Authorizing Appropriation for Financial Aid of CC Lannom Library	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y				
Res. 1685	Authorizing Appropriation for Financial Aid of CC Senior Citizens, Tullahoma Center	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y				
Res. 1686	Authorizing Appropriation for Financial Aid of Hands On Science Center	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y				
Res. 1687	Authorizing Appropriation for Financial Aid of Historic Preservation Society of Tullahoma	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y				
Res. 1688	Authorizing Appropriation for Financial Aid of Keep Coffee County Beautiful	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y				

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Res. 1689	Authorizing Appropriation for Financial Aid of Skills Development Services	Adopted 7/11/16	Mayor Curfee	Y	Mayor Pro Tem Mathis	Y	Alderman Blanks	Y	Alderman Duncan	Y	Alderman Keene	Y	Alderman Knowis	Y	Alderman Stanton
Agenda Item No.	Description	Action	Mayor Curfee	Y	Mayor Pro Tem Mathis	Y	Alderman Blanks	Y	Alderman Duncan	Y	Alderman Keene	Y	Alderman Knowis	Y	Alderman Stanton
Res. 1690	Authorizing Appropriation for Financial Aid of South Jackson Civic Center Assn.	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1691	Authorizing Appropriation for Financial Aid of Tennessee's Backroads Heritage	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1692	Authorizing Appropriation for Financial Aid of Tennessee Rehabilitation Center	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1693	Authorizing Appropriation for Financial Aid of Trinity Care Center	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1694	Authorizing Appropriation for Financial Aid of Tullahoma Area Chamber of Commerce	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1695	Authorizing Appropriation for Financial Aid of Tullahoma Day Care Center	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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Res. 1696	Authorizing Appropriation for Financial Aid of Tullahoma Fine Arts Center	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1697	Authorizing Appropriation for Financial Aid of Community Playhouse	Adopted 7/11/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton			
16-75	Grider Stadium Renovation Change Order No. 1	Approved 7/11/16	Y	Y	Y	Y	Y	Y	Y			
16-76	Band Performance Contract	Approved 7/11/16	Y	Y	Y	Y	Y	Y	Y			
16-77	Translation Services – State Contract	Approved 7/11/16	Y	Y	Y	Y	Y	Y	Y			
Ord. 1464	Amending Zoning Ordinance for Temporary Healthcare Structures	Passed on the 1 <sup>st</sup> of 3 readings 7/11/16	Y	Y	Y	Y	Y	Y	Y			
		Passed on the 2 <sup>nd</sup> of 3 readings 7/25/16	Y	Y	Y	Y	Y	Y	Y			
		Passed on 3 <sup>rd</sup> and Final reading 8/8/16	Y	Y	Y	Y	Y	Absent	Y			
16-78	Set PH for Surplus ROW Request – W. Monroe St.	PH set for 7/25/16	Y	Y	Y	Y	Y	Y	Y			
		Surplus and advertisement approved 7/25/16	Y	Y	Y	Y	Y	Y	Y			
16-79	Amendments to TPD SOP	Approved 7/11/16	Y	Y	Y	Y	Y	Y	Y			

4

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Ord. 1465	Amending Art. IV of the Zoning Ordinance (Table TZ-1)	Passed on the 1 <sup>st</sup> of 3 readings 7/25/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton			
		Passed on the 2 <sup>nd</sup> of 3 readings 8/8/16	Y	Y	Y	Y	Y	Absent	Y			
		Passed on 3 <sup>rd</sup> and Final reading 8/22/16	Y	Y	Y	Y	Y	Y	Y			
Ord. 1466	Amending Art. V of the Zoning Ordinance (Setbacks)	Passed on the 1 <sup>st</sup> of 3 readings 7/25/16	Y	Y	Y	Y	Y	Y	Y			
		Passed on the 2 <sup>nd</sup> of 3 readings 8/8/16	Y	Y	Y	Y	Y	Absent	Y			
		Passed on 3 <sup>rd</sup> and Final reading, as amended 8/22/16	Y	Y	Y	Y	Y	Y	Y			
16-81	Certificate of Compliance (Retail Package Store) Liquor Locker, 500 N. Jackson St.	Approved 7/25/16	Y	Y	Y	Y	Y	Y	Y			
16-82	Minutes of 7/25/16 Meeting	Approved 8/8/16	Y	Y	Y	Y	Y	Absent	Y			
16-83	Ratification of Private Chapter No. 54, TUB Authority	Ratified 8/8/16	Y	Y	Y	Y	Y	Absent	Y			
16-84	Beautification Plan Update	Approved 8/8/16	Y	Y	Y	Y	Y	Absent	Y			
16-85	Amendment to TPD SOP, Section 534.0 Vehicle Unlocks	Approved 8/8/16	Y	Y	Y	Y	Y	Absent	Y			
16-86	Minutes of 8/8/16 Meeting	Approved 8/22/16	Y	Y	Y	Y	Y	Y	Y			

15

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Agenda Item No.	Description	Action	Mayor Curlee	Mayor Pro Tem Mathis	Alderman Blanks	Alderman Duncan	Alderman Keene	Alderman Knowis	Alderman Stanton
16-87	Agreement with V Academy Solution	Approved 8/22/16	Y	Y	Y	Y	Y	Y	Y
16-88	Contract with TN Dept. of Agriculture	Approved 8/22/16	Y	Y	Y	Y	Y	Y	Y
16-89	Public Library MOE	Approved 8/22/16	Y	Y	Y	Y	Y	Y	Y
16-90	Federal Equitable Sharing Agreement	Approved 8/22/16	Y	Y	Y	Y	Y	Y	Y
16-91	Set PH for Alley Closure	Approved 8/22/16 PH set for 9/26/16	Y	Y	Y	Y	Y	Y	Y
16-92	Minutes of 8/22/16 Meeting	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-93	State Contract Purchase – Police Vehicles	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-94	State Contract Purchase- Fire Pick-Up Truck	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-95	State Contract Purchase – PW Vehicle	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-96	Participation with Community Partners Group	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-97	ACA Reporting Services with American Fidelity	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-98	Street Resurfacing Bid	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-99	Acceptance Bid for Surplus Property	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-100	Certificate of Compliance (Retail Food Store-Wine) Aldi's No. 54, 2014 N. Jackson St.	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y

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16-101	Approval of STP Projects	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-102	Appointment to Tree Board	Ms. Ruth McNatt appointed 9/12/16	Y	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
<b>Agenda Item No.</b>	<b>Description</b>	<b>Action</b>	<b>Mayor Curlee</b>	<b>Mayor Pro Tem Mathis</b>	<b>Alderman Blanks</b>	<b>Alderman Duncan</b>	<b>Alderman Keene</b>	<b>Alderman Knowis</b>	<b>Alderman Stanton</b>				
Res. 1698	Cooperate with TDOT on SR55	Adopted 9/12/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1699	Adopting TDOT Consultant Selection Policy	Adopted 9/12/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Res. 1700	Authorizing Cooperative Purchasing	Adopted 9/12/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
16-103	Minutes of 9/12/16	Approved 9/26/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Absent
16-104	Approval of Engineering Design Consultant	Approved 9/26/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Absent
16-105	Agreement with WEX Bank	Approved 9/26/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Absent
Ord. 1467	Amending Title 15, Motor Vehicles, Traffic & Parking, Chapter 1, Creating New Section 15-111	Passed on the 1 <sup>st</sup> of 2 readings 9/26/16	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Absent

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**BOARD MEETING  
MINUTES  
SEPTEMBER 26, 2016**

The Board of Mayor and Aldermen of the City of Tullahoma, Coffee and Franklin Counties, Tennessee met at the Municipal Building, in Tullahoma, on Monday, September 26, 2016 at 5:30 p.m. with Mayor Lane Curlee presiding and the following named members of the Board of Mayor and Aldermen: Jimmy Blanks, Jackie Duncan, Renee Keene, Ray Knowis and Jerry Mathis. Alderman Mike Stanton was absent. There were six Board Members present.

Louis J. Baltz, City Administrator; Stephen M. Worsham, City Attorney; and Rosemary Golden, City Recorder were also present at the meeting.

The meeting was then opened with an invocation by Rev. Tim McGehee and he led the pledge of allegiance to the flag.

**PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATION:**

Mayor Lane Curlee introduced the Honorary Alderman, Mr. Andre Nelius. He is a senior at Tullahoma High School and he is a member of the following organizations/groups at the high school: Cross Country team; the Track team and the AristoCats. Mr. Nelius plans on attending the University of Tennessee in Knoxville to study accounting and perhaps study to become an attorney.

Mayor Lane Curlee said Dr. Mark Whorton, Executive Director, at UTSI had to reschedule.

**COMMENDATIONS AND CERTIFICATES: - NONE -**

**COMMENTS FROM CITIZENS:**

Ms. Marilyn Morris, 123 Hickory Hills Road, thanked two Tullahoma Firemen (Lt. Rocky Rhoton and Firefighter Tyler Pitre) for assisting her the other day when her van ran out of gas.

**REPORTS FROM THE MEMBERS OF THE BOARD OF MAYOR AND ALDERMEN**

**ALDERMAN KEENE** - Ms. Keene said she attended several meetings and events including: the Tullahoma Area Chamber of Commerce mixer at UTSI; the Tullahoma Planning Commission meeting; the Tullahoma Board of Education meeting; the Kate Walk and the 41A Music & Arts Festival. She said the GFWC Centennial Woman's Club will have a Multi-County Cancer Support Network fund raising event on Thursday, October 27, 2016 at the Lakewood Country Club.

**ALDERMAN DUNCAN** - Mr. Duncan stated he attended several meetings and events including: the Tullahoma Area Chamber of Commerce mixer at UTSI; an Animal Control meeting at CD Stamps; a Cool and Connected meeting and the Walk Across Tennessee weekly meeting.

**ALDERMAN BLANKS** - Dr. Blanks stated he had he attended several meetings and events including: the Tullahoma Housing Authority meeting and the Duck River Utility Commission.

**MAYOR PRO TEM MATHIS** - Mr. Mathis stated he had he attended several meetings and events including: the 41A Music & Arts Festival and the Bel-Aire Bee Walk. He said this Friday will be senior night at the last home football for the season.

**ALDERMAN STANTON** - Mr. Stanton was absent.

**ALDERMAN KNOWIS** - Mr. Knowis stated he attended several meetings and events including: the Tullahoma Area Chamber of Commerce mixer at UTSI; the Tullahoma Planning Commission meeting; the Airport Authority meeting and a Red Skelton impersonator, Brian Huffman, event. Mr. Knowis said he will be going to the high school football game on Friday night.

**HONORARY ALDERMAN NELIUS** - Mr. Nelius stated he will be going to perform at an AristoCats event tonight at the high school and invited all to come.

**MAYOR CURLEE** - Mayor Lane Curlee mentioned several events that will be happening around town over the next several weeks.

**CITY ATTORNEY** - Mr. Stephen M. Worsham stated he has no report.

**CITY ADMINISTRATOR** - Mr. Jody Baltz stated he has no report.

**CONSENT AGENDA:**

**ITEM NO. 16-103 – MINUTES OF SEPTEMBER 12, 2016 REGULAR MEETING**

**ITEM NO. 16-104 – APPROVAL OF ENGINEERING DESIGN CONSULTANT**

Mayor Curlee read the captions for the items on the Consent Agenda.

A motion was made by Alderman Mathis and seconded by Alderman Blanks to approve the items listed on the consent agenda.

On roll call all members present voted aye and it was so ordered.

**OLD BUSINESS: - NONE -**

**NEW BUSINESS:**

**ORDINANCE NO. 1467 – AN ORDINANCE TO AMEND TITLE 15, MOTOR VEHICLES, TRAFFIC AND PARKING, CHAPTER 1, IN GENERAL, BY CREATING A NEW SECTION, 15-111, DESIGNATION OF PUBLIC STREETS AND ALLEYWAYS FOR PUBLIC USE**, for passage on the first f two readings.

Mayor Curlee read the caption for Ordinance No. 1467.

A motion was made by Alderman Duncan and seconded by Alderman Knowis to Ordinance No. 1467 on the first of two readings.

City Administrator, Mr. Jody Baltz, gave the background information.

On roll call all members present voted aye and it was so ordered.

**ITEM NO. 16-105 – AGREEMENT WITH WEX BANK**

Mayor Curlee read the caption for Agenda Item No. 16-105.

A motion was made by Alderman Duncan and seconded by Alderman Knowis to approve Agenda Item No. 16-105 and authorize the Mayor to execute the WEX fuel card services agreement, subject to review by the City Attorney.

Public Works Director, Mr. Wayne Limbaugh, gave the background information.

On roll call all members present voted aye and it was so ordered.

There being no further business to come before the Board of Mayor and Aldermen at this time, the Board Meeting adjourned at 6:05 p.m.

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CITY RECORDER

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MAYOR

**PUBLIC HEARING  
MINUTES  
SEPTEMBER 26, 2016**

The Board of Mayor and Aldermen of the City of Tullahoma, Coffee and Franklin Counties, Tennessee met in a Public Hearing at the Municipal Building, in Tullahoma, on Monday, September 26, 2016, with Mayor Lane Curlee presiding and the following named members of the Board: Jimmy Blanks, Jackie Duncan, Renee Keene, Ray Knowis and Jerry Mathis. Alderman Mike Stanton was absent. There were six Board Members present.

Louis J. Baltz, City Administrator; Stephen M. Worsham, City Attorney; and Rosemary Golden, City Recorder were also present at the meeting.

The Mayor opened the Public Hearing and read the notice (advertised in the *Tullahoma Newspaper* on August 19, August 28, September 2 and September 9, 2016) for the following:

**A PUBLIC HEARING TO CONSIDER CLOSING A PORTION OF WALL STREET ALLEY TO VEHICULAR TRAFFIC FROM WEST LINCOLN STREET NORTH 120 FEET**

Mayor Curlee asked if there were any public comments or questions. There were no comments by the public and the hearing was closed.

The public hearing was adjourned at 5:32p.m.

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**CITY RECORDER**

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**MAYOR**

16-107

**MEMORANDUM**

Date: October 3, 2016

To: Honorable Mayor and Board of Alderman

From: Louis J. Baltz III, City Administrator

Cc: Paul Blackwell, Chief of Police *PB*

Subj: Grant Agreement, Tulahoma Safe Roads Traffic Enforcement Program, Governor's Highway Safety Office

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1. **PURPOSE:** Request the Mayor sign the contract with the Governor's Highway Safety Office to receive a non-matching grant. The total grant award is \$14,819.60 for equipment purchase and personnel expense.
2. **CONCEPT PLAN:**
  - A. Purchase four (4) tablets for patrol vehicles, \$10,000
  - B. Allocate \$4, 819.60 for personnel expense associated with DUI checkpoints.
3. **COURSES OF ACTION:**
  - A. Authorize the Mayor to execute the contract
  - B. Take no action
4. **RECOMMENDATION:** Authorize the Mayor to execute the GHSO contract agreement and the staff to execute the required supplemental documents.

Attachment



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 1, 2016	<b>End Date</b> September 30, 2017	<b>Agency Tracking #</b> Z17THS083	<b>Edison ID</b> 51818		
<b>Grantee Legal Entity Name</b> Tullahoma Police Department			<b>Edison Vendor ID</b> 4137		
<b>Subrecipient or Contractor</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		<b>CFDA # 20.600</b>  <b>Grantee's fiscal year end 06/30/2017</b>			
<b>Service Caption (one line only)</b> Police Traffic Services-Multiple Violations					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2017		\$14,819.60			\$14,819.60
<b>TOTAL:</b>		<b>\$14,819.60</b>			<b>\$14,819.60</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores and funding availability.			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b> 71302000			

Location:  
Address #:

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
Tullahoma Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Tullahoma Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4137

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will adhere to the policy and guidelines located in the Tennessee Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>
- A.3. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: At-Scene Traffic Crash Investigation, SFST, Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.4. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.5. Quarterly reports are due in the State office no later than the fifteenth (15th) of the month following the quarter covered by the reporting period. The Grantee agrees:
- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
  - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
  - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR § 18.20.
  - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR § 18.36.
  - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.

- f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.

A.6. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction provided for in the preceding paragraph.
- c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., below); and
- b. the Grantee's proposal.

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fourteen Thousand Eight Hundred Nineteen Dollars and Sixty Cents (\$14,819.60) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security  
 Tennessee Highway Safety Office  
 Tennessee Tower, 25th Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Safety and Homeland Security, Tennessee Highway Safety Office
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Director  
Tennessee Department of Safety and Homeland Security  
Tennessee Highway Safety Office  
Tennessee Tower, 25th Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Telephone #: (615) 741-2589  
FAX #: (615) 253-5523

The Grantee:

Scott Jackson, Captain  
Tullahoma Police Department  
201 West Grundy Street  
Tullahoma, TN 37388  
Email Address: sjackson@tullahomatan.gov  
Telephone #: (931) 455-0530  
FAX #: (931) 454-1766

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Three.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for

the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

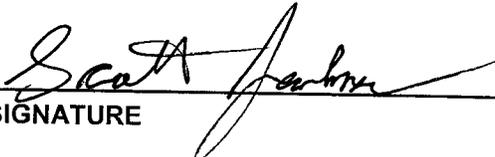
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**Tulahoma Police Department:**

  
 \_\_\_\_\_  
 GRANTEE SIGNATURE 9-30-16  
DATE

Captain Scott Jackson  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**DAVID W. PURKEY, COMMISSIONER**

**DATE**

**ATTACHMENT TWO****Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Tullahoma Police Department
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	18X9204020TN16
Federal award date	10/01/2015
CFDA number and name	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2016
Grant contract's end date	09/30/2017
Amount of federal funds obligated by this grant contract	\$14,819.60
Total amount of federal funds obligated to the subrecipient	\$14,819.60
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,230,117.91
Name of federal awarding agency	Tennessee Department of Safety & Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Director Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

GRANT BUDGET				
Agency Name: Tullahoma Police Department				
Project Title: Police Traffic Services-Multiple Violations				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2016 END: 09/30/2017				
POLICY 03 Object Line-item Referenc	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award 2	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$14,819.60	\$14,819.60
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest 2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$0.00</b>	<b>\$14,819.60</b>	<b>\$14,819.60</b>
<p>1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, <i>Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.</i> (posted on the Internet at: <a href="http://www.state.tn.us/finance/act/documents/policy3.pdf">http://www.state.tn.us/finance/act/documents/policy3.pdf</a>).</p> <p>2 Applicable detail follows this page if line-item is funded.</p>				

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Equipment (Less Than \$5,000)	\$0.00
Equipment (Less Than \$5,000)	\$0.00
<b>TOTAL</b>	\$0.00



Tennessee Department of Safety & Homeland Security  
Tennessee Highway Safety Office

**SIGNATURE AUTHORITY CONSENT FORM**

I Lane Curlee as the Mayor of  
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Tullahoma, TN hereby grant the person(s) identified below signatory authority  
Name of Organization Receiving Grant

for the 2016-2017 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Paul Blackwell  
Name (Printed)

\_\_\_\_\_  
Signature

Scott Jackson  
Name (Printed)

\_\_\_\_\_  
Signature

Phil Henderson  
Name (Printed)

\_\_\_\_\_  
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

\_\_\_\_\_  
Signature of Person Granting Authority

\_\_\_\_\_  
Date

## FY17 Certifications

Agency Name: City of Tullahoma Police Department

We certify that Tullahoma Police Department (agency name),  
agrees to comply with the following:

### BUY AMERICA ACT

The grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

### POLITICAL ACTIVITY (HATCH ACT)

The grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**DATE:** October 4, 2016

**AGENDA NUMBER:** 16- /08

**FROM:** Louis J. Baltz III, City Administrator

**THRU:** Kurt Glick, Director of Parks & Recreation

**PURPOSE:** Approval to Use Property Located on Arnold AFB (Tennis Courts) Department of the Air Force License No. USAF-AFMC-ANZY-16-2-0548

**BACKGROUND:**

Attached is the renewal of a license with the Department of the Air Force regarding the use of the tennis courts at Arnold AFB and continue its public use as a recreational opportunity for the community.

A copy of the license agreement and map is attached for your reference.

**REVIEW OF ALTERNATIVES:**

1. Authorize the Mayor to execute the license agreement.
2. Take no action at this time.

**RECOMMENDATION:**

I recommend Alternative No. 1.

**FISCAL IMPACT:**

Operational funds were included in the FY2017 budget of the Parks & Recreation Department.

**DEPARTMENT OF THE AIR FORCE**

**LICENSE NO. USAF-AFMC-ANZY-16-2-0548**

**TO CITY OF TULLAHOMA**

**TO USE PROPERTY LOCATED ON**  
**ARNOLD AIR FORCE BASE**

**TABLE OF CONTENTS**

**TABLE OF CONTENTS**.....**ii**

**PREAMBLE** ..... **1**

**BASIC TERMS** ..... **1**

    1. TERM ..... 1

    2. RENT ..... 2

    3. CORRESPONDENCE..... 2

    4. USE OF THE PREMISES..... 2

    5. DEFAULT, REMEDIES, AND TERMINATION..... 3

**OPERATION OF THE PREMISES** ..... **3**

    6. EASEMENTS AND RIGHTS OF WAY ..... 3

    7. CONDITION OF PREMISES..... 3

    8. MAINTENANCE OF THE PREMISES ..... 4

    9. TAXES ..... 4

    10. INSURANCE..... 4

    11. ALTERATIONS ..... 7

    12. COSTS OF UTILITIES/SERVICES..... 7

    13. RESTORATION..... 7

**CHANGES IN OWNERSHIP OR CONTROL**..... **7**

    14. TRANSFER, ASSIGNMENT, SUBLETS, OR DISPOSAL..... 7

    15. LIENS AND MORTGAGES ..... 7

**ENVIRONMENT** ..... **8**

    16. ENVIRONMENTAL COMPLIANCE ..... 8

    17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT ..... 8

    18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT ..... 8

    19. HISTORIC PRESERVATION ..... 9

    20. INSTALLATION RESTORATION PROGRAM (IRP)..... 9

    21. ENVIRONMENTAL BASELINE SURVEY/ CONDITION OF PROPERTY ..... 11

**GENERAL PROVISIONS** ..... **11**

    22. GENERAL PROVISIONS (AIR FORCE PROPERTY)..... 11

    23. SPECIAL PROVISIONS ..... 11

    24. RIGHTS NOT IMPAIRED ..... 12

    25. COMPLIANCE WITH APPLICABLE LAWS ..... 12

    26. AVAILABILITY OF FUNDS ..... 13

    27. CONGRESSIONAL REPORTING ..... 13

    28. AMENDMENTS ..... 13

    29. GENERAL INDEMNIFICATION ..... 13

    30. ENTIRE AGREEMENT ..... 13

    31. CONDITION AND PARAGRAPH HEADINGS ..... 13

    32. STATUTORY AND REGULATORY REFERENCES ..... 14

    33. PRIOR AGREEMENTS ..... 14

    EXHIBIT A—MAP OF PREMISES ..... 16

    EXHIBIT B—DESCRIPTION OF PREMISES..... 17

    EXHIBIT C—AREAS OF SPECIAL NOTICE (NOT USED) ..... 18

    EXHIBIT D—ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION OF THE PREMISES ..... 19

**DEPARTMENT OF THE AIR FORCE**

**LICENSE**

**TO CITY OF TULLAHOMA**

**TO USE PROPERTY LOCATED ON  
ARNOLD AIR FORCE BASE**

**PREAMBLE**

**THE SECRETARY OF THE AIR FORCE**, hereinafter referred to as “Grantor”, acting under the authority of 10 U.S.C. § 8013 and 2668, hereby grants to the city of Tullahoma, a local government municipality in the state of Tennessee, hereinafter referred to as “Grantee”, a License at will for the use of two (2) existing tennis courts (facility 2804) and an equipment storage facility 2802, in approximately 6.82 acres, more or less situated at the west side of Arnold Air Force Base (AFB) adjacent to the land granted by the Tennessee Army National Guard and contiguous with the city of Tullahoma corporate limits in 8th District of Coffee County, at Arnold AFB, hereinafter referred to as “Installation”, identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises.” Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties.” For purposes of this License, Grantor includes the United States Government and the Department of the Air Force. The purpose of this License is to allow the Grantee to use two (2) existing tennis courts.

**THIS LICENSE** is granted subject to the following conditions.

**BASIC TERMS**

**1. TERM**

The term of this License shall be five years commencing 24 January 2017 (“Term Beginning Date”) and ending 23 January 2022 (“Term Expiration Date”), unless sooner terminated by Grantor. The obligations of Grantee (excluding those of Condition 2), including those regarding remediation of environmental damage and removal of structures, facilities, and equipment installed by Grantee, shall remain in effect after the termination of this License unless otherwise agreed to by the Parties.

## **2. RENT**

**2.1.** The consideration for this license will be the protection, care and maintenance of the Premises.

**2.2.** The use, operation, and occupation of the Premises pursuant to this License shall be without cost or expense to the Department of the Air Force.

## **3. CORRESPONDENCE**

All correspondence to be sent and notices to be given pursuant to this License shall be addressed, if to Grantor, to Real Estate, AEDC/TSDCI, 100 Kindel Drive, Suite B322, Arnold AFB TN 37389-2322, and, if to Grantee, to City of Tullahoma, P.O. Box 807, Tullahoma TN 37388, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service or any recognized delivery service.

## **4. USE OF THE PREMISES**

**4.1.** The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation Commander or his duly authorized representative, hereinafter referred to as “said officer.”

**4.2.** In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its Commanding Officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This License is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this License. Violation of any such regulations, orders, or conditions may result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may

enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this License.

**4.3.** In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time to time and at Grantee's expense, upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within thirty (30) days after any aforesaid notice, the Installation Commander may cause the same to be done at the expense of the Grantee.

## **5. DEFAULT, REMEDIES, AND TERMINATION**

This License may be terminated at will by the Grantor and such termination shall not create any liability on the part of Grantor for Grantee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Grantor.

## **OPERATION OF THE PREMISES**

## **6. EASEMENTS AND RIGHTS OF WAY**

This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises with due regard for this License.

## **7. CONDITION OF PREMISES**

Grantee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this License.

## 8. MAINTENANCE OF THE PREMISES

Regarding the Grantee's use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee's activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

## 9. TAXES

**Grantee Payment of Taxes.** The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this License may be imposed on the Grantee or the Premises.

## 10. INSURANCE

**10.1. Risk of Loss.** The Grantee shall, in any event and without prejudice to any other rights of the Government, bear all risk of loss or damage or destruction to the Premises, including any buildings, improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government; provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this License.

**10.2. License Insurance Coverage.** During the entire period this License shall be in effect, the Grantee, at no expense to the Government, will carry and maintain, and as appropriate, require any contractor performing work on the Premises to carry and maintain, the following at no expense to the Government, the following insurance coverages:

10.2.1. Property insurance coverage against loss or damage by open perils or its equivalent, including fire, in an amount not less than One Hundred Percent (100%) of the full replacement cost of the buildings, building improvements, improvements to the land, fixtures, and personal property on the Premises. The policies of insurance carried in accordance with this Condition shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of the Government or the Grantee, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Premises undertaken by the Grantee as permitted under the provisions of the License).

10.2.1.1. If the Premises are located in an area that is prone to suffer property loss and damage from earthquake, flood, windstorm, or rainstorm, a special risks or perils endorsement from a commercial insurer or from a State or Federal program, in such amounts and with such limitations and retentions satisfactory to the Government.

10.2.2. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Premises, including any building thereon and sidewalks, streets, passageways and interior space used to access the Premises. Such insurance must be effective at all times throughout the License Term, with limits of not less than single limit minimum coverage of \$1 million each occurrence and \$5 million aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies,

10.2.2.1. An Insurance Services Office (ISO) business auto policy or its equivalent, covering bodily injury, death and property damage arising from covered auto Symbol 1 ("any auto") or its equivalent, with limits of at least \$1 million each occurrence. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.3. If and to the extent required by law, Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1 million each coverage and policy limit.

**10.3. General Requirements.** All insurance required by this License shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this License; (ii) underwritten by insurers authorized to underwrite insurance in the State where the Premises are located, and must have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. The Government shall appear in all policies as United States Air Force, Arnold AFB. In no circumstance will the Grantee be entitled to assign to any third party rights of action that the Grantee may have against the Government. The Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Grantee or contractor under this License will constitute a failure to comply with the terms of the License, and the Government shall have the right to terminate the License upon receipt of any such cancellation notice, but only if the Grantee fails to cure such noncompliance to the extent allowed.

**10.4.** Commercial general liability and business auto liability insurance required pursuant to this agreement shall be maintained for the limits specified, and shall provide coverage for the mutual benefit of the Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer. Property policies will provide for the Government as a loss payee to the same coverage as the named insured.

**10.5. Evidence of Insurance.** The Grantee shall deliver or cause to be delivered upon execution of this License (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this License), at the Government's option, a certified copy of each policy of insurance required by this License, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this License, in a form acceptable to the Government, and including such endorsements necessary.

**10.6. Damage or Destruction of Premises.** In the event all or part of the Premises is damaged (except *de minimis* damage) or destroyed, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.6.1. In the event that the Government in consultation with the Grantee determines that the magnitude of damage is so extensive that the Premises cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Premises cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Premises"), either Party may terminate this License as provided herein. If this License is terminated, any insurance proceeds received as a result of any casualty loss to the Premises shall be applied to the restoration of the Premises prior to being afforded to the Grantee.

10.6.2. In the event that the Government in consultation with the Grantee shall determine that Extensive Damage or Destruction of the Premises has not occurred, neither Party shall have the right to terminate this License. The Grantee shall, as soon as reasonably practicable after the casualty, restore the Premises as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Premises shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Premises to the reasonable satisfaction of the Government.

10.6.3. Notwithstanding any other provision of this License, the Grantee may, with the prior consent of the Government, self-insure any risk for which insurance coverage is required under this License; provided, however, that if the Grantee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this License, the Grantee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this License when added to any such self-insurance. In order to obtain the consent of the

Government to self-insure, the Grantee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Grantee's self-insurance is subject, the Grantee's source of funds to pay any claim from any risk for which insurance is required under this License, and any other information which the Government may require to assess the Grantee's request. If commercial insurance is required for any purpose, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided in this License.

#### **11. ALTERATIONS**

No additions to or alterations of the Premises shall be made without the prior written approval of said officer.

#### **12. COSTS OF UTILITIES/SERVICES**

Regarding the Grantee's use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force.

#### **13. RESTORATION**

On or before (or, in the case of abandonment, after) the date of expiration of this License or its termination by the Grantor, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to its original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee.

### **CHANGES IN OWNERSHIP OR CONTROL**

#### **14. TRANSFER, ASSIGNMENT, SUBLETS, OR DISPOSAL**

Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 14 as "transfer"), this License or any interest therein or any property on the Premises, or otherwise create any interest therein.

#### **15. LIENS AND MORTGAGES**

Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Grantor.

## ENVIRONMENT

### 16. ENVIRONMENTAL COMPLIANCE

**16.1.** In its activities under this License, Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

**16.2.** The Licensee shall comply with the Arnold AFB spill prevention control and countermeasure plan and hazardous materials/wastes plan, or in the alternative, its own such plans for operations on the Premises, provided the plans have been approved by the appropriate regulatory authorities and are acceptable to the Commander.

### 17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT

**17.1. Asbestos-Containing Materials (ACM).** The Grantee is warned that the Leased Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with applicable law, for any liability related thereto.

**17.2. Lead-Based Paint (LBP).** The Grantee recognizes and acknowledges that LBP materials may be present on exterior and interior surfaces of facilities within the Premises or in the soil. The Grantee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Premises Improvements. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws.

### 18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

**18.1.** Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

**18.2.** Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to said officer.

## **19. HISTORIC PRESERVATION**

Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

## **20. INSTALLATION RESTORATION PROGRAM (IRP)**

**20.1. IRP Records.** On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Premises, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of the IRP records affecting the Premises. If the Installation has been listed on the National Priorities List (NPL) at the time this License is granted, or is listed subsequent to the granting of this License, the Air Force will provide the Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between the Air Force and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective. Should any conflict arise between the terms of the FFA as it may be amended and the provisions of this License, the terms of the FFA shall govern.

**20.2. No Liability for Interference.** The Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Grantee's quiet use and enjoyment of the Premises. The Grantee agrees that notwithstanding any other provision of this License, the Government shall have no liability to the Grantee should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's use of the Premises. The Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this License or otherwise.

**20.3. Government Right of Entry.** The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Premises for the purposes enumerated in this Condition.

20.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, test pitting, testing soil borings, and other activities

related to the IRP;

20.3.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Premises or to verify any data submitted to the United States Environmental Protection Agency (EPA) or the State environmental department by the Government relating to such conditions; and

20.3.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, test pitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.3.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.3.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Premises arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

**20.4. Response or Remedial Actions.** The Grantee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee or its invitees shall have no claim arising from such entries against the Government or any of its officers, agents, employees, contractors, or subcontractors. In addition, the Grantee shall comply with all applicable Federal, state, and local occupational safety and health regulations.

**20.5. Alterations and Environmental Cleanup.** The Grantee further agrees that it shall deliver to the Government prior written notice accompanied by a detailed written description of all proposals for any Alterations (as defined in Condition 12) that may impede or impair any activities under the IRP, or the FFA if applicable, or are to be undertaken in certain areas of the Premises identified as "Areas of Special Notice" on Exhibit C to this License. These Areas of Special Notice consist of either "Operable Units" (as defined in the National Contingency Plan) or other areas of concern because of the potential for environmental contamination and include buffer areas as shown on Exhibit C. The notice and accompanying written description of such proposals shall be provided to the Government sixty (60) days in advance of the commencement of any such Alterations. In addition, Alterations shall not commence until Grantee has complied with the provisions of Condition 12. The detailed written description must include the effect such planned work may have on site soil and groundwater conditions and the

cleanup efforts contemplated under the IRP and the FFA, if applicable. Notwithstanding the preceding three sentences, the Grantee shall be under no obligation to provide advance written notice of any Alterations that will be undertaken totally within any structure located on the Premises, provided that such work will not impede or impair any activities under the IRP or the FFA, if applicable. However, any work below the floor of any such structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater, or will impede or impair any activities under the IRP or the FFA, if applicable, will be subject to the sixty (60) day notice requirement imposed by this Condition 20.5.

## **21. ENVIRONMENTAL BASELINE SURVEY/ CONDITION OF PROPERTY**

An Environmental Baseline Survey (EBS) or EBS waiver for the Premises dated 8 September 2016 has been delivered to the Grantee and is attached as Exhibit D hereto. If provided, the EBS sets forth those environmental conditions and matters on and affecting the Premises on the Term Beginning Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Premises in determining whether to enter into this License. A separate EBS for the Premises shall be prepared by the Government, after the expiration or earlier termination of this License ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Premises under this License including, without limitation, Paragraphs 13 and 16.

## **GENERAL PROVISIONS**

### **22. GENERAL PROVISIONS (AIR FORCE PROPERTY)**

Any interference with the use of or damage to property under control of the Department of the Air Force, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

### **23. SPECIAL PROVISIONS**

RESERVED.

## 24. RIGHTS NOT IMPAIRED

**24.1. Rights Not Impaired.** Nothing contained in this License shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Premises relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

**24.2. Installation Access.** The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces Federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting the Grantee access to the Premises at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Premises by the Grantee Parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

**24.3. Permanent Removal and Barment.** Notwithstanding anything contained in this License to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to Grantee's officers, employees, contractors of any tier, agents, and invitees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

**24.4. No Diminishment of Rights.** Except as provided in Paragraph 24.1, nothing in this License shall be construed to diminish, limit, or restrict any right of the Grantee under this License.

## 25. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits

to engage in its activity. Grantor is not responsible for obtaining permits for Grantee nor for allowing Grantee to use permits obtained by Grantor.

## **26. AVAILABILITY OF FUNDS**

The obligations of Grantor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

## **27. CONGRESSIONAL REPORTING**

This License is not subject to 10 U.S.C. § 2662.

## **28. AMENDMENTS**

This License may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

## **29. GENERAL INDEMNIFICATION**

**29.1.** Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this License. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

**29.2.** Grantee shall indemnify and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee under this License, whether tortious, contractual, or other, except to the extent such damage is the result of gross negligence or willful misconduct on the part of the Grantor.

## **30. ENTIRE AGREEMENT**

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

## **31. CONDITION AND PARAGRAPH HEADINGS**

The headings contained in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

### **32. STATUTORY AND REGULATORY REFERENCES**

Any reference to a statute or regulation in this License shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

### **33. PRIOR AGREEMENTS**

This License supersedes all prior agreements, if any, to the Grantee for the Premises, but does not terminate any obligations of the Grantee under such prior Licenses that may by their terms survive the termination or expiration of those Licenses, except to the extent such obligations are inconsistent with this License.

### **34. EXHIBITS**

Three exhibits are attached to and made a part of this License, as follows:

Exhibit A—MAP OF PREMISES

Exhibit B—DESCRIPTION OF PREMISES

Exhibit C—AREAS OF SPECIAL NOTICE (Not Used)

Exhibit D—ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL  
CONDITION OF THE PROPERTY

**IN WITNESS** whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

THE UNITED STATES OF AMERICA  
by the Secretary of the Air Force

BY: \_\_\_\_\_  
RODNEY F. TODARO, Colonel USAF  
Commander

This License is also executed by Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF TULLAHOMA

\_\_\_\_\_  
LANE CURLEE  
Mayor

**EXHIBIT A—MAP OF PREMISES**

The map or maps attached as this Exhibit A show the Premises.

**EXHIBIT B—DESCRIPTION OF PREMISES**

INSTALLATION: Arnold Air Force Base  
GRANTEE: City of Tullahoma  
PURPOSE: Recreation and Tennis Sport  
AREA: 6.82 acres

**DESCRIPTION**

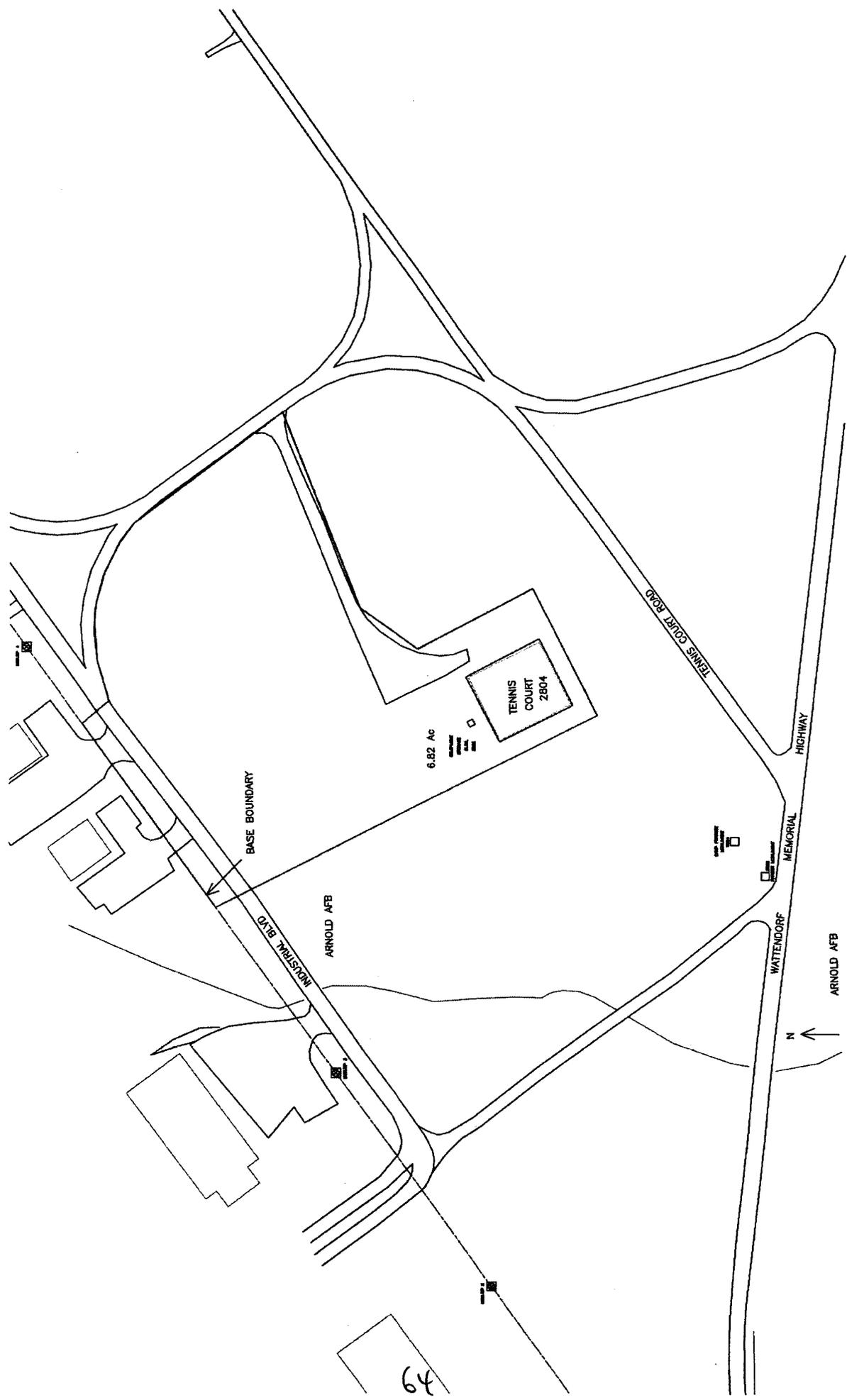
A tract of land situated in the west part of Arnold Air Force Base near the city of Tullahoma corporate limits, in the 8th Civil District of Coffee County, Tennessee, and more particular described as follows:

Beginning at a point in the western portion of Arnold Air Force Base near Tullahoma, said point being North  $53.83^\circ$  E 310.25 feet of Monument TIP 3 at the base boundary line in the westerly side of Industrial Boulevard; thence from the point of beginning S  $27.14^\circ$  E 647 feet to a point SW of the tennis courts; thence E  $27.15^\circ$  N 216 feet to a point W of the tennis courts; thence N  $28.17^\circ$  W 197 feet to a point NE of the tennis courts at the parking area; thence N  $35.28^\circ$  E 107.5 feet to a point at the access road; thence N  $68.43^\circ$  E feet along the southerly side of the gravel access road to a point at Tennis Courts Road (former Camp Forest Cemetery Road); thence N  $37.59^\circ$  W 283 feet to a point at the left side of Y split of Tennis Courts Road; thence 286 feet along the left side curve of Tennis Courts Road to a point south of Industrial Boulevard; thence N  $40.6^\circ$  W crossing Industrial Boulevard to a point in the Arnold AFB boundary 143.83 feet SW of Monument TIP 4; thence S  $53.76^\circ$  W 346 feet to the point of beginning, containing 6.82 acres, more or less.

**EXHIBIT C—AREAS OF SPECIAL NOTICE (NOT USED)**

**EXHIBIT D—ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION OF  
THE PREMISES**

EXHIBIT A





DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS ARNOLD ENGINEERING DEVELOPMENT COMPLEX (AFMCC)  
ARNOLD AIR FORCE BASE, TENNESSEE

8 September 2016

MEMORANDUM FOR RECORD

FROM: AEDC/TSDC

SUBJECT: Environmental Baseline Survey Waiver in Support of the City of Tullahoma License, USAF-AFMC-ANZY-16-2-0548, Arnold AFB, TN

1. In accordance with AFI 32-9003, *Granting Temporary Use of Air Force Real Property*, real estate transactions require an Environmental Baseline Survey (EBS). The subject real estate agreement grants the city of Tullahoma a license to operate and maintain the Arnold AFB tennis courts located adjacent to the city limits.

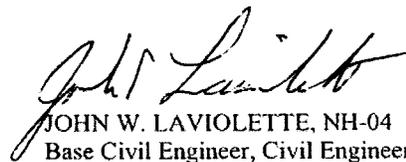
2. AEDC/TSDCI has performed environmental due diligence for the proposed real estate transaction and determined that it qualifies for an EBS waiver in accordance with AFI 32-7066, *Environmental Baseline Surveys in Real Estate Transactions*, section 3.3 and AFMC Supplemental Guidance for Environmental Impact Analysis Process and Environmental Baseline Surveys (11 Apr 2011). This waiver applies solely to the referenced real estate transaction for the specified period, and is expressly limited to the area described and the uses specified in this real estate agreement and its attached exhibits.

3. Mr. Philip Sherrill, ASO Environmental, conducted a site inspection of the subject area on 6 September 2016. The inspection findings are documented in the attached report. In accordance with AFI 32-7066, para. 3.3.2 and the AFMC Supplemental Guidance, there were no potential sources, releases, or disposal of environmental contamination on the properties. The following waiver criteria are met:

a. The condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents.

b. The allowable use of the property will not introduce hazardous materials or petroleum products in quantities greater than the minimum levels.

c. The allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc.).

  
JOHN W. LAVIOLETTE, NH-04  
Base Civil Engineer, Civil Engineer Branch

Attachment:  
AEDC Tennis Courts License Inspection Report, 6 September 2016

cc:  
AEDC/JA (Lt Col Daniel Watson)  
AEDC/SG (TSgt Suggs)  
AEDC/TSDCI (Juan Ramos)  
ASO (Philip Sherrill)

## AEDC Tennis Courts License Inspection

Philip Sherrill, Facility Support Services - Environmental, conducted a site inspection on 6 September 2016 to evaluate the issuance of license USAF-AFMC-ANZY-16-2-0548 to the city of Tullahoma for operation and maintenance of the Arnold Engineering Development Center tennis courts located adjacent to the city limits. The license will be for five (5) years and will include approximately 6.82 acres.

The property contains two tennis courts located on a single paved surface approximately 126' x 140' in size. The courts are enclosed by an 8 foot chain-link fence with multiple creosote light poles along the perimeter. There is also an 8'x10' concrete block building. All of the structures are well maintained. The visual inspection of the cleared area surrounding the tennis courts did not reveal any dead or distressed vegetation; however, there is evidence that herbicides have been used in the past around the tennis courts, light poles, guy wires, and block building to control vegetation and facilitate mowing. The remaining acreage is comprised of brush and small trees left from clear cut activities. This area is unimproved and does not show any indication of present or past activities that would introduce petroleum products into the environment.

The Resource Conservation and Recovery Act (RCRA) Facility Inspection, SWMU 24 (CH2M Hill, 2004) identified a gas station site from Camp Forrest located south of Wattendorf Highway across from the license area. There were some total petroleum hydrocarbons (TPH) detected from intermediate depth piezometers at the old gas station site; however, there is no evidence of contamination within the area considered for license USAF-AFMC-ANZY-16-2-0548. This was confirmed by interviews with Mr. Stephen Arnold and Mr. Greg Sandlin during the previous inspection which was conducted in 2011. No additional sampling or investigations have been conducted since that time.

According to AFI 32-7066 section 3.3.2, an Environmental Baseline Survey (EBS) waiver is possible when an initial records review, interviews, and site inspections indicate there are no potential sources, releases, or disposal of environmental contamination on the property and if examination of the proposed use of the property indicates that all the following criteria are met:

- The condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents.
- The allowable use of the property will not introduce any hazardous substances or petroleum products in quantities greater than the minimum levels.
- The allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc.).

Based on the condition of the property, the intended use by the city of Tullahoma, and the EBS waiver criteria identified in AFI 32-7066, this real estate transaction is recommended to be eligible for an EBS waiver.

Prepared by: Philip Sherrill - 6 September 2016. (Reference: AF813 # 2016 - 002061)



**Date:** October 4, 2016  
**Agenda Item:** 16-111  
**From:** Mr. Kurt Glick, Director of Parks & Recreation  
**Through:** Mr. Louis J. Baltz III, City Administrator  
**Subject:** D.W. Wilson Dehumidifier Preventive Maintenance Agreement

**Background:**

The factory representative for the indoor pool dehumidification system has highly recommended that preventative maintenance be performed on the units quarterly. This maintenance includes steam cleaning, replacement of belts and filters, and detailed evaluation of mechanical and electrical systems. To perform these functions the city entered into a maintenance agreement with REA Services, the factory certified technicians. Renewing this agreement will continue to qualify us for reduced rates on future repairs if needed. This preventative maintenance plan has helped to protect the city's investment in this valuable equipment.

**Alternatives:**

- 1) Allow the Mayor to renew the preventative maintenance agreement
- 2) Do not renew agreement at this time

**Recommendations:**

Alternative 1

**Fiscal Impact:**

\$5,541.60, budgeted 110-44400-266-035

REA Service Inc  
 2603 Grandview Ave  
 Nashville TN 37172



Phone: 615-832-6912

**Factory Service Agreement**

<b>Site Location</b>		Date:	09-14-2016
Company Name D.W. Wilson Rec Center		Contact Name J.P. Kraft	Contact Phone 931-808-9140
Address 501 North Collins Street		City Tullahoma	State TN
Address 501 North Collins Street		City Tullahoma	Zip code 37388
Address 501 North Collins Street		City Tullahoma	County Davidson
Address 501 North Collins Street		City Tullahoma	County Davidson
<b>Equipment</b>			
Aaon Package	X	Armstrong pumps	D
Aaon Split System	X	Armstrong skid	D
Dectron Package	D	Carrier	D
Dectron Split System	D	Compuair	D
Sanyo Mini	D	Lennox	D
Sanyo Eco I	D	York	D
		Artichill	D
		Liebert	D
		Trane	D
		Rheem	D
		Exhaust Fans	D
		Other / list below	D
Additional Equipment:			
<b>Belts</b>	Owner supplied X	REA Supplied D	Steam Cleaning O
<b>Filters</b>	Owner supplied X	REA Supplied D	Checks per year 4
<b>Pricing</b>			
<b>Tier 1 Quarterly Per System 10 tons &amp; under</b>	\$381.15	Mileage Charge Per Mile	\$1.25
<b>Tier 2 Quarterly Per System 31-70 tons</b>	\$816.75	Miles Port To Port	150
<b>Other Items Not Listed in Tier Pricing</b>	\$0.00	Applied per year	0
Initial System Tier 1	1	\$381.15	Discounted Systems Tier 1 0 \$0.00 TTL \$381.15
Initial System Tier 2	1	\$816.75	Discounted Systems Tier 2 0 \$0.00 TTL \$816.75
Service rates with preventative maintenance agreement			
Reduced Rates \$85.00 service tech per hour, \$55.00 second man per hour & .85 per mile with service agreement			
Additional Comments			
Belts and Filters supplied By REA are additional & will be billed at cost plus 25%		<b>Yr Tier 1 Totals</b>	\$1,524.60
This preventative Maintenance agreement includes:		<b>Yr Tier 2 Totals</b>	\$3,267.00
Twice a year, Steam clean evaporator and condenser coils.		<b>Mileage Totals</b>	\$750.00
Clean drain pan and drain trap.		<b>TTL</b>	\$5,541.60
Check mechanical and electrical systems, seasonal heating & cooling components		<b>Other Equip</b>	\$0.00
Grease bearings if applicable, replace belts and filters as needed.		<b>Yearly Total</b>	\$5,541.60
Check system operation and performance.		<b>PM Total</b>	\$1,385.40

To accept this agreement, please sign below and fax to attn: Mike Harnish at 615-834-8125 or email mike.harnish@reahvac.com

/

Po#

X

\_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE NO. 1467**

**AN ORDINANCE TO AMEND TITLE 15, MOTOR VEHICLES, TRAFFIC AND PARKING, CHAPTER 1, IN GENERAL, BY CREATING A NEW SECTION, 15-111, DESIGNATION OF PUBLIC STREETS AND ALLEYWAYS FOR PEDESTRIAN USE**

**WHEREAS**, Tullahoma was designated a ‘Healthier Tennessee Community’ by the State of Tennessee; and

**WHEREAS**, the City of Tullahoma desires to encourage walking and pedestrian activity; and

**WHEREAS**, the Board of Mayor and Aldermen may designate certain public streets and alleyways for pedestrian use;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE AS FOLLOWS:**

**SECTION 1.** That Title 15, Motor Vehicles, Traffic and Parking, Chapter 1, In General, be amended by creating a new section as follows:

**15-111. Designation of Public Streets and Alleyways for Pedestrian Use.** Upon the recommendation of the Planning Commission, the Board of Mayor and Aldermen, by adoption of an appropriate Resolution, may designate certain public streets and alleyways, or portions thereof, for pedestrian use and restrict vehicular traffic thereon. The public works department is authorized to place such signs, barriers, or other traffic control devices to restrict vehicular and encourage pedestrian traffic.

**SECTION 2.** That all Ordinances in conflict herewith and all provisions in the Code of Ordinances of the City of Tullahoma, in conflict herewith are hereby repealed in their entirety, to the extent of any conflicts.

**SECTION 3.** That if any section, subsection, paragraph, sentence, item or clause of this Ordinance shall for any reason be declared unconstitutional or invalid, such declaration shall not

affect any other portion of this Ordinance, it being the intent that the sections, subsections, paragraphs, sentences, items or clauses of this Ordinance shall be treated as severable.

**SECTION 4.** That this Ordinance shall take effect and be in full force and effect from and after its passage and from and after its caption being published one time in a newspaper of general circulation in Coffee County, Tennessee, the public welfare requiring it.

CITY OF TULLAHOMA

BY: \_\_\_\_\_  
Lane Curlee, Mayor

ATTEST:

\_\_\_\_\_  
Ms. Rosemary Golden, City Recorder

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Mr. Steve Worsham, City Attorney

PASSED ON FIRST READING: September 26, 2016

PASSED ON SECOND READING: \_\_\_\_\_

**RESOLUTION NO. 1701**

**A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO CLOSE A PORTION OF WALL STREET ALLEY TO VEHICULAR TRAFFIC AND INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES AND SIGNAGE**

**WHEREAS**, the Tullahoma Planning Commission approved a recommendation to temporarily close a portion of Wall Street Alley to vehicular traffic from West Lincoln Street north 120-feet, plus or minus; and

**WHEREAS**, a public hearing was held by the Tullahoma Board of Mayor and Aldermen on September 16, 2016 at which public hearing there were no comments;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Tullahoma, Tennessee, that a portion of Wall Street Alley, from West Lincoln Street north 120-feet, more or less, be closed to vehicular traffic and that the public works department authorized to install appropriate traffic control devices and signage.

**BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE**, that this Resolution shall be in full force and effect from and after its passage, the public welfare requiring it.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF TULLAHOMA, TENNESSEE**

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Lane Curlee, Mayor

ATTEST:

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Rosemary Golden, City Recorder

APPROVED AS TO FORM AND LEGALITY:

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Stephen Worsham, City Attorney



# CITY OF TULLAHOMA

## Department of Planning & Codes

P.O. Box 807  
Tullahoma, TN 37388

Phone 931-455-2282  
Fax 931-454-1765

**DATE:** October 3, 2016  
**TO:** Board of Mayor and Aldermen  
**FROM:** Lee Lawson, AICP, Director of Planning & Codes  
**RE:** Set a Public Hearing for Amendment to Article II & Article VI of the Zoning Ordinance

**BACKGROUND:**  
The purpose of the amendment is to make clarify definitions for mobile homes, mobile home parks, mobile home spaces, and townhouses (townhomes) as well as to insert mobile home park standards into the current zoning ordinance. The standards are to promote the potential benefits that mobile homes offer as attractive, economical single-family dwellings. It is the intent that mobile home parks contain sound development and be a desirable place to live.

**PLANNING COMMISSION:**  
During their regularly scheduled meeting in September, the Planning Commission voted unanimously to recommend the Board of Mayor and Aldermen approve the text amendment.

- ATTACHMENTS:**
1. Exhibit "A": Article II Amendment
  2. Exhibit "B": Article VI Amendment
  3. Proposed Ordinance

- ALTERNATIVES:**
1. Set a public hearing for November 15, 2016 and the first reading of the proposed ordinance.
  2. Take no action

**RECOMMENDATIONS:**  
Staff recommends alternative No. 1.

**MOBILE HOME.** A movable living unit designed for year-round occupancy having no foundation other than wheels, jacks, or skirting, and which is capable of being moved, towed or transported by another vehicle. Sometimes referred to as a trailer home.

**MOBILE HOME PARK.** Any area, tract, site or plot of land whereupon a minimum of two (2) mobile homes as herein defined are placed, located or maintained, or intended to be placed, located or maintained, and shall include all accessory buildings used or intended to be used as part of the equipment thereof.

**MOBILE HOME SPACE.** A plot of ground within a mobile home park which is designed for and designated as the location for two (2) automobiles and one mobile home and not used for any other purposes whatsoever other than customary accessory use thereof.

**TOWNHOME OR TOWNHOUSE.** A single-family dwelling unit constructed in a group of three (3) or more attached units in which each unit extends from foundation to roof with a yard or public way on at least two (2) sides. Townhouses (townhomes) shall not be more than three stories above grade plane in height. Sometimes referred to as Row Houses.

## **SECTION 604**

### **MOBILE HOMES AND MOBILE HOME PARKS**

#### **604.1 General.**

These regulations are designed to recognize and promote the potential benefits that mobile homes offer as attractive, economical single-family dwellings. It is the intent that mobile home parks contain sound development and be a desirable place to live.

#### **604.2 Mobile homes outside of parks.**

It shall be unlawful for any mobile home to be used, stored, or placed on any lot or serviced by the utilities of the city where said mobile home is outside of any designated and licensed mobile home park, except mobile homes located on a licensed mobile home sales lot.

#### **604.3 Nonconforming mobile homes.**

Any mobile home already placed on a lot on or before the date of passage of the zoning ordinance from which this section is derived will be permitted to remain at its present location. Any mobile home site at any location with utility connections and other facilities constructed specifically for utilization as a permanent mobile home parking site, in existence prior to said date, shall be permitted to be utilized for parking and servicing mobile homes hereafter. If the nonconforming mobile home remains vacant for a period of one year, the owner shall be given, at the end of that year, a period not to exceed sixty (60) days in which to remove the mobile home and to comply with all provisions of this section.

#### **604.4 Pre-existing mobile home parks.**

Pre-existing parks which cannot comply with the requirements regarding mobile home parks shall be considered as a nonconforming use; provided, however, if at any time the ownership of said park shall change, said new owner shall be given a period not to exceed one hundred and eighty (180) days in which to comply with current park regulations in all respects and his failure to do so shall render him ineligible for a park permit at his then present location. Said pre-existing parks shall comply with all state regulations applicable thereto which were in force prior to the establishment of said park.

- d. All mobile home spaces shall contain a concrete manufactured home pad or deck constructed of pressure treated wood. The pad or deck shall be at least 80 square feet in area and shall be located at the front entrance or porch to each mobile home.
  - e. All mobile homes within the park shall be equipped with two sets of steps.
  - f. There shall be at least one (1) paved, off-street parking space for each mobile home unit, which shall be on the same site as the mobile home unit served, and may be located in the rear or side yard of said mobile home space.
3. Provisions:
- a. There shall be established and maintained within each park an automobile parking area for the use of guests. The number of spaces within this area shall be equal to one (1) for every four (4) mobile home unit sites.
  - b. Access roads within a mobile home park shall be paved to a width of not less than twenty (20) feet and shall be constructed in accordance with local public works standards and specifications.
  - c. Road names and Signs.
    - (1) Permanent road names shall be assigned to all internal roads. Such road names shall not be similar in name to any existing street name in Coffee and Franklin Counties. Permanent road name signs which are clearly visible shall also be installed at all road intersections within the park.
    - (2) At least one identification sign, clearly visible both day and night shall face each public road upon which the manufactured home park fronts. Said sign shall be located off the road right-of-way and have a maximum area of 32 square feet.
    - (3) The cost for the purchase and installation of all road name and identification signs within the manufactured home park shall be borne entirely by the developer.
  - d. Each mobile home space shall have a site number, a minimum of three inches in height, of permanent lettering attached or painted on the electrical service, placed at the driveway entrance or affixed to the manufactured home and said site number shall be visible from the internal road serving the space.
  - e. Mobile home spaces may abut upon a driveway of not less than twenty (20) feet in width which shall have unobstructed access to the access road within the mobile home park. The sole vehicular access shall not be an alley, and all dead-end driveways shall include adequate vehicular turning space or cul-de-sac.
  - f. The mobile home unit shall be placed on a foundation in accordance either with the manufacturer's specifications for the specific unit, or local and state standards and specifications.
  - g. Each mobile home space shall be provided with a connection to a sanitary sewer line or to a sewer system approved by the health department (i.e., use of septic tank systems shall not be permitted).

#### 604.5 Mobile home park development standards.

1. The following property development standards shall apply for all mobile home parks:
  - a. No parcel of land containing less than two and one-half (2½) acres and less than fifteen (15) mobile home spaces available at the time of first occupancy shall be used for a mobile home park. However, the plans submitted for approval as required in number 4. Plans required shall be designed for a minimum of twenty-five (25) mobile home units.
  - b. There shall be not less than three thousand (3,000) square feet of lot area for each space provided on the site. This space ratio shall include access roads, automobile parking, accessory building space, and recreational areas.
  - c. The mobile home park shall be located on a well-drained site properly graded to insure rapid drainage and freedom from stagnant pools of water.
  - d. Yards:
    - (1) Each mobile home park shall have a front yard of twenty-five (25) feet extending for the full width of the parcel devoted to said use.
    - (2) Each mobile home park shall have a rear yard and a side yard on both sides of the parcel devoted to said use of not less than ten (10) feet.
    - (3) Where a side or rear yard abuts a street, the yard shall be not less than twenty-five (25) feet.
    - (4) All yards shall be landscaped and maintained.
  - e. No building or structure erected or stationed in this mobile home park shall have a height greater than one (1) story or fifteen (15) feet.
  - f. A mobile home park shall be entirely enclosed, exclusive of driveways, at its external boundaries by a solid wall, fence, or evergreen hedge not less than seven (7) feet in height. Such wall, fence, or hedge shall not be constructed or planted within the required front yard setback.
  - g. Each mobile home park shall be permitted to display on each street frontage, one identifying sign of a maximum size of nine (9) square feet. Said sign shall contain thereon only the name and address of the mobile home park and may be lighted by indirect lighting only.
2. Each mobile home space shall be of sufficient size that, in addition to the mobile home unit, the following areas shall be provided:
  - a. Each mobile home space shall be at least thirty (30) feet wide and such space shall be clearly defined by permanent markers.
  - b. There shall be a front yard setback of ten (10) feet from all access roads within the mobile home park.
  - c. Mobile homes shall be so harbored on each space so that there shall be at least a twenty (20) foot clearance between mobile homes, provided, however, with respect to mobile homes parked end-to-end, the end-to-end clearance shall be not less than ten (10) feet. No mobile home shall be located closer than twenty (20) feet from any building within the mobile home park.

- h. There shall be provided a park or recreation area having a minimum of one hundred and fifty (150) square feet for each mobile home space. Areas shall be consolidated into usable areas with minimum dimensions of not less than thirty (30) feet.
- i. Each mobile home park shall be provided with a management office and such service buildings as are necessary to provide facilities for storage space for supplies, maintenance materials and equipment.
- j. Mobile home units, with or without toilet facilities that cannot be connected to a sanitary sewer line shall not be permitted in a mobile home park.
- k. Cabanas and other similar enclosed structures are prohibited.
- l. Mobile homes shall not be used for commercial, industrial, or other non-residential uses within the mobile home parks.
- m. Mobile homes shall be skirted.
- n. Spaces within the mobile home park shall be provided for cluster mailboxes. Subject to their approval by the United States Postal Service; cluster mailboxes shall be used.
  - (1) The cluster mailboxes shall be located at convenient places within the park deemed suitable by the United States Postal Service.
  - (2) Individually owned and located mailboxes shall not be allowed.
  - (3) All cluster mailboxes shall be located within the mobile home park and shall not front directly on any public road.
  - (4) At least one mailbox per manufactured home space shall be provided and the residents of the manufactured home occupying that space shall be provided with a key to open and close the corresponding mailbox.
- o. Trash removal shall be accommodated by one of the following methods in mobile home parks:
  - (1) The owner of the mobile home park shall contract with a private trash hauler for removal of trash from within the park.
  - (2) The owner of the mobile home park shall provide centralized trash dumpsters at convenient locations within the manufactured home park.
  - (3) The owner of the mobile home park shall provide each mobile home space with one or more covered trash containers having a minimum capacity of twenty-four gallons either individually or in combination.

4. Plans required:

The following information shall be shown on the mobile home park development plan to be reviewed and approved by the Planning Commission:

- a. The location and legal description of the proposed mobile home park.
- b. Plans and specifications of all buildings, improvements, and facilities constructed or to be constructed within the mobile home park.
- c. Utilities (e.g., water, sewer, electrical, gas) and any required easements.
- d. Roads and any required right-of-ways.
- e. Drainage structures and any required easements.
- f. The proposed use of buildings shown on the development plan.
- g. The location and size of all mobile home spaces.

- h. The location of all points of entry and exit for motor vehicles and internal circulation patterns.
  - i. Landscaping plan.
  - j. Drainage plan.
  - k. The location of all lighting to be provided.
  - l. The location of all walls and fences and the indication of their height and the materials of their construction.
  - m. The location of all off-street parking facilities including guest parking facilities.
  - n. Such other engineering and site planning data as may be required to permit the planning commission to determine if the provisions of this ordinance are being complied with.
  - o. Mobile home park development plans shall be recorded with the County Register of Deed's Office.
  - p. Certificates that shall be required are:
    - 1. Certification of Ownership
    - 2. Certificate of Approval for Recording
    - 3. Certificate of Approval of Utility Systems
    - 4. Certificate of Approval of Roads
    - 5. Certificate of Accuracy
5. A revised development plan shall be submitted to the planning commission for approval of any changes, alterations, amendments, or extensions to the development plan. Approval of such changes may be granted if in the opinion of the planning commission, the requested changes would be in keeping with the intent and provisions of this ordinance.
6. No building permit shall be issued for construction of any building or structure or location of any mobile home unit on the land until the planning commission has approved the development plan and a statement of approval has been affixed to said development plan.
7. The building permit shall be revoked if construction of any building, part or phase, of the development is not in compliance with the approved development plans.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF TULLAHOMA, TENNESSEE, WHICH IS ORDINANCE NO. 1392, BY AMENDING ARTICLE I, DEFINITIONS & ARTICLE VI, SPECIAL REGULATIONS, MOBILE HOMES AND MOBILE HOME PARKS**

**WHEREAS**, a public hearing before this body was held on \_\_\_\_\_, 2016 commencing at 5:30 p.m. and notice thereof published in the *Tullahoma News* on the \_\_\_\_ day of \_\_\_\_\_, 2016 at which hearing members of the public were allowed to be present and to speak on the issues, and

**WHEREAS**, there being no substantial opposition to the change in the ordinance as is hereinafter set out and same being in the best interest of the safety, welfare, and ordinary growth of the City of Tullahoma and its residents;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF TULLAHOMA, TENNESSEE AS FOLLOWS:**

**SECTION 1.** That Ordinance 1392 of the City of Tullahoma, Tennessee known as the Zoning Ordinance of the City of Tullahoma, Tennessee, as amended from time to time, that Article II, Definitions be amended by inserting four (4) additional definitions as follows:

**MOBILE HOME.** A movable living unit designed for year-round occupancy having no foundation other than wheels, jacks, or skirting, and which is capable of being moved, towed or transported by another vehicle. Sometimes referred to as a trailer home.

**MOBILE HOME PARK.** Any area, tract, site or plot of land whereupon a minimum of two (2) mobile homes as herein defined are placed, located or maintained, or intended to be placed, located or maintained, and shall include all accessory buildings used or intended to be used as part of the equipment thereof.

**MOBILE HOME SPACE.** A plot of ground within a mobile home park which is designed for and designated as the location for two (2) automobiles and one mobile home and not used for any other purposes whatsoever other than customary accessory use thereof.

**TOWNHOUSES, TOWNHOMES, ROW HOUSES.** A single-family dwelling unit constructed in a group of three (3) or more attached units in which each unit extends from foundation to roof with a yard or public way on at least two (2) sides. Townhouses, townhomes, or row houses shall not be more than three stories above grade plane in height.

**SECTION 2.** That Ordinance 1392 of the City of Tullahoma, Tennessee known as the Zoning Ordinance of the City of Tullahoma, Tennessee, as amended from time to time, that Article VI, Special Regulations, be amended by inserting a new Section 604, Mobile Homes and Mobile Home Parks as follows:

**SECTION 604**

**MOBILE HOMES AND MOBILE HOME PARKS**

**604.1 General.**

These regulations are designed to recognize and promote the potential benefits that mobile homes offer as attractive, economical single-family dwellings. It is the intent that mobile home parks contain sound development and be a desirable place to live.

**604.2 Mobile homes outside of parks.**

It shall be unlawful for any mobile home to be used, stored, or placed on any lot or serviced by the utilities of the city where said mobile home is outside of any designated and licensed mobile home park, except mobile homes located on a licensed mobile home sales lot.

**604.3 Nonconforming mobile homes.**

Any mobile home already placed on a lot on or before the date of passage of the zoning ordinance from which this section is derived will be permitted to remain at its present location. Any mobile home site at any location with utility connections and other facilities constructed specifically for utilization as a permanent mobile

home parking site, in existence prior to said date, shall be permitted to be utilized for parking and servicing mobile homes hereafter. If the nonconforming mobile home remains vacant for a period of one year, the owner shall be given, at the end of that year, a period not to exceed sixty (60) days in which to remove the mobile home and to comply with all provisions of this section.

#### **604.4 Pre-existing mobile home parks.**

Pre-existing parks which cannot comply with the requirements regarding mobile home parks shall be considered as a nonconforming use; provided, however, if at any time the ownership of said park shall change, said new owner shall be given a period not to exceed one hundred and eighty (180) days in which to comply with current park regulations in all respects and his failure to do so shall render him ineligible for a park permit at his then present location. Said pre-existing parks shall comply with all state regulations applicable thereto which were in force prior to the establishment of said park.

#### **604.5 Mobile home park development standards.**

1. The following property development standards shall apply for all mobile home parks:
  - a. No parcel of land containing less than two and one-half (2½) acres and less than fifteen (15) mobile home spaces available at the time of first occupancy shall be used for a mobile home park. However, the plans submitted for approval as required in number 4. Plans required shall be designed for a minimum of twenty-five (25) mobile home units.
  - b. There shall be not less than three thousand (3,000) square feet of lot area for each space provided on the site. This space ratio shall include access roads, automobile parking, accessory building space, and recreational areas.
  - c. The mobile home park shall be located on a well-drained site properly graded to insure rapid drainage and freedom from stagnant pools of water.
  - d. Yards:
    - (1) Each mobile home park shall have a front yard of twenty-five (25) feet extending for the full width of the parcel devoted to said use.
    - (2) Each mobile home park shall have a rear yard and a side yard on both sides of the parcel devoted to said use of not less than ten (10) feet.
    - (3) Where a side or rear yard abuts a street, the yard shall be not less than twenty-five (25) feet.
    - (4) All yards shall be landscaped and maintained.
  - e. No building or structure erected or stationed in this mobile home park shall have a height greater than one (1) story or fifteen (15) feet.

- f. A mobile home park shall be entirely enclosed, exclusive of driveways, at its external boundaries by a solid wall, fence, or evergreen hedge not less than seven (7) feet in height. Such wall, fence, or hedge shall not be constructed or planted within the required front yard setback.
  - g. Each mobile home park shall be permitted to display on each street frontage, one identifying sign of a maximum size of nine (9) square feet. Said sign shall contain thereon only the name and address of the mobile home park and may be lighted by indirect lighting only.
2. Each mobile home space shall be of sufficient size that, in addition to the mobile home unit, the following areas shall be provided:
    - a. Each mobile home space shall be at least thirty (30) feet wide and such space shall be clearly defined by permanent markers.
    - b. There shall be a front yard setback of ten (10) feet from all access roads within the mobile home park.
    - c. Mobile homes shall be so harbored on each space so that there shall be at least a twenty (20) foot clearance between mobile homes, provided, however, with respect to mobile homes parked end-to-end, the end-to-end clearance shall be not less than ten (10) feet. No mobile home shall be located closer than twenty (20) feet from any building within the mobile home park.
    - d. All mobile home spaces shall contain a concrete manufactured home pad or deck constructed of pressure treated wood. The pad or deck shall be at least 80 square feet in area and shall be located at the front entrance or porch to each mobile home.
    - e. All mobile homes within the park shall be equipped with two sets of steps.
    - f. There shall be at least one (1) paved, off-street parking space for each mobile home unit, which shall be on the same site as the mobile home unit served, and may be located in the rear or side yard of said mobile home space.
  3. Provisions:
    - a. There shall be established and maintained within each park an automobile parking area for the use of guests. The number of spaces within this area shall be equal to one (1) for every four (4) mobile home unit sites.
    - b. Access roads within a mobile home park shall be paved to a width of not less than twenty (20) feet and shall be constructed in accordance with local public works standards and specifications.
    - c. Road names and Signs.
      - (1) Permanent road names shall be assigned to all internal roads. Such road names shall not be similar in name to any existing street name in Coffee and Franklin Counties. Permanent road name signs which are clearly visible shall also be installed at all road intersections within the park.

- (2) At least one identification sign, clearly visible both day and night shall face each public road upon which the manufactured home park fronts. Said sign shall be located off the road right-of-way and have a maximum area of 32 square feet.
  - (3) The cost for the purchase and installation of all road name and identification signs within the manufactured home park shall be borne entirely by the developer.
  - d. Each mobile home space shall have a site number, a minimum of three inches in height, of permanent lettering attached or painted on the electrical service, placed at the driveway entrance or affixed to the manufactured home and said site number shall be visible from the internal road serving the space.
  - e. Mobile home spaces may abut upon a driveway of not less than twenty (20) feet in width which shall have unobstructed access to the access road within the mobile home park. The sole vehicular access shall not be an alley, and all dead-end driveways shall include adequate vehicular turning space or cul-de-sac.
  - f. The mobile home unit shall be placed on a foundation in accordance either with the manufacturer's specifications for the specific unit, or local and state standards and specifications.
  - g. Each mobile home space shall be provided with a connection to a sanitary sewer line or to a sewer system approved by the health department (i.e., use of septic tank systems shall not be permitted).
  - h. There shall be provided a park or recreation area having a minimum of one hundred and fifty (150) square feet for each mobile home space. Areas shall be consolidated into usable areas with minimum dimensions of not less than thirty (30) feet.
  - i. Each mobile home park shall be provided with a management office and such service buildings as are necessary to provide facilities for storage space for supplies, maintenance materials and equipment.
  - j. Mobile home units, with or without toilet facilities that cannot be connected to a sanitary sewer line shall not be permitted in a mobile home park.
  - k. Cabanas and other similar enclosed structures are prohibited.
  - l. Mobile homes shall not be used for commercial, industrial, or other non-residential uses within the mobile home parks.
  - m. Mobile homes shall be skirted.
  - n. Spaces within the mobile home park shall be provided for cluster mailboxes. Subject to their approval by the United States Postal Service; cluster mailboxes shall be used.
- (1) The cluster mailboxes shall be located at convenient places within the park deemed suitable by the United States Postal Service.
    - (2) Individually owned and located mailboxes shall not be allowed.

- (3) All cluster mailboxes shall be located within the mobile home park and shall not front directly on any public road.
  - (4) At least one mailbox per manufactured home space shall be provided and the residents of the manufactured home occupying that space shall be provided with a key to open and close the corresponding mailbox.
    - o. Trash removal shall be accommodated by one of the following methods in mobile home parks:
      - (1) The owner of the mobile home park shall contract with a private trash hauler for removal of trash from within the park.
      - (2) The owner of the mobile home park shall provide centralized trash dumpsters at convenient locations within the manufactured home park.
      - (3) The owner of the mobile home park shall provide each mobile home space with one or more covered trash containers having a minimum capacity of twenty-four gallons either individually or in combination.
4. Plans required:
- The following information shall be shown on the mobile home park development plan to be reviewed and approved by the Planning Commission:
- a. The location and legal description of the proposed mobile home park.
  - b. Plans and specifications of all buildings, improvements, and facilities constructed or to be constructed within the mobile home park.
  - c. Utilities (e.g., water, sewer, electrical, gas) and any required easements.
  - d. Roads and any required right-of-ways.
  - e. Drainage structures and any required easements.
  - f. The proposed use of buildings shown on the development plan.
  - g. The location and size of all mobile home spaces.
  - h. The location of all points of entry and exit for motor vehicles and internal circulation patterns.
  - i. Landscaping plan.
  - j. Drainage plan.
  - k. The location of all lighting to be provided.
  - l. The location of all walls and fences and the indication of their height and the materials of their construction.
  - m. The location of all off-street parking facilities including guest parking facilities.
  - n. Such other engineering and site planning data as may be required to permit the planning commission to determine if the provisions of this ordinance are being complied with.
  - o. Mobile home park development plans shall be recorded with the County Register of Deed's Office.
  - p. Certificates that shall be required are:

1. Certification of Ownership
  2. Certificate of Approval for Recording
  3. Certificate of Approval of Utility Systems
  4. Certificate of Approval of Roads
  5. Certificate of Accuracy
- 
5. A revised development plan shall be submitted to the planning commission for approval of any changes, alterations, amendments, or extensions to the development plan. Approval of such changes may be granted if in the opinion of the planning commission, the requested changes would be in keeping with the intent and provisions of this ordinance.
  6. No building permit shall be issued for construction of any building or structure or location of any mobile home unit on the land until the planning commission has approved the development plan and a statement of approval has been affixed to said development plan.
  7. The building permit shall be revoked if construction of any building, part or phase, of the development is not in compliance with the approved development plans.

**SECTION 3.** That all Ordinances in conflict herewith and all provisions in the Code of Ordinances of the City of Tullahoma, in conflict herewith are hereby repealed in their entirety, to the extent of any conflicts.

**SECTION 4.** That if any section, subsection, paragraph, sentence, item or clause of this Ordinance shall for any reason be declared unconstitutional or invalid, such declaration shall not affect any other portion of this Ordinance, it being the intent that the sections, subsections, paragraphs, sentences, items or clauses of this Ordinance shall be treated as severable.

CITY OF TULLAHOMA

BY: \_\_\_\_\_  
Lane Curlee, Mayor

ATTEST:

\_\_\_\_\_  
Ms. Rosemary Golden, City Recorder

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Mr. Steve Worsham, City Attorney

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

**DATE:** 9/30/16

**AGENDA NUMBER:** 16-110

**FROM:** Wayne Limbaugh, Public Works Director

**THROUGH:** Louis J. Baltz III, City Administrator

**SUBJECT:** List of streets to be paved during the fall paving.

**BACKGROUND:** The BMA awarded the bid for paving of City streets and parking areas to Rogers Group during the board meeting on September 12, 2016. Staff is now requesting approval of the list of streets on the following page to be approved to pave. Staff maintains a database on the condition of streets and ranks them in the order of priority.

**ALTERNATIVES:** 1. Approve the streets to be paved during the fall paving.  
2. Do not approve the list at this time.

**STAFF RECOMMENDATION:** Staff recommends alternative 1.

**FISCAL IMPACT:** \$172,318.74 estimated cost from account 110-43120-268-023.

**DISPOSITION:**

Street Name	From - To	Paving Cost	Milling Co.	Mobilization
C. B. Watkins Dr.	Atlantic - Jackson	\$9,124.19	\$3,373.33	
Polk St, N	E. Grizzard - E. Hogan	\$5,169.17	\$0.00	
Silver St	E. Lincoln - Painter St	\$14,305.39	\$0.00	
Franklin St, S	Warren St. - W. Decherd	\$8,457.01	\$3,126.67	
Atlantic St. N.W.	Ogee Street - Jack Farrar	\$28,129.92	\$0.00	
Carter Blake Rd	E.lincaln St. - City Limit	\$18,352.37	\$0.00	
Lauderdale St. E	Roosevelt - dead end	\$3,510.23	\$0.00	
Adams St.	Hillwood Rd. - dead-end	\$4,327.68	\$0.00	
Scenic Cir	Scenic - Scenic	\$12,983.04	\$0.00	
Turkey Creek Rd	Lemont - Glade	\$6,130.88	\$0.00	
Turkey Creek Rd	Glade - Wallace	\$4,508.00	\$0.00	
Turkey Creek Rd	Wallace - St. Simons	\$6,972.37	\$0.00	
Turkey Creek Rd	Chesapeake - City limits	\$7,032.48	\$0.00	
Turkey Creek Rd	St. Simons - Chesapeake	\$3,065.44	\$0.00	
Montclair St	Mayfair - Dead-end	\$13,620.17	\$0.00	
Collins St. N	W. Hogan - Wilson Ave.	\$17,130.40	\$0.00	
<b>Total</b>		<b>\$162,818.74</b>	<b>\$6,500.00</b>	<b>\$3,000</b>
				<b>\$172,318.74</b>

TULLAHOMA BEER BOARD  
CY 2016

SUMMARY OF ACTION TAKEN ON AGENDA ITEMS

ITEM NO.	TYPE	APPLICANT/ PERMIT HOLDER	LOCATION	DISPOSITION	Mayor Curlee	Mayor Pro Tem Mathis	Ald. Blanks	Ald. Duncan	Ald. Keene	Ald. Knowis	Ald. Stanton
16-BB01	Minutes of 12/14/15 Meeting	N/a	N/a	Approved 1/11/16	Y	Y	Y	Y	Y	Y	Y
16-BB02	Minutes of 1/11/16 Meeting	N/a	N/a	Approved 1/25/16	Y	Y	Y	Y	Y	Y	Y
16-BB03	Minutes of 1/25/16 Meeting	N/a	N/a	Approved 2/8/16	Y	Y	Y	Y	Y	Y	Y
16-BB04	Beer Permit (Off-Premises) Application	Mr. James Keith Watts	Discount Tobacco Outlet #707, 900 North Jackson Street	Approved 2/8/16	Y	Y	Y	Y	Y	Y	Y
16-BB05	Minutes of 2/8/16 Meeting	N/a	N/a	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y
16-BB06	Beer Permit (Special Event) Application	Highland Rim Kiwanis Club c/o Mr. Matt Layton & Mr. Chambliss Fewell	Grapes & Grain Festival	Approved 2/22/16	Y	Y	Y	Y	Y	Y	Y
16-BB07	Beer Permit (Special Event) Application	South Jackson Civic Assn c/o Ms. Rebecca French	South Jackson Gala	Approved 3/10/16	Y	Absent	Y	Y	Y	Y	Absent
16-BB08	Minutes of 2/22/16 Meeting	N/a	N/a	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-BB09	Minutes of 3/10/16 Meeting	N/a	N/a	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y
16-BB10	Beer Permit (Special Event) Application	Highland Rim Kiwanis c/o Mr. Jason Redd	41A Music & Arts Festival	Approved 3/28/16	Y	Y	Y	Y	Y	Y	Y

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ITEM NO.	TYPE	APPLICANT/ PERMIT HOLDER	LOCATION	DISPOSITION	Mayor Curlee	Mayor Pro Tem Mathis	Ald. Blanks	Ald. Duncan	Ald. Keene	Ald. Knowis	Ald. Stanton
16-BB11	Minutes of 3/18/16 Meeting	N/a	N/a	Approved 4/11/16	Y	Y	Y	Y	Y	Y	Y
16-BB12	Minutes of 4/11/16 Meeting	N/a	N/a	Approved 4/25/16	Y	Y	Y	Y	Y	Y	Y
16-BB13	Minutes of 4/25/16 Meeting	N/a	N/a	Approved 5/9/16	Y	Y	Y	Y	Y	Y	Y
16-BB14	Beer Permit (On-Premises) Application	Ms. Marian Naomi Saunders	Faye's Café, 310 East Warren St.	Approved 5/9/16	Y	Y	Y	Y	Y	Y	Y
16-BB15	Minutes of 5/9/16 Meeting	N/a	N/a	Approved 5/23/16	Y	Y	Y	Y	Y	Y	Y
16-BB16	Beer Permit (Special Event/Non-Profit) Application	Highland Rim Kiwanis, Mr. Chambliss Fewell, President	Independence Day Regional Celebration, July 2, 2016	Approved 5/23/16	Y	Y	Y	Y	Y	Y	Y
16-BB17	Minutes of 5/23/16 Meeting	N/a	N/a	Approved 6/6/16	Y	Y	Y	Y	Y	Y	Y
16-BB18	Minutes of 6/6/16 Meeting	N/a	N/a	Approved 6/20/16	Absent	Y	Y	Y	Y	Y	Y
16-BB19	Minutes of 6/20/16 Meeting	N/a	N/a	Approved 6/27/16	Y	Absent	Y	Absent	Y	Y	Y
16-BB20	Minutes of 6/27/16 Meeting	N/a	N/a	Approved 7/11/16	Y	Y	Y	Y	Y	Y	Y
16-BB21	Beer Permit (Special Event/Non-Profit) Application	Ms. Joyce Hiebert	Frazier McEwen, Rock Creek	Approved 7/11/16	Y	Y	Y	Y	Y	Y	Y
16-BB22	Minutes of 7/11/16 Meeting	N/a	N/a	Approved 7/25/16	Y	Y	Y	Y	Y	Y	Y
16-BB23	Minutes of 7/25/16 Meeting	N/a	N/a	Approved 8/8/16	Y	Y	Y	Y	Y	Absent	Y

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ITEM NO.	TYPE	APPLICANT/ PERMIT HOLDER	LOCATION	DISPOSITION	Mayor Curlee	Mayor Pro Tem Mathis	Ald. Blanks	Ald. Duncan	Ald. Keene	Ald. Knowis	Ald. Stanton
16-BB24	Minutes of 8/8/16 Meeting	N/a	N/a	Approved 8/22/16	Y	Y	Y	Y	Y	Y	Y
16-BB25	Minutes of 8/22/16 Meeting	N/a	N/a	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-BB26	Beer Permit (On-Premises)	Mr. Nicholas Alan Smith	Spinelli's Pizzeria, 121 NW Atlantic St.	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-BB27	Beer Permit (On-Premises)	Mr. Jesus Villegas	La Fiesta Bar & Grill LLC, 1410 N. Jackson Street	Approved 9/12/16	Y	Y	Y	Y	Y	Y	Y
16-BB28	Minutes of 9/12/16 Meeting	N/a	N/a	Approved 9/26/16	Y	Y	Y	Y	Y	Y	Absent

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**BEER BOARD MEETING  
MINUTES  
SEPTEMBER 12, 2016**

The Board of Mayor and Aldermen of the City of Tullahoma, Coffee and Franklin Counties, Tennessee met in a Beer Board meeting on Monday, September 12, 2016 at the Municipal Building in Tullahoma with Mayor Lane Curlee presiding and the following named members of the Board of Mayor and Aldermen: Jimmy Blanks, Jackie Duncan, Renee Keene, Ray Knowis and Jerry Mathis. Alderman Mike Stanton was absent. There were six Board Members present.

Louis J. Baltz, City Administrator; Stephen M. Worsham, City Attorney; and Rosemary Golden, Secretary of the Beer Board, were also present at the meeting.

Mayor Curlee called the meeting to order.

**PUBLIC COMMENTS: -NONE-**

**CONSENT AGENDA:**

**ITEM NO. 16-BB285 - MINUTES OF SEPTEMBER 12, 2016 BEER BOARD MEETING**

Mayor Curlee read the caption for the item on the Consent agenda.

A motion was made by Alderman Mathis and seconded by Alderman Keene to approve the minutes of the September 12, 2016 Beer Board Meeting.

On roll call all members present voted aye and it was so ordered.

**UNFINISHED BUSINESS: - NONE -**

**NEW BUSINESS: - NONE -**

There being no further business to come before the Beer Board at this time the Board Meeting adjourned at 6:06p.m.

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
MAYOR