



FINANCE COMMITTEE AGENDA

DATE: November 23, 2021

TIME: 4:30 p.m.

LOCATION: City Hall Conference Room
1 Public Square, 4th Floor

- 1) CALL TO ORDER
- 2) ATTENDANCE
- 3) ADOPTION OF MINUTES: October 26
- 4) DEPARTMENT REPORTS
 1. PURCHASING *Camille Thomas*
 - a) Report of Bids
 - b) Report of Award of Professional Service Contracts
 1. Street - Design of the Exit 1 Interchange Traffic Signal Improvements from KCI in the amount of \$86,830.00.
 2. Street - Design of the Memorial Drive Extension Road Improvements
 3. Street - Design of the Needmore Road from Boy Scout Road to Tiny Town Road Phase I Improvements from WSP USA Inc. in the amount of \$412,151.00.
 4. Street - Design of the SR48/13 Sidewalk Improvements from Civil-Site Clarksville, PLLC in the amount of \$171,400.00.

5. G&W - Fee Increase on the Flow Monitoring Services contract with ADS Environmental Services in the amount of \$25,000.00 for a total cost of \$199,600.00.

6. Project Management - Appraisal of the Frosty Morn Rail Bed from Mark Young Real Estate Appraisals in the amount of \$2,500.00.

Sale of surplus property on GovDeals.com for the month of October, 2021 - \$10,140.00.

2. GENERAL GOVERNMENT

a) Monthly Report *Laurie Matta*

3. DEPARTMENT OF ELECTRICITY

a) Monthly Reports *David Johns, Christy Batts*

4. CITY ATTORNEY

a) Report of Legal Expenditures *Lance Baker*

- Bradley Arant, Robinson v. City, \$3,796.75
- Bradley Arant, Employment Matters, \$112.50
- Klein Solomon, Ethics Complaint, \$6,125.00

5) CITY COUNCIL ACTION

1. FINANCE

a) **ORDINANCE 59-2021-22** Approve the amendment to ORDINANCE 45-2021-22 pertaining to a settlement of the Robinsons and/or Franklin Street Corporation (FSC) v. City State Court and Federal Court lawsuits. *Finance Committee:*

b) **RESOLUTION 35-2021-22** Authorize the Mayor of the City of Clarksville to sign a proposal with the Tennessee Dept. of Transportation for Project Number _____. *Finance Committee:*

6) PUBLIC COMMENTS (*allows 3 persons; 5 minutes each*)

7) ADJOURNMENT



FINANCE COMMITTEE

October 26, 2021

MINUTES

CALL TO ORDER

The monthly meeting of the City of Clarksville Finance Committee was called to order by Chairperson Streetman on Tuesday, October 26, 2021, at 4:30 p.m. in the City Hall Conference Room, 1 Public Square, Clarksville, Tennessee.

ATTENDANCE:

PRESENT: Travis Holleman, Karen Reynolds, Wanda Smith, Stacey Streetman
ABSENT: Wallace Redd

ADOPTION OF MINUTES

Councilperson Holleman made a motion to adopt the September 28 minutes as presented. The motion was seconded by Councilperson Reynolds. A voice vote was taken; the motion passed without objection.

PURCHASING DEPARTMENT

Director of Purchasing Camille Thomas reported that there were 17 properties for sale at public auction. Of those 17 properties, 15 sold for over asking price for all but one property. \$241,000 was brought in from the sale and part of those funds will go towards paying off taxes owed to the City and County. She also shared the monthly bid summary and reported award of the following professional service contracts:

Report of award of professional service contracts

1. G&W - Design of the Ivy Bend Impressed Current Cathodic Protection System from Southern Cathodic Protection Company in the amount of \$22,820.00.

2. Project Management - Design and Construction Administration for the Smith Trahern Rehabilitation Project from Lyle-Cook-Martin in the amount of \$26,368.88.

3. Fire Rescue - Engineering Design for the Sewer Main Extension for Station #8 from McKay-Burchett & Co. Engineers in the amount of \$4,500.00.

Sale of Surplus Property on GovDeals.com for the month of September 2021 - \$16,790.00.

GENERAL GOVERNMENT

Chief Financial Officer Laurie Matta said expenditures were exceeding revenues by \$4.3 million and waiting for tax revenue to come in, and noted this situation was typical for the beginning of a fiscal year. Expenditures are up by 12.8% which is also typical at the beginning of the year. Local option sales tax increased 12% over last year and is on trend. Ms. Matta also reported that the City has received two grant awards. Ms. Reynolds asked who determines how that grant money is spent. Ms. Matta explained a committee will be formed and the Mayor said they are waiting on the final rules and process before they can set up an avenue for input.

DEPARTMENT OF ELECTRICITY

On behalf of Chief Financial Officer David Johns, Christy Batts reported on the Electric Division first and said it was an average month with regards to electric plant. For revenue and expenses, she said monthly revenue was \$16.8 million and purchasing power expenses was \$9.8 million. The month ended with \$3 million in net income and they attribute it to the weather.

Ms. Batts then reported on Broadband. She said there was a reduction in earnings due to increased rental rates for the fiber network and cost allocations and those numbers went up over 50% in overall costs. For the income statement, operating revenue came in at \$375,000.

CITY ATTORNEY

City Attorney Lance Baker reported payment of the following legal expenditures. Mr. Baker said the amount listed for Batson Nolan, Nicholson v. City was an error, as that is from the month prior. The correct amount is \$9,950.

- Bradley Arant, Kimberly Black v. City, \$6,755.00
- Bradley Arant, Robinson v. City, \$19,871.65
- Batson Nolan, Nicholson v. City, \$27,613.50

- Batson Nolan, Robinson v. City, \$4,450.00
- Howell & Fisher, Robinson v. City, Pitts, & Baker, \$2,662.50
- Klein Solomon, Ethics Complaint, \$5,220.00
- Burr Forman, TN River Keepers, \$118.50

CITY COUNCIL ACTION

1. FINANCE

Mr. John Hillborn explained the HVAC system is a proprietary system through Siemens and, come January, will no longer be supported. Ms. Reynolds asked if it would be cheaper to buy new. Mr. Hillborn said it would be significantly higher in price vs repairing. Ms. Matta said a special-called session will be called prior to Regular Session on Thursday, November 4.

a) ORDINANCE -2021-22 (First Reading) Amending the Operating and Capital Budgets for Fiscal Year 2022 for Governmental Funds (ORDINANCE 130-2021-22) to repair the City Hall air conditioning (Hvac) system. *Finance Committee: Approval*

Councilperson Holleman made a motion for approval by the Finance Committee. Councilperson Reynolds seconded the motion. Motion Passed.

AYE: Holleman, Reynolds, Streetman

NAY: None

PUBLIC COMMENTS

There were no public comments

ADJOURNMENT

The meeting was adjourned at 4:59 p.m.

Minutes prepared by Lisa Canfield

**FINANCE & ADMINISTRATION COMMITTEE
BID SUMMARY
NOVEMBER 23, 2021**

The following bids/proposals have been solicited, opened and have been approved by the Purchasing Director. All are low bid/proposal except where noted.

| <u>BID #</u> | <u>DEPT.</u> | <u>DESCRIPTION</u> | <u>AWARDED TO</u> | <u>AMOUNT</u> |
|---------------------|---------------------|-------------------------------------|------------------------------|----------------------|
| 4222-P | RPC | Comprehensive Plan 2045 | Houseal Lavine | \$299,860.00 |
| 4235 | Fire | Station 2 Remodel | Triple S Contracting | \$ 35,132.00 |
| 4236 | PM | City Hall Boiler Replacement | Active Energy | \$397,987.62 |
| 4238 | CDE | #6040-Cable, 15KV 1/0 URD | Power Supply Company | \$2.79/Foot |
| 4240 | Fire | Vehicle Stabilization Jacks | MES | \$ 84,170.95 |
| 4241 | Fire | Extrication Equipment | Mid-South Rescue | \$113,585.00 |
| 4242 | CDE | Transformers | Power Supply Company | \$187,618.00 |
| 4243 | Fire | TFT Equipment, Nozzles & Appliances | Emergency Vehicle Specialist | \$ 41,769.13 |

STATE CONTRACT PURCHASES:

1. G&W- Purchase of a CAT 308 from Thompson Machinery in the amount of \$110,736.00.
2. G&W-Purchase of WWTP lab supplies from VWR International in the amount of \$14,237.38.

SOLE SOURCE PURCHASES:

1. G&W-Future purchases of 3M Scotchkote 6233 fusion bonded, dual coat ARO and Powercrete ARO coated steel pipe from Consolidated Pipe and Supply.
2. Police-Future purchases of massively parallel sequencing laboratory processing and forensic DNA testing services from Intermountain Forensics.
3. Police-Future purchases of lab services using the Bardole Method to exact DNA from spent shell casings from Cold Case Solutions and Resources.
4. P&R-Future parts and repairs of the Playcraft playground equipment from Great Southern Recreation.
5. Street-Future purchases of cold mix from Eubank Asphalt Paving.

PURCHASE FROM THE OMNIA PARTNERS COOPERATIVE:

1. G&W-Purchase of Artic Wolf Security Software from Waypoint in the amount \$45,758.07.
2. Police-Purchase of night vision scope from Safeware in the amount of \$9,848.24.

EMERGENCY PURCHASE:

1. G&W- Repair of the air conditioning unit at the Water Treatment Plant's Raw Water Pump Station from Mainstream Heating and Cooling in the amount of \$4,067.00.

PURCHASE FROM THE SOURCEWELL COOPERATIVE CONTRACT:

1. P&R-Purchase of tennis court lighting for Swan Lake from Musco Sports Lighting, LLC in the amount of \$237,382.00.

Proposal 4222-P-RPC-Comprehensive Plan 2045

| | | |
|--|-------------------|-------|
| Houseal Lavine | \$299,860.00* | |
| Sizemore Group | Proposal Received | |
| MKSK | Proposal Received | |
| McBride, Dale, Clarion | Proposal Received | |
| Peckham, Guyson, Allbers & Viets | Proposal Received | |
| F&ME | Proposal Received | |
| Planning Next | Proposal Received | |
| Verdunity | Proposal Received | |
| TSW Design Group | Proposal Received | |
| Kimley Horn | No Response | |
| Barge Design Solutions | No Response | |
| RDG Planning & Design | No Response | |
| Ragan & Smith | No Response | |
| KPS | No Response | |
| Taylor, Siefker, Williams Design Group | No Response | |
| Edge LA | No Response | |
| HRA | No Response | |
| Allworld Project Management | No Response | |
| Andrews Engineering, Inc. | No Response | |
| Bell Engineering | No Response | |
| Blue Cypress Consulting | No Response | |
| Brett Design/Build PLC | No Response | |
| Chastain Skillman, Inc. | No Response | |
| Chazen Engineering Consultants | No Response | |
| Civil Site Clarksville | No Response | Local |
| Collier Engineering Company, Inc. | No Response | |
| Corradino Group | No Response | |
| CTI Engineers, Inc. | No Response | |
| DDS Engineering PLLC | No Response | |
| Dempsey Drilling & Associates P.C. | No Response | |
| ECS Southwest LLP | No Response | Local |
| Estes Russell Engineering | No Response | |
| Fulghum MacIndoe & Associates | No Response | |
| Gresham Smith | No Response | |
| GSE Consulting Engineers | No Response | |
| Gulf States Engineering of Tennessee | No Response | |
| Hawkins Partners Inc. Landscape Architects | No Response | |
| Hayes James & Associates | No Response | |
| HDR Construction Control Company | No Response | |
| HDR Engineering | No Response | |
| Hedstrom Landscape Architecture LLC | No Response | |
| HFR Design, Inc. | No Response | |

| | | |
|-------------------------------------|-------------|-------|
| HMB Professional Engineers | No Response | |
| Hodgson Douglas | No Response | |
| IMS | No Response | |
| Johnson & Associates Architects | No Response | |
| Johnson & Bailey Architects | No Response | |
| Lose Design | No Response | |
| MBI Companies | No Response | |
| McMarty, Holsaple, McCarty, Inc. | No Response | |
| McGill Associates P.A. | No Response | |
| Michael Brady, Inc. | No Response | |
| O.R. Colan Associates LLC | No Response | |
| OHM Advisors | No Response | |
| Raymond James Associates | No Response | |
| Renaissance Group | No Response | |
| RG Phillips Consulting LLC | No Response | |
| Ross/Fowler P.C. | No Response | |
| Rufus Johnson Associates | No Response | Local |
| S&ME | No Response | |
| Smith Gee Studio | No Response | |
| Stantec Consulting Services | No Response | |
| The Lewis Group Architects | No Response | |
| Thomas & Hutton | No Response | |
| Thouvenot, Wade & Moerchen | No Response | |
| Toole Design Group | No Response | |
| T-Square Engineering LLC | No Response | |
| TTL, Inc. | No Response | Local |
| Tuck Hinton Architects | No Response | |
| TWM, Inc. | No Response | |
| Wilson Excavation/Forestry Mulching | No Response | |
| Wiser Consultants LLC | No Response | |
| WK Dickson | No Response | |
| WSP | No Response | |
| CFD Services | No Response | |

*This was a Proposal where price was not a factor in the award.

Bid 4235-Fire-Station 2 Remodel

| | | |
|-------------------------------|--------------|-------|
| Triple S Contracting | \$35,132.00* | Local |
| B.R. Miller | No Bid | Local |
| Pride Concrete | No Response | Local |
| Nex-Gen Construction | No Response | Local |
| David Adams Construction | No Response | |
| Neely Engineers & Contracting | No Response | Local |
| Jeff Shepherd Construction | No Response | Local |
| Hall Construction | No Response | Local |
| Hughes Construction | No Response | Local |

Bid 4236-PM-City Hall Boiler Replacement

| | | |
|---------------------------------|---------------|-------|
| Active Energy | \$397,987.62* | Local |
| FM Sylvan | \$414,561.00 | |
| Nashville Machine Company | No Bid | |
| Neely Engineering & Contracting | No Response | Local |
| Merryman-Farr | No Response | |
| Bernhard MCC | No Response | |
| Bernhard Energy Solution | No Response | |
| Parchman Construction | No Response | |
| Smith & Company, Inc. | No Response | |

Bid 4238-CDE-#6040-Cable, 15KV 1/0 URD

| | |
|----------------------|--------------|
| Power Supply Company | \$2.79/Foot* |
| Irby Stuart | \$2.95/Foot |
| Border States | No Response |
| WESCO | No Response |
| Utility Sales | No Response |
| Gresco | No Response |
| Graybar | No Response |

Bid 4240-Fire-Vehicle Stabilization Jacks

| | |
|---------------------------------|--------------|
| MES | \$84,170.95* |
| Wynn Fire Equipment | \$90,455.00 |
| Res-Q-Jacks | \$92,286.97 |
| Victory Steel | No Response |
| Mid-American Parts Distributors | No Response |
| NAFECO | No Response |

Bid 4241-Fire-Extrication Equipment

| | |
|---|---------------|
| Mid-South Rescue | \$113,585.00* |
| Wynn Fire Rescue | \$117,320.00 |
| Performance Rescue | No Response |
| Safe Industries | No Response |
| MES | No Response |
| High Tech Rescue | No Response |
| Southeast Fire | No Response |
| Technical Rescue.com, Inc. | No Response |
| Life-Assist, Inc. | No Response |
| Dana Safety Supply | No Response |
| Tennessee Fire Equipment & Safety Supplies | No Response |
| Safeware, Inc. | No Response |

Bid 4242-CDE-Transformers

| | | |
|-----------------------|----------------------------------|-------|
| Power Supply Company | \$187,618.00* | |
| Cape Electric | \$192,810.00 | |
| Utility Sales | \$208,456.00 | |
| City Electric | Did not sign Illegal Aliens form | Local |
| WESCO | No Response | |
| Irby Stuart | No Response | |
| Power Solutions Group | No Response | Local |

Bid 4243-Fire-TFT Equipment-Nozzles & Appliances

| | |
|---|--------------|
| Emergency Vehicle Specialist | \$41,769.13* |
| Safe Industries | \$44,720.00 |
| NAFECO | No Bid |
| Tennessee Fire Equipment & Safety Supplies | No Response |

*Department Recommendation

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

| | |
|--|--|
| PROJECT NAME AND SCOPE OF WORK: | Exit 1 Interchange Safety Improvements Install a traffic signal on the Eastbound ramps to provide safe and efficient access between I-24 and Trenton Road |
| NAME OF FIRM: | KCI |
| QUALIFICATIONS, COMPETENCE, AND INTEGRITY OF FIRM: | KCI's engineers work on roadway projects across all modes and scales providing the clients with innovative and sustainable designs and a seamless construction process |
| YEARS OF EXPERIENCE: | 30 + |
| SIMILAR PROJECTS PERFORMED FOR THE CITY: | 4th and College Traffic Signal, Franklin and University Traffic Signal, Ringgold and SR374 Traffic Signal, and Rossview and Powell Traffic Signal |
| SIMILAR PROJECTS PERFORMED ELSEWHERE: | 500 + project throughout middle Tennessee |
| OTHER QUALIFICATIONS: | TDOT prequalified |
| NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY): | Joe Green and Chris Cowan |
| DEPARTMENT WHERE FUNDS ARE BUDGETED: | Clarksville Street Department # 22305 |

Paul Shup 8/26/21
SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE DATE

Chris Cowan 11-1-21
SIGNATURES OF OTHERS INVOLVED IN SELECTION DATE

Carin Thomas 11-1-21
SIGNATURE OF PURCHASING DIRECTOR DATE

2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.

| | |
|--|--------------|
| ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED): | \$ 86,830.00 |
|--|--------------|

Acknowledgment of cost estimate received:

Paul Shup 11/4/21
SIGNATURE OF DEPARTMENT HEAD/DESIGNEE DATE

Carin Thomas 11-4-21
SIGNATURE OF PURCHASING DIRECTOR DATE

Paula Maltz 11/4/21
SIGNATURE OF CHIEF FINANCIAL OFFICER DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

| | |
|--|---|
| PROJECT NAME AND SCOPE OF WORK: | Memorial Extension Road Improvement |
| NAME OF FIRM: | Barge Design Solutions |
| QUALIFICATIONS, COMPETENCE, AND INTEGRITY OF FIRM: | Barge provides transportation services including transportation planning, roadway design, intersection and corridor safety analysis, traffic impact studies, complex interchanges, inter state design, rural roadways, and bridge design. |
| YEARS OF EXPERIENCE: | 66+ |
| SIMILAR PROJECTS PERFORMED FOR THE CITY: | Strawberry Alley/Legion Street Streetscape Improvement and Clarksville Adaptive Signal Control Technology |
| SIMILAR PROJECTS PERFORMED ELSEWHERE: | Columbia Avenue Widening, Williamson County TN and Belmont Boulevard Improvement, Nashville, TN |
| OTHER QUALIFICATIONS: | TDOT prequalified and TDEC Certification |
| NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY): | Joe Green and Chris Cowan. |
| DEPARTMENT WHERE FUNDS ARE BUDGETED: | Clarksville Street Department #22307 |

P. Shyl 8/26/21
SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE DATE

Chris Cowan Joe Green
SIGNATURES OF OTHERS INVOLVED IN SELECTION DATE

Carin Thomas 11-1-21
SIGNATURE OF PURCHASING DIRECTOR DATE

2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.

| | | |
|--|---------------|--------------------|
| ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED): | \$ 176,500.00 | funding in process |
|--|---------------|--------------------|

Acknowledgment of cost estimate received:
P. Shyl 11/4/21
SIGNATURE OF DEPARTMENT HEAD/DESIGNEE DATE

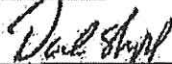
[Signature] 11-4-21
SIGNATURE OF PURCHASING DIRECTOR DATE

Muriel Matthe 11/4/21
SIGNATURE OF CHIEF FINANCIAL OFFICER DATE


REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

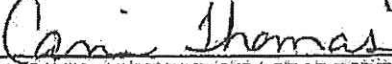
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|--|---|
| PROJECT NAME AND SCOPE OF WORK: | Needmore Road - Boy Scout to Tiny Town/Phase 1 |
| NAME OF FIRM: | WSP USA Inc |
| QUALIFICATIONS, COMPETENCE, AND INTEGRITY OF FIRM: | WSP has provided professional roadway design service to TDOT and numerous municipal projects. |
| YEARS OF EXPERIENCE: | 14+ |
| SIMILAR PROJECTS PERFORMED FOR THE CITY: | SR 149/SR 13 Roadway Improvement and Widening Survey |
| SIMILAR PROJECTS PERFORMED ELSEWHERE: | Roadway Improvement in Davidson County |
| OTHER QUALIFICATIONS: | TDOT prequalified and TDEC Certification |
| NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY): | Joe Green and Chris Cowan |
| DEPARTMENT WHERE FUNDS ARE BUDGETED: | Clarksville Street Department #22306 |


 SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE

8/26/21
 DATE


 SIGNATURES OF OTHERS INVOLVED IN SELECTION

DATE

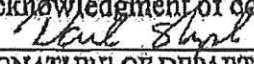

 SIGNATURE OF PURCHASING DIRECTOR

11-1-21
 DATE


2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.

| | |
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| ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED): | \$ 412,151.00 |
|--|---------------|

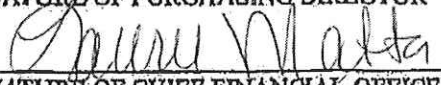
Acknowledgment of cost estimate received:


 SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

11/4/21
 DATE


 SIGNATURE OF PURCHASING DIRECTOR

11-9-21
 DATE


 SIGNATURE OF CHIEF FINANCIAL OFFICER

11/4/21
 DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

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| PROJECT NAME AND SCOPE OF WORK: | SR48/13 Sidewalk Sidewalk installation from Zinc Plant Rd to Riverside Drive |
| NAME OF FIRM: | Civil-Site Clarksville, PLLC |
| QUALIFICATIONS, COMPETENCE, AND INTEGRITY OF FIRM: | Civil-Site is a full-service design firm providing land planning, site design, landscape architecture, and general civil engineering services to a variety of companies. |
| YEARS OF EXPERIENCE: | 19 |
| SIMILAR PROJECTS PERFORMED FOR THE CITY: | Clarksville Riverwalk-Red River Section |
| SIMILAR PROJECTS PERFORMED ELSEWHERE: | Walton Ferry Safe Routes to Schools-Hendersonville, TN Sumner County Pedestrian Trail Design-Sumner County, TN |
| OTHER QUALIFICATIONS: | TDOT prequalified for design and CEI |
| NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY): | Chris Cowan Joe Green |
| DEPARTMENT WHERE FUNDS ARE BUDGETED: | Clarksville Street Department #22308 |

Paul Shipt 8/20/21
SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE DATE

Chris Green Joe Green
SIGNATURES OF OTHERS INVOLVED IN SELECTION DATE

Cam Thomas 11-1-21
SIGNATURE OF PURCHASING DIRECTOR DATE

2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.

| | |
|--|---------------|
| ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED): | \$ 171,400.00 |
|--|---------------|

Acknowledgment of cost estimate received:
Paul Shipt 11/4/21
SIGNATURE OF DEPARTMENT HEAD/DESIGNER DATE

[Signature] 11-5-21
SIGNATURE OF PURCHASING DIRECTOR DATE

[Signature] 11/4/21
SIGNATURE OF CHIEF FINANCIAL OFFICER DATE

REQUEST FOR PROFESSIONAL SERVICE – FEE INCREASE NOTIFICATION

1. SELECTION OF FIRM

| | |
|--|--|
| PROJECT NAME AND SCOPE OF WORK: | <p>Flow Monitoring Services to identify and prioritize infiltration/inflow and other capacity-related problems to improve system performance. Services will comprise field services to install and maintain flow monitoring network, data analysis to assure accuracy and reliability of flow data, delivery of flow monitoring data and engineering reporting, which comprises statistical analysis and data interpretation. ADS will provide temporary flow studies to delineate problem areas, rank sub-basins by inflow and infiltration severity. In addition, ADS will monitor flow long-term, collect pre- and post-flow performance data, and evaluate such data to verify rehabilitation and support project goals.</p> <p>Contract Term: One year with two one-year renewal options</p> <p>Change Order No. 1: Fee increase to capture services in the first renewal term.</p> <p>Change Order No. 2: Fee increase to capture cost of services in the second and last renewal term.</p> <p>Change Order No. 3: Fee increase to capture greater magnitude of services required during the second and last renewal term.</p> |
| NAME OF FIRM: | ADS Environmental Services (ADS) |
| QUALIFICATIONS, COMPETENCE, AND INTEGRITY OF FIRM: | <p>ADS has served the water and wastewater industry for over four decades. ADS monitors the performance of collection system flows and sewer levels. ADS provides robust, accurate and affordable measurement along with hydraulic analysis to support project and financial objectives. ADS offers comprehensive, innovative flow information, from real-time flow data to temporary flow monitoring reports. In addition, ADS offers level monitoring to provide early warning of preventable blockages - preventing overflows and optimizing sewer cleaning.</p> <p>With its extensive experience and thousands of flow and level assessment projects, ADS tailors product recommendations to meet even the most challenging projects and provide the right level of services to match budget and resources. ADS has a comprehensive array of software products that deliver information of the highest quality. ADS utilizes flow monitors, level monitors as well as software, and provides field services and data processing to Web-based information and statistical reporting.</p> |
| YEARS OF EXPERIENCE: | Established in 1975 |
| SIMILAR PROJECTS PERFORMED FOR THE CITY: | <p>Services in the past 10+ years include:</p> <ul style="list-style-type: none"> - Flow meters and rain gauges for long term sewer line flow monitoring along with data analysis - CSO basin study flow monitoring |
| SIMILAR PROJECTS PERFORMED ELSEWHERE: | <p>Nashville, TN – CSO/SSO Reduction – Long Term Flow Monitoring</p> <p>Murfreesboro, TN – Level Monitoring</p> <p>Indianapolis, IN – Comprehensive Flow Monitoring, I/I Reduction</p> |
| OTHER QUALIFICATIONS: | <p>ADS has satisfactorily provided flow data collection and analysis and interpretation to CGW in the past.</p> <p>To provide its customers improved equipment reliability, field work efficiencies, and outstanding flow data uptime, ADS has maintained a Certified Quality Management System (QMS) for products and services, which is centered around ensuring the implementation of quality processes through continuous improvement and customer feedback, for over twenty years. ADS' management team relies on ISO and ATEX standards to focus all employees on quality systems</p> |

REQUEST FOR PROFESSIONAL SERVICE – FEE INCREASE NOTIFICATION

Flow Monitoring Services

ADS Environmental Services

Page 2

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| | that audit manufacturing, service, and sales processes for continuous improvements which are tied directly to customer requirements. ADS is the only flow monitoring company in its industry with an ISO certification of field services. ADS is audited annually by authorized agencies for verifying compliance to ISO 9001 QMS standards. ADS audits internal field services such as flow monitoring installations and maintenance services. |
| NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY): | Garth B. Branch, PE Y'hanna Perez-Ortiz, PE |
| DEPARTMENT WHERE FUNDS ARE BUDGETED: | Clarksville Gas & Water Department |

SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY
DEPT. OR HIS/HER DESIGNEE

10-07-2021
DATE

SIGNATURES OF OTHERS INVOLVED IN SELECTION

7 October 2021
DATE

SIGNATURE OF PURCHASING DIRECTOR

10-8-21
DATE

2. COST - NOTIFICATION:

PLEASE NOTE, THAT THIS FEE INCREASE REQUEST FOR PROFESSIONAL SERVICE IS SUBMITTED IN ACCORDANCE WITH CGW'S STANDARD PROCEDURE ON THE USE OF CONTRACT CHANGE ORDERS, WHICH SPECIFIES THAT NOTIFICATION MUST BE SENT TO THE PURCHASING OFFICER, IF THE AGGREGATE OF ALL CHANGE ORDERS EXCEEDS THE BASE CONTRACT PRICE BY MORE THAN THIRTY PERCENT (30%).

Fee Increase of \$25,000.00 (currently approved fee \$174,600.00)

(Note: Original Contract Amount: \$ 58,200.00
Change Order No. 1: \$ 58,200.00
Change Order No. 2: \$ 58,200.00
Change Order No. 3: \$ 25,000.00 –
Total Not-to-Exceed Contract Fee: \$199,600.00)

Acknowledgement of fee increase received:

SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

10-07-2021
DATE

SIGNATURE OF PURCHASING DIRECTOR

10-8-21
DATE

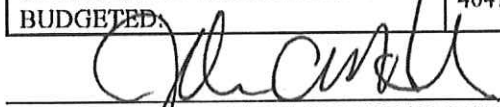
SIGNATURE OF CHIEF FINANCIAL OFFICER

10-8-2021
DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

| | |
|---|---|
| PROJECT NAME AND SCOPE OF WORK: | Appraisal of Frosty Morn Rail Bed |
| NAME OF FIRM: | Mark Young Real Estate Appraisals |
| QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM: | General Certified State of Tennessee Appraiser |
| YEARS OF EXPERIENCE: | 30 |
| SIMILAR PROJECTS PERFORMED FOR THE CITY: | Numerous, Northeast corridor, CGW ROW, Street DPT |
| SIMILAR PROJECTS PERFORMED ELSEWHERE: | MPEC Property |
| OTHER QUALIFICATIONS: | Licensed in 11 States |
| NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST): | James Halford, Chief of Staff JOHN HILBORN - PROJECT MANAGER |
| DEPARTMENT WHERE FUNDS ARE BUDGETED: | 40410003- 4330-20101 |


SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY
DEPT OR HIS/HER DESIGNEE

11-1-2021
DATE

 (JH)  (JH)
SIGNATURES OF OTHERS INVOLVED IN SELECTION

11-1-2021
DATE


SIGNATURE OF PURCHASING SUPERVISOR

11-1-21
DATE

2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING SUPERVISOR ONCE OBTAINED.

| | |
|--|------------|
| ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED): | \$2,500.00 |
|--|------------|

Acknowledgement of cost estimate received:


SIGNATURE OF PURCHASING SUPERVISOR

11-2-21
DATE


SIGNATURE OF CHIEF FINANCIAL OFFICER

11/2/21
DATE

Clarksville, TN
Date range: 01 Oct 2021 - 31 Oct 2021

| <u>ID ↑</u> | <u>Description</u> | <u>VIN/Serial</u> | <u>Buyer</u> | <u>Type</u> | <u>Sold Amount</u> | <u>Auction Ended</u> | <u>Credit Date</u> |
|-------------|------------------------------------|-------------------|------------------|-------------|--------------------|-------------------------|--------------------|
| 3027 | 2010 Chevrolet Malibu | 1G1ZB5EB7AF265529 | Lorenzo Kelly | USD | \$2,525.00 | 28 Oct 2021 09:00 AM ET | |
| 3041 | 49 PANASONIC TOUGHBOOKS | | Benjamin Paul | USD | \$5,851.00 | 04 Oct 2021 09:00 AM ET | |
| 3045 | Multi-Station Gym | | joe mattingly | USD | \$583.00 | 13 Oct 2021 09:15 AM ET | |
| 3046 | IBM Typewriter and 3 Chairs | | Charles Chantler | USD | \$11.00 | 14 Oct 2021 09:00 AM ET | |
| 3047 | Computers, Monitors, Cameras & UPS | | Adnan Khan | USD | \$910.00 | 21 Oct 2021 09:00 AM ET | |
| | | | | | \$9,880.00 | | |

Clarksville Gas and Water Department, TN
Date range: 01 Oct 2021 - 31 Oct 2021

| <u>ID</u> ↑ | <u>Description</u> | <u>VIN/Serial</u> | <u>Buyer</u> | <u>Type</u> | <u>Sold Amount</u> | <u>Auction Ended</u> | <u>Credit Date</u> |
|-------------|--|-------------------|--------------------|-------------|------------------------|-------------------------|------------------------|
| 345 | MISC VAULTS AND BANK SAFETY DEPOSIT BOXES | | donald hagewood | USD | \$260.00 | 11 Oct 2021 08:00 AM CT | |
| | | | | | \$260.00 | | |

Department of Finance & Revenue

October 2021 Financial Review

Fiscal Year 2022



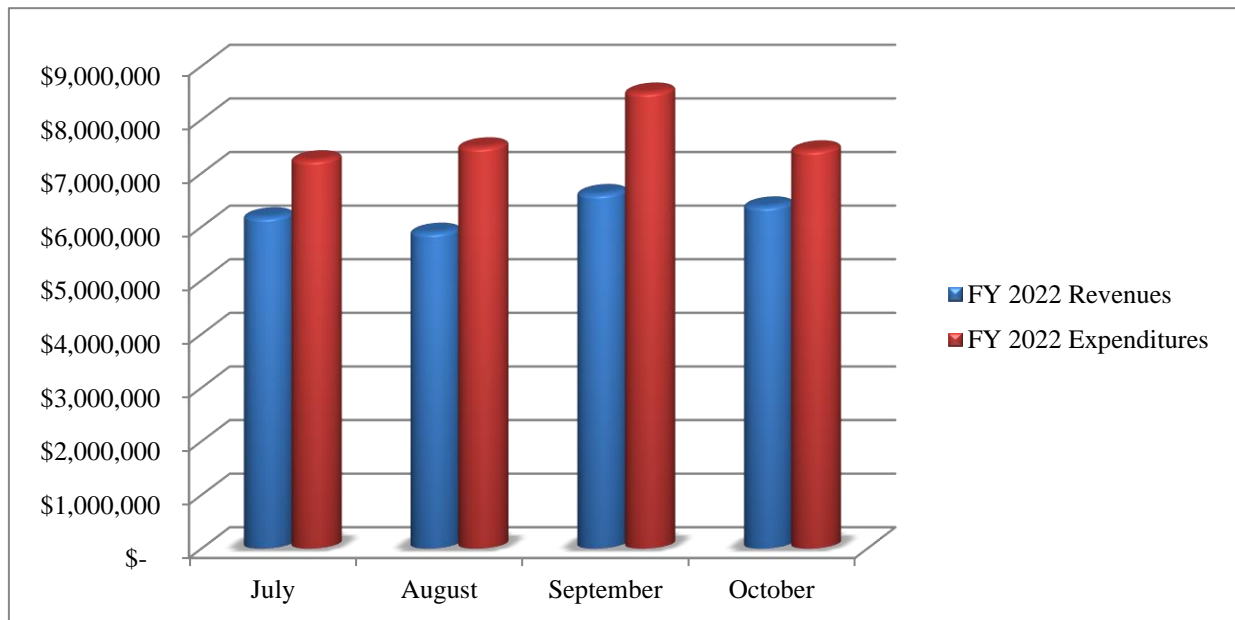
Clarksville, Tennessee
October 31, 2021

General Fund Revenues vs. Expenditures

Fiscal Year 2022

As of October 31, 2021

| | FY 2022 Revenues | FY 2022 Expenditures | Monthly Variance |
|------------------|------------------|----------------------|------------------|
| July | \$ 6,184,565 | \$ 7,248,485 | \$ (1,063,920) |
| August | 5,896,517 | 7,489,557 | (1,593,041) |
| September | 6,619,102 | 8,511,433 | (1,892,331) |
| October | 6,387,392 | 7,433,531 | (1,046,140) |
| November | | | - |
| December | | | - |
| January | | | - |
| February | | | - |
| March | | | - |
| April | | | - |
| May | | | - |
| June | | | - |
| YTD Total | \$ 25,087,575 | \$ 30,683,006 | \$ (5,595,431) |

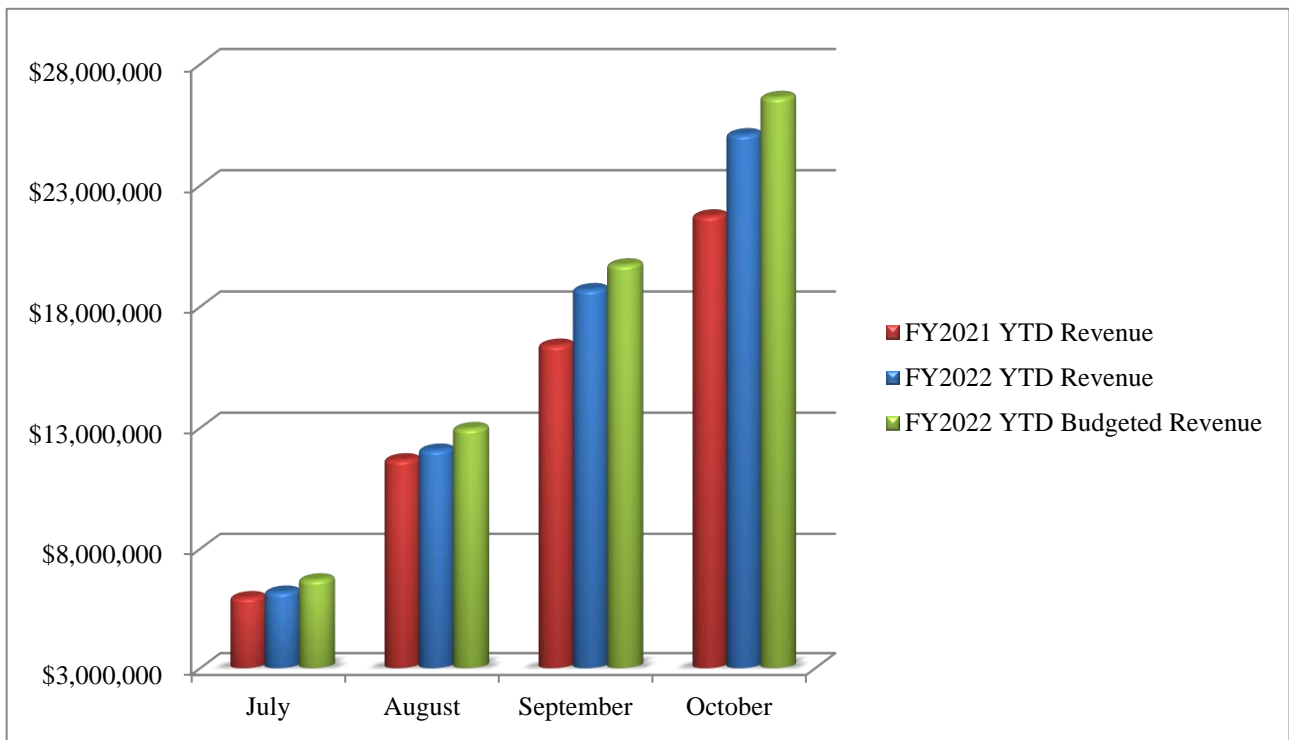


General Fund Revenue Comparison

Fiscal Year 2022

As of October 31, 2021

| | | FY 2022 Revenue | | FY 2021 Revenue | Variance |
|------------------|----|----------------------------|----|----------------------------|-----------------|
| July | \$ | 6,184,565 | \$ | 5,954,091 | \$ 230,474 |
| August | | 5,896,517 | \$ | 5,730,068 | 166,449 |
| September | | 6,619,102 | \$ | 4,725,612 | 1,893,490 |
| October | | 6,387,392 | \$ | 5,330,915 | 1,056,477 |
| November | | | | | - |
| December | | | | | - |
| January | | | | | - |
| February | | | | | - |
| March | | | | | - |
| April | | | | | - |
| May | | | | | - |
| June | | | | | - |
| YTD Total | \$ | 25,087,575 | \$ | 21,740,686 | \$ 3,346,890 |



GENERAL FUND REVENUES

Fiscal Year 2022

As of October 31, 2021

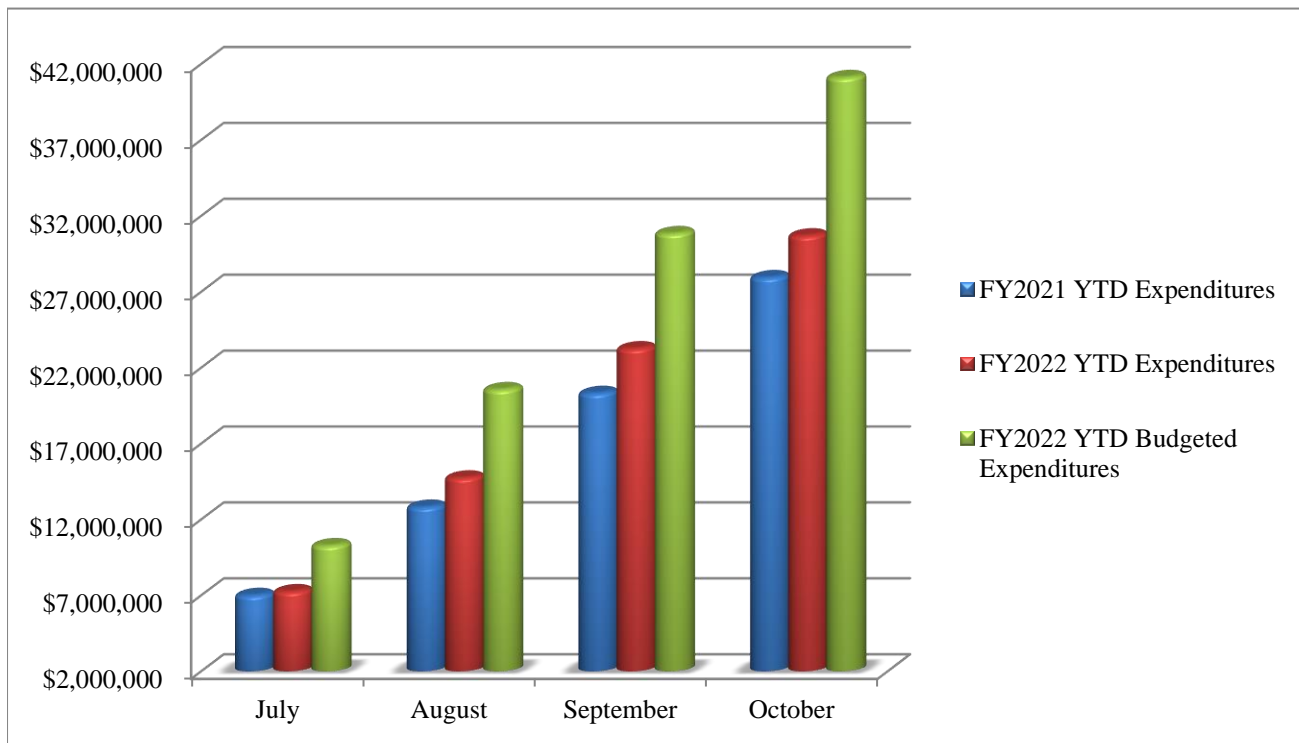
| | Total Budget | YTD | Month |
|------------------------------------|--------------------|-------------------|------------------|
| TAXES | | | |
| Prior Year Property Taxes | 1,220,925 | 414,752 | 85,480 |
| 2021 Property Taxes | 42,194,386 | 181,144 | 181,144 |
| PiLOTS | 582,925 | - | - |
| Local Option Sales Tax | 22,133,534 | 7,782,823 | 1,899,986 |
| Beer & Liquor Tax | 5,210,004 | 1,706,870 | 412,831 |
| Business License | 3,650,499 | 324,036 | 87,675 |
| Franchise Tax (cable) | 1,576,004 | 260,133 | 30,814 |
| Hotel/Motel | 342,182 | 185,619 | 49,392 |
| Other Taxes | 317,247 | 139,124 | 54,425 |
| TOTAL TAXES | 77,227,706 | 10,994,500 | 2,801,747 |
| LICENSES AND PERMITS | | | |
| Building Permits | 3,444,000 | 1,351,931 | 316,951 |
| Other Permits | 145,205 | 39,090 | 10,450 |
| TOTAL PERMITS | 3,589,205 | 1,391,021 | 327,401 |
| INTERGOVERNMENTAL | | | |
| Grant reimbursements | 1,360,752 | 158,887 | 837 |
| State Shared Revenues | | | |
| TVA Replacement Tax | 1,568,562 | - | - |
| State Sales Tax | 13,558,758 | 5,304,293 | 1,458,279 |
| State Street Aid | 5,630,532 | 1,921,231 | 541,148 |
| Other Taxes | 1,982,229 | 675,495 | 140,458 |
| TOTAL INTERGOVERNMENTAL | 24,100,833 | 8,059,906 | 2,140,721 |
| OTHER REVENUES | | | |
| Charges for Services | 881,213 | 217,124 | 49,192 |
| Recreation | 615,635 | 182,997 | 32,185 |
| Golf Courses | 745,750 | 337,310 | 63,711 |
| Fines and Forfeitures | 615,893 | 155,328 | 35,842 |
| Investment & Interest Earnings | 30,100 | 1,587 | 499 |
| Other Misc. Revenues | 373,500 | 335,428 | 18,627 |
| Transfer from CDE | 5,381,250 | 1,882,072 | 529,952 |
| Transfer From CGW | 4,298,532 | 1,432,844 | 358,211 |
| Other Transfers | 3,947,692 | 97,457 | 29,306 |
| TOTAL OTHER REVENUES | 16,889,565 | 4,642,149 | 1,117,524 |
| TOTAL REVENUES GENERAL FUND | 121,807,309 | 25,087,575 | 6,387,392 |

General Fund Expenditure Comparison

Fiscal Year 2022

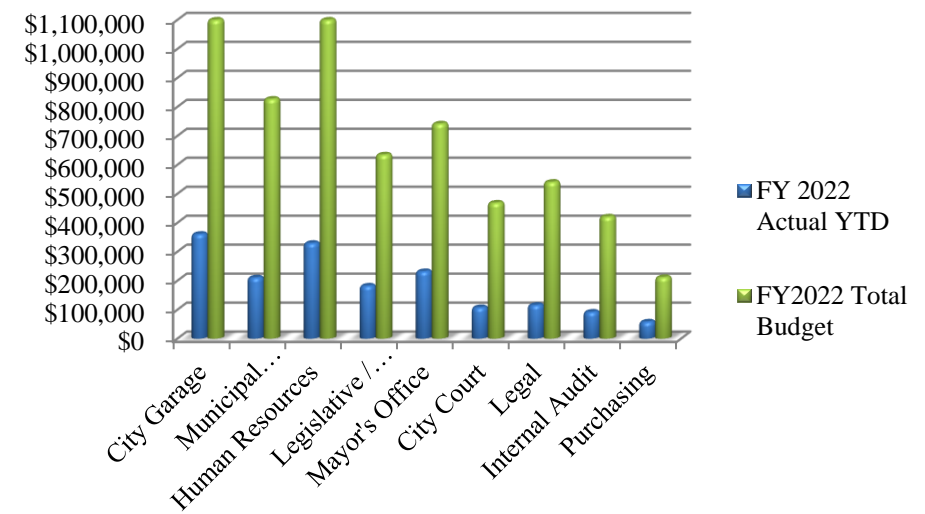
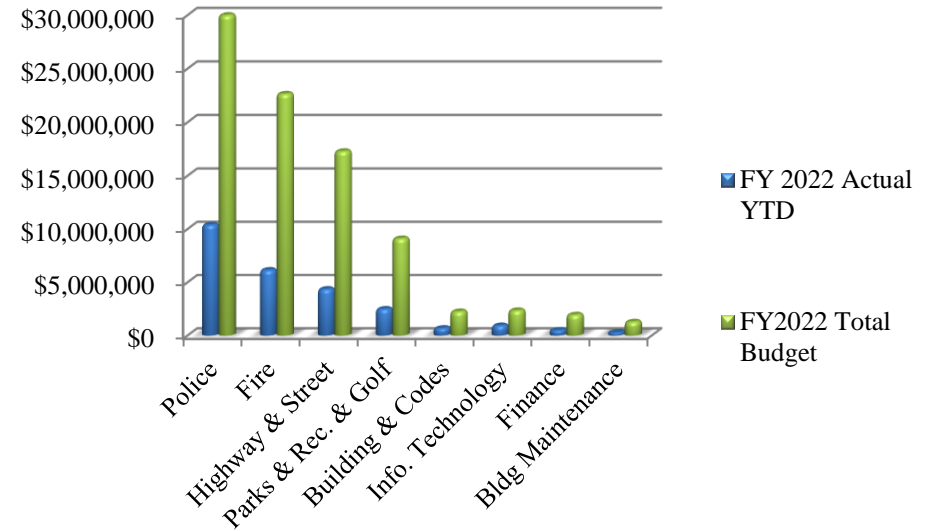
As of October 31, 2021

| | FY 2022 | FY 2021 | Variance |
|------------------|---------------------|---------------------|-----------------|
| | Expenditures | Expenditures | |
| July | \$ 7,248,485 | \$ 7,000,858 | \$ 247,627 |
| August | 7,489,557 | 5,813,328 | 1,676,229 |
| September | 8,511,433 | 7,493,615 | 1,017,818 |
| October | 7,433,531 | 7,626,453 | (192,921) |
| November | | | - |
| December | | | - |
| January | | | - |
| February | | | - |
| March | | | - |
| April | | | - |
| May | | | - |
| June | | | - |
| YTD Total | \$ 30,683,006 | \$ 27,934,253 | \$ 2,748,753 |



General Fund Year-to-Date Departmental Budget vs. Actual Expenditures
Fiscal Year 2022
As of October 31, 2021

| Departmental: | Expenditures FY 2022 YTD | Estimated YTD Budget | Variance (Over)Under |
|---------------------------|-------------------------------------|---------------------------------|---------------------------------|
| Police | \$ 10,390,566 | \$ 12,526,195 | \$ 2,135,629 |
| Fire | 6,146,313 | 7,548,656 | 1,402,343 |
| Highway & Street | 4,355,270 | 5,762,865 | 1,407,596 |
| Parks & Rec. & Golf | 2,488,044 | 3,035,490 | 547,447 |
| Building & Codes | 688,402 | 751,210 | 62,808 |
| Info. Technology | 937,524 | 784,243 | (153,281) |
| Finance | 506,208 | 649,170 | 142,963 |
| Building Maintenance | 287,852 | 429,133 | 141,280 |
| City Garage | 360,685 | 448,380 | 87,696 |
| Municipal Properties | 210,313 | 275,685 | 65,373 |
| Human Resources | 329,437 | 505,349 | 175,911 |
| Legislative / Admin. | 182,251 | 211,528 | 29,277 |
| Mayor's Office | 231,980 | 247,236 | 15,256 |
| City Court | 107,630 | 156,160 | 48,529 |
| Legal | 115,726 | 180,137 | 64,411 |
| Internal Audit | 91,968 | 140,201 | 48,233 |
| Purchasing | 58,045 | 70,522 | 12,477 |
| Departmental Total | 27,488,213 | 33,722,161 | 6,233,948 |
| Nondepartmental: | | | |
| Debt | 1,384,154 | 5,488,177 | 4,104,022 |
| Capital Projects | - | - | - |
| Transit | 1,009,101 | 543,285 | (465,816) |
| Retirees | 124,149 | 695,493 | 571,344 |
| Other | 677,389 | 666,851 | (10,538) |
| YTD Total | \$ 30,683,006 | \$ 41,115,967 | \$ 10,432,961 |



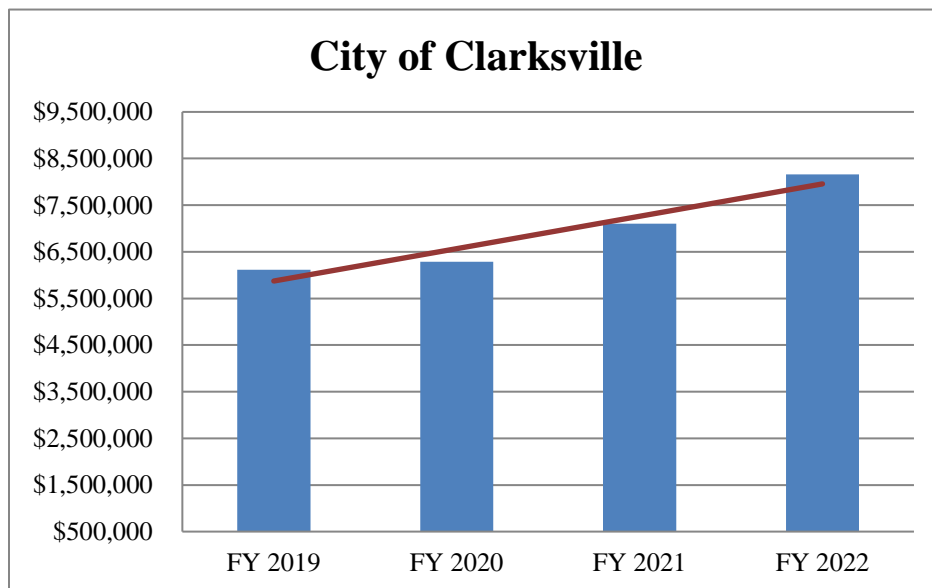
Schedule of Sales Tax Collections

Fiscal Year 2022

As of October 31, 2021

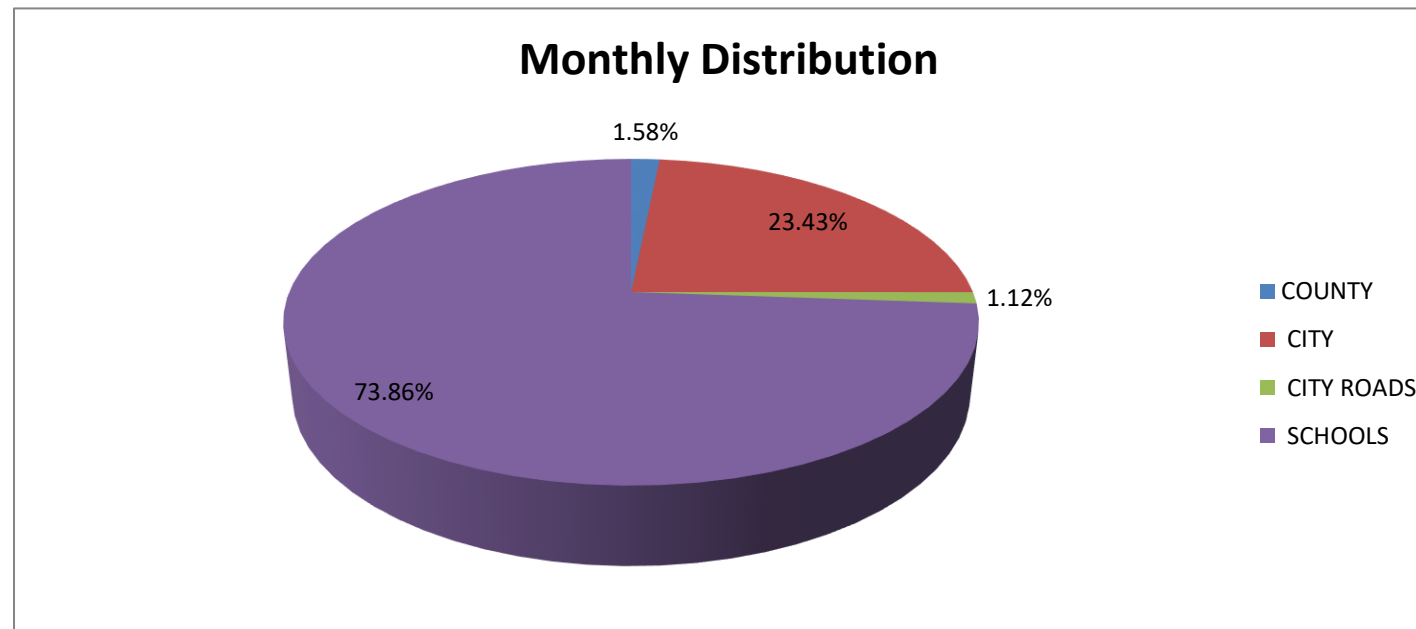
City of Clarksville Local Sales & Use Tax

| | Net Collections FY 2019 | Net Collections FY 2020 | Net Collections FY 2021 | Net Collections FY 2022 |
|------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| July | \$ 1,524,372 | \$ 1,607,009 | \$ 1,840,352 | \$ 2,112,811 |
| August | 1,552,311 | 1,584,610 | 1,836,659 | 2,118,112 |
| September | 1,461,197 | 1,553,548 | 1,747,769 | 1,935,724 |
| October | 1,576,737 | 1,541,129 | 1,677,233 | 1,991,166 |
| November | | | | |
| December | | | | |
| January | | | | |
| February | | | | |
| March | | | | |
| April | | | | |
| May | | | | |
| June | | | | |
| YTD Total | \$ 6,114,617 | \$ 6,286,296 | \$ 7,102,012 | \$ 8,157,813 |



Local Sales Tax Collections
Fiscal Year 2022
As of October 31, 2021

| TOTAL | | NET COLLECTIONS PAID TO | | | | | GROSS COLLECTIONS | | |
|-----------|-----------------|-------------------------|--------------|------------|---------------|---------------------|-------------------|---------------|--|
| | NET COLLECTIONS | COUNTY | CITY | CITY ROADS | SCHOOLS | UNINCORPORATED AREA | CITY LIMITS | PAID TO STATE | |
| July | \$ 8,433,496 | \$ 110,532 | \$ 2,014,008 | \$ 98,803 | \$ 6,210,153 | \$ 535,248 | \$ 7,994,204 | \$ 95,956 | |
| August | 8,363,509 | 114,459 | 2,021,561 | 96,551 | 6,130,939 | 646,757 | 7,811,912 | 95,160 | |
| September | 7,883,493 | 124,636 | 1,847,268 | 88,456 | 5,823,133 | 816,188 | 7,157,003 | 89,698 | |
| October | 8,108,437 | 127,179 | 1,899,986 | 91,180 | 5,990,092 | 823,267 | 7,377,427 | 92,258 | |
| November | - | | | | | | | | |
| December | - | | | | | | | | |
| January | - | | | | | | | | |
| February | - | | | | | | | | |
| March | - | | | | | | | | |
| April | - | | | | | | | | |
| May | - | | | | | | | | |
| June | - | | | | | | | | |
| YTD TOTAL | \$ 32,788,935 | \$ 476,805 | \$ 7,782,822 | \$ 374,991 | \$ 24,154,317 | \$ 2,821,460 | \$ 30,340,547 | \$ 373,073 | |



Capital Project Status Report
Fiscal Year 2022
As of October 31, 2021

| ACTIVE PROJECTS FY2021-2022 | | TOTAL FUNDING | FY EXPENSES 7/1/21-10/31/21 | TOTAL ACTIVE PROJECT EXPENSES ** | PROJECT BALANCE |
|--|---|--------------------------|--|---|----------------------------|
| STREET DEPARTMENT: | | | | | |
| 93101 | Rossvie/Dunbar Cave/Cardinal Improvements | 14,430,000 | 936,150 | 6,022,196 | 8,407,804 |
| 15306 | Spring Creek Parkway | 16,808,700 | 1,278,366 | 4,071,251 | 12,737,449 |
| 17304 | Adaptaive Signal Control Project (Wilma) | 1,200,000 | 6,653 | 161,979 | 1,038,021 |
| 17305 | Tylertown & Oakland Intersection Improvement | 10,000,000 | 42,917 | 1,391,225 | 8,608,775 |
| 17307 | Tylertown & Trenton Drainage Overflow Project | 3,540,185 | 12,680 | 209,634 | 3,330,551 |
| 19301 | Lilac Lane | 100,000 | - | 48,056 | 51,944 |
| 19302 | Whitfield Road Improvements | 15,850,000 | 443,146 | 2,281,186 | 13,568,814 |
| 19303 | Spot Intersection Improvements | 3,237,027 | 29,740 | 608,842 | 2,628,185 |
| 20303 | New Sidewalks FY20-24 | 1,884,727 | 494,192 | 1,337,983 | 546,744 |
| 20304 | Drainage Mitigation FY20-24 | 624,159 | - | 750 | 623,409 |
| 21301 | Storm Sewer Rehab | 350,000 | 336,914 | 336,914 | 13,086 |
| 21302 | College Street Streetscape | 300,000 | - | - | 300,000 |
| 21303 | College Street SCO Repair/Replace | 610,000 | - | 600,704 | 9,296 |
| 22301 | New Sidewalks using CMAQ funding | 540,000 | - | - | 540,000 |
| 22302 | New Sidewalks using Local funding | 475,000 | - | - | 475,000 |
| 22303 | New Sidewalks using local funding #2 | 180,000 | - | - | 180,000 |
| 22304 | New Sidewalks - TAP (SRTS) | 66,000 | - | - | 66,000 |
| 22305 | Exit 1 Improvements | 290,000 | - | - | 290,000 |
| 22306 | Needmore Road Improvements Phase 1 | 1,750,000 | - | - | 1,750,000 |
| 22307 | Memorial Extension | 150,343 | - | - | 150,343 |
| 22308 | 48/13 Sidewalks/Crosswalks | 625,000 | - | - | 625,000 |
| | | 73,011,141 | 3,580,757 | 17,070,720 | 55,940,421 |
| PARKS & RECREATION: | | | | | |
| 16503 | Exit 8 Athletic Complex & Access | 19,665,378 | 20,534 | 5,073,003 | 14,592,375 |
| 16504 | Red River Trail and Revitalization | 2,366,212 | - | 2,340,156 | 26,056 |
| 17503 | Edith Pettus Park Renovations | 201,800 | - | 23,615 | 178,185 |
| 17505 | Liberty Park/Marina Remediation | 1,155,218 | 1,418 | 586,607 | 568,611 |
| 19502 | Pollard Road Additional Parking | 382,785 | - | 301,824 | 80,961 |
| 19504 | Heritage Park Improvements | 1,000,000 | 122,626 | 756,411 | 243,589 |
| 19505 | Regional Community Center | 500,000 | - | - | 500,000 |
| 20501 | Red River Pedestrian Bridge | 2,768,233 | - | 92,931 | 2,675,302 |
| 20504 | Burt Cobb Recreation Center Repairs | 280,000 | 2,700 | 226,632 | 53,368 |
| 21501 | Marina Dredging at Red River East | 220,000 | - | 110,014 | 109,986 |
| 22501 | Tennis Court Lighting | 250,000 | - | - | 250,000 |
| 22502 | Billy Dunlop Cumberland River | 200,000 | - | - | 200,000 |
| | | \$ 28,989,626 | \$ 147,278 | \$ 9,511,193 | \$ 19,478,433 |
| FIRE DEPARTMENT: | | | | | |
| 16221 | Fire Maintenance and CFR1 Property Improvements | 1,566,377 | 80,218 | 1,503,631 | 62,746 |
| 21221 | Fire Admin & Training Facility | 200,000 | - | 52,500 | 147,500 |
| 21222 | New Burn Building | 225,000 | - | 4,240 | 220,760 |
| 21223 | 100' Ladder Truck | 1,447,000 | - | 207,381 | 1,239,619 |
| 21224 | New Rescue Truck | 403,000 | - | 63,065 | 339,935 |
| 22221 | 75' Aerial Fire Truck | 1,200,000 | 970,323 | - | 1,200,000 |
| 22222 | Rescue Truck | 400,000 | - | - | 400,000 |
| | | \$ 5,441,377 | \$ 1,050,541 | \$ 1,830,816 | \$ 3,610,561 |
| POLICE DEPARTMENT: | | | | | |
| 19211 | District 3 Precinct Building | 3,337,500 | 118,290 | 3,122,645 | 214,855 |
| 21211 | Vista Lane Renoation | 160,000 | - | - | 160,000 |
| 22211 | Outdoor Rubber Berm Trap | 160,140 | - | - | 160,140 |
| | | \$ 3,657,640 | \$ 118,290 | \$ 3,122,645 | \$ 534,995 |
| GENERAL GOVERNMENT: | | | | | |
| 41016 | Corporate Business Park Expansion | 14,368,821 | 79,889 | 14,172,589 | 196,232 |
| 13101 | Clarksville Performing Arts & Conf Center | 7,834,713 | 7,247 | 1,000,047 | 6,834,666 |
| 19102 | Structural Repairs - Cumberland Garage | 1,099,036 | - | - | 1,099,036 |
| 20101 | Frosty Morn Revitalization | 1,250,000 | 20,178 | 1,116,176 | 133,824 |
| 22101 | L&N Train Station Repairs | 50,000 | - | - | 50,000 |
| 22102 | Smith Trahern Rehabilitation | 200,000 | 4,950 | - | 200,000 |
| | | \$ 24,802,570 | \$ 112,264 | \$ 16,288,812 | \$ 8,513,758 |
| debt issuance costs | | | | | |
| Total Spent YTD: Major Projects | | \$ 135,902,354 | \$ 5,009,131 | \$ 47,824,187 | \$ 88,078,167 |

* Fiscal Year to date invoices paid (July 1st to current month end)

** **Total Active Expenses** includes all expenses paid during the life of a project, not just the current fiscal year.

Fund Balances
Fiscal Year 2022
As of October 31, 2021

| Fund | Estimated Beginning Fund Balance 7/01/21 | Revenues YTD | Expenditures YTD | Estimated Ending Fund Balance 10/31/21 |
|--------------------------------------|---|-------------------------|-----------------------------|---|
| General Fund: | \$ 32,099,639 | \$ 25,087,575 | \$ 30,683,006 | \$ 26,504,208 |
| Capital Projects Fund: | (2,129,149) | 665,383 | 5,009,966 | (6,473,731) |
| Debt Service Fund: | 342,422 | 1,391,816 | 1,384,154 | 350,084 |
| Internal Service Funds: | 9,345,843 | 2,006,046 | 5,948,009 | 5,403,881 |
| Non-Major Governmental Funds: | | | | |
| Drug Fund | 747,355 | 103,406 | 22,449 | 828,312 |
| Road Improvement Fund | 1,646,550 | 374,990 | 0 | 2,021,540 |
| Police Special Fund | 193,719 | 25,211 | 33,262 | 185,668 |
| Parks Special Fund | 342,620 | 120,514 | 149,932 | 313,202 |
| Other Special Revenue Fund* | 14,791,298 | 1,802,086 | 1,107,811 | 15,485,572 |
| Community Development | 578,615 | 52,282 | 528,669 | 102,227 |

* Includes: Fire Spec. Rev., Traffic Camera Police & Parks, SRF & COVID

Notice of Grant Applications
Fiscal Year 2022
As of October 31, 2021

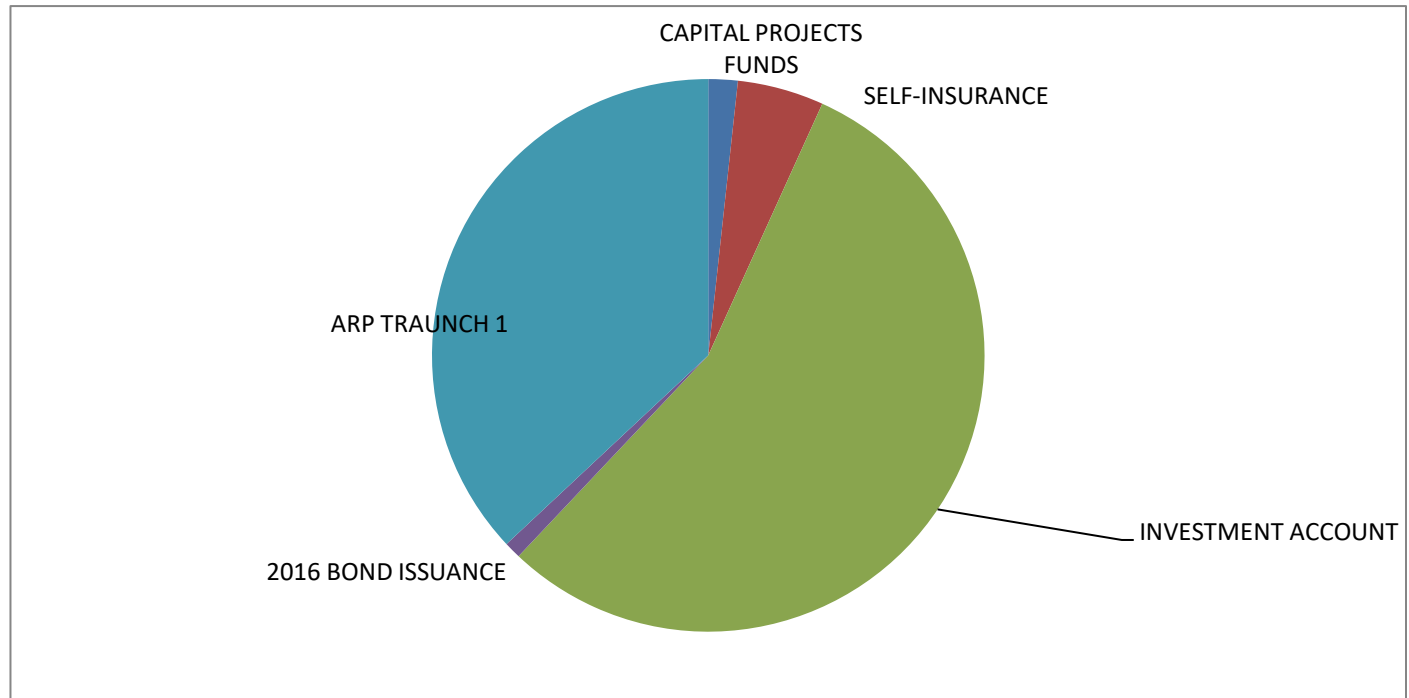
| Date Submitted | Project Title | Funding Agency | Funds Requested | Match Required | Status | Notes |
|----------------|--|---------------------------------|-------------------------------|----------------------------|------------|---|
| 03/25/20 | 2021 Alcohol & Impaired Driving Enforcement | TN Highway Safety Office (THSO) | 133505.4 \$125,000 | \$0 | Awarded | Funding for alcohol and impaired driver countermeasures. Pays for overtime for officers to conduct DUI checkpoints and saturation patrols for a one year period. Including purchase of equipment for DUI checkpoints. |
| 03/27/20 | 2021 Bicycle/Pedestrian Safety | TN Highway Safety Office (THSO) | 13544 \$10,000 | \$0 | Awarded | Funding for training of officers for bicycle/pedestrian crash investigations, staff time for enforcement and public awareness activities. |
| 05/15/20 | 2020 Assistance to Firefighters - COVID19 Supplement | US Dept of Homeland Security | \$56,563 | \$5,656 | Awarded | Federal funding to reimburse for PPE expenses incurred related to COVID19 as well as expected PPE expenses through May 2021. Funding only covers face masks, gloves and gowns used by firefighters on calls. |
| 05/20/20 | 2019 Staffing for Adequate Fire and Emergency Response (SAFER) | US Dept of Homeland Security | \$2,713,365 | \$0 | Awarded | Requested funding to hire 15 new firefighters. Funding would cover 100% to entry level salaries and benefits for 3 years. Share has been waived due to COVID19. Match was waived. |
| 05/29/20 | 2020 Coronavirus Emergency Supplemental Funding (CESF) | US Dept of Justice | \$191,575 | \$0 | Awarded | Allocation to cover expenses related to COVID, both past and future anticipated expenses through January 2022 |
| 06/01/20 | TN Agriculture Enhancement Program | TN Dept of Agrculture | \$2,930 \$2,920 | \$2,930 \$2,920 | Awarded | Requested funding to plant 26 trees along the riverbank at Trice Landing |
| 08/17/20 | 2020 Edward Byrne Memorial Justice Grant JAG | US DOJ | \$58,694 | \$0 | Awarded | Annual share with Sheriff's Office. CPD will purchase face shields and gas masks for officer safety - county will purchase communication equipment, software and wireless communications services |
| 01/31/21 | 2021 TAEP - Farmer's Market | TN Dept of Agriculture | \$1,000 | \$0 | Awarded | Advertising for farmer's market |
| 02/12/21 | 2020 Assistance to Firefighters | US Dept of Homeland Security | \$768,052 | \$76,805 | Not funded | Federal funding to purchase new handheld and mobile radios for the fire epartment. |
| 02/26/21 | 2020 Fire Prevention & Safety Grant | US Dept of Homeland Security | \$12,324 | \$616 | Not funded | Federal funding to purchase an inflatable firehouse for fire education activities and DSLR camera equipment as well as report writing software for fire investigation activites. |
| 03/22/21 | 2022 THSO - Bicycle/Pedestrian | TN Highway Safety Office (THSO) | 13544 \$15,000 | \$0 | Awarded | Funding for training of officers for bicycle/pedestrian crash investigations, staff time for enforcement and public awareness activities. |
| 03/22/21 | 2022 THSO - Distracted Driving | TN Highway Safety Office (THSO) | \$28,850.00 | \$0 | Awarded | Funding to purchase driving simulators for distracted driving educational purposes and public events. |
| 03/23/21 | 2022 THSO - DUI OT | TN Highway Safety Office (THSO) | \$125,000.00 | \$0 | Awarded | Funding for alcohol and impaired driver countermeasures. Pays for overtime for officers to conduct DUI checkpoints and saturation patrols for a one year period. Including purchase of equipment for DUI checkpoints. |
| 03/23/21 | 2022 THSO - Motorcycle Safety | TN Highway Safety Office (THSO) | \$37,704.00 | \$0 | Awarded | Funding for overtime costs related to motorcycle safety enforcement. |
| 04/06/21 | 2021 NEA Arts Engagement in American Communities | National Endowment for the Arts | \$10,000.00 | \$10,000.00 | Awarded | Homeschool art program |

Notice of Grant Applications
Fiscal Year 2022
As of October 31, 2021

| Date Submitted | Project Title | Funding Agency | Funds Requested | Match Required | Status | Notes |
|----------------|-----------------------------------|---|-----------------|----------------|---------|--|
| 06/03/21 | 2022 TAEP Tree Project - Downtown | State of TN Dept. of Agriculture, Forestry Division | \$8,000.00 | \$8,000.00 | Awarded | Funding to replace aging and dying tress at various locations in the downtown area. |
| 08/13/21 | 2021 JAG | Dept. of Justice, Bureau of Justice Assistance | \$69,255.00 | \$0.00 | Awarded | Funding to purchase portable traffic sign board, speed monitoring trailer, lidar, wireless communication equipment and services. |

Investment Report
Fiscal Year 2022
As of October 31, 2021

| ISSUER NAME | PAR VALUE | CUSIP | COUPON RATE |
|----------------------------------|---------------|-------|-------------|
| LOCAL GOVERNMENT INVESTMENT POOL | | | |
| SELF-INSURANCE | \$ 592,913 | | 0.010 |
| CAPITAL PROJECTS FUNDS | 1,747,060 | | 0.010 |
| INVESTMENT ACCOUNT | 19,087,193 | | 0.010 |
| 2016 BOND ISSUANCE | 340,561 | | 0.010 |
| ARP TRAUNCH 1 | 12,766,834 | | 0.010 |
| LGIP TOTAL / AVERAGE | \$ 34,534,561 | | 0.010 |



CDE Lightband
Rolling 4 Month Balance Sheet - Electric Division
October 31, 2021

| | <i>Prior Year</i> | | | | | |
|---------------------------------------|-------------------------|-----------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | <u>9/30/2020</u> | <u>% Change</u> | <u>10/31/2021</u> | <u>9/30/2021</u> | <u>8/31/2021</u> | <u>7/31/2021</u> |
| UTILITY PLANT | | | | | | |
| 1 Electric Plant | \$ 319,024,502.77 | 4.21% | \$ 332,450,844.23 | \$ 331,765,937.35 | \$ 331,381,682.45 | \$ 330,848,012.16 |
| 2 Less Depreciation | (109,711,064.49) | 8.01% | (118,498,177.11) | (117,798,835.21) | (117,075,038.90) | (116,342,801.26) |
| 3 Total | \$209,313,438.28 | 2.22% | \$213,952,667.12 | \$213,967,102.14 | \$214,306,643.55 | \$214,505,210.90 |
| 4 Unamortized acq. adj. | 27,040.77 | -100.00% | - | - | - | - |
| 6 Total Plant - Net | \$209,340,479.05 | 2.20% | \$213,952,667.12 | \$213,967,102.14 | \$214,306,643.55 | \$214,505,210.90 |
| OTHER PROPERTY AND INVESTMENTS | | | | | | |
| 8 Interdivisional loan | 2,895,931.13 | -100.00% | - | - | - | - |
| 9 Sinking Funds | 6,906,090.49 | 12.45% | 7,765,606.29 | 7,765,237.29 | 7,764,856.69 | 11,210,402.75 |
| 12 Other Special Funds | - | | - | - | - | - |
| 13 Total | 9,802,021.62 | -20.78% | 7,765,606.29 | 7,765,237.29 | 7,764,856.69 | 11,210,402.75 |
| CURRENT AND ACCRUED ASSETS | | | | | | |
| 14 General Cash/temp cash investments | 10,223,600.56 | 114.40% | 21,919,184.01 | 17,389,227.45 | 16,020,853.99 | 16,312,411.35 |
| 14.1 Reserved Cash | 22,839,553.45 | -2.26% | 22,324,314.73 | 22,215,784.28 | 22,099,006.14 | 21,958,260.92 |
| 15 Accounts Receivable | 14,063,721.12 | -19.69% | 11,294,307.09 | 15,919,008.85 | 16,538,040.70 | 15,756,976.90 |
| 16 Materials and Supplies | 2,904,626.49 | 79.41% | 5,211,083.63 | 4,655,051.47 | 4,325,396.99 | 4,133,155.50 |
| 18 Other Current Assets | 23,877,412.80 | -82.48% | 4,183,970.46 | 25,763,997.00 | 25,061,717.25 | 24,250,476.23 |
| 19 Total | 73,908,914.42 | -12.14% | 64,932,859.92 | 85,943,069.05 | 84,045,015.07 | 82,411,280.90 |
| DEFERRED DEBITS | | | | | | |
| 22 Clearing Accounts | 18,442.65 | -59.09% | 7,544.88 | 8,383.17 | 9,221.46 | 10,059.75 |
| 24 Energy Service Loans Rec | 1,477,989.84 | -47.05% | 782,647.62 | 820,014.68 | 855,595.58 | 895,827.75 |
| 26 Other Deferred Debits | 4,503,713.85 | -23.14% | 3,461,492.26 | 3,411,430.57 | 3,481,124.90 | 3,416,970.86 |
| 27 Total | 6,000,146.34 | -29.14% | 4,251,684.76 | 4,239,828.42 | 4,345,941.94 | 4,322,858.36 |
| 28 TOTAL ASSETS & OTHER DEBITS | <u>\$299,051,561.43</u> | <u>-2.72%</u> | <u>\$290,902,818.09</u> | <u>\$311,915,236.90</u> | <u>\$310,462,457.25</u> | <u>\$312,449,752.91</u> |

CAPITAL

EARNINGS REINVESTED IN SYSTEM ASSETS

| | | | | | | |
|-------------------------|---------------------|--------|---------------------|---------------------|---------------------|---------------------|
| 33 Beginning of year | 191,710,376.76 | 7.14% | 205,402,772.01 | 205,402,772.01 | 205,402,772.01 | 205,402,772.01 |
| 34 Current Year to Date | <u>5,562,101.32</u> | 32.11% | <u>7,347,941.96</u> | <u>6,295,943.66</u> | <u>3,213,500.58</u> | <u>1,625,382.25</u> |
| 35 Total | 197,272,478.08 | 7.85% | 212,750,713.97 | 211,698,715.67 | 208,616,272.59 | 207,028,154.26 |

Long Term Debt

| | | | | | | |
|-------------------------------------|---------------------|--------|---------------------|---------------------|---------------------|---------------------|
| 39.1 Bonds and other Long Term Debt | 56,385,000.00 | -5.76% | 53,140,000.00 | 53,140,000.00 | 53,140,000.00 | 56,385,000.00 |
| 40 Debt Premium and discount | <u>7,290,424.94</u> | -8.82% | <u>6,647,769.94</u> | <u>6,697,204.94</u> | <u>6,746,639.94</u> | <u>6,796,074.94</u> |
| 41 Total | 63,675,424.94 | -6.11% | 59,787,769.94 | 59,837,204.94 | 59,886,639.94 | 63,181,074.94 |

OTHER NON-CURRENT LIABILITIES

| | | | | | | |
|------------------------------------|---------------------|---------|-------------------|-------------------|-------------------|-------------------|
| 39.2 Post Retirement Benefits | 1,723,783.51 | -30.63% | 1,195,780.80 | 1,199,281.01 | 1,203,419.12 | 1,207,949.57 |
| 42 Energy Service Loans - Advances | <u>1,538,089.62</u> | -46.41% | <u>824,273.28</u> | <u>860,087.48</u> | <u>899,206.16</u> | <u>953,083.36</u> |
| 44 Total | 3,261,873.13 | -38.07% | 2,020,054.08 | 2,059,368.49 | 2,102,625.28 | 2,161,032.93 |

CURRENT AND ACCRUED LIABILITIES

| | | | | | | |
|-------------------------------|---------------------|---------|---------------------|---------------------|---------------------|---------------------|
| 46 Accounts Payable | 23,953,267.58 | -83.15% | 4,036,049.83 | 26,307,260.70 | 28,120,025.46 | 27,480,831.31 |
| 47 Customer Deposits | 7,197,748.97 | 4.31% | 7,507,935.33 | 7,484,805.28 | 7,458,428.49 | 7,421,428.55 |
| 52.2 Interest Accrued - Other | 209,102.05 | | 400,641.66 | 200,320.83 | - | 1,001,604.16 |
| 53 Other Current Liabilities | <u>3,481,666.68</u> | 26.37% | <u>4,399,653.28</u> | <u>4,327,560.99</u> | <u>4,278,465.49</u> | <u>4,175,626.76</u> |
| 54 Total | 34,841,785.28 | -53.09% | 16,344,280.10 | 38,319,947.80 | 39,856,919.44 | 40,079,490.78 |

| | | | | | | |
|--|--------------------------|--------|--------------------------|--------------------------|--------------------------|--------------------------|
| 58 TOTAL LIABILITIES AND OTHER CREDITS | <u>\$ 299,051,561.43</u> | -2.72% | <u>\$ 290,902,818.09</u> | <u>\$ 311,915,236.90</u> | <u>\$ 310,462,457.25</u> | <u>\$ 312,449,752.91</u> |
|--|--------------------------|--------|--------------------------|--------------------------|--------------------------|--------------------------|

CDE Lightband
Revenues and Expenses - Electric Division
10/31/2021

| | <i>Prior Year</i> | | | <i>Prior 3 Months</i> | | |
|---|-------------------|-----------------|-------------------|-----------------------|------------------|------------------|
| | <u>10/31/2020</u> | <u>% Change</u> | <u>10/31/2021</u> | <u>9/30/2021</u> | <u>8/31/2021</u> | <u>7/31/2021</u> |
| OPERATING REVENUE | | | | | | |
| 59 Electric Sales Revenue | 11,412,614.53 | 12.26% | 12,811,662.69 | 16,028,252.45 | 17,246,433.03 | 16,914,822.24 |
| 60 Revenue from Late Payments | 106,917.34 | 1.63% | 108,656.64 | 120,104.17 | 121,395.40 | 101,218.66 |
| 61 Misc Service Revenue | 74,170.12 | 78.82% | 132,629.00 | 147,489.00 | 162,290.00 | 151,347.00 |
| 62 Rent from Electric Property | 314,601.01 | 37.54% | 432,716.17 | 431,393.42 | 431,051.17 | 429,839.42 |
| 63 Other Electric Revenue | 0.73 | <u>2628.77%</u> | 19.92 | 0.40 | 0.66 | 2.02 |
| 64 Total Operating Revenue | 11,908,303.73 | 13.25% | 13,485,684.42 | 16,727,239.44 | 17,961,170.26 | 17,597,229.34 |
| PURCHASED POWER | | | | | | |
| 65 Total Power Cost | 7,321,610.16 | 19.86% | 8,775,568.05 | 9,896,085.70 | 12,464,718.17 | 12,355,259.79 |
| OPERATING EXPENSE | | | | | | |
| 66 Transmission Expense | 3,947.11 | -4.58% | 3,766.42 | 5,755.78 | 5,681.66 | 6,269.58 |
| 67 Distribution Expense | 314,696.79 | 45.91% | 459,180.76 | 406,497.58 | 378,690.56 | 400,561.14 |
| 68 Customer Accounts Expense | 335,998.64 | 11.19% | 373,595.99 | 325,173.27 | 399,798.60 | 360,276.66 |
| 69 Cust. Service and Inf. Exp. | 51,277.07 | -42.08% | 29,700.03 | 35,373.51 | 81,274.42 | 38,158.38 |
| 70 Sales Expense | 8,639.62 | 3.12% | 8,908.77 | 9,807.68 | 31,376.25 | 11,964.08 |
| 71 Admin. And General Expense | 403,818.02 | <u>4.79%</u> | 423,164.27 | 482,580.08 | 518,786.71 | 382,303.14 |
| 72 Operating Expense | 1,118,377.25 | 16.09% | 1,298,316.24 | 1,265,187.90 | 1,415,608.20 | 1,199,532.98 |
| MAINTENANCE EXPENSE | | | | | | |
| 73 Transmission Expense | 4,542.27 | 58.11% | 7,181.80 | 6,262.69 | 6,254.15 | 6,552.72 |
| 74 Distribution Expense | 291,245.50 | -13.53% | 251,827.79 | 379,552.22 | 392,554.43 | 284,179.64 |
| 75 Admin. and General Expense | 177,972.18 | <u>3.84%</u> | 184,815.00 | 177,750.41 | 173,544.97 | 180,999.03 |
| 76 Maintenance Expense | 473,759.95 | -6.32% | 443,824.59 | 563,565.32 | 572,353.55 | 471,731.39 |
| OTHER OPERATING EXPENSE | | | | | | |
| 77 Depreciation Expense | 1,142,748.96 | 3.46% | 1,182,269.44 | 1,183,324.88 | 1,184,391.00 | 1,178,180.58 |
| 78 Amort. of Acquisition Adjust. | 3,004.53 | -100.00% | - | - | - | - |
| 79 Taxes and Tax Equivalents | 569,164.91 | <u>0.54%</u> | 572,230.99 | 574,982.72 | 575,181.27 | 606,505.02 |
| 80 Total other oper. Expense | 1,714,918.40 | 2.31% | 1,754,500.43 | 1,758,307.60 | 1,759,572.27 | 1,784,685.60 |
| Total operating expense and 81 purchased power | 10,628,665.76 | 15.46% | 12,272,209.31 | 13,483,146.52 | 16,212,252.19 | 15,811,209.76 |
| INCOME | | | | | | |
| 82 Operating Income | 1,279,637.97 | -5.17% | 1,213,475.11 | 3,244,092.92 | 1,748,918.07 | 1,786,019.58 |
| 83 Other Income | 24,325.77 | -60.41% | 9,629.83 | 9,426.89 | 11,318.61 | 10,472.85 |
| 84 Total Income | 1,303,963.74 | -6.20% | 1,223,104.94 | 3,253,519.81 | 1,760,236.68 | 1,796,492.43 |
| 85 Misc Income Deductions | - | | - | - | (1,000.00) | - |
| 86 Net Income before debt expense | 1,303,963.74 | -6.20% | 1,223,104.94 | 3,253,519.81 | 1,759,236.68 | 1,796,492.43 |
| DEBT EXPENSE | | | | | | |
| 90 Interest on Long Term Debt | 227,679.44 | -3.86% | 218,898.22 | 218,898.22 | 218,898.23 | 218,898.22 |
| 92 Other Interest Expense | 1,603.96 | 2.46% | 1,643.42 | 1,613.51 | 1,655.12 | 1,646.96 |
| 93 Amort. of Debt Disc. and Exp. | - | | - | - | - | - |
| 94 Amort. of Prem. on Debt | (49,435.00) | 0.00% | (49,435.00) | (49,435.00) | (49,435.00) | (49,435.00) |
| 95 Total Debt Expense | 179,848.40 | -4.86% | 171,106.64 | 171,076.73 | 171,118.35 | 171,110.18 |
| NET INCOME | | | | | | |
| 96 Income before Extraord. Items | 1,124,115.34 | -6.42% | 1,051,998.30 | 3,082,443.08 | 1,588,118.33 | 1,625,382.25 |
| 97 Extraordinary Items | - | | - | - | - | - |
| 98 Net Income | 1,124,115.34 | -6.42% | 1,051,998.30 | 3,082,443.08 | 1,588,118.33 | 1,625,382.25 |

| |
|--|
| <p style="text-align: center;">CDE Lightband Cash Flow Statement - Electric Division October 31, 2021</p> |
|--|

RECONCILIATION OF OPERATING INCOME TO
NET CASH PROVIDED BY OPER ACTIVITIES:

| | |
|---|---------------------|
| Operating income | \$ 1,213,475.11 |
| Adjustments to reconcile oper income to cash provided (used) by operating activities | |
| Depreciation and amortization | 1,182,269.44 |
| Changes in: | |
| Accounts receivable | 4,624,701.76 |
| Materials and supplies | (556,032.16) |
| Interdivisional loan | - |
| Accounts receivable - TVA Energy Service Loans | 37,367.06 |
| Advances - TVA Energy Service Loans | (35,814.20) |
| Prepayments | - |
| Other current assets | 21,369,326.33 |
| Accounts payable | (22,271,210.87) |
| Accrued expenses | 200,320.83 |
| Customer deposits | 23,130.05 |
| Other postemployment benefits | (3,500.21) |
| Other | <u>72,092.29</u> |
| Net Cash from Operating Activities | <u>5,856,125.43</u> |

CASH FLOWS FROM FINANCING ACTIVITIES:

| | |
|---------------------------------------|-----------------------|
| Additions to plant | (1,167,834.42) |
| Payment of long-term debt | <u>(49,435.00)</u> |
| Net Cash used by Financing Activities | <u>(1,217,269.42)</u> |

NET INCREASE IN CASH AND CASH EQUIVALENTS \$ 4,638,856.01

CASH AND CASH EQUIVALENTS - BEG OF MONTH 47,370,249.02

CASH AND CASH EQUIVALENTS - END OF MONTH \$ 52,009,105.03

CASH AND CASH EQUIVALENTS CONSIST OF:

| | |
|------------------------------------|-------------------------|
| Sinking Funds | 7,765,606.29 |
| Construction Funds | - |
| General cash/temp cash investments | 21,919,184.01 |
| Reserved Cash | <u>22,324,314.73</u> |
| | <u>\$ 52,009,105.03</u> |

CDE Lightband
Rolling 4 month Balance Sheet - Broadband Division
October 31, 2021

| | <u>10/31/20</u> | <u>% Change</u> | <u>10/31/21</u> | <u>9/30/21</u> | <u>8/31/21</u> | <u>7/31/21</u> |
|---|--------------------------------|-----------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Assets | | | | | | |
| Current Assets: | | | | | | |
| Cash -Operating Account | \$ 4,872,419.06 | 38.82% | \$ 6,763,937.20 | \$ 6,329,494.23 | \$ 6,038,212.60 | \$ 5,545,531.94 |
| Accounts Receivable: | | | | | | |
| Subscribers, less allowance | 1,618,867.31 | 4.52% | 1,691,998.03 | 1,724,589.01 | 1,729,714.11 | 1,567,563.90 |
| Other | 70,937.61 | -59.94% | 28,416.48 | 26,311.53 | 24,683.64 | 29,452.98 |
| Temporary advances - Electric | 2,101,752.24 | 11.26% | 2,338,418.72 | 2,256,860.99 | 2,173,276.13 | 2,317,962.95 |
| Inventory | <u>639,420.15</u> | -18.19% | <u>523,136.89</u> | <u>520,808.69</u> | <u>442,205.23</u> | <u>450,923.82</u> |
| Total Current Assets | \$ 9,303,396.37 | 21.95% | \$ 11,345,907.32 | \$ 10,858,064.45 | \$ 10,408,091.71 | \$ 9,911,435.59 |
| Noncurrent Assets: | | | | | | |
| Construction Work In Progress | \$ 67,730.15 | 15.10% | \$ 77,954.84 | \$ 1,444.59 | \$ 22,287.59 | \$ 169,269.44 |
| Telecommunications Plant | 9,347,830.20 | 12.95% | 10,558,315.35 | 10,588,643.87 | 10,615,011.62 | 10,468,439.86 |
| Accumulated Depreciation | (5,826,348.70) | 9.64% | (6,388,210.78) | (6,315,170.95) | (6,259,758.70) | (6,182,577.72) |
| Deferred Debit - Software & Outflows of Resources | <u>454,559.99</u> | -6.53% | <u>424,873.57</u> | <u>467,493.41</u> | <u>430,793.21</u> | <u>353,685.48</u> |
| Total Noncurrent Assets | \$ 4,043,771.64 | 15.56% | \$ 4,672,932.98 | \$ 4,742,410.92 | \$ 4,808,333.72 | \$ 4,808,817.06 |
| Total Assets | <u>\$ 13,347,168.01</u> | 20.02% | <u>\$ 16,018,840.30</u> | <u>\$ 15,600,475.37</u> | <u>\$ 15,216,425.43</u> | <u>\$ 14,720,252.65</u> |
| Retained Earnings and Liabilities: | | | | | | |
| Retained Earnings (Deficit): | | | | | | |
| Retained Earnings - Beginning of Year | \$ 4,986,471.41 | 109.28% | \$ 10,435,630.63 | \$ 10,435,630.63 | \$ 10,435,630.63 | \$ 10,435,630.63 |
| Retained Earnings - YTD | 1,355,434.83 | -16.16% | 1,136,438.79 | 761,346.04 | 383,183.23 | - |
| Retained Earnings - Current | <u>467,208.59</u> | -18.66% | <u>380,025.40</u> | <u>375,092.75</u> | <u>378,162.81</u> | <u>383,183.23</u> |
| Total Retained Earnings (Deficit) | <u>\$ 6,809,114.83</u> | 75.53% | <u>\$ 11,952,094.82</u> | <u>\$ 11,572,069.42</u> | <u>\$ 11,196,976.67</u> | <u>\$ 10,818,813.86</u> |
| Current Liabilities: | | | | | | |
| Accounts Payable | \$ 2,068,274.23 | 16.43% | \$ 2,408,021.49 | \$ 2,399,208.19 | \$ 2,420,425.02 | \$ 2,330,169.84 |
| Unearned Revenue | \$ 801,576.15 | 8.43% | \$ 869,178.78 | \$ 869,178.78 | \$ 869,178.78 | \$ 869,178.78 |
| Other Accrued Payables | <u>298,472.60</u> | 10.85% | <u>330,857.43</u> | <u>301,231.30</u> | <u>270,807.38</u> | <u>242,815.21</u> |
| Total Current Liabilities | \$ 3,168,322.98 | 13.88% | \$ 3,608,057.70 | \$ 3,569,618.27 | \$ 3,560,411.18 | \$ 3,442,163.83 |
| Noncurrent Liabilities: | | | | | | |
| Customer Deposits | \$ 187.48 | -19.99% | \$ 150.00 | \$ - | \$ - | \$ (12.52) |
| Postretirement Benefits | 389,059.59 | -56.26% | 170,167.78 | 170,417.68 | 170,667.58 | 170,917.48 |
| Deferred Inflows of Resources | 84,552.00 | 241.06% | 288,370.00 | 288,370.00 | 288,370.00 | 288,370.00 |
| Long Term Debt to the Electric Division | <u>2,895,931.13</u> | -100.00% | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total Noncurrent Liabilities | \$ 3,369,730.20 | -86.39% | \$ 458,687.78 | \$ 458,787.68 | \$ 459,037.58 | \$ 459,274.96 |
| Total Liabilities | \$ 6,538,053.18 | -37.80% | \$ 4,066,745.48 | \$ 4,028,405.95 | \$ 4,019,448.76 | \$ 3,901,438.79 |
| Total Liabilities & Retained Earnings | <u>\$ 13,347,168.01</u> | 20.02% | <u>\$ 16,018,840.30</u> | <u>\$ 15,600,475.37</u> | <u>\$ 15,216,425.43</u> | <u>\$ 14,720,252.65</u> |

CDE Lightband
Income Statement - Broadband Division
10/31/2021

| | <u>10/31/20</u> | <u>% Change</u> | <u>10/31/21</u> | <u>9/30/21</u> | <u>8/31/21</u> | <u>7/31/21</u> |
|--------------------------------------|-----------------------------|---------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Operating Revenue: | | | | | | |
| Programming Revenue | \$ 412,403.51 | 4.61% | \$ 431,432.13 | \$ 433,393.14 | \$ 433,340.03 | \$ 425,713.09 |
| Internet Revenue | 1,352,879.91 | 15.54% | 1,563,082.07 | 1,546,441.39 | 1,545,828.94 | 1,490,441.05 |
| Telephone Revenue | 158,891.67 | 6.22% | 168,779.59 | 167,698.37 | 168,847.36 | 166,311.74 |
| Miscellaneous Fee Revenue | 136,029.05 | 1.51% | 138,081.69 | 160,486.69 | 134,244.16 | 126,304.56 |
| Total Operating Revenues | <u>2,060,204.14</u> | 11.71% | <u>2,301,375.48</u> | <u>2,308,019.59</u> | <u>2,282,260.49</u> | <u>2,208,770.44</u> |
| Cost of Programming & Services | <u>683,919.62</u> | 10.67% | <u>756,893.29</u> | <u>735,441.82</u> | <u>776,995.83</u> | <u>756,933.73</u> |
| Gross Revenue: | \$ 1,376,284.52 | 12.22% | \$ 1,544,482.19 | \$ 1,572,577.77 | \$ 1,505,264.66 | \$ 1,451,836.71 |
| Operating Expenses: | | | | | | |
| Network Support Expense-Video | \$ 31,864.33 | 68.33% | \$ 53,636.49 | \$ 51,181.84 | \$ 51,783.99 | \$ 55,305.74 |
| Network Support Expense-Internet | 149,481.82 | 58.68% | 237,195.59 | 233,305.60 | 265,253.03 | 229,862.50 |
| Network Support Expense-Phone | 16,029.00 | 47.16% | 23,587.50 | 23,485.75 | 23,559.75 | 24,382.50 |
| Network Admin. & Oper. Expense | 111,157.80 | 20.13% | 133,534.13 | 116,985.57 | 108,791.74 | 122,371.97 |
| Building & Office Expense | 8,047.00 | 0.00% | 8,047.00 | 8,047.00 | 8,047.00 | 8,047.00 |
| Depreciation & Amortization Expense | 89,283.35 | 55.38% | 138,729.00 | 138,109.90 | 140,544.19 | 142,242.97 |
| General & Administrative Expense | 201,991.99 | 25.34% | 253,182.26 | 317,704.76 | 226,945.26 | 226,915.81 |
| Station Apparatus Expense | 156,147.26 | 3.20% | 161,147.51 | 161,139.01 | 148,896.69 | 128,419.73 |
| Customer Service Expense | 54,075.46 | 3.70% | 56,073.96 | 55,179.09 | 55,807.63 | 64,403.93 |
| Marketing Expense | 82,341.37 | 13.51% | 93,464.64 | 86,443.26 | 89,941.62 | 62,212.85 |
| Total Operating Expenses | <u>\$ 900,419.38</u> | 28.67% | <u>\$ 1,158,598.08</u> | <u>\$ 1,191,581.78</u> | <u>\$ 1,119,570.90</u> | <u>\$ 1,064,165.00</u> |
| Operating Income (Loss) | <u>\$ 475,865.14</u> | -18.91% | <u>\$ 385,884.11</u> | <u>\$ 380,995.99</u> | <u>\$ 385,693.76</u> | <u>\$ 387,671.71</u> |
| Interest Expense (Income) | 2,645.57 | -168.25% | (1,805.54) | (1,761.01) | (1,786.57) | (1,522.50) |
| Other Expenses - Tax Equivalent | 6,010.98 | 27.50% | 7,664.25 | 7,664.25 | 9,317.52 | 6,010.98 |
| Total Other Expenses (Income) | <u>\$ 8,656.55</u> | -32.32% | <u>\$ 5,858.71</u> | <u>\$ 5,903.24</u> | <u>\$ 7,530.95</u> | <u>\$ 4,488.48</u> |
| Net Income (Loss) | <u>\$ 467,208.59</u> | -18.66% | <u>\$ 380,025.40</u> | <u>\$ 375,092.75</u> | <u>\$ 378,162.81</u> | <u>\$ 383,183.23</u> |
| EBITDA | <u>\$ 565,148.49</u> | | <u>\$ 524,613.11</u> | <u>\$ 519,105.89</u> | <u>\$ 526,237.95</u> | <u>\$ 529,914.68</u> |

| |
|---|
| <p style="text-align: center;">CDE Lightband Cash Flow Statement - Broadband Division October 31, 2021</p> |
|---|

RECONCILIATION OF OPERATING INCOME TO
NET CASH PROVIDED BY OPER ACTIVITIES:

| | |
|---|-------------------|
| Operating income (loss) | \$ 385,884.11 |
| Adjustments to reconcile oper income to cash provided (used) by operating activities | |
| Depreciation and amortization | 138,729.00 |
| Changes in: | |
| Accounts receivable | 30,486.03 |
| Advances to Electric | (81,557.73) |
| Inventory | (2,328.20) |
| Accounts payable | 8,813.30 |
| Accrued expenses | 29,376.23 |
| Customer deposits | 150.00 |
| Other | <u>36,761.13</u> |
| Net Cash From Operating Activities | <u>546,313.87</u> |

CASH FLOWS FROM FIN & INV ACTIVITIES:

| | |
|---------------------------------------|---------------------|
| Payment of long term debt | - |
| Additions to plant | <u>(111,870.90)</u> |
| Net Cash Used by Financing Activities | <u>(111,870.90)</u> |

| | |
|---|-------------------------------|
| NET INCREASE IN CASH AND CASH EQUIVALENTS | \$ 434,442.97 |
| CASH AND CASH EQUIVALENTS - BEG OF MONTH | <u>6,329,494.23</u> |
| CASH AND CASH EQUIVALENTS - END OF MONTH | <u><u>\$ 6,763,937.20</u></u> |

approved
LJB



Bradley Arant Boult Cummings LLP

City of Clarksville, Tennessee
c/o Lance A. Baker, City Atty.
One Public Square
Clarksville, TN 37040

November 8, 2021
Invoice No. 1526347

Matter No. 202252-301023
Re: Robinson v. City of Clarksville

For professional services posted through October 31, 2021

| Current Invoice Summary | |
|-------------------------|--|
|-------------------------|--|

| | |
|-------------------------------|-------------------|
| Current Professional Services | \$3,756.25 |
| Current Expenses | \$40.50 |
| Current Invoice | \$3,796.75 |

Thank you for your business.



Bradley Arant Boult Cummings LLP

Invoice Detail

City of Clarksville, Tennessee
Re: Robinson v. City of Clarksville

Page 2
November 8, 2021
Invoice No. 1526347

Matter No. 202252-301023

For legal services posted through October 31, 2021

Professional Services

| Date | Description | Tkpr | Hours | Rate | Amount |
|----------|---|------|-------|--------|----------|
| 10/1/21 | Analyze record and appellate issues | ESS | 0.25 | 450.00 | 112.50 |
| 10/1/21 | Email to E. Sauer re: review of record on appeal; review of transcripts of evidence record on appeal to identify omissions and errors | MSTE | 1.00 | 275.00 | 275.00 |
| 10/4/21 | Analyze motion for extension and appellate record issues | ESS | 0.25 | 450.00 | 112.50 |
| 10/4/21 | Review of motion filed by Plaintiffs and order from Court of Appeals; emailing re: same with E. Sauer | MSTE | 0.25 | 275.00 | 68.75 |
| 10/11/21 | Telephone conversation with Lance Baker on status of settlement approval and due diligence on Highpointe Row property; telephone conversation with Eric Bitner on title repose; telephone conversation with Mark Riggins on Phase 1 | JLMU | 0.75 | 425.00 | 318.75 |
| 10/15/21 | Exchange emails with Mark Riggins on status of Phase 1 | JLMU | 0.25 | 425.00 | 106.25 |
| 10/18/21 | Review and revise summary of pending litigation for audit letter | JLMU | 0.25 | 425.00 | 106.25 |
| 10/21/21 | Review email from Kathleen Beasley on status of settlement; review City Council video; send response | JLMU | 0.25 | 425.00 | 106.25 |
| 10/25/21 | Review email from Mark Riggins on Phase 1; review phase 1; send email to Mark Riggins on Phase 1; send email to Lance Baker on title report; review email from Eric Bitner on title report; review attachments to title report | JLMU | 1.00 | 425.00 | 425.00 |
| 10/26/21 | Review Highpointe Row development declaration and amendments; review tax records on owners of Overlook units; telephone conversation with Lance Baker and Eric Bitner on options to address title issue | JLMU | 1.25 | 425.00 | 531.25 |
| 10/27/21 | Go to Clarksville, meet with Mayor, Lance Baker and Eric Bitner on title issue; return to office; review order from Judge Trauger on finalizing settlement; review email from Lance Baker on order | JLMU | 2.50 | 425.00 | 1,062.50 |



City of Clarksville, Tennessee
Re: Robinson v. City of Clarksville

Matter No. 202252-301023

Page 3
 November 8, 2021
 Invoice No. 1526347
 For legal services posted through October 31, 2021

| Date | Description | Tkpr | Hours | Rate | Amount |
|------------------------------------|--|------|-------|--------|-------------------|
| 10/28/21 | Revise settlement documents and email to Lance Baker | JLMU | 1.25 | 425.00 | 531.25 |
| Total Professional Services | | | | | \$3,756.25 |

| Expenses | | | | | |
|-----------------------|---|--|--|--|----------------|
| Date | Description | | | | Amount |
| | COPY CHARGES - INTERNAL COLOR | | | | 12.50 |
| 10/13/21 | HARA INC DBA ROAD RUNNER DELIVERY - MESSENGER/DELIVERY CHARGES/DOC RETRIEVAL-17A - KRISTI RITCHIE - DAVIDSON COUNTY COURT OF APPEALS TO BRADLEY - INVOICE: BRADAR16-197 DATE: 10/13/21 Bank ID: CRBHM Check Number: 1051768 | | | | 28.00 |
| Total Expenses | | | | | \$40.50 |

| Timekeeper Summary | | | | | |
|------------------------------------|----------|-----------|-------|----------|-------------------|
| Timekeeper | Initials | Title | Hours | Rate | Amount |
| Edmund Sauer | ESS | Partner | 0.50 | \$450.00 | \$225.00 |
| James L. Murphy | JLMU | Partner | 7.50 | \$425.00 | \$3,187.50 |
| Michael Stephens | MSTE | Associate | 1.25 | \$275.00 | \$343.75 |
| Total Professional Services | | | | | \$3,756.25 |



Bradley Arant Boult Cummings LLP

City of Clarksville, Tennessee
c/o Lance A. Baker, City Atty.
One Public Square
Clarksville, TN 37040

November 8, 2021
Invoice No. 1526347

Matter No. 202252-301023
Re: Robinson v. City of Clarksville

Outstanding Invoice Summary

Outstanding Invoices as of November 8, 2021

| Invoice Date | Invoice Number | Invoice Amount | Credits | Balance Due |
|---|----------------|----------------|---------|-------------|
| 10/7/21 | 1519066 | \$19,871.65 | \$0.00 | \$19,871.65 |
| 11/8/21 | 1526347 | \$3,796.75 | \$0.00 | \$3,796.75 |
| Outstanding Invoices as of November 8, 2021 | | | | \$23,668.40 |

Payment Terms: 30 days from the billed date. Invoices over 30 days aged are considered past due.

Federal Tax ID: 63-0243316

Electronic Funds Transfer (EFT) Payments to:

Bank Name: Regions Bank
Account Name: Bradley Arant Boult Cummings LLP
(ACH) Routing Number: 062000019
Account Number: 0064289141

(Wires) Routing Number: 062005690
Account Number: 0064289141
SWIFT Code (International Use Only): UPNBUS44

Check Payments to:

Bradley Arant Boult Cummings LLP
Post Office Box 830709
Birmingham, AL 35283-0709

(Please include remittance information with check.)

(Please reference the matter number, invoice number,
and/or attorney contact in the remarks section.)



City of Clarksville, Tennessee
c/o Lance A. Baker, City Atty.
One Public Square
Clarksville, TN 37040

November 11, 2021
Invoice No. 1527597

Matter No. 202252-301012
Re: Employment Matters

For professional services posted through October 31, 2021

| Current Invoice Summary | |
|-------------------------|--|
|-------------------------|--|

| | |
|-------------------------------|-----------------|
| Current Professional Services | \$112.50 |
| Current Expenses | \$0.00 |
| Current Invoice | \$112.50 |

Thank you for your business.



Bradley Arant Boult Cummings LLP

Invoice Detail

City of Clarksville, Tennessee

Re: Employment Matters

Matter No. 202252-301012

Page 2

November 11, 2021

Invoice No. 1527597

For legal services posted through October 31, 2021

Professional Services

| Date | Description | Tkpr | Hours | Rate | Amount |
|------------------------------------|------------------------------------|------|-------|--------|-----------------|
| 10/18/21 | Draft insert for auditor's report. | MCL | 0.25 | 450.00 | 112.50 |
| Total Professional Services | | | | | \$112.50 |

Timekeeper Summary

| Timekeeper | Initials | Title | Hours | Rate | Amount |
|------------------------------------|----------|---------|-------|----------|-----------------|
| Matthew Lonergan | MCL | Partner | 0.25 | \$450.00 | \$112.50 |
| Total Professional Services | | | | | \$112.50 |



Bradley Arant Boult Cummings LLP

City of Clarksville, Tennessee
c/o Lance A. Baker, City Atty.
One Public Square
Clarksville, TN 37040

November 11, 2021
Invoice No. 1527597

Matter No. 202252-301012
Re: Employment Matters

Outstanding Invoice Summary

Outstanding Invoices as of November 11, 2021

| Invoice Date | Invoice Number | Invoice Amount | Credits | Balance Due |
|--|----------------|----------------|---------|-----------------|
| 9/15/21 | 1514337 | \$855.00 | \$0.00 | \$855.00 |
| 11/11/21 | 1527597 | \$112.50 | \$0.00 | \$112.50 |
| Outstanding Invoices as of November 11, 2021 | | | | \$967.50 |

Payment Terms: 30 days from the billed date. Invoices over 30 days aged are considered past due.

Federal Tax ID: 63-0243316

Electronic Funds Transfer (EFT) Payments to:

Bank Name: Regions Bank
Account Name: Bradley Arant Boult Cummings LLP
(ACH) Routing Number: 062000019
Account Number: 0064289141

(Wires) Routing Number: 062005690
Account Number: 0064289141
SWIFT Code (International Use Only): UPNBUS44

Check Payments to:

Bradley Arant Boult Cummings LLP
Post Office Box 830709
Birmingham, AL 35283-0709

(Please include remittance information with check.)

(Please reference the matter number, invoice number,
and/or attorney contact in the remarks section.)



Klein Solomon Mills ^{PLLC}
ATTORNEYS AT LAW

November 11, 2021

Lance Baker
City of Clarksville
1 Public Square
Clarksville, Tennessee 37040

Re: Klein Solomon Mills, PLLC Invoice 14097

Dear Mr. Baker,

Please find enclosed Invoice 14097 that reflects all services rendered during the month of November 2021. The services, provided from Saul Solomon and Callie Jennings, total an amount due of \$9,825.00. However, there was a balance of \$3,700 in your trust account left over from a previous overpayment that was applied. After this payment, the new total amount due is **\$6,125.00**. You can find a trust account statement at the bottom of the enclosed invoice that reflects the payment.

If you have any questions or need any additional information, please don't hesitate to contact me by email at erin.pigg@kleinpllc.com or by phone at (615) 600-4780.

Sincerely,

Erin Pigg
Administrative Assistant

Cc: Angie Brake
City of Clarksville
1 Public Square
Clarksville, Tennessee 37040



Klein Solomon Mills, PLLC

1322 4th Avenue North
Nashville, Tennessee 37208
United States
Phone: 6156004780

INVOICE

Invoice # 14097
Date: 11/11/2021
Due On: 12/11/2021

City of Clarksville (SS-0381)
One Public Square
Clarksville, TN 37040

0381-20001 Ethics Complaint

| Date | Type | Attorney | Notes | Quantity | Rate | Discount | Total |
|------------|---------|----------|---|----------|----------|----------|----------|
| 10/04/2021 | Service | CJ | Confer with commission members regarding date for training session. Draft commission subpoena form and procedure for hearings. | 2.50 | \$225.00 | - | \$562.50 |
| 10/05/2021 | Service | CJ | Confer with co-counsel regarding draft agenda and minutes. Review documents to provide to Bill Ramsey. Confer with Clerk regarding deficiency in complaint filed. | 1.90 | \$225.00 | - | \$427.50 |
| 10/06/2021 | Service | CJ | Confer with co-counsel regarding draft agenda and minutes. Confer with City Clerk regarding materials requested by Commission. Confer with Human Resources regarding materials requested by Commission. Draft procedure for hearings. | 2.60 | \$225.00 | - | \$585.00 |
| 10/07/2021 | Service | CJ | Confer with City Clerk regarding preparation for upcoming Commission meetings. Confer with new Commission members | 3.70 | \$225.00 | - | \$832.50 |

| | | | | | | | |
|------------|---------|----|--|------|----------|---|----------|
| | | | to schedule zoom training session. Send calendar invites for training session. Draft procedure for hearings. Edits to formatting of draft procedure. Confer with Bill Ramsey regarding requested materials for Commission. | | | | |
| 10/08/2021 | Service | CJ | Create Zoom meeting for Commission member training on Monday. | 0.10 | \$225.00 | - | \$22.50 |
| 10/08/2021 | Service | CJ | Read ethics complaint submitted today. Update running notes on complaints. Create zoom meeting invite for Commission member training session Monday. | 0.50 | \$225.00 | - | \$112.50 |
| 10/08/2021 | Service | CJ | Confer with commission member. Confer with clerk to post meeting agenda. | 0.20 | \$225.00 | - | \$45.00 |
| 10/11/2021 | Service | CJ | Attend and assist with training session for new Commission member, Dr. Kanervo. Correspondence with Bill Ramsey. Confer with co-counsel regarding pending complaints. | 0.90 | \$225.00 | - | \$202.50 |
| 10/12/2021 | Service | CJ | Confer with clerk regarding notices to complainant and accused. Confer with co-counsel regarding upcoming meeting. Confer with Bill Ramsey. Update notes on outstanding complaints. | 1.30 | \$225.00 | - | \$292.50 |
| 10/12/2021 | Service | CJ | Confer with Clerk regarding amended complaint. Draft checklist for Complaint process. | 1.80 | \$225.00 | - | \$405.00 |
| 10/13/2021 | Service | CJ | Prepare to train new ethics commission member at 2PM. | 1.10 | \$225.00 | - | \$247.50 |
| 10/13/2021 | Service | CJ | Review edits to draft hearing procedure. | 0.10 | \$225.00 | - | \$22.50 |
| 10/13/2021 | Service | CJ | Conduct training session for new commission member. Research on scope of indemnity provided to city officials and employees. | 1.30 | \$225.00 | - | \$292.50 |
| 10/14/2021 | Service | CJ | Draft procedure for hearings | 3.20 | \$225.00 | - | \$720.00 |

| | | | | | | | |
|------------|---------|----|---|------|----------|--------|----------|
| | | | and discuss draft with co-counsel. Edit procedure for hearings. Review correspondence from Bill Ramsey. | | | | |
| 10/15/2021 | Service | CJ | Prepare and organize materials for 10/19/21 Commission meeting. Provide Ordinance and Bylaws to new member. | 2.00 | \$225.00 | - | \$450.00 |
| 10/18/2021 | Service | CJ | Confer with Lance Baker regarding question from Commission member. Confer with co-counsel regarding materials for 10/19/21 Commission meeting. Confer with City Clerk to provide copy of proposed hearing procedures document to Commission members and all parties and counsel for pending complaints. | 1.20 | \$225.00 | - | \$270.00 |
| 10/18/2021 | Service | CJ | Prepare all materials for Ethics Commission meeting tomorrow. | 2.30 | \$225.00 | - | \$517.50 |
| 10/19/2021 | Service | CJ | Prepare all materials for Ethics Commission meeting today. | 1.10 | \$225.00 | - | \$247.50 |
| 10/19/2021 | Service | CJ | Review video of 9/16/20 Commission meeting. | 0.90 | \$225.00 | - | \$202.50 |
| 10/19/2021 | Service | CJ | Travel to Clarksville for Commission meeting. Attend Commission meeting. Travel back to Nashville. | 4.80 | \$225.00 | 100.0% | \$0.00 |
| 10/19/2021 | Service | SS | Attend Commission Meeting | 2.10 | \$350.00 | - | \$735.00 |
| 10/20/2021 | Service | CJ | Draft notices to parties regarding decisions made on 10/19/21 Commission meeting. Make edits to Hearing Procedure documents as decided in 10/19/21 Commission Meeting. Research subpoena service requirements in Tennessee. | 3.50 | \$225.00 | - | \$787.50 |
| 10/22/2021 | Service | CJ | Compose meeting minutes for 10/19/21 Commission meeting. | 1.40 | \$225.00 | - | \$315.00 |
| 10/22/2021 | Service | CJ | Edit Hearing Procedure. Draft model pre-hearing order form. Draft notices of decisions and requests for information from Commission. Draft written | 3.60 | \$225.00 | - | \$810.00 |

| decisions on Complaints. | | | | | | | |
|-----------------------------|---------|----|--|------|----------|---|-------------|
| 10/26/2021 | Service | CJ | Final review and edits to Hearing Procedure and Subpoena form for Ethics Committee. Edit draft agenda for November meeting. Confer with co-counsel regarding Hearing Procedure, draft agenda, and draft notices to parties to ethics complaints. Respond to a party's inquiry regarding process for requesting subpoenas from the Commission. Confer with City Clerk to send notices to parties. | 2.30 | \$225.00 | - | \$517.50 |
| 10/27/2021 | Service | CJ | Proof read draft minutes from September 2021 Commission meeting. | 0.50 | \$225.00 | - | \$112.50 |
| 10/28/2021 | Service | CJ | Call with Candice Jones. | 0.30 | \$225.00 | - | \$67.50 |
| 10/29/2021 | Service | CJ | Download and save files from Clerk of materials received from Bruce Griffy to supplement Complaint #13. | 0.10 | \$225.00 | - | \$22.50 |
| Line Item Discount Subtotal | | | | | | | -\$1,080.00 |
| Total | | | | | | | \$9,825.00 |
| Payment (11/11/2021) | | | | | | | -\$3,700.00 |
| Balance Owing | | | | | | | \$6,125.00 |

Detailed Statement of Account

Other Invoices

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 13927 | 10/13/2021 | \$7,060.79 | \$0.00 | \$7,060.79 |

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|---------------------|------------|------------|-------------------|-------------|
| 14097 | 12/11/2021 | \$9,825.00 | \$3,700.00 | \$6,125.00 |
| Outstanding Balance | | | | \$13,185.79 |

| | |
|---------------------------------|--------------------|
| Amount in Trust | \$0.00 |
| Total Amount Outstanding | \$13,185.79 |

Trust

| Date | Type | Notes | Matter | Receipts | Payments | Balance |
|----------------------|------|---|-----------------------------------|------------|---------------|------------|
| 08/10/2021 | | Deposit of \$4,800 from overpayment on Ck. 110570 for payment of Invoice 13808. | | | \$4,800.00 | \$4,800.00 |
| 08/12/2021 | | Payment for bill #13869 | 0381-20001 Ethics Complaint | \$1,100.00 | | \$3,700.00 |
| 11/11/2021 | | Payment for bill #14097 | 0381-20001 Ethics Complaint | \$3,700.00 | | \$0.00 |
| Trust Balance | | | | | \$0.00 | |

Please make all amounts payable to: Klein Solomon Mills, PLLC

Please pay within 30 days.

ORDINANCE 59-2021-22

AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE 45-2021-22 PERTAINING TO A SETTLEMENT OF THE ROBINSONS AND / OR FRANKLIN STREET CORPORATION (FSC) v. CITY STATE COURT AND FEDERAL COURT LAWSUITS

WHEREAS, the City has been sued by Jeff and Sherri Robinson and / or the Franklin Street Corporation, which corporation is owned by them, in three separate lawsuits, styled as follows:

Jeffrey Robinson, Sherri Robinson and Franklin Street Corporation, Plaintiffs, v. City of Clarksville, Defendant. Circuit Court for Montgomery County, Tennessee, Docket No. CC-16-CV-1410; and

Franklin Street Corporation, Plaintiff v. City of Clarksville, Defendant. United States District Court for the Middle District of Tennessee, at Nashville, Docket No. 3:20-CV-00523.; and

Jeffrey Robinson, Plaintiff v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville, Defendants. Circuit Court for Montgomery County, Tennessee, Docket No. CC-20-CV-2247.

and;

WHEREAS, the City Council has previously determined that the best interests of the City would be served by making an offer to settle one or more of the lawsuits as specified in Ordinance 45-2021-22 adopted October 20, 2021 as more completely described in Collective Attachment A thereto, which among other things, provided for a land swap, to include a transfer of land owned by High Point Row to the City; and

WHEREAS, during the time period for due diligence as required by the proposed settlement documents, it has been determined that there is a cloud on absolute fee simple clear title of the High Point Row property due to other surrounding property owners having an interest in the land owned by High Point Row partners that is proposed to be transferred to the City, such that the City should not accept ownership of the property; and

WHEREAS, the City Council nevertheless now finds again that the best interests of the City would be served by a settlement of two of the lawsuits as specified in, and in accordance with, the full, complete, written Project Agreement, (to include, *inter alia*, the Settlement Agreement), together with all Exhibits thereto, but with the deletion of all references to and without the transfer of the property owned by High Point Row to the City, all as now attached hereto and incorporated herein as a new, Amended Collective Attachment A, and that Ordinance 45-2021-22 should be amended to delete the Collective Attachment A thereto, and to substitute therefore the new Amended Collective Attachment A instead, as now attached hereto and incorporated herein.

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

CLARKSVILLE, TENNESSEE:

That the Clarksville City Council hereby approves an amendment to Ordinance 45-2021-22, pertaining to a settlement proposal to settle two of the above styled lawsuits against the City, as specified in, and in accordance with, the full, complete, written Project Agreement, (to include, *inter alia*, the Settlement Agreement), together with all Exhibits thereto, by deleting the previously adopted Collective Attachment A to Ordinance 45-2021-22, and by now adopting the new Amended Collective Attachment A attached hereto and incorporated herein instead.

MAYOR

ATTEST:

CITY CLERK

FIRST READING:
SECOND READING:
EFFECTIVE DATE:

PROJECT AGREEMENT

This Project Agreement (this "Agreement") is entered into as of _____, 2021, by and among Jeffrey Robinson and Sherri Robinson, (collectively the "Robinsons"), Franklin Street Corporation, a Tennessee corporation ("FSC") and the City of Clarksville, Tennessee, a Tennessee municipal corporation (the "City") (each a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Robinsons own certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit 1 attached hereto (the "Robinson Property");

WHEREAS, FSC owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit 2 attached hereto (the "FSC Property");

WHEREAS, the City owns certain property contiguous to the Robinson Property and the FSC Property, being more particularly described on Exhibit 4 attached hereto (the "City Property");

WHEREAS, the City has constructed an underground sewer line running beneath South Second Street, a public right of way, and across the City Property (the "Sewer Line") as shown on the Existing Conditions & Demolition Plan, Sheet C.010 of the plans prepared by McKay-Burchett & Company Engineers, dated 12/16/2020, and attached hereto as Exhibit 5 (the "Construction Plans"); and

WHEREAS, a portion of the Sewer Line is located on the FSC Property, as more particularly depicted on the Construction Plans; and

WHEREAS, in order to reroute a significant portion of the stormwater drainage flowing to an existing drop inlet located on the Christine Roberts property as shown on the Construction Plans, the City has agreed to reimburse the Robinsons and/or FSC for a portion of the cost of extending a combined sewer line on the FSC Property to a new grate inlet, the construction of retaining walls and the alteration of existing downspouts all as shown on the Construction Plans (the "Drainage Improvements"); and

WHEREAS, FSC has agreed to grant to the City a permanent public utilities and drainage easement across a portion of the FSC Property (the "Public Utilities and Drainage Easement"), as more particularly depicted on Exhibit 6;

WHEREAS, the City Property is encumbered by encroachments from the adjoining properties as shown on the Construction Plans (the "Existing Encroachments");

WHEREAS, the City is willing to convey the City Property to the Robinsons, subject to the terms and conditions of this Agreement;

WHEREAS, the Robinsons and FSC have asserted certain claims against the City in a lawsuit that was filed in Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, et al., v. The City of Clarksville, Tennessee*, No. CC16CV1410, and is pending in the Court of Appeals of Tennessee, styled as *Jeffrey Robinson, et al., v. City of Clarksville*, No. M2020-01299-COA-R3-CV (the “Initial State Court Lawsuit”);

WHEREAS, FSC has asserted certain claims against the City in a lawsuit that is pending in United States District Court for the Middle District of Tennessee, styled as *Franklin Street Corporation, v. The City of Clarksville*, Case No. 3:20-cv-00523 (the “Federal Court Lawsuit”); and

WHEREAS, Jeffery Robinson has asserted certain claims against the City, Joseph Pitts, officially as Mayor for the City and Lance Baker, officially as City Attorney for the City, in a lawsuit that is pending in the Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville*, Docket No. CC-20-CV-2247 (the “Second State Court Lawsuit”); and

WHEREAS, in exchange for the City’s agreement to make a payment of additional consideration and to make a payment for the construction of the Drainage Improvements, FSC has agreed to dismiss with prejudice the Federal Court Lawsuit and the Second State Court Lawsuit, and the Robinsons and FSC have agreed to release certain claims as described in the Settlement Agreement.

NOW THEREFORE, the Robinsons, FSC and the City enter into this Agreement for the consideration and purposes expressed herein:

1. Additional Documents. The Parties acknowledge that the following documents, which are to be executed in connection with transaction described in this Agreement (the “Additional Documents”) are attached hereto and incorporated herein by reference:

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|------------|---|
| Exhibit 1 | Description of the Robinsons Property |
| Exhibit 2 | Description of the FSC Property |
| Exhibit 3 | Intentionally Deleted |
| Exhibit 4 | Description of the City Property |
| Exhibit 5 | Copy of the Construction Plans |
| Exhibit 6 | Drawing of Public Utilities and Drainage Easement |
| Exhibit 7 | Form of Quitclaim Deed for City Property |
| Exhibit 8 | Intentionally Deleted |
| Exhibit 9 | Form of Public Utilities and Drainage Easement |
| Exhibit 10 | Form of Settlement Agreement |

2. Completion of the Drainage Improvements. The Robinsons and/or FSC agree to complete the construction of the Drainage Improvements on or before the issuance of any certificate of occupancy for any building constructed on the FSC Property. Robinsons and/or FSC agree to complete the construction of the Drainage Improvement within three (3) years of the

Effective Date, as defined below. The City shall reimburse the Robinsons and/or FSC for the costs of constructing the Drainage Improvements in an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) within fifteen (15) days of receipt of adequate documentation from the Robinsons and/or FSC of the costs of such improvements. Any approvals on behalf of the City of the requests for reimbursement submitted by the Robinsons and/or FSC shall be performed by the General Manager of the City's Department of Gas and Water. The Robinsons and/or FSC shall be responsible for payment of any costs in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the construction of the Drainage Improvements and all cost for the demolition and construction of any other improvements to the FSC Property and the City Property as shown on the Construction Plans, including but not limited to the reinforcement of the basement walls for the building on the FSC Property and any pavement for an alley to be installed by the Robinsons on the City Property.

3. Additional Consideration. In addition to the payment provided for in Section 2, at the Closing (as defined below), the City shall pay to the Robinsons the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Additional Consideration").

4. Intentionally Deleted.

5. Intentionally Deleted.

6. Status. From and after the Effective Date, the City shall not enter into any covenant, restriction, easement or other agreement that encumbers the City Property.

7. Closing of Land Transfer. The closing of the transfer of the City Property to the Robinsons (the "Closing") shall occur within ten (10) days following the Effective Date. The Closing shall take place at a place and time mutually agreed to by the Parties. At the Closing, the City shall pay the Additional Consideration to the Robinsons and quitclaim the City Property to the Robinsons pursuant to the Quitclaim Deed attached hereto as Exhibit 7.

8. Monetary Liens. At or prior to Closing, the City shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the City Property to be released and discharged, excluding the lien for ad valorem real property taxes levied against the City Property with respect to the year of Closing and subsequent years that are not due and payable as of the Closing.

9. Closing Costs and Prorations. Real property taxes and assessments, if any, levied or assessed against the City Property shall be prorated between the Robinsons and the City and paid as of the date of the Closing. The Robinsons shall be responsible for paying for any title insurance policy obtained by the Robinsons on the City Property and any transfer taxes and recording costs in connection with the conveyance of the City Property to the Robinsons.

10. Public Utilities and Drainage Easement. FSC agrees to grant to the City the Public Utilities and Drainage Easement described herein. At the Closing, FSC and the City shall execute the Public Utilities and Drainage Easement Agreement attached hereto as Exhibit 9.

11. Settlement Agreement. On or before the Closing, the Robinsons, FSC and the City shall execute the Settlement Agreement attached hereto as Exhibit 10 (the “Settlement Agreement”), to resolve the claims described in the Settlement Agreement. In the event the Robinsons, FSC and the City do not execute the Settlement Agreement on or before the date of the Closing, then this Agreement shall automatically terminate.

12. Notices. All notices, consents and other communications (collectively, “Notices”) which may be or are required to be given by the Parties hereunder shall be properly given only if made in writing and sent to the address set forth below by email transmission, and by one of the following: (a) hand delivery, (b) U.S. Certified Mail (Return Receipt Requested), or (c) nationally recognized overnight delivery service. Any such Notice shall be deemed received on the date of the sending of the email by the sender, provided, if the recipient does not confirm receipt of the email of the Notice within twenty-four (24) hours, then any such Notice shall be deemed received (i) if delivered by hand, on the date of delivery, or (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier:

Robinsons: Jeffrey and Sherri Robinson
c/o Mark Olson
Olson & Olson, PLC
112 S. Second Street
Clarksville, TN 37040
Email: molson@olsonplc.com; tdahl@tayloradahllaw.com;
jeff@blackhorsebrews.com

FSC: Franklin Street Corporation
c/o Mark Olson
Olson & Olson, PLC
112 S. Second Street
Clarksville, TN 37040
Email: molson@olsonplc.com; tdahl@tayloradahllaw.com;
jeff@blackhorsebrews.com

City City of Clarksville
One Public Square
Clarksville, TN 37040
Attn: City Mayor
Email: joe.pitts@cityofclarksville.com

with a copy to:

City of Clarksville
One Public Square
Clarksville, TN 37040
Attn: City Attorney
Email: lance.baker@cityofclarksville.com

and to:

Clarksville Gas and Water Department
2215 Madison Street

Clarksville, Tennessee 37043
Attn: General Manager
Email: mark.riggins@cityofclarksville.com

Any Party may change its address for Notices by giving written notice to the other Parties in accordance with this provision.

13. No Admission of Liability. This Agreement does not, and shall not, constitute an admission by the City, or of any official, employee or agent of the City, of any violation of any federal, state or local law or regulation, or of a violation of any rights, privileges or immunities of the Robinsons, FSC, or of any other person or entity.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties to this Agreement.

15. No Third Party Beneficiary. This Agreement is made solely and specifically for the benefit of the City, the Robinsons and FSC and their respective successors and assigns, and no other person or entity shall have any rights, interest, claims or benefits under or on account of this Agreement as a third party beneficiary.

16. Amendment. This Agreement may not be amended or otherwise altered except by an agreement in writing signed by all of the Parties listed below.

17. Applicable Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with, and its construction and performance shall be governed by, the laws of the State of Tennessee without giving effect to the conflict of laws or choice of laws thereof. Exclusive venue for any litigation arising out of or relating to this Agreement shall be in the U. S. District Court for the Middle District of Tennessee or in the state courts located in Montgomery County, Tennessee.

18. Waiver of Jury Trial. Each Party, for itself and its successors and assigns, hereby waives any right to trial by jury in connection with any litigation arising out of this Agreement.

19. Expenses. Each Party shall be responsible for the payment of the attorneys' fees that it incurs in connection with the preparation of this Agreement or the transaction contemplated herein.

20. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile signatures, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto.

21. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman. If any Party to this Agreement is made up of more than one (1) person or entity, then all of the persons and/or entities comprising such Party shall be

jointly and severally liable hereunder. This Agreement, and the Additional Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the Parties. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement.

22. Severance. If any part of this Agreement is found unlawful or unenforceable, the remainder of this Agreement shall not be affected by that finding.

23. Business Days. If any date on which performance or notice is due under this Agreement should fall on Saturday, Sunday or any other day declared an official holiday by the City, performance or notice shall not be due until the next business day.

24. City Council Approval. This Agreement shall not be effective as to the City nor executed by the City until the City Council adopts an ordinance approving the Agreement and authorizing the execution thereof.

25. Effective Date. The “Effective Date” of this Agreement shall be the date the Agreement is executed by the last of the Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date set forth below.

THE CITY OF CLARKSVILLE, TENNESSEE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Sylvia Skinner, City Clerk
Date: _____

FRANKLIN STREET CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

JEFFREY ROBINSON

Date: _____

SHERRI ROBINSON

Date: _____

EXHIBIT 1

Description of the Robinsons Property

Tract 1: 132 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

Tract 2: 134 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

This description was taken from Official Record Book Volume 726, Page 1377, in the Register's Office for Montgomery County, Tennessee.

Tract 1-Parcel ID: 066G K 01500 000

Tract 2-Parcel ID: 066G K 01600 000

This is the same realty conveyed to Jeffrey K. Robinson and wife, Sherri L. Robinson, by deed of record in Official Record Book Volume 844, Page 2347, in the Register's Office for Montgomery County, Tennessee, as to both tracts.

EXHIBIT 2

Description of FSC Property

Being a tract of land situated in the 12th Civil District in Clarksville, Montgomery County, Tennessee, and being more fully described as follows:

BEGINNING at a point in the west right of way of Second Street, said point being South 14 degrees 41 minutes 37 seconds East, 111.50 feet from the intersection of the south right of way of Franklin Street and said west right of way of said Second Street, said point being the northeast corner of said herein tract described;

THENCE with said Second Street, South 14 degrees 41 minutes 37 seconds East, 34.50 feet to a point, said point being the southeast corner of the said Albert Marks property, said point also being the northeast corner of the Mark Olson property, ORBV.816, Page 1355, R.O.M.C.T., said point also being southeast corner of said herein tract described;

THENCE leaving said Second Street and with the north line of said Olson property, South 76 degrees 02 minutes 27 seconds West, 113.76 feet to a point, said point being the southwest corner of said Albert Marks property, said point also being the southeast corner of the D & S Investments property, ORBV. 651, Page 1101, said point also being the southwest corner of said herein tract described;

THENCE leaving said Olson property and with the east line of said D & S Investments property, North 14 degrees 41 minutes 37 seconds West, 34.50 feet to a point, said point being the northwest corner of said herein tract described;

THENCE leaving said D & S Investments property, North 76 degrees 02 minutes 27 seconds East, 113.16 feet to a point of beginning.

Said tract containing 3904 square feet or 0.09 acres more or less.

Said tract being subject to all easements, right of ways, restrictions and conveyances of record.

Being a portion of the property conveyed to Franklin Street Corporation by deeds of record in ORBV 851, Page 2899 and ORBV 854, Page 892, Register's Office for Montgomery County, Tennessee.

This description excludes the property conveyed to the City of Clarksville by deed of record in ORBV 851, Page 2901, Register's Office for Montgomery County, Tennessee.

Parcel ID:

Parcel ID: 066G K 01900 000

EXHIBIT 3

[Intentionally Deleted]

EXHIBIT 4

Description of City Property

Being a Tract of land situated in the 12th Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1st Street, and west of, and adjacent to S. 2nd Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2nd Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2nd Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2nd Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Roberts property, and the southern lines of the BKTurner Holding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

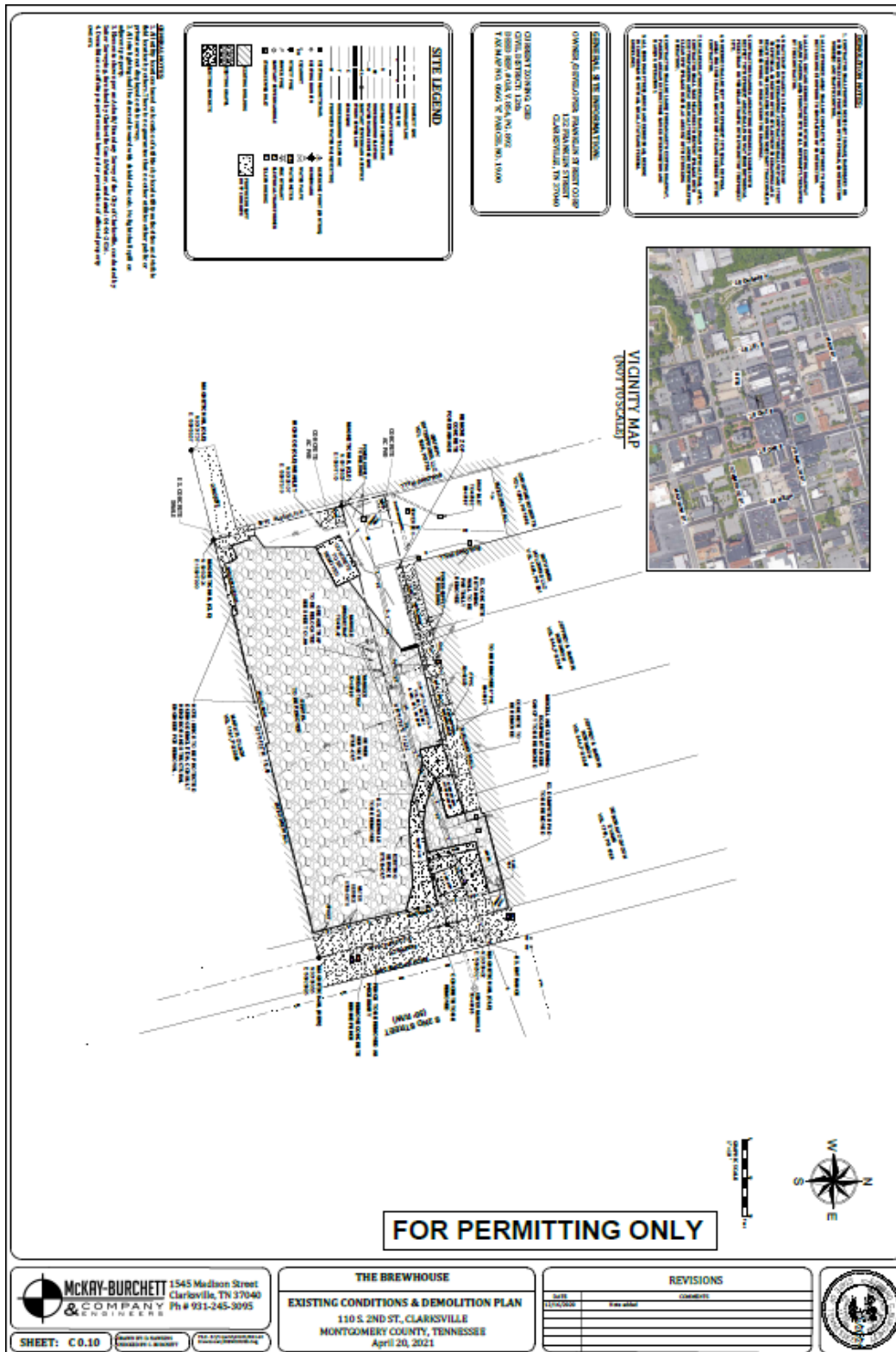
Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.

Copy of Construction Plans



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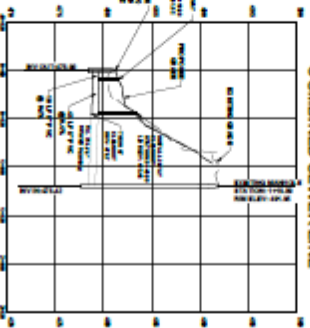
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CARROLLVILLE, TN 37030



NO THE CONTRACTOR TO VERIFY DEPTH, LOCATION AND SIZE OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ALL CONFLICTS SHALL BE REPORTED TO THE ENGINEER OR PROPERLY REMOVED OR RELOCATED AS PER THE APPROPRIATE UTILITY DEPARTMENT.



HEAVY DUTY CONCRETE DETAIL(NTS)

SIDEWALK LIGHT DUTY CONCRETE DETAIL (NTS)


McKAY-BURCHETT
 & COMPANY
 ENGINEERS
 1545 Madison Street
 Clarksville, TN 37040
 Ph # 931-245-3095

SHEET: C 1.00

THE BREWHOUSE
SITE AND UTILITY LAYOUT PLAN
 110 S. 2ND ST., CLARKSVILLE
 MONTGOMERY COUNTY, TENNESSEE
 March 25, 2021

| REVISIONS | |
|------------|------------------------------|
| DATE | COMMENTS |
| 11/19/2010 | POSTED AND REPELISHED |
| 04/24/2011 | ADD PHOTO ON COVER OF DESIGN |
| 04/24/2011 | ADD COVER LAMINATE |
| | |
| | |
| | |



FOR PERMITTING ONLY

EXHIBIT 6

Drawing of Public Utilities and Drainage Easement

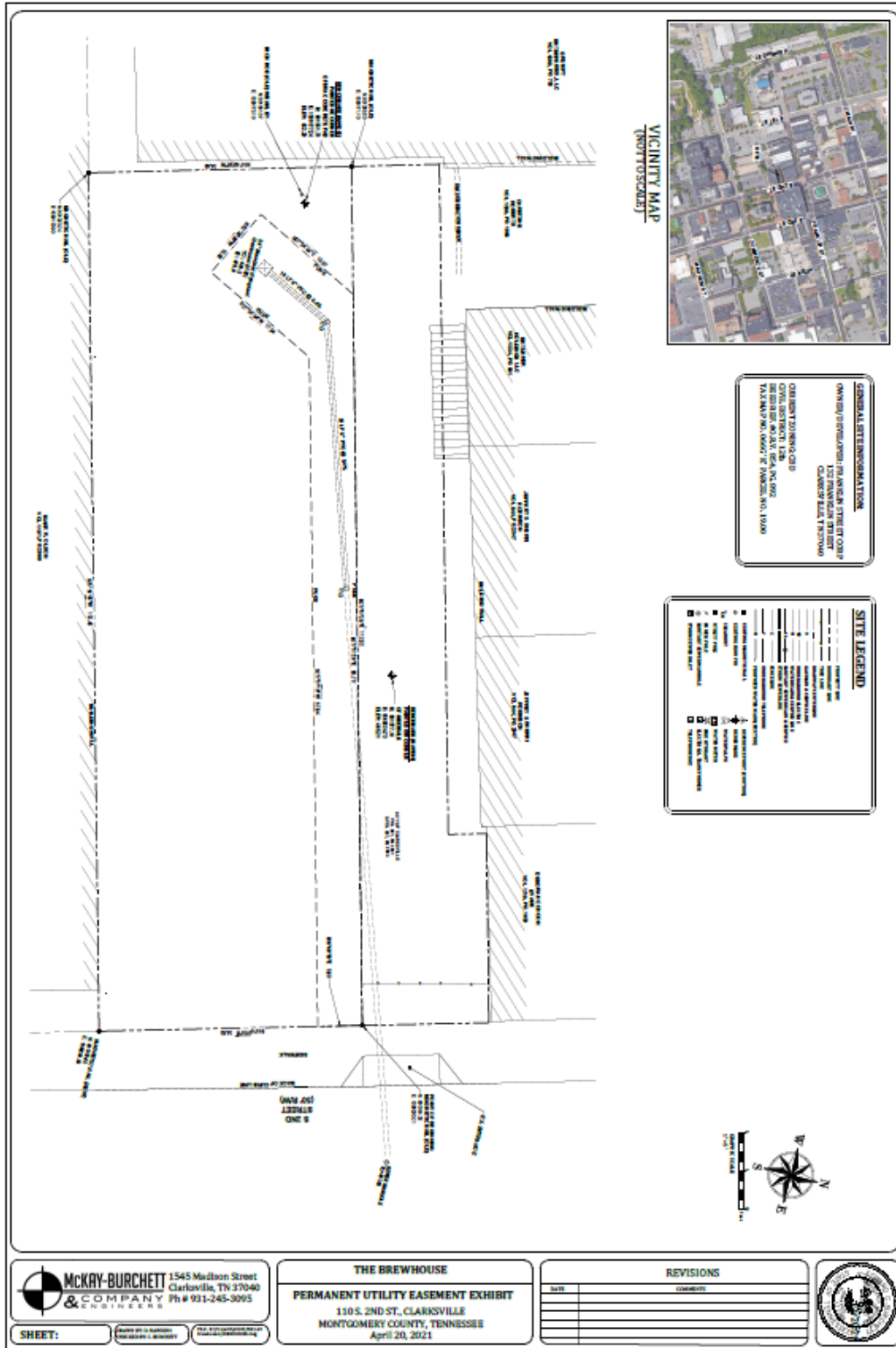


EXHIBIT 7

Form of Quitclaim Deed for City Property

| ADDRESS NEW OWNER | MAP/PARCEL | SEND TAX BILLS TO: |
|--|------------|--------------------|
| Jeffrey K. Robinson and Sherri L. Robinson Clarksville, Tennessee 37040 | None | Same as New Owner |
| This instrument prepared by: Bradley Arant Boult Cummings LLP (JLM) 1600 Division Street, Suite 700, Nashville, Tennessee 37203 | | |

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged the **City of Clarksville**, a Tennessee municipal corporation (the "Grantor"), hereby conveys, remises releases and quitclaims unto **Jeffrey K. Robinson and Sherri L. Robinson** (collectively, the "Grantee"), certain land in Montgomery County, Tennessee, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), including the right of ingress and egress to the Property across the Grantor's sidewalk adjacent to the Property as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference.

Said Property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

This is unimproved property located on South Second Street, City of Clarksville, Montgomery County, Tennessee.

Notwithstanding anything to the contrary contained herein, Grantor hereby expressly retains an easement as described on **Exhibit C**, which is attached hereto and incorporated herein by this reference.

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer is \$ _____.

Affiant

Subscribed and sworn to before me this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

WITNESS our hands this ____ day of _____, 2021.

GRANTOR:

City of Clarksville, a Tennessee municipal corporation

By: _____
Mayor Joe Pitts

Attest:

Sylvia Skinner, City Clerk

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS my hand and seal at office in _____, Tennessee, on
this the _____ day of _____, 2021.

Notary Public

My Commission Expires:

ACCEPTANCE BY GRANTEE

GRANTEE, Jeffrey Robinson and Sherri Robinson, hereby accept this Quitclaim Deed for themselves, their heirs successors and assigns, subject to all conditions, reservations, restrictions and terms contained herein, this the ____ day of _____, 2021.

Jeffrey K. Robinson

Sherri L. Robinson

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Jeffrey K. Robinson, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein contained

WITNESS my hand and seal at office in _____, Tennessee, on this the ____ day of _____, 2021.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Sherri L. Robinson, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained

WITNESS my hand and seal at office in _____, Tennessee, on this the ____ day of _____, 2021.

Notary Public

My Commission Expires:

Exhibit A to Quitclaim Deed

Description of the Property

Being a Tract of land situated in the 12th Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1st Street, and west of, and adjacent to S. 2nd Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2nd Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2nd Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2nd Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Roberts property, and the southern lines of the BKTurner Holding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.

Exhibit B to Quitclaim Deed

Description of City Sidewalk

Being a portion of land in the 12th Civil District of Clarksville, Montgomery County, Tennessee, said parcel being the City of Clarksville Property, said parcel being generally described as a portion of the South 2nd Street right of way in Clarksville, Tennessee, 37040, said parcel being more particularly described as follows:

From Exhibit A for point of beginning, said point being S 01° 41' E for a distance of 124 feet from the centerline intersection of Franklin Street and South 2nd St., said point also being the northwestern corner of the herein described easement;

Thence, on a new easement line, N 75° 47' 11" E for a distance of 8.00 feet to a point on a line;

Thence, S 14° 52' 43" E a distance of 16.50 feet to a point;

Thence, S 75° 47' 11" W a distance of 8.00 feet to a PK Nail (new);

Thence, N 14° 52' 43" W for a distance of 16.50 feet to the point of beginning, said point being the southeast corner of the Deborah Cohoon Evans property as described in Vol. 609, page 303; said easement containing 132 Square Feet, more or less.

Together with and subject to all right of ways, easements, restrictions, covenants and conveyances of record and not of record.

Description from survey by McKay Burchett Surveying.

Exhibit C to Quitclaim Deed

Easement

1. Concurrently with Grantor's conveyance to Grantee of that certain property described on Exhibit A (the "Conveyed Property"), Grantor expressly retains and reserves for itself and its successors and assigns, a perpetual public utilities and drainage easement for the purpose of installing, operating, inspecting, maintaining, repairing, replacing, or removing public utility facilities beneath, upon, and over the Conveyed Property (the "Easement"). It is recognized by the Grantor and the Grantee that the Grantee intends to use the real property for a private alley to service adjoining real property owned by the Grantee, or by Grantee's affiliates. Grantor agrees that no utilities located aboveground will interfere with the Grantee's proposed use of the Conveyed Property as a paved private alley.

2. Grantee shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, nor shall Grantee drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Conveyed Property, without the prior written consent of the Grantor's. The Grantor and the Grantee acknowledge that the Grantee will build a building next to the real property described herein which the parties agree shall not be deemed to interfere with the Grantor's retained easement. The Grantor agrees that any alteration of the ground level of the Conveyed Property by cut or fill as shown on the Construction Plans (as defined in the Project Agreement by and among the Grantor, Grantee and Franklin Street Corporation, a Tennessee corporation) shall be permitted without any further consent by the City.

3. Grantor shall promptly repair and restore any damage to the Conveyed Property resulting from or arising out of the use thereof by Grantor (or any of its agents, employees, contractors, representatives, subtenants or invitees), to include repaving in the event it is necessary to disturb the pavement installed by the Grantee

4. Grantor shall use and cause its agents, employees, contractors, guests and invitees to use the Easement in a manner that complies with all applicable laws. Grantor shall not use the Easement for general parking or storage.

5. The Grantee shall not maintain the Conveyed Property in a manner that impairs the ability or capacity of the Grantor to fully utilize the Easement. The Grantee shall be granted exclusive use of the Property, but for the specific rights to the real property reserved to the Grantor. The Grantor agrees that the Grantee's paving of a private alley on the Conveyed Property will not impair the ability or capacity of the Grantor to fully utilize the Easement. The Grantor agrees that, but for any activities necessary for the Grantor to fully utilize the Easement, the Grantee shall have the right to use the private alley in anyway not disturbing the Grantee's utilities.

6. The Grantee shall permit the owners of the properties described on Exhibit C-1 (the "Adjoining Properties") to maintain in perpetuity any of the existing encroachments located on the Conveyed Property as shown on the Survey attached hereto as Exhibit C-2. The Grantee shall allow any owner of any Adjoining Property to perform all necessary repairs and maintenance of the encroachments as may be reasonably necessary from time to time. The Grantee shall have the

right to prevent the owners of the Adjoining Properties from parking in, or blocking in anyway, the Grantee's real property.

7. The terms, conditions, covenants, agreements and easements contained herein shall run with the land and are binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns.

Exhibit C-1 to Quitclaim Deed

Description of Adjoining Properties

Tract 1

Beginning at a PK nail located south 64 degrees 35 minutes 40 seconds west 104.28 feet from the centerline intersection of Franklin Street and South Second Street and being in the southern line of a brick sidewalk; said iron pin also being located in the northwestern corner of the Jeffrey K. Robinson Property (Vol. 844, Page 2347, ROMCT); thence along the western boundary line of Robinson, south 11 degrees 07 minutes 49 seconds east 100.00 feet to a PK nail located in the northern boundary line of the Franklin Street Corp. Property (Vol. 854, Page 892, ROMCT); thence along said northern boundary line of Franklin Street Corp. Property, south 79 degrees 01 minute 55 seconds west 18.62 feet to a PK nail; thence leaving the northern boundary line of the Franklin Street Corp. Property and along the eastern boundary line of the Christine L. Roberts Property (Vol. 1390, Page 1908, ROMCT), north 11 degrees 07 minutes 15 seconds west 100.00 feet to a PK nail in the said southern line of the brick sidewalk; thence leaving the Roberts boundary line and along the said southern boundary of the brick sidewalk, north 79 degrees 01 minute 55 seconds east, 18.61 feet to the point of beginning, according to survey of Ben Robert Weakley, TRLS No. 1457 of Weakley Brothers Engineering, P.O. Box 3409, 2121 Old Ashland City Road, Clarksville, TN 37043, dated 3-19-12 with a Job No. of 12-201.

The survey shows that the eastern, western and southern boundary lines are along the walls of a 2 story building with basement.

Being the same property which was conveyed to BKTurner Holding LLC, a Tennessee limited liability company, by deed from Todd Hansrote and wife, Suzette Hansrote of record in Volume 1434, Page 831, of the Register's Office for Montgomery County, Tennessee.

Parcel ID: 066G K 01400 000.

Tract 2

Beginning at a PK Nail in the south margin of Franklin Street, said PK Nail being at the Northwest corner of the Carson Castleman Property and also being South 69 degrees 21 minutes 03 seconds West, 142.32 feet from the centerline intersection of 2nd Street and Franklin Street, thence from said point of beginning south 11 degrees 55 minutes 33 seconds East, 147.48 to a PK Nail; thence South 78 degrees 35 minutes 56 seconds West, 24.07 feet to a PK Nail; thence North 10 degrees 47 minutes 53 seconds West, 147.64 feet to a PK Nail in the south margin of Franklin Street; thence with the south margin of Franklin Street, North 79 degrees 01 minutes 55 seconds East, 21.16 feet to the point of beginning, containing 3,336.9 square feet, more or less, according to a survey of J. Vernon Weakley, TRLS#1596, of Weakley Brother's Surveying, dated 7/31/03 and being further designated as Job No. 03-336B.

This property is subject to Special Assessment of record in ORBV 654, Page 890, in the Register's Office for Montgomery County, Tennessee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants,

bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

Being the same property conveyed to Grumpy's Enterprises LLC by Quitclaim Deed from Grumpy's Bail Bonding, LLC, of record in ORBV 1509, Page 756, in the Register's Office for Montgomery County, Tennessee.

This property is further identified as tax parcel #66G-K-11 in the Montgomery County Tax Assessor's Office.

Parcel ID:066G K 01100 000.

Tract 3

Reality at the southwest corner of Franklin and Second Streets, bounded on the north by Franklin Street, on the east by second street, on the south by an alley, and on the west by Stone (formerly the M. L. Cross Co.), fronting on Franklin Street 24 feet 10 inches and running back 95 feet to said alley.

This being the same realty conveyed to Deborah S. Evans by deed from Charles W. Smith, of record in Volume 609, Page 303, Register's Office for Montgomery County, Tennessee and by Quitclaim Deed from James Larry Cohoon. of record in Volume 1719, Page 1029, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066G K 01700 000.

Tract 4

Fronting 22-1/4 feet on the south side of Franklin Street, and running back to an alley, bounded north by Franklin Street, south by said alley, east by the property of Mrs. Cornelia Turnley, now occupied by Pennebaker, on the west by the property of Mrs. Clara Burney, now occupied by I. P. Gerhart Store.

INCLUDED in the above-described property BUT EXPRESSLY EXCLUDED HEREFROM is the following described real estate to wit:

But off of the same there was sold a strip fronting 8 inches on Franklin Street and back the full length of the above lot along the western edge thereof, fully set out in a deed executed by L. Gauchat dated August 26, 1878 and of record in Deed Book 18, Page 325, to which reference is here made, and the said strip of ground was conveyed to Kincannon Wood & Company by the said last mentioned deed and is not herein conveyed.

This being the same real estate conveyed to Christine L. Roberts by Cash Warranty Deed from Carson Castleman of record in ORBV 1390, Page 1908, in the Register's Office for Montgomery County, Tennessee. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Montgomery County, Tennessee is 66G-K-13.

Parcel ID: 066G K 01300 000.

Exhibit C-2 to Quitclaim Deed

Copy of Survey

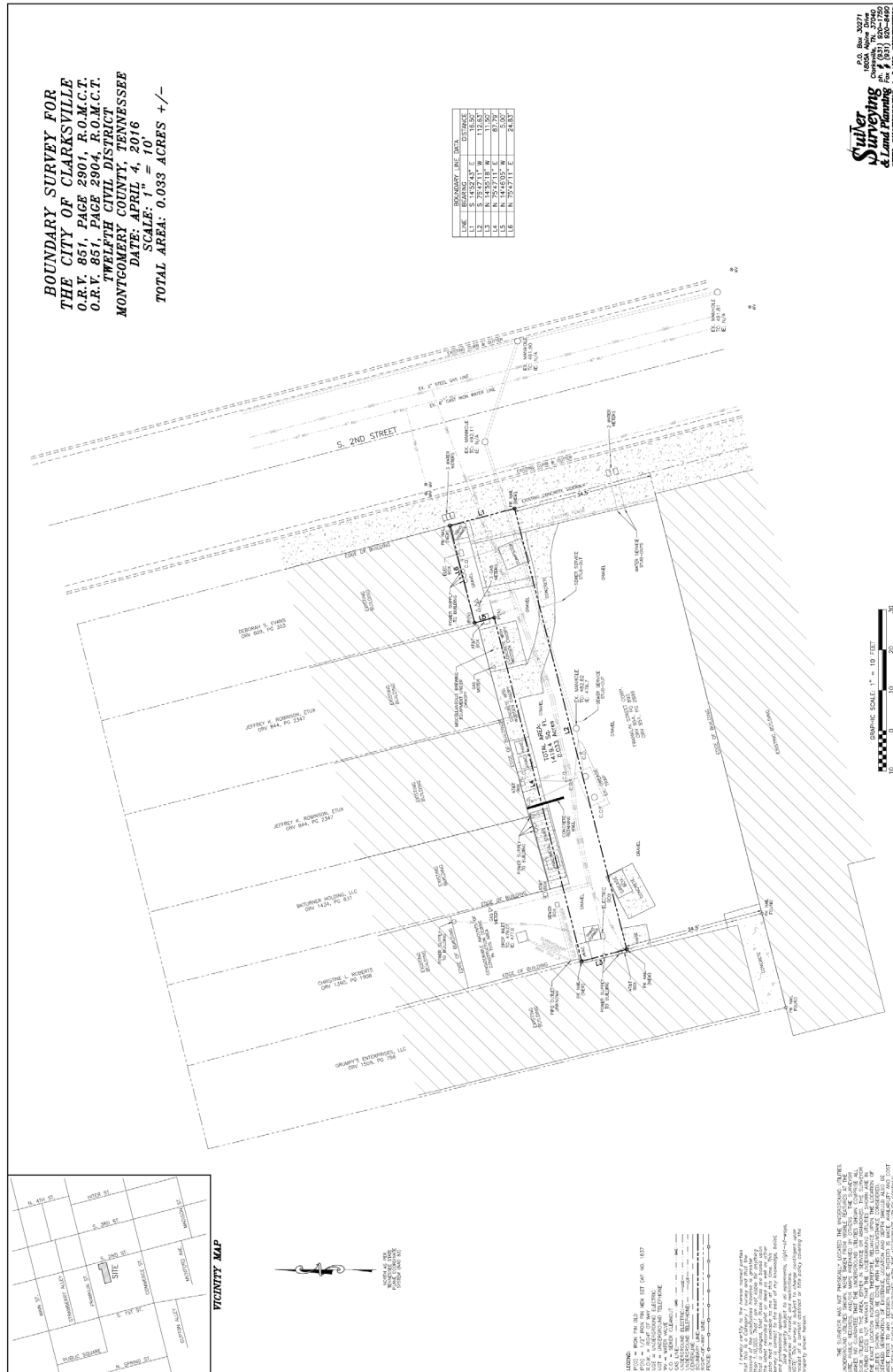


EXHIBIT 8

[Intentionally Deleted]

EXHIBIT 9

Form of Public Utilities and Drainage Easement Agreement

Map & Parcel: 66G-K-019.00
Source: Volume (ORV) 851, Page (PG) 2899 ROMCT (Portion)
and (ORV) 854, Page (PG) 892 ROMCT (Portion)

This Instrument Prepared By:
James L. Murphy III
Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203

GRANT OF PUBLIC UTILITIES AND DRAINAGE EASEMENT

For a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRANKLIN STREET CORPORATION, a Tennessee corporation (the "Grantor"), does hereby grant, transfer and convey to the CITY OF CLARKSVILLE, TENNESSEE, a Tennessee municipal corporation (hereinafter called Grantee), its successors and assigns, a non-exclusive, permanent easement within which to construct, install, operate, maintain, change the size of, inspect, alter, replace and remove, combined sewer utilities, and associated appurtenances, with the area subject to said easement being shown on Exhibit A, which is attached hereto and incorporated herein, and is more particularly described as follows:

Being a Permanent Utility Easement containing a portion of the Franklin Street Corp.'s Property that is located in the 12th Civil District of Montgomery County, Tennessee, said easement being more particularly described as follows:

Commencing at the point of beginning for this easement, a magnetic nail, N: 801384.02, E: 1569280.21, said point being the northeast corner of the Franklin Street Corporation property as described in Deed Book V891, Page 2899 and Deed Book V854, Page 892, said point also being the southeast corner of the City of Clarksville property as described in Deed Book V851, Page 2901, said point also being a point in the west right-of-way of S. 2nd Street;

Thence along the west right-of-way of S. 2nd Street, S 14° 40' 56" E for a distance of 5.83 feet to a point on a line; thence leaving said right-of-way of S. 2nd Street, S 75° 51' 19" W for a distance of 87.64 feet to a point on a line; thence, S 27° 24' 54" W for a distance of 17.04 feet to a point on a line; thence, N 62° 35' 06" W for a distance of 10.00 feet to a point on a line; thence, N 27° 24' 54" E for a distance of 15.97 feet to a point on the north boundary line of said Franklin Street Corporation property; thence along said Franklin Street Corporation north boundary line, N 75° 51' 26" E a distance of 95.78 feet to the point of termination of Permanent Utility Easement, said point also being the point of beginning of Permanent Utility Easement.

Said Permanent Utility Easement measuring approximately 700 square feet, or 0.016 acres.

Being a portion of the property conveyed to Franklin Street Corporation by Warranty Deed recorded in Official Record Volume (ORV) 851, Page (PG) 2899 at the Register's Office of Montgomery County, Tennessee (ROMCT) and by Warranty Deed recorded in Official Record Volume (ORV) 854, Page (PG) 892 at the ROMCT.

Grantor hereby agrees that Grantee, its successors and assigns, may keep the easement clear of any debris, roots, growth or obstructions that may interfere with any utility line(s), and appurtenances thereto. Grantor covenants that no excavation, building, structure or obstruction of any kind will be constructed or permitted on said utility line easement and that it will not destroy, weaken or damage any utility line(s) or associated appurtenances, or interfere with the operation thereof or the flowage of combined sewer therein. The Grantee agrees that the Grantor's paving of any portion of the area subject to said easement will not destroy, weaken or damage any utility line(s) or associated appurtenances, or interfere with the operation thereof or the flowage of combined sewer therein.

Said easement is granted and conveyed subject to the limitations, restrictions, agreements and requirements set out herein, and further subject to any matters appearing of record.

Following any work performed by Grantor in the easement area, Grantor shall promptly remove all debris and shall otherwise restore such area to substantially the same condition as such area existed prior to such work.

Grantee shall not allow any mechanics, materialmen or similar lien to attach to the Grantor Property as a result of the work of Grantee.

TO HAVE AND TO HOLD the above-described easement with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors and assigns, forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the underlying land in fee simple and of the utility line easement, has a good right to convey said easement, and the easement is unencumbered, except for matters of record; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said easement to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

[SIGNATURE PAGES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2021, at Clarksville, Tennessee.

GRANTOR:

FRANKLIN STREET CORPORATION, a Tennessee corporation

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the _____ of Franklin Street Corporation, a Tennessee corporation, and as such _____. (s)he is authorized by the corporation to execute this instrument on behalf of the corporation.

Witness my hand and seal at _____ [City], _____ [State], this _____ day of _____, 2021.

Notary Public

My commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

GRANTEE:

THE CITY OF CLARKSVILLE,
a Tennessee municipal corporation

By: _____
Mayor Joe Pitts

ATTEST:

Sylvia Skinner, City Clerk

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS MY HAND, at office, this the _____ day of _____, 2021.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I hereby swear or affirm that a municipality is the Grantee of the property transferred, that pursuant to Tenn. Code Ann. § 67-4-409 (f)(1), this transfer of realty is tax-exempt, and that no oath of value is required pursuant to Tenn. Code Ann. § 67-4-409 (a)(5).

AFFIANT

Sworn to and subscribed before me on this the _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____

Drawing of Easement Area

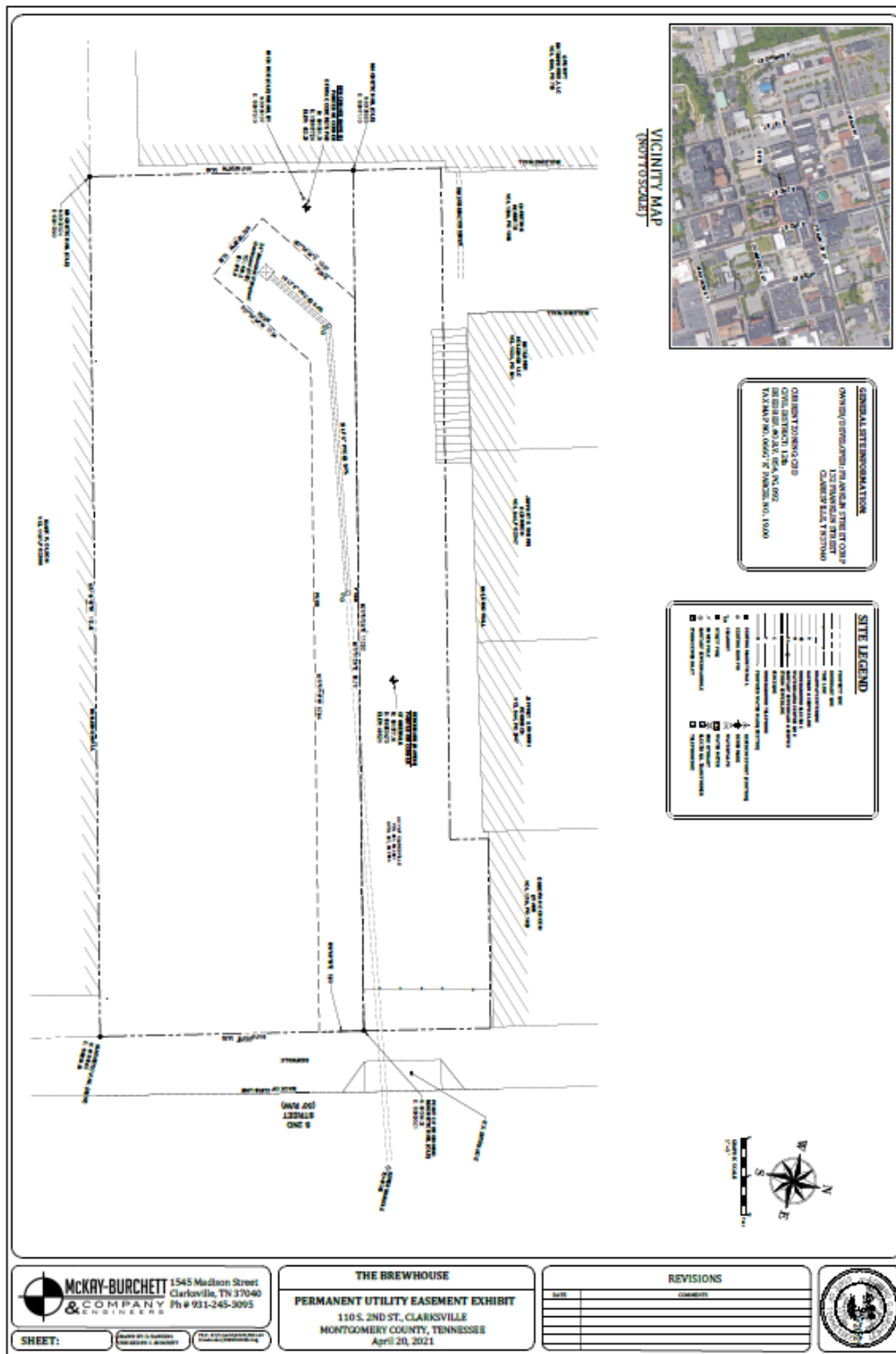


EXHIBIT 10

Form of Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into as of the ____ day of _____, 2021, by and among Jeffrey Robinson and Sherri Robinson, (collectively the "Robinsons"), Franklin Street Corporation, a Tennessee corporation ("FSC") and the City of Clarksville, Tennessee (the "City") (each a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the Robinsons own certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit A attached hereto (the "Robinson Property");

WHEREAS, FSC owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit B attached hereto (the "FSC Property");

WHEREAS, the City owns certain property contiguous to the Robinson Property and the FSC Property, being more particularly described on Exhibit C attached hereto (the "City Property");

WHEREAS, the Robinsons and FSC have asserted certain claims against the City in a lawsuit that was filed in the Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, et al., v. The City of Clarksville, Tennessee*, No. CC16CV1410, and is now on appeal in the Court of Appeals of Tennessee, styled as *Jeffrey Robinson, et al., v. City of Clarksville*, No. M2020-01299-COA-R3-CV (the "Initial State Court Lawsuit");

WHEREAS, FSC has asserted certain claims against the City in a lawsuit that is pending in United States District Court for the Middle District of Tennessee, styled as *Franklin Street Corporation, v. The City of Clarksville*, Case No. 3:20-cv-00523 (the "Federal Court Lawsuit"); and

WHEREAS, Jeffery Robinson has asserted certain claims against the City, Joseph Pitts, officially as Mayor for the City and Lance Baker, officially as City Attorney for the City, in a lawsuit that is pending in the Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville*, Docket No. CC-20-CV-2247 (the "Second State Court Lawsuit"); and

WHEREAS, the City has retained McKay-Burchett & Company Engineers ("McKay-Burchett") to conduct a drainage study and prepare plans (the "Construction Plans") to reroute a portion of the stormwater drainage flowing to a stormwater inlet located on the property owned

Christine L. Roberts (the “Roberts Inlet”) to the location on the FSC Property as shown on the Construction Plans; and

WHEREAS, pursuant to a Project Agreement (the “Project Agreement”) by and among the Parties, the City has agreed to: (i) reimburse the Robinsons and/or FSC for a portion of the cost of extending the combined sewer line on the FSC Property to a new grate inlet, the construction of a retaining wall and the alteration of existing downspouts (the “Drainage Improvements”) as shown on the Construction Plans, (ii) pay the “Additional Consideration (as defined in the Project Agreement) and (ii) transfer the City Property to the Robinsons; and

WHEREAS, in exchange for the City’s agreement to make the payment of the Additional Consideration and to reimburse the Robinsons and/or FSC for a portion of the cost of the Drainage Improvements and the conveyance of the City Property to the Robinsons, the Robinsons and FSC, have agreed to dismiss with prejudice the Federal Court Lawsuit and the Second State Court Lawsuit and release certain claims as described in this Agreement,

NOW THEREFORE, the Robinsons, FSC and the City enter into this Agreement for the consideration and purposes expressed herein:

1. Dismissal of Federal Court Lawsuit. No later than three (3) business days after the date of the Closing (as defined in the Project Agreement), FSC shall file the Notice of Dismissal (with Prejudice), attached hereto as Exhibit D, dismissing all of its claims in the Federal Court Lawsuit against the City with prejudice. Any court costs assessed in connection with the Federal Court Lawsuit shall be paid by FSC. All parties shall bear their own fees and costs, including attorneys’ fees. Neither party shall seek discretionary costs consistent with Rule 54, Federal Rules of Civil Procedure.

2. Dismissal of Second State Court Lawsuit. No later than three (3) business days after the date of the Closing (as defined in the Project Agreement), Jeffery Robinson shall file the Agreed Order Voluntary Dismissal with Prejudice attached hereto as Exhibit E, dismissing all of his claims in the Second State Court Lawsuit against the City and the City Parties with prejudice. Any court costs assessed in connection with the Second State Court Lawsuit shall be paid by Jeffery Robinson. All parties shall bear their own fees and costs, including attorneys’ fees. Neither party shall seek discretionary costs consistent with Rule 54, Tennessee Rules of Civil Procedure.

3. Robinsons’ Release of the City. The Robinsons, on behalf of themselves and their representatives, related entities, affiliates, parents, subsidiaries, predecessors, successors, assigns and current and former directors, officers, agents and employees, hereby irrevocably and unconditionally releases, discharges and covenants not to sue the City and its affiliates, successors, assigns and its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, from and for: (i) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, whether known or unknown, disclosed or undisclosed, that, in the broadest sense, in any way arise out of or are related to any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet that occurred prior to the Effective Date; (ii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City in the Federal Court

Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Federal Court Lawsuit; and (iii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers in the Second State Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Second State Court Lawsuit. Nothing contained in the foregoing release and covenant not to sue shall apply to, affect or serve as a defense to any claims previously asserted by the Robinsons against the City, or attempted to be asserted against former Mayor Kim McMillan, in the Initial State Court Lawsuit. This is not a release of any claim set forth in the Initial State Court Lawsuit, including, without limitation, any and all claims by the Robinsons which were previously asserted in the Initial State Court Lawsuit. The settlement set forth herein and the compensation and the land transfers made by the parties pursuant to the Project Agreement shall not be plead by the City as an affirmative defense to any claims which were previously asserted by the Robinsons in the Initial State Court Lawsuit. The compensation paid pursuant to the Project Agreement shall not be plead in any way as satisfaction of any claims which were previously asserted by the Robinsons in the Initial State Court Lawsuit. This includes all claims which were previously asserted by the Robinsons in the Initial State Court Lawsuit but dismissed by the Trial Court which may be reinstated by the Tennessee Court of Appeals and any claims attempted to be brought against former Mayor Kim McMillan which were previously asserted by the Robinsons in the Initial State Court Lawsuit. The foregoing exception to the release by the Robinsons shall not apply to any person or entity not specifically named as a party defendant in the original Complaint or any proposed Amended Complaint filed with the Trial Court in the Initial State Court Lawsuit, including but not limited to Mayor Joe Pitts, Lance Baker, Charlie Gentry, Pat Hickey, Jack Frazier, Mark Riggins Garth Branch and Richard Stevens, both in their official capacity and their individual capacity.

4. FSC's Release of the City. FSC, on behalf of itself and its representatives, related entities, affiliates, parents, subsidiaries, predecessors, successors, assigns and current and former directors, officers, agents and employees, hereby irrevocably and unconditionally releases, discharges and covenants not to sue the City and its affiliates, successors, assigns and its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, from and for: any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, whether known or unknown, disclosed or undisclosed, that, in the broadest sense, in any way arise out of or are related to any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet that occurred prior to the Effective Date; and (ii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, that have been asserted against the City or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Federal Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Federal Court Lawsuit, and (iii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers in the Second State Court Lawsuit, or which could have been

asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Second State Court Lawsuit. Nothing contained in the foregoing release and covenant not to sue shall apply to, affect or serve as a defense to any claims previously asserted by FSC against the City, or attempted to be asserted against former Mayor Kim McMillan, in the Initial State Court Lawsuit. This is not a release of any claim set forth in the Initial State Court Lawsuit, including, without limitation, any and all claims by FSC which were previously asserted in the Initial State Court Lawsuit. The settlement set forth herein and the compensation and the land transfers made by the parties pursuant to the Project Agreement shall not be plead by the City as an affirmative defense to any claims which were previously asserted by FSC in the Initial State Court Lawsuit. The compensation paid pursuant to the Project Agreement shall not be plead in any way as satisfaction of any claims which were previously asserted by FSC in the Initial State Court Lawsuit. This includes all claims which were previously asserted by FSC in the Initial State Court Lawsuit but dismissed by the Trial Court which may be reinstated by the Tennessee Court of Appeals and any claims attempted to be brought against former Mayor Kim McMillan which were previously asserted by FSC in the Initial State Court Lawsuit. The foregoing exception to the release by FSC shall not apply to any person or entity not specifically named as a party defendant in the original Complaint or any proposed Amended Complaint filed with the Trial Court in the Initial State Court Lawsuit, including, but not limited to, Mayor Joe Pitts, Lance Baker, Charlie Gentry, Pat Hickey, Jack Frazier, Mark Riggins Garth Branch, and Richard Stevens, both in their official capacity and their individual capacity.

5. No Admission of Liability. The facts, claims and issues that have been or which may be asserted by Robinsons and/or FSC, (i) regarding any flooding from or obstruction of the Roberts Inlet, (ii) in the Federal Court Lawsuit, and (iii) in the Second State Court Lawsuit are all disputed by the City. The settlement of the claims regarding any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet, the settlement of the Federal Court Lawsuit and the settlement of the Second State Court Lawsuit and consideration provided herein to the Robinsons and/or FSC is NOT an acknowledgment by the City, or by any official, employee or agent of the City, of the merits of any flooding claims made by the Robinsons or FSC, or any position taken by the Robinsons or FSC, in the Federal Court Lawsuit or the Second State Court Lawsuit or a statement of the position of the City, or of any official, employee or agent of the City, regarding the facts in dispute, or a finding of any fact as to any issue in dispute. This Agreement does not, and shall not, constitute an admission by the City, or of any official, employee or agent of the City, of any violation of any federal, state or local law or regulation, or of a violation of any rights, privileges or immunities of the Robinsons, FSC or of any other person or entity.

6. Consent and Authority. The Robinsons, FSC and the City represent and warrant that they have the full and proper consent and authority of the persons or entities for which they sign to enter into this Agreement. The Robinsons, FSC and the City represent and warrant that they are the full and sole owners of the claims, demands and/or causes of action released and settled in this Agreement, that they have the full authority and consent to execute the Agreement and to settle and release all such claims, demands and/or causes of action, and that the claims, demands, causes of action and/or other matters released in this Agreement have not been assigned, transferred, or otherwise encumbered.

7. Full Knowledge. The Robinsons, FSC and the City represent to all other Parties that they have carefully read and reviewed and know and understand the contents of this Agreement, that they have discussed the terms of this Agreement with their respective counsel, and that they have executed this Agreement freely, knowingly and voluntarily.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Robinsons, FSC and the City.

9. Amendment. This Agreement may not be amended or otherwise altered except by an agreement in writing signed by all of the Parties listed below.

10. Applicable Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with, and its construction and performance shall be governed by, the laws of the State of Tennessee without giving effect to the conflict of laws or choice of laws thereof. Exclusive venue for any litigation arising out of or relating to this Agreement shall be in the U. S. District Court for the Middle District of Tennessee or in the state courts located in Montgomery County, Tennessee.

11. Waiver of Jury Trial. Each Party, for itself and its successors and assigns, hereby waives any right to trial by jury in connection with any litigation arising out of this Agreement.

12. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman. If any Party to this Agreement is made up of more than one (1) person or entity, then all of the persons and/or entities comprising such Party shall be jointly and severally liable hereunder. This Agreement and the Additional Documents (as defined in the "Project Agreement") constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the Parties. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile signatures, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto.

14. Severance. If any part of this Agreement is found unlawful or unenforceable, the remainder of this Agreement shall not be affected by that finding.

15. Exhibits. The Parties acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

16. Expenses. Each Party shall be responsible for the payment of the attorneys' fees that it incurs in connection with the preparation of this Agreement.

17. Effective Date. The "Effective Date" of this Agreement shall be the date of the Closing as defined in the Project Agreement. In the event the Closing does not occur pursuant to the terms of the Project Agreement, then this Agreement shall have no force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date set forth below.

THE CITY OF CLARKSVILLE, TENNESSEE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Sylvia Skinner, City Clerk
DATE: _____

JEFFREY ROBINSON

DATE: _____

SHERRI ROBINSON

DATE: _____

FRANKLIN STREET CORPORATION

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Exhibit A to Settlement Agreement

Description of the Robinsons Property

Tract 1: 132 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

Tract 2: 134 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

This description was taken from Official Record Book Volume 726, Page 1377, in the Register's Office for Montgomery County, Tennessee.

Tract 1-Parcel ID: 066G K 01500 000

Tract 2-Parcel ID: 066G K 01600 000

This is the same realty conveyed to Jeffrey K. Robinson and wife, Sherri L. Robinson, by deed of record in Official Record Book Volume 844, Page 2347, in the Register's Office for Montgomery County, Tennessee, as to both tracts.

Exhibit B to Settlement Agreement

Description of FSC Property

Being a tract of land situated in the 12th Civil District in Clarksville, Montgomery County, Tennessee, and being more fully described as follows:

BEGINNING at a point in the west right of way of Second Street, said point being South 14 degrees 41 minutes 37 seconds East, 111.50 feet from the intersection of the south right of way of Franklin Street and said west right of way of said Second Street, said point being the northeast corner of said herein tract described;

THENCE with said Second Street, South 14 degrees 41 minutes 37 seconds East, 34.50 feet to a point, said point being the southeast corner of the said Albert Marks property, said point also being the northeast corner of the Mark Olson property, ORBV.816, Page 1355, R.O.M.C.T., said point also being southeast corner of said herein tract described;

THENCE leaving said Second Street and with the north line of said Olson property, South 76 degrees 02 minutes 27 seconds West, 113.76 feet to a point, said point being the southwest corner of said Albert Marks property, said point also being the southeast corner of the D & S Investments property, ORBV. 651, Page 1101, said point also being the southwest corner of said herein tract described;

THENCE leaving said Olson property and with the east line of said D & S Investments property, North 14 degrees 41 minutes 37 seconds West, 34.50 feet to a point, said point being the northwest corner of said herein tract described;

THENCE leaving said D & S Investments property, North 76 degrees 02 minutes 27 seconds East, 113.16 feet to a point of beginning.

Said tract containing 3904 square feet or 0.09 acres more or less.

Said tract being subject to all easements, right of ways, restrictions and conveyances of record.

Being a portion of the property conveyed to Franklin Street Corporation by deeds of record in ORBV 851, Page 2899 and ORBV 854, Page 892, Register's Office for Montgomery County, Tennessee.

This description excludes the property conveyed to the City of Clarksville by deed of record in ORBV 851, Page 2901, Register's Office for Montgomery County, Tennessee.

Parcel ID:

Parcel ID: 066G K 01900 000

Exhibit C to Settlement Agreement

Description of City Property

Being a Tract of land situated in the 12th Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1st Street, and west of, and adjacent to S. 2nd Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2nd Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2nd Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2nd Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Robert's property, and the southern lines of the BKTurner Holding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans' property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.

Exhibit D to Settlement Agreement

Form of Notice of Dismissal of the Federal Court Lawsuit

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

FRANKLIN STREET CORPORATION,

Plaintiff,

v.

THE CITY OF CLARKSVILLE,
TENNESSEE,

Defendant.

Case No. 3:20-cv-00523

Judge Aleta A. Trauger

**FRANKLIN STREET CORPORATION'S
RULE 41(A)(1)(A)(i) NOTICE OF DISMISSAL**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Franklin Street Corporation hereby gives notice that it is dismissing this action with prejudice (with costs taxed as paid) due to the parties' settlement of the claims at issue in this matter.

Dated: _____, 2021.

Mark R. Olson ((#11630))
Olson & Olson, PLC
112 S. Second Street, Suite 200
Clarksville, TN 37040
931-648-1517

Attorney for Plaintiff, Franklin Street Corporation

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by email on the following:

Lance A. Baker
One Public Square
Clarksville, TN 37040
lance.baker@cityofclarksville.com

James L. Murphy III
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
jmurphy@bradley.com

Mike J. Stephens
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
mstephens@bradley.com

Attorneys for Defendant, The City of Clarksville, Tennessee

on this the _____ day of _____, 2021.

Mark R. Olson

Exhibit E to Settlement Agreement

**Form of Agreed Order Voluntary Dismissal with
Prejudice of the Second -State Court Lawsuit**

**IN THE CIRCUIT COURT FOR
MONTGOMERY COUNTY, TENNESSEE, AT CLARKSVILLE**

| | | |
|---|---|-------------------------------|
| JEFFERY ROBINSON, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Case No. CC-20-CV-2247 |
| |) | |
| CITY OF CLARKSVILLE, JOSEPH PITTS, |) | JUDGE HICKS |
| officially as Mayor for the City of Clarksville, |) | |
| and LANCE BAKER, officially as City |) | |
| Attorney for the City of Clarksville, |) | |
| |) | |
| Defendants. |) | |
| |) | |

AGREED ORDER OF VOLUNTARY DISMISSAL WITH PREJUDICE

It appear to the satisfaction of the Court, as evidenced the by signatures of the parties' counsel below, that the Plaintiff and the Defendants have reached a compromise and settlement of any and all claims against all Defendants pertaining to the events described in the Complaint and this matter should be dismissed with prejudice.

Accordingly, the Court hereby ORDERS that:

1. The Plaintiff's Complaint against the City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville and individually, and Lance Baker, officially as City Attorney for the City of Clarksville and individually, is hereby DISMISSED WITH PREJUDICE.
2. Any costs associated with the Complaint are taxed to Plaintiff.

IT IS SO ORDERED.

Entered this the ____ day of _____, 2021.

ROSS H. HICKS
CIRCUIT COURT JUDGE

APPROVED FOR ENTRY BY:

**OFFICE OF THE CITY ATTORNEY
CITY OF CLARKSVILLE, TN**

By: _____

LANCE A. BAKER, #015152

NEIL C. STAUFFER, # 035447

One Public Square

Clarksville, TN 37040

lance.baker@cityofclarksville.com

neil.stauffer@cityofclarksville.com

Telephone: (931) 553-2475

Facsimile: (931) 221-0122

Attorneys for Defendant City of Clarksville

-and-

Mark R. Olson

112 South Second Street, Suite 200

Clarksville, TN 37040

molson@olsonplc.com

Telephone: (931) 648-1517

Facsimile: (931) 648-9186

Taylor R. Dahl

498 Grant Avenue

Clarksville, TN 37040

tdahl@taylordahllaw.com

Telephone: (931) 245-5060

Facsimile: (931) 245-5062

Attorneys for Plaintiff, Jeffrey Robinson

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing has been served upon the following by hand delivery and/or regular U.S. Mail, postage prepaid, on this the ____ day of _____, 2021:

I hereby certify that a true and correct copy of the foregoing was served by email on the following:

Lance A. Baker
One Public Square
Clarksville, TN 37040
lance.baker@cityofclarksville.com

Neil C. Stauffer
One Public Square
Clarksville, TN 37040
neil.stauffer@cityofclarksville.com

Attorneys for Defendant, The City of Clarksville, Tennessee

on this the _____ day of _____, 2021.

Mark R. Olson

RESOLUTION 35-2021-22

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF CLARKSVILLE TO SIGN A PROPOSAL WITH TENNESSEE DEPT. OF TRANSPORTATION FOR PROJECT NUMBER _____.

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

That the Mayor be authorized to sign Attachment A with the Tennessee Department of Transportation for the road improvement project.

ADOPTED:

Mayor

ATTEST

City Clerk

P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF CLARKSVILLE, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the City of Clarksville, Tennessee, hereinafter "CITY", designated as Federal Project No. HSIP-236(7), State Project No. 63037-0229-94,63037-3229-94,63037-2229-94,63037-1229-94 , that is described as "From Tobacco Road to Needmore Road Route: SR-236", provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this

Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20____.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
JOSEPH GALBATO, III
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

Index Of Sheets

R.O.W. INDEX OF SHEETS

| | |
|--|--------|
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STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING

MONTGOMERY COUNTY

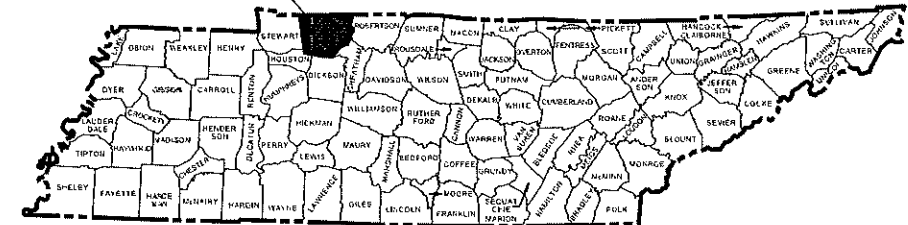
SR-236
FROM TOBACCO ROAD
TO NEEDMORE ROAD
L.M. 1.55 TO L.M. 4.46
RIGHT-OF-WAY

STATE HIGHWAY NO. 236 U.S. ROUTE NO.

| | | |
|---|-----|------|
| DOES THIS PROJECT QUALIFY FOR UTILITY CHAPTER 86 | YES | NO X |
| WORK ZONE SIGNIFICANCE DETERMINATION | | |
| SIGNIFICANT | YES | NO X |

| | | |
|--------------------|---------------|----------------|
| TENN. | YEAR 2021 | SHEET NO. 1 |
| FED. AID PROJ. NO. | HSIP-236(7) | |
| STATE PROJ. NO. | 63037-2229-94 | |

MONTGOMERY COUNTY
PROJECT NO. 63037-2229-94

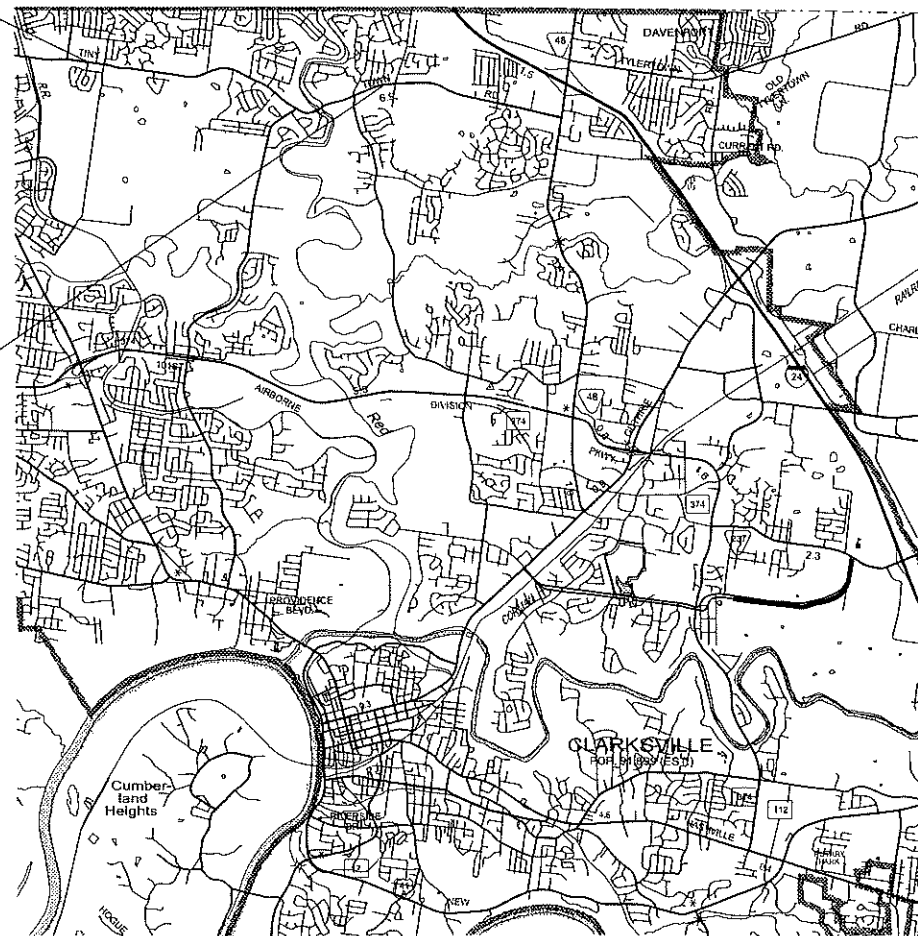


63037-2229-94
END PROJECT NO. HSIP-236(7) R.O.W.

STA. 11+34.00 SR-236
N 839803.7977 E 1554532.5784

63037-2229-94
BEGIN PROJECT NO. HSIP-236(7) R.O.W.

STA. 198+04.00 SR-236
N 838591.0495 E 1572001.1530



NO EXCLUSIONS

R.O.W.
PLANS

SEALED BY

APPROVED: Paul D. Degges
PAUL D. DEGGES, CHIEF ENGINEER

DATE:

APPROVED: Clay Bright
CLAY BRIGHT, COMMISSIONER

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT ROAD SP. SV. 2: STEPHEN K. BRYAN, P.E., P.T.O.E.

DESIGNER: COREY NELSEN, EI

CHECKED BY: GERALD BOLDEN, P.E., P.T.O.E.

P.E. NO. 63037-2229-94 (DESIGN)

PIN NO. 125484.00

R.O.W. LENGTH 0.008 MILES
PROJECT LENGTH 3.413 MILES

SR-236

| SURVEY 09/23/19 | TRAFFIC DATA |
|-----------------|-------------------|
| | ADT (2021) 32,840 |
| | ADT (2041) 33,660 |
| | DHV (2041) 3,587 |
| | D 60 - 40 |
| | T (ADT) 10 % |
| | T (DHV) 7 % |
| | V 45 MPH |

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 0.99998 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 8-15-19, MODEL g2003u07.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED:

DIVISION ADMINISTRATOR

DATE

9/29/2021 12:51:46 PM X:\4452 - TDOT On-Call Traffic 2017\WO #4 - SR 236_Montgomery Co\Signal Design\sheets\003 - ROW Notes, Details, Utility Owners, Acquisition Table.sht

R.O.W. ACQUISITION TABLE

| TRACT NO. | PROPERTY OWNERS | COUNTY RECORDS | | | | TOTAL AREA ACRES | | | AREA TO BE ACQUIRED ACRES | | | AREA REMAINING ACRES | | EASEMENT (SQUARE FEET) | | |
|-----------|--|----------------|------------|-------------------------|------|------------------|-------|-------|---------------------------|-------|----------|----------------------|-------|------------------------|-------|--------|
| | | TAX MAP NO. | PARCEL NO. | DEED DOCUMENT REFERENCE | | LEFT | RIGHT | TOTAL | LEFT | RIGHT | TOTAL | LEFT | RIGHT | PERM. DRAINAGE | SLOPE | CONST. |
| | | | | BK. | PAGE | | | | | | | | | | | |
| 1 | PLANTATION ESTATES, SECTION 7 HOMEOWNERS ASSOCIATION, INC. | 7I E | 1 | 1381 | 323 | 0.232 | | 0.232 | 230 S.F. | | 230 S.F. | 0.227 | | | | |
| 2 | FRANK HAROLD DARNELL JR & SAMUEL HUGHES JOHNSON JR ETUX | 7 | 16.05 | 1497 | 963 | | 5.067 | 5.067 | | | | | 5.067 | | | |
| 3 | PLANTATION ESTATES, SECTION 7 HOMEOWNERS ASSOCIATION, INC. | 7I D | 1 | 1381 | 323 | 0.283 | | 0.283 | 160 S.F. | | 160 S.F. | 0.279 | | | | |
| 4 | HEATHER A COCKRELL | 7P F | 5 | 1050 | 280 | | 1.550 | 1.550 | | | | | 1.550 | | | |
| 5 | NATHAN D AND MISTY A BARBER | 7I D | 2 | 1947 | 2023 | 0.330 | | 0.330 | | | | 0.330 | | | | |
| 6 | PRENETTE O HUNTER AND MICHAEL MILLER | 7P F | 4 | 1686 | 930 | | 0.644 | 0.644 | | | | | 0.644 | | | |

UTILITY

- (1) THE LOCATIONS OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THEREFORE, RELIANCE UPON THE TYPE, SIZE, AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION, AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) OR NOT MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.
- (2) UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY THE UTILITY OR ITS REPRESENTATIVE. THE CONTRACTOR AND UTILITY OWNERS WILL BE REQUIRED TO COOPERATE WITH EACH OTHER IN ORDER TO EXPEDITE THE WORK REQUIRED BY THIS CONTRACT. ON CONTRACTS WHERE CONSTRUCTION STAKES, LINES, AND GRADES ARE CONTRACT ITEMS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE RIGHT-OF-WAY OR SLOPE STAKES, DITCH OR STREAM BED GRADES, OR OTHER ESSENTIAL SURVEY STAKING TO PREVENT CONFLICTS WITH THE HIGHWAY CONSTRUCTION. FREQUENTLY, THIS WILL BE REQUIRED AS THE FIRST ITEM OF WORK AND AT ANY LOCATION ON THE PROJECT DIRECTED BY THE ENGINEER.
- (3) THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.
- (4) PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND CLEAR CUTTING IS NECESSARY FOR A UTILITY RELOCATION. ANY ADDITIONAL COST WILL BE INCLUDED IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.
- (5) THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-106. NOTIFICATION BY CALLING THE

UTILITY OWNERS

CABLE:
CHARTER COMMUNICATION (SPECTRUM)
1850 BUSINESS PARK DR SUITE 101
CLARKSVILLE, TN 37043
CONTACT: DANIEL JOHNSTON
OFFICE PHONE: 931 981 3269
EMAIL: DANIEL.JOHNSTON@CHARTER.COM

ELECTRIC:
CLARKSVILLE DEPT. OF ELECTRIC
2021 WILMA RUDOLPH BLVD
CLARKSVILLE, TN 37040
CONTACT: DANIEL KIMBELL
OFFICE PHONE: 931 905 7251
EMAIL: DANIEL.KIMBELL@CDELIGHTBAND.COM

ELECTRIC:
CUMBERLAND ELECTTRIC
1940 MADISON STREET
CLARKSVILLE, TN 37043
CONTACT: MARK COOK
OFFICE PHONE: 931 645 2481 EXT 1117
EMAIL: MCOOK@CEMC.ORG

TELEPHONE:
AT&T
333 COMMERCE STREET ROOM 23C 142
NASHVILLE, TN 37201
CONTACT: KIM BEAN
OFFICE PHONE: 615 848 9459
EMAIL: KB1078@ATT.COM

GAS:
BP PIPELINE (NORTH AMERICA) INC.
150 W. WARRENVILLE RD., BLDG 605-3
NAPERVILLE, IL 60563
CONTACT: ALICE JOHNSON
OFFICE PHONE: 630 536 2519
EMAIL: ALICE@JOHNSON@BP.COM

SEWER:
CLARKSVILLE GAS AND WATER
2215 MADISON ST
CLARKSVILLE, TN 37043
CONTACT: MARK RIGGINS
OFFICE PHONE: 931 645 7400
EMAIL: GASANDWATER@CITYOFCLARKSVILLE.COM

FIBER:
AT&T FIBER
360 GEES WILL BUSINESS PKWY
CONYERS, GA 30013
CONTACT: TRINA IVEY
OFFICE PHONE: 678 641 5522
EMAIL: KI2863@ATT.COM

STREET DEPARTMENT:
CLARKSVILLE STREET DEPT
199 10TH STREET
CLARKSVILLE, TN 37040
CONTACT: CHRIS COWAN
OFFICE PHONE: 931 645 7464
EMAIL: CHRIS.COWAN@CITYOFCLARKSVILLE.COM

WATER, SEWER AND GAS:
CITY OF CLARKSVILLE
2215 MADISON STREET
CLARKSVILLE, TN 37043
CONTACT: MARK RIGGINS
OFFICE PHONE: 931 645 7400
EMAIL: MARK.RIGGINS@CITYOFCLARKSVILLE.COM

DISTURBED AREA

| | |
|--|-------------|
| IN BETWEEN SLOPE LINE | 0.0937 (AC) |
| 15 FOOT WIDE STRIP (OUTSIDE SLOPE LINES) | 0.0000 (AC) |
| TOTAL DISTURBED AREA | 0.0937 (AC) |
| [1] TOTAL PROJECT AREA | 1.1385 (AC) |

NOTE:
1. THIS INCLUDES PAVEMENT MILLED AND OVERLAY AND TRAFFIC SIGNAL COMPONENT AREA

R.O.W.
PLANS

SEALED BY

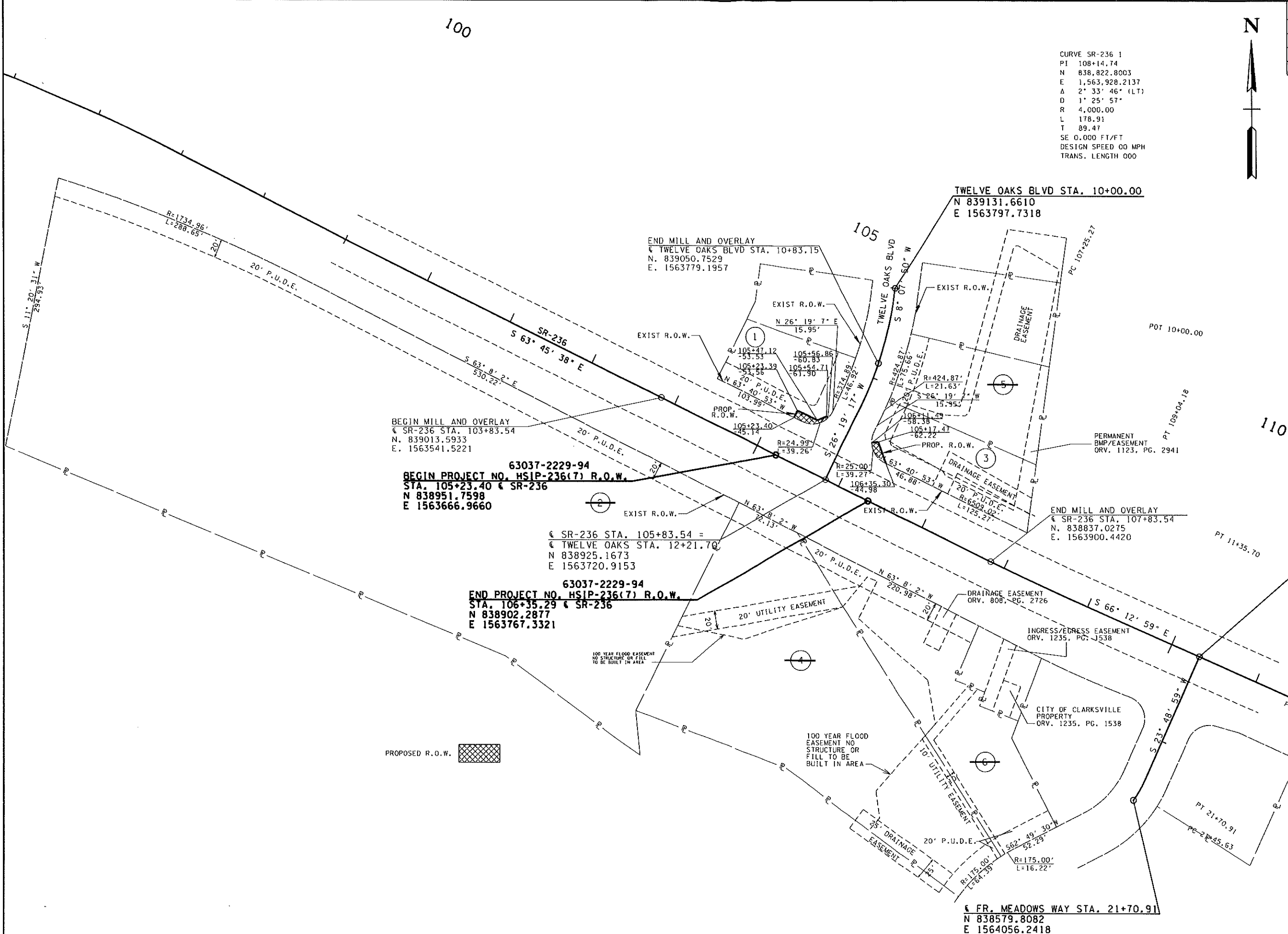
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY NOTES,
UTILITY NOTES,
UTILITY OWNERS,
AND ACQUISITION TABLE

| TYPE | YEAR | PROJECT NO. | SHEET NO. |
|--------|------|-------------|-----------|
| R.O.W. | 2021 | HSIP-236(7) | 3A |
| | | | |
| | | | |



CURVE SR-236 1
 PI 108+14.74
 N 838,822.8003
 E 1,563,928.2137
 A 2° 33' 46" (LT)
 D 1° 25' 57"
 R 4,000.00
 L 178.91
 T 89.47
 SE 0.000 FT/FT
 DESIGN SPEED 00 MPH
 TRANS. LENGTH 000



R.O.W.
 PLANS

SEALED BY

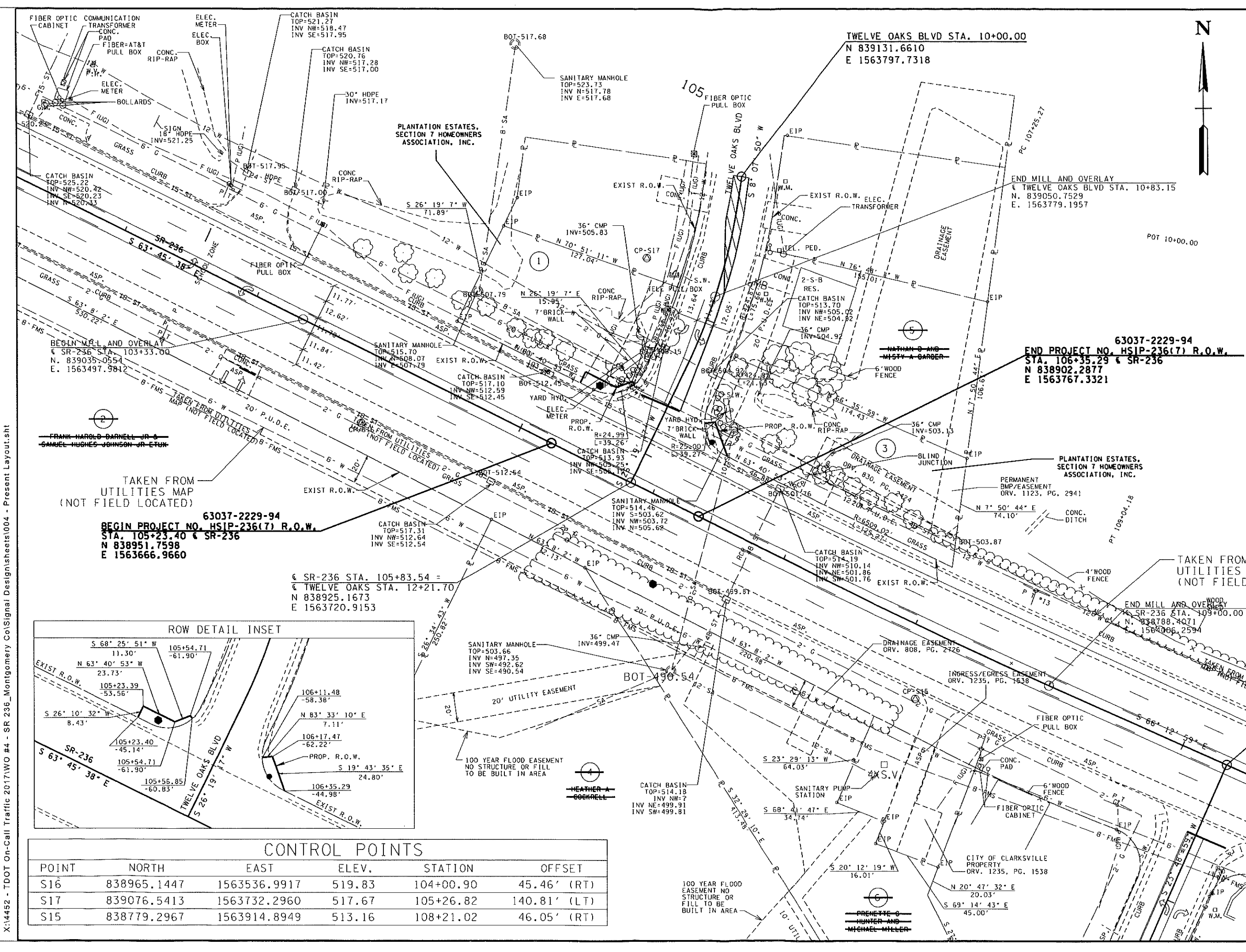
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STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

PROPERTY MAP

SCALE: 1"=50'

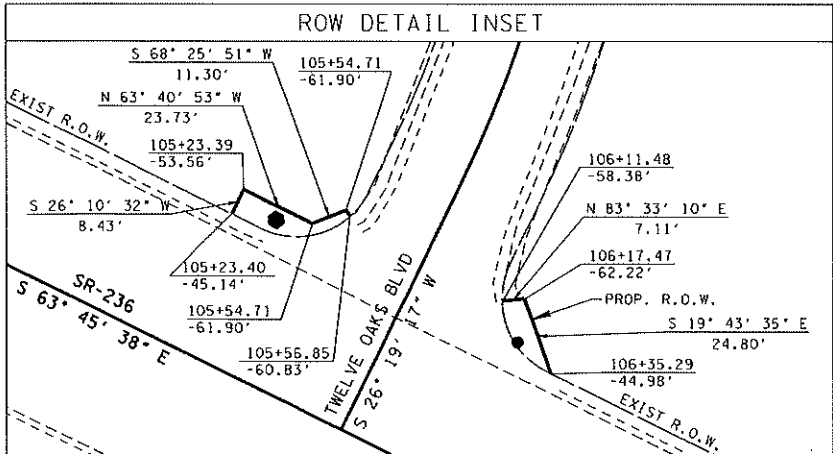
| TYPE | YEAR | PROJECT NO. | SHEET NO. |
|--------|------|-------------|-----------|
| R.O.W. | 2021 | HSIP-236(7) | 4 |
| | | | |
| | | | |



TAKEN FROM
UTILITIES MAP
(NOT FIELD LOCATED)

63037-2229-94
BEGIN PROJECT NO. HSIP-236(7) R.O.W.
STA. 105+23.40 & SR-236
N 838951.7598
E 1563666.9660

& SR-236 STA. 105+83.54 =
& TWELVE OAKS STA. 12+21.70
N 838925.1673
E 1563720.9153



| POINT | NORTH | EAST | ELEV. | STATION | OFFSET |
|-------|-------------|--------------|--------|-----------|--------------|
| S16 | 838965.1447 | 1563536.9917 | 519.83 | 104+00.90 | 45.46' (RT) |
| S17 | 839076.5413 | 1563732.2960 | 517.67 | 105+26.82 | 140.81' (LT) |
| S15 | 838779.2967 | 1563914.8949 | 513.16 | 108+21.02 | 46.05' (RT) |

R.O.W.
PLANS

SEALED BY

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STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PRESENT
LAYOUT

SCALE: 1"= 30'

| TYPE | YEAR | PROJECT NO. | SHEET NO. |
|--------|------|-------------|-----------|
| R.O.W. | 2021 | HSIP-236(7) | 4A |
| | | | |
| | | | |



TWELVE OAKS BLVD STA. 10+00.00
N 839131.6610
E 1563797.7318

Pc 101+25.27

END MILL AND OVERLAY
+ TWELVE OAKS BLVD STA. 10+83.15
N. 839050.7529
E. 1563779.1957

POT 10+00.00

PT 109+04.18

BEGIN MILL AND OVERLAY
+ SR-236 STA. 103+33.00
N. 839035.0554
E. 1563497.9812

END PAVEMENT MARKINGS
STA. 10+83.15
END 6" SLOPING CONCRETE CURB
STA. 11+63.86
OFF. 20.87' RT
STD. DWG. MM-CR-5
ALTERNATIVE "A"
SIGNAL POLE # 1
STA. 105+36.50
OFF. 49.50 LT
BEGIN 6" SLOPING
CONCRETE CURB
STA. 105+35.93
OFF. 41.30' LT

INSTALL RIGHT TURN ARROW
INSTALL LEFT TURN ARROW
8" SSWL
8" DSYL
INSTALL 25' STOP LINE
STA. 11+62.37
INSTALL 10' LONGITUDINAL CROSS-WALK
BEGIN 6" SLOPING CONCRETE CURB
STA. 11+64.85
OFF. 25.42' LT
STD. DWG. MM-CR-5
ALTERNATIVE "A"
PEDESTRIAN POLE
STA. 106+21.50
OFF. 49.00 LT
END 6" SLOPING CONCRETE CURB
STA. 106+39.23
OFF. 41.43' LT

INSTALL RIGHT TURN ARROW 50'
FROM STOP LINE
12" DIAGONAL CHEVRON
CHANNELIZATION MARKINGS
8" SSWL
8" DWL

END MILL AND OVERLAY
+ SR-236 STA. 109+00.00
N. 838788.4071
E. 1564006.2594

63037-2229-94
BEGIN PROJECT NO. HSIP-236(7) R.O.W.
STA. 105+23.40 + SR-236
N 838951.7598
E 1563666.9660

+ SR-236 STA. 105+83.54 =
+ TWELVE OAKS STA. 12+21.70
N 838925.1673
E 1563720.9153

63037-2229-94
END PROJECT NO. HSIP-236(7) R.O.W.
STA. 106+35.29 + SR-236
N 838902.2877
E 1563767.3321

SIGNAL POLE # 2
STA. 106+27.00
OFF. 55.00 RT

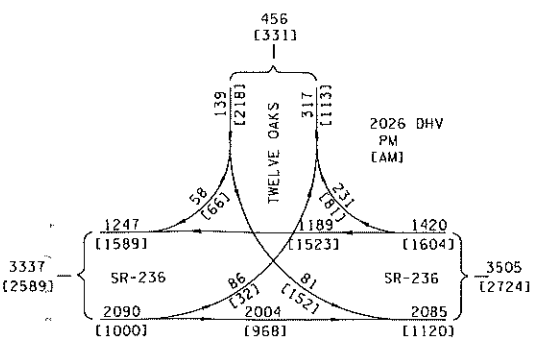
INSTALL 36' STOP LINE
STA. 105+33.50

INSTALL 33' STOP LINE
STA. 106+33.50

100' STORAGE LANE

150' TAPER

END PAVEMENT MARKINGS
STA. 109+00.00



MILL AND OVERLAY AREA

| MARKING ABBREVIATIONS | |
|-----------------------|-----------------------------|
| SSWL | - SINGLE SOLID WHITE LINE |
| SSYL | - SINGLE SOLID YELLOW LINE |
| BSWL | - SINGLE BROKEN WHITE LINE |
| BSYL | - SINGLE BROKEN YELLOW LINE |
| DSYL | - DOUBLE SOLID YELLOW LINE |
| DWL | - DOTTED WHITE LINE |

NOTES:
1) REFER TO SHEET SIG-1
FOR TRAFFIC SIGNAL DESIGN
2) REFER TO SIGNING AND MARKING
SHEETS FOR PROPOSED SIGNS
AND RAISED PAVEMENT MARKERS.

R.O.W.
PLANS

SEALED BY

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1988 WITH GEOID 8-15-19, MODEL g2003u07.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PROPOSED
LAYOUT

SCALE: 1"= 30'