



**CLARKSVILLE CITY COUNCIL  
EXECUTIVE SESSION  
APRIL 25, 2013, 4:30 P.M.**

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

**AGENDA**

**1) PLANNING COMMISSION**

1. **ORDINANCE 78-2012-13** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Eric Huneycutt for zone change on property at West Washington Street and Kline Alley from R-4 Multiple Family Residential District to CBD Central Business District *(RPC: Approval/Approval)*
2. **ORDINANCE 79-2012-13** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Gateway Financial Services, Howard Poff-Agent, for zone change on property at Rossview Road and Earl Slate Road from R-1 Single Family Residential District to R-2D Two Family Residential District *(RPC: Approval/Approval)*
3. **RESOLUTION 47-2012-13** Adopting the 2013-14 through 2017-18 Public Improvements Program *(RPC: Approval)*

**2) CONSENT AGENDA**

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

1. **ORDINANCE 77-2012-13** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Joe A. Winn, Jr. and Joe Winn, David Riggins-Agent, for zone change on property at Tiny Town Road & Barkers Mill Road from AG Agricultural District to C-5 Highway & Arterial Commercial District

2.     **RESOLUTION 44-2012-13**    Approving a retail liquor store Certificate of Compliance for Horace Heggie, Jr. (Pals Package Store, 1820 Madison Street)
3.     Adoption of Minutes: Special Session March 28<sup>th</sup>, Regular Session April 4<sup>th</sup>

3) COMMUNITY DEVELOPMENT COMMITTEE

*David Allen, Chair*

4) FINANCE COMMITTEE

*Joel Wallace, Chair*

1.     **ORDINANCE 75-2012-13** (First Reading) Accepting property from Charles C. Powers for the Hickory Wild Sewer Lift Station (*Finance Committee: Approval*)
2.     **RESOLUTION 45-2012-13** Authorizing issuance and sale of refunding bonds for the City of Clarksville Electric System, not to exceed \$52,000,000 (*Power Board & Finance Committee: Approval*)
3.     **RESOLUTION 46-2012-13** Adopting the 2013-14 Action and Budget for the Community Development Block Grant and HOME Programs (*Finance Committee: Approval*)

5) GAS & WATER COMMITTEE

*Jeff Burkhart, Chair*

6) PARKS, RECREATION, GENERAL SERVICES

*Wallace Redd, Chair*

7) PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire, Police)

*Geno Grubbs, Chair*

1.     **RESOLUTION 43-2012-13** Authorizing a Mutual Aid Agreement with Montgomery County Volunteer Fire Service (*Public Safety Committee: Approval*)

8) STREET COMMITTEE

*James Lewis, Chair*

9) TRANSPORTATION COMMITTEE

*Marc Harris, Chair*

10) MAYOR AND STAFF REPORTS

11) ADJOURNMENT

12) PUBLIC COMMENTS

ORDINANCE 78-2012-13

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF ERIC HUNEYCUTT FOR ZONE CHANGE ON PROPERTY AT WEST WASHINGTON STREET AND KLINE ALLEY

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

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

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at an 1" pipe in the north right of way of West Washington Street and the east right of way of Kline's Alley lying North 42 degrees 06 minutes 31 seconds East for 15.22 feet from the intersection of the centerlines of West Washington Street and Kline's Alley, also being the southwest corner of herein described parcel; Thence along the Kline's Alley east right of way, North 04 degrees 55 minutes 42 seconds East for 188.66 feet to an 1" pipe; Thence continuing along the east right of way, North 02 degrees 57 minutes 25 seconds East for 40.22 feet to a nail in the southwest corner of the Centerstone Community property as recorded in ORV 386, Page 2121 ROMCT, being the northwest corner of herein described parcel; Thence leaving the right of way along the south property line of Centerstone, South 81 degrees 36 minutes 21 seconds East for 67.67 feet to a ½" rebar being the southeast corner of Centerstone property; Thence along the Centerstone east property line, North 05 degrees 02 minutes 49 seconds East for 40.02 feet to a ½" rebar capped Young, also being the southwest corner of the Mario Raygoza property as recorded in ORV 995, Page 129 ROMCT; Thence along Raygoza south property line, South 80 degrees 51 minutes 46 seconds East for 44.07 feet to a 1" pipe at the southwest corner of the Mario Raygoza property as recorded in ORV 793, Page 907 ROMCT; Thence continuing along Raygoza south property line, South 84 degrees 55 minutes 12 seconds East for 41.80 feet to a ½" pipe lying in the west property line of the John Davenport property as recorded in ORV 43, Page 155 ROMCT; Thence leaving the Raygoza property along the west property line of Davenport property, South



07 degrees 12 minutes 08 seconds West for 20.93 feet to an iron stake at the northwest corner of the Davenport property as recorded in ORV 312, Page 5 ROMCT; Thence along the west property line of the Davenport property, South 02 degrees 07 minutes 24 seconds West for 111.60 feet to a ½" rebar capped Byrd, lying at the northwest corner of the John Davenport property as recorded in ORV 1015, Page 382 ROMCT; Thence along said Davenport west property line, South 06 degrees 00 minutes 55 seconds West for 137.61 feet to a 2" pipe at the southwest corner of the Dwight Eversole property as recorded in ORV 1348, Page 301 ROMCT, lying in the north right of way of West Washington Street; Thence along the north right of way, North 83 degrees 43 minutes 52 seconds West for 32.26 feet to a railroad spike; Thence continuing along the right of way, North 84 degrees 42 minutes 26 seconds West for 48.31 feet to an iron stake' Thence continuing along the right of way, North 79 degrees 16 minutes 04 seconds West for 73.83 feet to the point of beginning. Said parcel-contains 0.90 +/- acres. Tax Map 66-J-D, Parcel(s) 14.00 thru 20.00

ORDINANCE 79-2012-13

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF GATEWAY FINANCIAL SERVICES, HOWARD POFF-AGENT, FOR ZONE CHANGE ON PROPERTY AT ROSSVIEW ROAD AND EARL SLATE ROAD

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

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

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point in the east ROW of Rossview Rd. said point 425+/- feet north of the Earl Slate Rd and the Rossview Rd. intersection said point also being the southwest corner of the Welch Properties property, thence with the south property line of the Welch Property 403 +/- feet to a point, thence in a northerly direction with the Welch east property line 183 +/- feet to a point, said point being the southeast corner of the Harvey E. Hoskins property, thence in an easterly direction with the southern boundary of the Hoskins property 237 +/- feet to a point said point being the northwest corner of the William Clark Jr. property, thence in a southerly direction with the Clark property line 213 +/- feet to a point said point being in the northern boundary of the John Key property, thence in a westerly direction 636 +/- feet to a point in the eastern ROW of Rossview Rd. thence in a northerly direction with the Rossview Rd. ROW 12 +/- feet to the point of beginning, said tract containing 1.17 +/- acres. (Tax Map 041 Parcel 166.00)

### CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on: May 2, 2013. The public hearing will be held on: May 2, 2013.

CITY ORD. #: 78-2012-13      RPC CASE NUMBER: Z-6-2013

Applicant:      ERIC HUNEYCUTT

Location:      7 parcels located north of and adjacent to West Washington St. and east of and adjacent to Kline Alley.

Ward #:      6 / 7

Request:      R-4 Multiple-Family Residential District  
to  
CBD Central Business District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

CITY ORD. #: 79-2012-13      RPC CASE NUMBER: Z-7-2013

Applicant:      GATEWAY FINANCIAL SERVICES

Agent:      Howard Poff

Location:      Property fronting on the east side of Rossvie Rd. 430 +/- feet north of the centerline of the Rossvie Rd & Earl Slate Rd. Intersection.

Ward #:      11 / 12

Request:      R-1 Single-Family Residential District  
to  
R-2D Two-Family Residential District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

\*\*\*\*\*

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 4/24/2013

**CASE NUMBER:** Z - 6 - 2013

**NAME OF APPLICANT:** Eric

Huneycutt

**AGENT:**

---

**GENERAL INFORMATION**

**PRESENT ZONING:** R-4

**PROPOSED ZONING:** CBD

**EXTENSION OF ZONE**

**CLASSIFICATION:** NO

**APPLICANT'S STATEMENT  
FOR PROPOSED USE:**

**PROPERTY LOCATION:** 7 parcels located north of and adjacent to West Washington St. and east of and adjacent to Kline Alley.

**ACREAGE TO BE REZONED:** 0.9 +/-

**DESCRIPTION OF PROPERTY AND SURROUNDING USES:** 5 Single family residences and 2 vacant parcels with steep topography.

**GROWTH PLAN AREA:**

**CITY TAX PLAT:** 66-J-D

**PARCEL(S):** 14.00 thru 20.00

**CIVIL DISTRICT:** 12th

**CITY COUNCIL WARD:** 6 / 7

**COUNTY COMMISSION DISTRICT:** 17

**PREVIOUS ZONING HISTORY:**

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

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

- ☒ CITY ENGINEER
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)
- ☒ CHARTER COMM.

- ☒ BELL SOUTH
- ☒ FIRE DEPARTMENT
- ☐ EMERGENCY MANAGEMENT
- ☒ POLICE DEPARTMENT
- ☐ SHERIFF'S DEPARTMENT
- ☒ CITY BUILDING DEPT.
- 1. ☐ COUNTY BUILDING DEPT.
- ☒ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL

- ☐ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ Other...

#### 1. CITY ENGINEER/UTILITY DISTRICT:

May Require Wastewater System Upgrades During Development.

2.

#### 1a. COST TO ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

#### 2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

3.

#### 2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

#### 3. DRAINAGE COMMENTS:

4.

#### 3a. DRAINAGE COST:

5.

No Comment(s) Received

#### 4. CDE/CEMC:

#### 4a. COST TO CDE/CEMC:

6.

#### 5. CHARTER COMM./BELL SOUTH:

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

7.

Comments Received From Department And They Had No Concerns.

#### 6. FIRE DEPT/EMERGENCY MGT.:

#### 6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

Comments Received From Department And They Had No Concerns.

#### 7. POLICE DEPT/SHERIFF'S OFFICE:

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

9.

No Comment(s) Received

#### 8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

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

#### 9. SCHOOL SYSTEM:

ELEMENTARY: NORMAN SMITH

MIDDLE SCHOOL: ROSSVIEW

HIGH SCHOOL: ROSSVIEW

10.

#### 9a. COST TO SCHOOL SYSTEM:

#### 10. FT. CAMPBELL:

#### 10a. COST TO FT. CAMPBELL:

#### 11. OTHER COMMENTS:

11.



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**  
**STAFF REVIEW - ZONING**

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

IMPACT OF PROPOSED USE ON Minimal  
SURROUNDING DEVELOPMENT:

**INFRASTRUCTURE:**

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: WEST WASHINGTON ST. & KLINE ALLEY

DRAINAGE:  
WEST TO EAST

**DEVELOPMENT ESTIMATES:**

**APPLICANT'S ESTIMATES**

**HISTORICAL ESTIMATES**

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

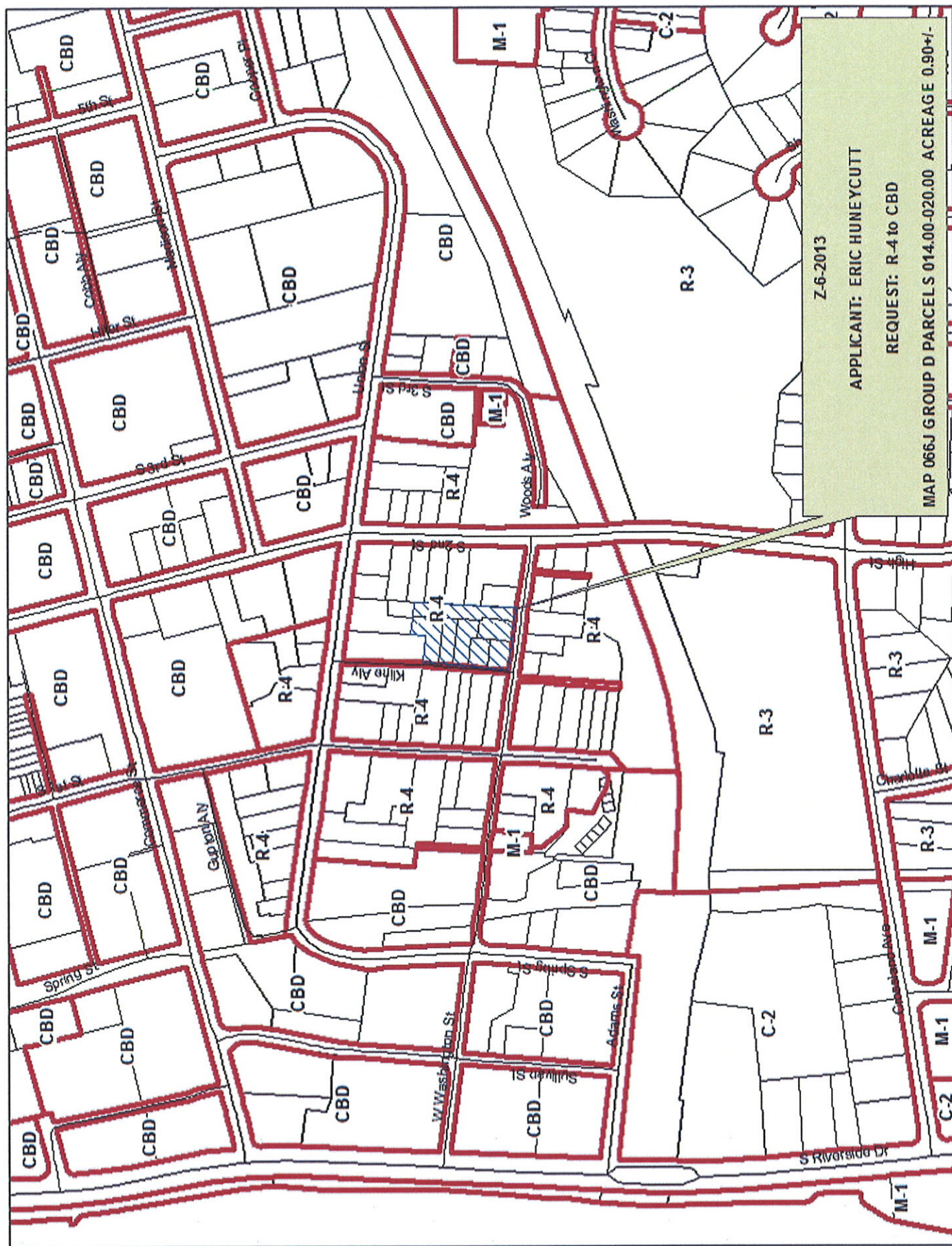
**APPLICABLE COMPREHENSIVE PLAN ELEMENTS:**

CBD Planning Area: Promote more dense development in areas w/ adequate infrastructure. Keep development density levels similar through use of compatible zoning districts. Clarksville Land Use Master Plan Downtown District Partnership: Increase density of downtown development, increase housing in CBD. Reintroducing housing into downtown has been identified as a redevelopment goal.

**STAFF RECOMMENDATION: APPROVAL**

1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. No adverse environmental issues were identified relative to this request.
4. Proposed rezoning provides an opportunity for redevelopment and is consistent with the redevelopment goals for the downtown area.





**CASE NUMBER:** Z 6 2013 **MEETING DATE** 4/24/2013

**APPLICANT:** Eric Huneycutt

**PRESENT ZONING** R-4

**PROPOSED ZONING** CBD

**TAX PLAT #** 66-J-D

**PARCEL** 14.00 thru 20.00

**GEN. LOCATION** 7 parcels located north of and adjacent to West Washington St. and east of and adjacent to Kline Alley.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 10:30 a.m. on 4/24/2013 (jhb).



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 4/24/2013

**CASE NUMBER:** Z - 7 - 2013

**NAME OF APPLICANT:** Gateway

Financial Services

**AGENT:** Howard

Poff

---

**GENERAL INFORMATION**

**PRESENT ZONING:** R-1

**PROPOSED ZONING:** R-2D

**EXTENSION OF ZONE**

**CLASSIFICATION:** YES TO THE

**APPLICANT'S STATEMENT** Future duplex.  
**FOR PROPOSED USE:**

**PROPERTY LOCATION:** Property fronting on the east side of Rossvie Rd. 430 +/- feet north of the centerline of the Rossvie Rd & Earl Slate Rd. Intersection.

**ACREAGE TO BE REZONED:** 1.17 +/-

**DESCRIPTION OF PROPERTY** Wooded flag shaped lot.  
**AND SURROUNDING USES:**

**GROWTH PLAN AREA:**

CITY **TAX PLAT:** 041

**PARCEL(S):** 166.00

**CIVIL DISTRICT:** 6th

**CITY COUNCIL WARD:** 11 / 12 **COUNTY COMMISSION DISTRICT:** 2

**PREVIOUS ZONING HISTORY:** Z-12-2002 & Z-20-2010 Adjacent west.  
**(to include zoning, acreage and**  
**action by legislative body)**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

- ☒ CITY ENGINEER
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)
- ☒ CHARTER COMM.

- ☒ BELL SOUTH
- ☒ FIRE DEPARTMENT
- ☐ EMERGENCY MANAGEMENT
- ☒ POLICE DEPARTMENT
- ☐ SHERIFF'S DEPARTMENT
- ☒ CITY BUILDING DEPT.
- 1. ☐ COUNTY BUILDING DEPT.
- ☒ SCHOOL SYSTEM OPERATIONS
- ☐ FT. CAMPBELL

- ☐ DIV. OF GROUND WATER
- ☐ HOUSING AUTHORITY
- ☐ INDUSTRIAL DEV BOARD
- ☐ Other...

#### 1. CITY ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

2.

#### 1a. COST TO ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

#### 2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

3.

#### 2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

#### 3. DRAINAGE COMMENTS:

4.

#### 3a. DRAINAGE COST:

5.

#### 4. CDE/CEMC:

#### 4a. COST TO CDE/CEMC:

6.

#### 5. CHARTER COMM./BELL SOUTH:

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

7.

Comments Received From Department And They Had No Concerns.

#### 6. FIRE DEPT/EMERGENCY MGT.:

#### 6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

Comments Received From Department And They Had No Concerns.

#### 7. POLICE DEPT/SHERIFF'S OFFICE:

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

No Comment(s) Received

9.

#### 8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

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

#### 9. SCHOOL SYSTEM:

ELEMENTARY: ST. B.

MIDDLE SCHOOL: ROSSVIEW

HIGH SCHOOL: ROSSVIEW

10.

#### 9a. COST TO SCHOOL SYSTEM:

#### 10. FT. CAMPBELL:

#### 10a. COST TO FT. CAMPBELL:

11.

#### 11. OTHER COMMENTS:

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**  
**STAFF REVIEW - ZONING**

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

IMPACT OF PROPOSED USE ON Minimal  
SURROUNDING DEVELOPMENT:

**INFRASTRUCTURE:**

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: ROSSVIEW RD.

DRAINAGE:  
NORTH TO SOUTH

**DEVELOPMENT ESTIMATES:**

**APPLICANT'S ESTIMATES**

**HISTORICAL ESTIMATES**

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

**APPLICABLE COMPREHENSIVE PLAN ELEMENTS:**

Rossvie

**STAFF RECOMMENDATION: APPROVAL**

1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. No adverse environmental issues were identified relative to this request.
4. Request is an extension of the existing R-2D to the west.
- 5.



Z-7-2013

APPLICANT: GATEWAY FINANCIAL SERVICES  
AGENT: HOWARD POFF

REQUEST: R-1 to R-2D

MAP 041 PARCEL 166.00 ACREAGE 1.17 +/-



**CASE NUMBER:** Z 7 2013 **MEETING DATE** 4/24/2013

**APPLICANT:** Gateway Financial Services

**PRESENT ZONING** R-1

**PROPOSED ZONING** R-2D

**TAX PLAT #** 041

**PARCEL** 166.00

**GEN. LOCATION** Property fronting on the east side of Rossvie Rd. 430 +/- feet north of the centerline of the Rossvie Rd & Earl Slate Rd. Intersection.

\*\*\*\*\*

**PUBLIC COMMENTS**

None received as of 10:30 a.m. on 4/24/2013 (jhb).

RESOLUTION 47-2012-13

A RESOLUTION ADOPTING THE 2013-2014 THROUGH 2017-2018 PUBLIC IMPROVEMENTS PROGRAM COMPILED BY THE CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

*WHEREAS,* the provision, nature and location of public facilities have a great influence on the pattern of urban growth, facilitating a need to anticipate present and future requirements of a growing community, and outline them in general planning proposals; and

*WHEREAS,* the Public Improvements Program has been compiled from an on-going annual process of constructive feedback from various functional departments, boards, agencies, and commissions of the City;

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

That the Public Improvements Program, 2013-2014 through 2017-2018, compiled by the Clarksville-Montgomery County Regional Planning Commission, and the same is hereby adopted to be used as a financial tool for making decisions concerning future public improvement projects and to serve as a guideline and information source when considering the City Budget.

*PUBLIC HEARING:*  
*ADOPTED:*

**2013-2014 CAPITAL BUDGET/PUBLIC  
IMPROVEMENTS PROGRAM**

# **CITY DEPARTMENTS**



**CAPITAL IMPROVEMENTS PROGRAM**  
**Building and Codes**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

Project Number	Project Description	Priority	Estimated Starting Date For Proposed Expenditures	Budgeted Expenses Prior to 1-Jul-13	Amount Remaining To Be Budgeted	Estimated Total Cost Of Project	Impact on Operating Budget
1	VEHICLE	B	10/01/15	\$ 0	\$ 34,630	\$ 34,630	\$ 0
2	VEHICLE	B	10/1/16/	0	17,815	17,815	0
1	VEHICLE	B	10/01/17	0	18,315	18,315	0
1	VEHICLE	B	10/01/18	0	18,815	18,815	0
2	0	BLANK	01/00/00	0	0	0	0
3	0	BLANK	01/00/00	0	0	0	0
4	0	BLANK	01/00/00	0	0	0	0
5	0	BLANK	01/00/00	0	0	0	0
6	0	BLANK	01/00/00	0	0	0	0
7	0	BLANK	01/00/00	0	0	0	0
8	0	BLANK	01/00/00	0	0	0	0
9	0	BLANK	01/00/00	0	0	0	0
10	0	BLANK	01/00/00	0	0	0	0
11	0	BLANK	01/00/00	0	0	0	0
12	0	BLANK	01/00/00	0	0	0	0
13	0	BLANK	01/00/00	0	0	0	0
14	0	BLANK	01/00/00	0	0	0	0
15	0	BLANK	01/00/00	0	0	0	0
16	0	BLANK	01/00/00	0	0	0	0
17	0	BLANK	01/00/00	0	0	0	0
18	0	BLANK	01/00/00	0	0	0	0
19	0	BLANK	01/00/00	0	0	0	0
20	0	BLANK	01/00/00	0	0	0	0
21	0	BLANK	01/00/00	0	0	0	0
22	0	BLANK	01/00/00	0	0	0	0
23	0	BLANK	01/00/00	0	0	0	0
24	0	BLANK	01/00/00	0	0	0	0
25	0	BLANK	01/00/00	0	0	0	0
26	0	BLANK	01/00/00	0	0	0	0
27	0	BLANK	01/00/00	0	0	0	0
28	0	BLANK	01/00/00	0	0	0	0
29	0	BLANK	01/00/00	0	0	0	0
30	0	BLANK	01/00/00	0	0	0	0
31	0	BLANK	01/00/00	0	0	0	0
32	0	BLANK	01/00/00	0	0	0	0
33	0	BLANK	01/00/00	0	0	0	0
34	0	BLANK	01/00/00	0	0	0	0
35	0	BLANK	01/00/00	0	0	0	0
36	0	BLANK	01/00/00	0	0	0	0
37	0	BLANK	01/00/00	0	0	0	0
38	0	BLANK	01/00/00	0	0	0	0
39	0	BLANK	01/00/00	0	0	0	0

CAPITAL IMPROVEMENTS PROGRAM  
City Garage  
PROPOSED SUMMARY PROJECT DATA SHEET  
July 1, 2013 through June 30, 2014

Project Number	Project Description	Priority	Estimated Starting Date For Proposed Expenditures	Budgeted Expenses Prior to 1-Jul-13	Amount Remaining To Be Budgeted	Estimated Total Cost Of Project	Impact on Operating Budget
2 0		B	01/00/00	\$ 0	\$ 0	\$ 0	0
3 0		BLANK	01/00/00	0	0	0	0
1 0	CURBING FOR THE FUEL CENTER	A	01/00/00	0	30,000	30,000	0
2 0		BLANK	01/00/00	0	0	0	0
3 0		BLANK	01/00/00	0	0	0	0
4 0		BLANK	01/00/00	0	0	0	0
5 0		BLANK	01/00/00	0	0	0	0
6 0		BLANK	01/00/00	0	0	0	0
7 0		BLANK	01/00/00	0	0	0	0
8 0		BLANK	01/00/00	0	0	0	0
9 0		BLANK	01/00/00	0	0	0	0
10 0		BLANK	01/00/00	0	0	0	0
11 0		BLANK	01/00/00	0	0	0	0
12 0		BLANK	01/00/00	0	0	0	0
13 0		BLANK	01/00/00	0	0	0	0
14 0		BLANK	01/00/00	0	0	0	0
15 0		BLANK	01/00/00	0	0	0	0
16 0		BLANK	01/00/00	0	0	0	0
17 0		BLANK	01/00/00	0	0	0	0
18 0		BLANK	01/00/00	0	0	0	0
19 0		BLANK	01/00/00	0	0	0	0
20 0		BLANK	01/00/00	0	0	0	0
21 0		BLANK	01/00/00	0	0	0	0
22 0		BLANK	01/00/00	0	0	0	0
23 0		BLANK	01/00/00	0	0	0	0
24 0		BLANK	01/00/00	0	0	0	0
25 0		BLANK	01/00/00	0	0	0	0
26 0		BLANK	01/00/00	0	0	0	0
27 0		BLANK	01/00/00	0	0	0	0
28 0		BLANK	01/00/00	0	0	0	0
29 0		BLANK	01/00/00	0	0	0	0
30 0		BLANK	01/00/00	0	0	0	0
31 0		BLANK	01/00/00	0	0	0	0
32 0		BLANK	01/00/00	0	0	0	0
33 0		BLANK	01/00/00	0	0	0	0
34 0		BLANK	01/00/00	0	0	0	0
35 0		BLANK	01/00/00	0	0	0	0
36 0		BLANK	01/00/00	0	0	0	0
37 0		BLANK	01/00/00	0	0	0	0
38 0		BLANK	01/00/00	0	0	0	0
39 0		BLANK	01/00/00	0	0	0	0
40 0		BLANK	01/00/00	0	0	0	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Clarksville Fire Rescue**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

Project Number	Project Description	Priority	Estimated Starting Date For Proposed Expenditures	Budgeted Expenses Prior to 1-Jul-13	Amount Remaining To Be Budgeted	Estimated Total Cost Of Project	Impact on Operating Budget
1	EXPAND MAIN STN/REPLACE MAINT GAR	A	FY 2014	\$ 0	\$ 2,250,000	\$ 2,250,000	\$ 0
2	PUBLIC SAFETY RADIO SYSTEM	A	FY 2013	7,000,000	0	7,000,000	0
3	NEW FIRE STATION #11	A	FY 2014	0	1,440,000	1,440,000	0
4	FIRE ENGINE AND EQUIP - STATION 11	A	FY 2014	0	290,000	290,000	0
5	NEW FIRE STATION #12	A	FY 2014	0	1,440,000	1,440,000	0
6	FIRE ENGINE FOR STATION 12	A	FY 2014	0	350,000	350,000	0
7	RESCUE TRUCK	A	FY 2014	0	185,000	185,000	0
8	FIRE TRUCK	A	FY 2014	0	290,000	290,000	0
9	NEW FIRE STATION #14	A	FY 2016/2017	0	1,600,000	1,600,000	0
10	57' AERIAL QUINT	A	FY 2016/2017	0	650,000	650,000	0
11	NEW STATION #15	A	FY 2017/2018	0	1,700,000	1,700,000	0
12	FIRE ENGINE FOR STATION #15	A	FY 2017/2018	0	440,000	440,000	0
13	75' AERIAL QUINT	A	FY 2016/2017	0	800,000	800,000	0
14	RESCUE VEHICLE	A	FY 2016/2017	0	225,000	225,000	0
15	RESCUE VEHICLE	A	FY 2016/2017	0	225,000	225,000	0
16	NEW ADMIN/TRAINING BUILDING	A	FY 2014/2015	0	1,750,000	1,750,000	0
17	0	BLANK	01/00/00	0	0	0	0
18	0	BLANK	01/00/00	0	0	0	0
19	0	BLANK	01/00/00	0	0	0	0
20	0	BLANK	01/00/00	0	0	0	0
21	0	BLANK	01/00/00	0	0	0	0
22	0	BLANK	01/00/00	0	0	0	0
23	0	BLANK	01/00/00	0	0	0	0
24	0	BLANK	01/00/00	0	0	0	0
25	0	BLANK	01/00/00	0	0	0	0
26	0	BLANK	01/00/00	0	0	0	0
27	0	BLANK	01/00/00	0	0	0	0
28	0	BLANK	01/00/00	0	0	0	0
29	0	BLANK	01/00/00	0	0	0	0
30	0	BLANK	01/00/00	0	0	0	0
31	0	BLANK	01/00/00	0	0	0	0
32	0	BLANK	01/00/00	0	0	0	0
33	0	BLANK	01/00/00	0	0	0	0
34	0	BLANK	01/00/00	0	0	0	0
35	0	BLANK	01/00/00	0	0	0	0
36	0	BLANK	01/00/00	0	0	0	0
37	0	BLANK	01/00/00	0	0	0	0
38	0	BLANK	01/00/00	0	0	0	0
39	0	BLANK	01/00/00	0	0	0	0
40	0	BLANK	01/00/00	0	0	0	0
41	0	BLANK	01/00/00	0	0	0	0
42	0	BLANK	01/00/00	0	0	0	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Clarksville Senior Citizens Center**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

<u>Project Number</u>	<u>Project Description</u>	<u>Priority</u>	<u>Estimated Starting Date For Proposed Expenditures</u>	<u>Budgeted Expenses Prior to 1-Jul-13</u>	<u>Amount Remaining To Be Budgeted</u>	<u>Estimated Total Cost Of Project</u>	<u>Impact on Operating Budget</u>
1	Drawings for Expansion	B	08/01/13	\$ 0	\$ 18,000	\$ 18,000	\$ 0
2	6000-12000 sq ft Expansio	B	07/01/14	0	1,000,000	1,000,000	7,000
3	Phone System	B	07/01/14	0	15,000	15,000	unk
4	Repave and Restripe Parking Lot	B	07/01/15	0	15,000	15,000	0
5	0	BLANK	01/00/00	0	0	0	0
6	0	BLANK	01/00/00	0	0	0	0
7	0	BLANK	01/00/00	0	0	0	0
8	0	BLANK	01/00/00	0	0	0	0
9	0	BLANK	01/00/00	0	0	0	0
10	0	BLANK	01/00/00	0	0	0	0
11	0	BLANK	01/00/00	0	0	0	0
12	0	BLANK	01/00/00	0	0	0	0
13	0	BLANK	01/00/00	0	0	0	0
14	0	BLANK	01/00/00	0	0	0	0
15	0	BLANK	01/00/00	0	0	0	0
16	0	BLANK	01/00/00	0	0	0	0
17	0	BLANK	01/00/00	0	0	0	0
18	0	BLANK	01/00/00	0	0	0	0
19	0	BLANK	01/00/00	0	0	0	0
20	0	BLANK	01/00/00	0	0	0	0
21	0	BLANK	01/00/00	0	0	0	0
22	0	BLANK	01/00/00	0	0	0	0
23	0	BLANK	01/00/00	0	0	0	0
24	0	BLANK	01/00/00	0	0	0	0
25	0	BLANK	01/00/00	0	0	0	0
26	0	BLANK	01/00/00	0	0	0	0
27	0	BLANK	01/00/00	0	0	0	0
28	0	BLANK	01/00/00	0	0	0	0
29	0	BLANK	01/00/00	0	0	0	0
30	0	BLANK	01/00/00	0	0	0	0
31	0	BLANK	01/00/00	0	0	0	0
32	0	BLANK	01/00/00	0	0	0	0
33	0	BLANK	01/00/00	0	0	0	0
34	0	BLANK	01/00/00	0	0	0	0
35	0	BLANK	01/00/00	0	0	0	0
36	0	BLANK	01/00/00	0	0	0	0
37	0	BLANK	01/00/00	0	0	0	0
38	0	BLANK	01/00/00	0	0	0	0
39	0	BLANK	01/00/00	0	0	0	0
40	0	BLANK	01/00/00	0	0	0	0
41	0	BLANK	01/00/00	0	0	0	0
42	0	BLANK	01/00/00	0	0	0	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Golf Course**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

Project Number	Project Description	Priority	Estimated Starting Date For Proposed Expenditures	Budgeted Expenses Prior to 1-Jul-13	Amount Remaining To Be Budgeted	Estimated Total Cost Of Project	Impact on Operating Budget
1	Golf Cart Fleet Addition	A	07/01/13	\$ 0	\$ 39,000	\$ 39,000	\$ 0
2	Greens Mower with Groomers (USED)	A	07/01/13	0	12,000	12,000	0
3	Fairway Mower	A	07/01/13	0	16,000	16,000	0
4	Irrigation Booster Pump	A	07/01/14	0	19,000	19,000	0
5	Bunker Rake with attachments	A	07/01/14	0	7,500	7,500	0
6	Greens Sprayer 200 gallon	A	03/01/14	0	25,000	25,000	0
7	Pro shop carpet and updating	A	11/01/14	0	15,000	15,000	0
8	Greenskeeper residence Carpet	B	07/01/14	0	9,000	9,000	0
9	Roof Replacement of Storage Shed	B	07/01/15	0	7,000	7,000	0
10	Paving of Parking Area at Swan Lake	A	07/01/15	0	25,000	25,000	0
11	Painting Exterior Swan Lake Clubhouse	B	07/01/15	0	15,000	15,000	0
12	Fairway unit	A	07/01/15	0	18,000	18,000	0
13	Equipment Utility Trucks	A	01/01/16	0	20,000	20,000	0
14	Ditch on # 8 and 18 secured	B	01/00/00	0	130,000	130,000	0
15	0	BLANK	01/00/00	0	0	0	0
16	0	BLANK	01/00/00	0	0	0	0
17	0	BLANK	01/00/00	0	0	0	0
18	0	BLANK	01/00/00	0	0	0	0
19	0	BLANK	01/00/00	0	0	0	0
20	0	BLANK	01/00/00	0	0	0	0
21	0	BLANK	01/00/00	0	0	0	0
22	0	BLANK	01/00/00	0	0	0	0
23	0	BLANK	01/00/00	0	0	0	0
24	0	BLANK	01/00/00	0	0	0	0
25	0	BLANK	01/00/00	0	0	0	0
26	0	BLANK	01/00/00	0	0	0	0
27	0	BLANK	01/00/00	0	0	0	0
28	0	BLANK	01/00/00	0	0	0	0
29	0	BLANK	01/00/00	0	0	0	0
30	0	BLANK	01/00/00	0	0	0	0
31	0	BLANK	01/00/00	0	0	0	0
32	0	BLANK	01/00/00	0	0	0	0
33	0	BLANK	01/00/00	0	0	0	0
34	0	BLANK	01/00/00	0	0	0	0
35	0	BLANK	01/00/00	0	0	0	0
36	0	BLANK	01/00/00	0	0	0	0
37	0	BLANK	01/00/00	0	0	0	0
38	0	BLANK	01/00/00	0	0	0	0
39	0	BLANK	01/00/00	0	0	0	0
40	0	BLANK	01/00/00	0	0	0	0
41	0	BLANK	01/00/00	0	0	0	0
42	0	BLANK	01/00/00	0	0	0	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Highways and Streets**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2010 through June 30, 2015**

<u>Project Number</u>	<u>Project Description</u>	<u>Priority</u>	<u>Estimated Starting Date For Proposed Expenditures</u>	<u>Budgeted Expenses Prior to 1-Jul-08</u>	<u>Amount Remaining To Be Budgeted</u>	<u>Estimated Total Cost Of Project</u>	<u>Impact on Operating Budget</u>
1	1 Ton Truck with utility bed	B	08/01/10	\$ 0	\$ 100,000	\$ 100,000	\$ 0
2	Backhoes	A	08/01/10	0	674,000	674,000	0
3	Brine Mixer	A	08/01/10	0	55,000	55,000	0
4	Grader	A	08/01/10	0	255,000	255,000	0
5	Salt Boxes	A	08/01/10	0	265,000	265,000	0
6	Small Salt Box	A	08/01/10	0	58,000	58,000	0
7	Small Asphalt Roller	B	08/01/10	0	75,000	75,000	0
8	Snow Plows	A	08/01/10	0	200,000	200,000	0
9	Sweepers	A	08/01/10	0	255,000	255,000	0
#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
#REF!	Tractor for lowboy	C	08/01/10	0	165,000	165,000	0
#REF!	Dozier	B	08/01/10	0	210,000	210,000	0
#REF!	Small Bucket Truck	C	08/01/10	0	95,000	95,000	0
#REF!	Bucket Trucks	A	08/01/10	0	210,000	210,000	0
#REF!	Thermoplastic Applicator	A	08/01/10	0	23,000	23,000	0
#REF!	Hydraulic Ram	C	08/01/10	0	55,000	55,000	0
#REF!	Milling Attachment	A	08/01/10	0	20,000	20,000	0
#REF!	Snow Plow	B	08/01/10	0	20,000	20,000	0
#REF!	Pickup Trucks	A	08/01/10	0	335,000	335,000	0
#REF!	2 1/2 Ton Dump Trucks	A	08/01/10	0	775,000	775,000	0
#REF!	1 Ton Dump Trucks	A	08/01/10	0	220,000	220,000	0
#REF!	ROW Mowers	A	08/01/10	0	675,000	675,000	0
#REF!	Replace Wood Poles	A	08/01/10	0	315,000	315,000	0
#REF!	SIGNAL MAINTENANCE	A	08/01/10	0	750,000	750,000	0
#REF!	TRAFFIC SIGNAL SYSTEM EXPANSION	A	08/01/10	0	500,000	500,000	0
#REF!	UPGRADE SIGNAL TIMING PLANS	A	08/01/10	0	100,000	100,000	0
#REF!	VIDEO DETECTION	A	08/01/10	0	375,000	375,000	0
#REF!	CITY-WIDE LIGHTING IMPROVEMENT	A	08/01/10	0	600,000	600,000	0
#REF!	NEW TRAFFIC SIGNALS	A	08/01/10	0	920,000	920,000	0
#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
#REF!	PURPLE HEART PKY LIGHTING IMPROVEMENTS	A	08/01/10	0	400,000	400,000	0
#REF!	SIGN & SIGNAL SHOP EXPANSION	A	08/01/10	0	100,000	100,000	0
#REF!	SOLAR POWERED ELECTRIC MESS. BOARD	A	08/01/10	0	30,000	30,000	0
#REF!	SCHOOL ZONE PAGER SYSTEM	A	08/01/10	0	100,000	100,000	0
61	PRIORITY CONTROL SYSTEM	A	08/01/10	0	110,000	110,000	0
62	SR 374 LIGHTING	A	08/01/10	0	2,000,000	2,000,000	0
63	CROSSLAND CUMBERLAND INT	A	08/01/10	0	600,000	600,000	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Highways and Streets**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2010 through June 30, 2015**

Project Number	Project Description	Priority	Estimated Starting Date For Proposed Expenditures	Budgeted Expenses Prior to 1-Jul-08	Amount Remaining To Be Budgeted	Estimated Total Cost Of Project	Impact on Operating Budget
#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
64	Terminal Rd	A	08/01/10	0	925,000	925,000	0
65	TYLERTOWN ROAD IMPROVEMENTS	B	10/01/10	0	9,000,000	9,000,000	0
66	SANGO RD IMPROVEMENTS	A	08/01/10	0	500,000	500,000	0
67	Fencing for Riverview Cemetery	A	07/04/05	0	30,000	30,000	0
68	0	BLANK	01/00/00	0	0	0	0
69	0	BLANK	01/00/00	0	0	0	0
70	0	BLANK	01/00/00	0	0	0	0
71	0	BLANK	01/00/00	0	0	0	0
72	0	BLANK	01/00/00	0	0	0	0
73	0	BLANK	01/00/00	0	0	0	0
74	0	BLANK	01/00/00	0	0	0	0
75	0	BLANK	01/00/00	0	0	0	0
76	0	BLANK	01/00/00	0	0	0	0
77	0	BLANK	01/00/00	0	0	0	0
78	0	BLANK	01/00/00	0	0	0	0
79	0	BLANK	01/00/00	0	0	0	0
80	0	BLANK	01/00/00	0	0	0	0
81	0	BLANK	01/00/00	0	0	0	0
82	0	BLANK	01/00/00	0	0	0	0
83	0	BLANK	01/00/00	0	0	0	0
84	0	BLANK	01/00/00	0	0	0	0
85	0	BLANK	01/00/00	0	0	0	0
86	0	BLANK	01/00/00	0	0	0	0
87	0	BLANK	01/00/00	0	0	0	0
88	0	BLANK	01/00/00	0	0	0	0
89	0	BLANK	01/00/00	0	0	0	0
90	0	BLANK	01/00/00	0	0	0	0
91	0	BLANK	01/00/00	0	0	0	0
92	0	BLANK	01/00/00	0	0	0	0
93	0	BLANK	01/00/00	0	0	0	0
94	0	BLANK	01/00/00	0	0	0	0
95	0	BLANK	01/00/00	0	0	0	0
96	0	BLANK	01/00/00	0	0	0	0
97	0	BLANK	01/00/00	0	0	0	0
98	0	BLANK	01/00/00	0	0	0	0
99	0	BLANK	01/00/00	0	0	0	0
100	0	BLANK	01/00/00	0	0	0	0
101	0	BLANK	01/00/00	0	0	0	0

The Clarksville-Montgomery County Museum  
Proposed 5 - year Capital Improvement Plan (Summary)  
FY 2013/14 to 2017/18

<b>Fiscal Year</b>		<b>Project</b>	<b>Preliminary Estimates</b>
2013/14	A.	1. Repair the slate roof of 1898 Building, replace, paint and/or repair windows, frames in 1898 Building. Paint and or repair cornices, soffits, & fascia of 1898 & 1996 buildings. Repair of the 4 "copper eagles" on the 1898 building roof which are leaning and have come loose from their moorings. Need crane, cherry pickers. Repair loading dock area and install security cameras. .	489,000
	B.	Design and construction of ADA accessible ramp to the Children's Area "Explorer's Gallery	60,000
<b>2013/14 Total</b>			<b>\$549,000</b>
<b>2014/15</b>	A.	Design Development of interior renovation to admissions, gallery entrance and gift shop Design and development of third floor development into usable space for office and storage, to free 2 <sup>nd</sup> floor for extended Gallery space.	\$355,000
	B.	Finish retaining wall at support building, improve the drainage and hillside run-off	65,000
<b>Total 2014/15</b>			<b>195,000</b>
<b>2015/16 Total</b>		Extend current elevator access to third floor of 1996 Building. This would enable the museum to utilize 2,200 square feet of climate controlled space. (elevator access only – no space improvements). New elevator utilizing new technology (MRL).	<b>**\$280,000</b>
<b>2016/17 Total</b>		Replace & Upgrade 2 HVAC units at Support Building. Interior waterproofing and upgrades to insure safety and integrity of the Collection	<b>?? \$ 95,000</b>
<b>2017/18</b>	A.	Interior Construction of Lobby, gift shop and gallery entrances. Renovation of third floor, Design Development of 2 <sup>nd</sup> Floor gallery space. ( Cost dependent on study in FY2015)	<b>???? 1,705,000</b>
<b>5 Year Total</b>		Dependent on outcome of feasibility studies and Design development	.

\*\* Estimate from KONE



**CAPITAL IMPROVEMENTS PROGRAM**  
**Parks and Recreation**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

<u>Project Number</u>	<u>Project Description</u>	<u>Priority</u>	<u>Estimated Starting Date For Proposed Expenditures</u>	<u>Budgeted Expenses Prior to 1-Jul-13</u>	<u>Amount Remaining To Be Budgeted</u>	<u>Estimated Total Cost Of Project</u>	<u>Impact on Operating Budget</u>
1	Ballfield Lights at Swan Lake	A	12/31/13	\$ 0	\$ 225,000	\$ 225,000	\$ 0
2	Smith Trahern Phase 1	A	09/01/13	0	150,000	150,000	0
3	Soccer Field Plans/Development	A	08/01/13	0	4,800,000	4,800,000	0
4	Red River Pedestrian trail/Bridge	B	09/01/13	0	2,000,000	2,000,000	0
5	A/E Drawings/Construction Documents	A	09/01/13	0	3,550,000	3,550,000	0
6	Bicycle Master Plan	B	08/30/14	0	200,000	200,000	0
7	Trice Landing Restroom	B	08/31/14	0	35,000	35,000	0
8	Pool Salt Water System Conversion	A	09/01/13	0	140,000	140,000	0
9	Lighting at Tennis Complex	A	12/31/13	0	200,000	200,000	0
10	Miracle Field Plans/Development	B	08/31/15	0	5,000,000	5,000,000	0
11	New Community Center	B	10/01/13	0	6,000,000	6,000,000	0
12	Greenway connection Liberty/McGregor	B	07/01/17	0	35,000,000	35,000,000	0
13	Electrical at Liberty Park	B	09/01/13	0	400,000	400,000	0
14	Greenway Expansion through Heritage Park	B	10/01/13	0	160,000	160,000	0
15	Pollard Road Parking Lot	B	09/01/13	0	60,000	60,000	0
16	Wellness Center Master Plans	C	01/01/14	0	2,000,000	2,000,000	0
17	Skate Park	C	01/01/15	0	500,000	500,000	0
18	Property Purchase Emmanuel Center	B	12/31/13	0	19,000,000	19,000,000	0
19	Excursion Boat Renovations	B	12/31/13	0	325,000	325,000	0
20	Greenway/Trial/Bicycling/Blueway Masterplan	A	08/30/13	0	85,000	85,000	0
21	Stokes Field Renovation phase 1	A	07/01/13	0	3,000,000	3,000,000	0
22	Dump Truck (New)	B	12/31/13	0	40,000	40,000	0
23	Stokes Field Renovations phase II	C	09/01/15	0	2,000,000	2,000,000	0
24	Mulch Mule	B	09/01/13	0	55,450	55,450	0
25	Backhoe	C	10/31/13	0	15,000	15,000	0
26	18 Hole Disc Golf Course	C	01/01/14	0	40,000	40,000	0
27	Digital Signs at Community Centers	C	09/01/13	0	62,100	62,100	0
28	0	BLANK	01/00/00	0	0	0	0
29	Sports track at Kleeman Community Center	C	10/01/13	0	100,000	100,000	0
30	Renovate Park Restrooms (4)	C	09/01/14	0	100,000	100,000	0
31	Blueway Land Acquisition/Development	B	08/31/14	0	2,000,000	2,000,000	0
32	Roller / Ice Hockey Venue	B	01/01/14	0	3,000,000	3,000,000	0
33	0	BLANK	01/00/00	0	0	0	0
34	0	BLANK	01/00/00	0	0	0	0
35	Community Center Remodel (2)	A	09/01/13	0	6,000,000	6,000,000	0
36	Splash Pad at Smith Pool	B	02/01/16	0	250,000	250,000	0
37	Burchwood Park Renovation	C	12/31/13	0	28,000	28,000	0
38	0	BLANK	01/00/00	0	0	0	0
39	tractor	C	10/31/13	0	30,000	30,000	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Parks and Recreation**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

<u>Project Number</u>	<u>Project Description</u>	<u>Priority</u>	<u>Estimated Starting Date For Proposed Expenditures</u>	<u>Budgeted Expenses Prior to 1-Jul-13</u>	<u>Amount Remaining To Be Budgeted</u>	<u>Estimated Total Cost Of Project</u>	<u>Impact on Operating Budget</u>
40	Skid Steer	B	12/01/13	0	70,000	70,000	0
41	Generators at Crow/Kleeman Community Ctrs	C	12/31/13	0	50,000	50,000	0
42	Land Acquisition- Dixon Park	C	12/31/13	0	100,000	100,000	0
43	Abandoned Railbeds	B	as available	0	3,000,000	3,000,000	0
44	0	BLANK	01/00/00	0	0	0	0
45	Greenway Expansions	A	As available	0	7,500,000	7,500,000	0
46	Dog park at Sango	C	12/31/13	0	200,000	200,000	0
47	Marquis for Liberty Park	B	09/01/13	0	100,000	100,000	0
48	Community Park/Playground	C	12/31/13	0	8,000,000	8,000,000	0
49	0	BLANK	01/00/00	0	0	0	0
50	Edith Pettus Parking Renovations	A	10/01/13	0	100,000	100,000	0
51	Edith Pettus Restrooms	B	01/01/15	0	150,000	150,000	0
52	Smith Ballfield Scoreboards	A	12/31/13	0	90,000	90,000	0
53	New Providence Bathhouse expansion	B	08/15/14	0	150,000	150,000	0
54	Mountain Bike Trail -Ford Street	B	01/00/00	0	12,500	12,500	0
55	Smith Trahern Renovation Phase II	B	09/01/15	0	350,000	350,000	0
56	Swan Lake ADA walkways	B	12/31/14	0	50,000	50,000	0
57	Woodstock Park Development	C	01/01/16	0	400,000	400,000	0
58	Paving Maintenance Shop	B	12/31/14	0	75,000	75,000	0
59	Addition to Heritage Park Complex	B	12/01/13	0	2,000,000	2,000,000	0
60	0	BLANK	01/00/00	0	0	0	0
61	Skate Park Renovation	B	10/31/14	0	250,000	250,000	0
62	0	BLANK	01/00/00	0	0	0	0
63	0	BLANK	01/00/00	0	0	0	0
64	0	BLANK	01/00/00	0	0	0	0
65	0	BLANK	01/00/00	0	0	0	0
66	Trailers	B	12/31/13	0	14,000	14,000	0
67	0	BLANK	01/00/00	0	0	0	0
68	0	BLANK	01/00/00	0	0	0	0
69	New Providence Bath House Replace	B	12/31/13	0	350,000	350,000	0
70	0	BLANK	01/00/00	0	0	0	0
71	Maintenance vehicles	B	10/31/13	0	35,000	35,000	0
72	Heritage park trails/picnic areas	A	10/31/13	0	100,000	100,000	0
73	Beachaven Pool Bathhouse renovation	B	12/31/15	0	100,000	100,000	0
74	0	BLANK	01/00/00	0	0	0	0
75	0	BLANK	01/00/00	0	0	0	0
76	0	BLANK	01/00/00	0	0	0	0
77	0	BLANK	01/00/00	0	0	0	0
78	0	BLANK	01/00/00	0	0	0	0
79	0	BLANK	01/00/00	0	0	0	0
80	0	BLANK	01/00/00	0	0	0	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Parks and Recreation**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

<u>Project Number</u>	<u>Project Description</u>	<u>Priority</u>	<u>Estimated Starting Date For Proposed Expenditures</u>	<u>Budgeted Expenses Prior to 1-Jul-13</u>	<u>Amount Remaining To Be Budgeted</u>	<u>Estimated Total Cost Of Project</u>	<u>Impact on Operating Budget</u>
81	0	BLANK	01/00/00	0	0	0	0
82	0	BLANK	01/00/00	0	0	0	0
83	0	BLANK	01/00/00	0	0	0	0
84	Paving- Sherwood Forest Park	A	08/31/13	0	40,000	40,000	0
85	HVAC for Heritage Soccer	A	11/01/13	0	22,000	22,000	0
86	0	BLANK	01/00/00	0	0	0	0
87	0	BLANK	01/00/00	0	0	0	0
88	0	BLANK	01/00/00	0	0	0	0
89	Administrative Vehicles	B	08/01/13	0	35,000	35,000	0
90	0	BLANK	01/00/00	0	0	0	0
91	0	BLANK	01/00/00	0	0	0	0
92	0	BLANK	01/00/00	0	0	0	0
93	0	BLANK	01/00/00	0	0	0	0
94	0	BLANK	01/00/00	0	0	0	0
95	0	BLANK	01/00/00	0	0	0	0
96	0	BLANK	01/00/00	0	0	0	0
97	0	BLANK	01/00/00	0	0	0	0
98	0	BLANK	01/00/00	0	0	0	0
99	0	BLANK	01/00/00	0	0	0	0
100	0	BLANK	01/00/00	0	0	0	0
Total for Parks and Recreation				\$ 0	\$ 119,894,050	\$ 119,894,050	\$ 0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Clarksville Police Department**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

Project Number	Project Description	Priority	Estimated Starting Date For Proposed Expenditures	Budgeted Expenses Prior to 1-Jul-13	Amount Remaining To Be Budgeted	Estimated Total Cost Of Project	Impact on Operating Budget
3	In-Car Laptop/Camera Systems	A	07/01/13	\$ 0	\$ 722,909	\$ 722,909	\$ 0
4	Tasers	A	07/01/13	0	97,041	97,041	0
6	Patrol Rifles	A	10/01/13	0	92,831	92,831	0
7	New Vehicles	A	12/01/13	0	2,881,766	2,881,766	0
8	Armored Vehicle	A	06/01/14	68,131	204,395	272,526	0
10	Copiers	A	07/01/13	0	26,029	26,029	0
11	District One Precinct Building	A	07/01/15	0	1,706,875	1,706,875	0
12	District Three Precinct Building	C	07/01/15	0	2,472,500	2,472,500	0
15	Vista Lane Building/Roof Improvements	A	09/01/13	0	131,187	131,187	0
16	Motorcycle	B	10/01/13	0	22,263	22,263	0
17	CAD System	A	07/01/15	0	500,000	500,000	0
18	0	BLANK	01/00/00	0	0	0	0
19	0	BLANK	01/00/00	0	0	0	0
20	0	BLANK	01/00/00	0	0	0	0
21	0	BLANK	01/00/00	0	0	0	0
22	0	BLANK	01/00/00	0	0	0	0
23	0	BLANK	01/00/00	0	0	0	0
24	0	BLANK	01/00/00	0	0	0	0
25	0	BLANK	01/00/00	0	0	0	0
26	0	BLANK	01/00/00	0	0	0	0
27	0	BLANK	01/00/00	0	0	0	0
28	0	BLANK	01/00/00	0	0	0	0
29	0	BLANK	01/00/00	0	0	0	0
30	0	BLANK	01/00/00	0	0	0	0
31	0	BLANK	01/00/00	0	0	0	0
32	0	BLANK	01/00/00	0	0	0	0
33	0	BLANK	01/00/00	0	0	0	0
34	0	BLANK	01/00/00	0	0	0	0
35	0	BLANK	01/00/00	0	0	0	0
36	0	BLANK	01/00/00	0	0	0	0
37	0	BLANK	01/00/00	0	0	0	0
38	0	BLANK	01/00/00	0	0	0	0
39	0	BLANK	01/00/00	0	0	0	0
40	0	BLANK	01/00/00	0	0	0	0
41	0	BLANK	01/00/00	0	0	0	0
42	0	BLANK	01/00/00	0	0	0	0
43	0	BLANK	01/00/00	0	0	0	0
44	0	BLANK	01/00/00	0	0	0	0
45	0	BLANK	01/00/00	0	0	0	0
46	0	BLANK	01/00/00	0	0	0	0
47	0	BLANK	01/00/00	0	0	0	0
48	0	BLANK	01/00/00	0	0	0	0

**CAPITAL IMPROVEMENTS PROGRAM**  
**Clarksville Transit System**  
**PROPOSED SUMMARY PROJECT DATA SHEET**  
**July 1, 2013 through June 30, 2014**

Project Number	Project Description	Priority	Estimated Starting Date For Proposed Expenditures	Budgeted Expenses Prior to 1-Jul-13	Amount Remaining To Be Budgeted	Estimated Total Cost Of Project	Impact on Operating Budget
1	Construct Transit Center	B	05/01/14	\$ 0	\$ 1,500,000	\$ 1,500,000	\$ 0
2	REHAB/RENOVATE FACILITY	C	08/01/13	0	150,000	150,000	0
3	Transit Bus	B	10/01/14	0	17,200,000	17,200,000	0
4	PARATRANSIT VEHICLES	B	09/01/13	0	480,000	480,000	0
5	IT Equipment	C	07/01/13	0	70,000	70,000	0
6	Support Vehicles	B	11/01/13	0	159,000	159,000	0
7	Passenger Shelter/Benches	C	03/01/14	0	75,000	75,000	0
8	Shop Equipment	BLANK	07/15/13	0	50,000	50,000	0
9	Bus Wash System	C	02/01/14	0	125,000	125,000	0
10	0	BLANK	01/00/00	0	0	0	0
11	0	BLANK	01/00/00	0	0	0	0
12	0	BLANK	01/00/00	0	0	0	0
13	0	BLANK	01/00/00	0	0	0	0
14	0	BLANK	01/00/00	0	0	0	0
15	0	BLANK	01/00/00	0	0	0	0
16	0	BLANK	01/00/00	0	0	0	0
17	0	BLANK	01/00/00	0	0	0	0
18	0	BLANK	01/00/00	0	0	0	0
19	0	BLANK	01/00/00	0	0	0	0
20	0	BLANK	01/00/00	0	0	0	0
21	0	BLANK	01/00/00	0	0	0	0
22	0	BLANK	01/00/00	0	0	0	0
23	0	BLANK	01/00/00	0	0	0	0
24	0	BLANK	01/00/00	0	0	0	0
25	0	BLANK	01/00/00	0	0	0	0
26	0	BLANK	01/00/00	0	0	0	0
27	0	BLANK	01/00/00	0	0	0	0
28	0	BLANK	01/00/00	0	0	0	0
29	0	BLANK	01/00/00	0	0	0	0
30	0	BLANK	01/00/00	0	0	0	0
31	0	BLANK	01/00/00	0	0	0	0
32	0	BLANK	01/00/00	0	0	0	0
33	0	BLANK	01/00/00	0	0	0	0
34	0	BLANK	01/00/00	0	0	0	0
35	0	BLANK	01/00/00	0	0	0	0
36	0	BLANK	01/00/00	0	0	0	0
37	0	BLANK	01/00/00	0	0	0	0
38	0	BLANK	01/00/00	0	0	0	0
39	0	BLANK	01/00/00	0	0	0	0
40	0	BLANK	01/00/00	0	0	0	0
41	0	BLANK	01/00/00	0	0	0	0
42	0	BLANK	01/00/00	0	0	0	0

ORDINANCE 77-2012-13

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF JOE A. WINN, JR. AND JOE WINN, DAVID RIGGINS-AGENT, FOR ZONE CHANGE ON PROPERTY AT TINY TOWN ROAD & BARKERS MILL ROAD

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

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

*PUBLIC HEARING:* April 4, 2013

*FIRST READING:* April 4, 2013

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point being the intersection of the north margin of Tiny Town Road and the west margin of Barkers Mill Road; thence with the north margin of Tiny Town Road in a westerly direction 588 +/- feet to the southeast corner of the Kenrick Banks property; thence with the east line of the Kenrick Banks property in a northerly direction 260 +/- feet to the northwest corner of the Joe Winn, Sr. property; thence with the north line of the Joe Winn, Sr. and Joe Winn, Jr. properties in an easterly direction 675 +/- feet to a point in the west margin of Barkers Mill Road; thence with the west margin of Barkers Mill Road in a southerly direction 250 +/- feet to the point of beginning, containing 3.7 +/- acres. (Tax Map 07, Parcel(s) 10.01 & 11.00) AG to C-5

RESOLUTION 44-2012-13

A RESOLUTION APPROVING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR JAMES HORACE HEGGIE, JR.

*WHEREAS*, James Horace Heggie, Jr., has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for the operation of Pal's Package Store located at 1820 Madison Street, Suite G; and

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

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

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

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

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

That the Clarksville City Council hereby approves a Certificate of Compliance for James Horace Heggie, Jr., for operation of Pal's Package Store located at 1820 Madison Street, Clarksville, Tennessee.

---

Mayor

*ATTEST:*

---

City Clerk

*ADOPTED:*



## **CITY COUNCIL CLARKSVILLE TENNESSEE**

### **SPECIAL SESSION MARCH 28, 2013**

### **MINUTES**

#### **CALL TO ORDER**

A special session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, March 28<sup>th</sup>, at 5:50 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilman Jeff Burkhart; the Pledge of Allegiance was led by Councilman Nick Steward.

#### **ATTENDANCE**

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

**ABSENT:** Wallace Redd (4), Valerie Guzman (5)

#### **COUNCIL CHAMBERS ROOF**

**ORDINANCE 76-2012-13** (Second Reading) Amending the FY13 Municipal Properties Budget for Council Chambers roof repair

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

AYE: Allen, Burkhart, Grubbs, Harris, Jones, Lewis, McLaughlin, Steward, Summers, Wallace

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



## CLUSTER OPTION DEVELOPMENTS

**RESOLUTION 41-2012-13** Authorizing the Regional Planning Commission to initiate amendments to the City of Clarksville Zoning Ordinance and City Code relative to approval of cluster option developments

Councilwoman McLaughlin made a motion to adopt this resolution. The motion was seconded by Councilman Steward.

Councilman Summers made a motion to amend Paragraph B, relative to discretionary action, by applying city council approval only to R-1 and R-1A zones. The motion was seconded by Councilman Steward. Planning Director David Ripple said under these regulations, a cluster development would go through the same process as a zone change request. In response to Councilman Wallace's question, Dr. Ripple said the city councils of Nashville and Chattanooga are required to approve cluster and residential planned unit developments and Jackson's planned unit developments are approved by their Regional Planning Commission. The following vote on the amendment was recorded:

AYE: Allen, Jones, McLaughlin, Steward, Summers

NAY: Burkhardt, Grubbs, Harris, Lewis, McMillan, Wallace

Councilman Summers' amendment failed. The following vote on the original motion was recorded:

AYE: Allen, Jones, McLaughlin, Steward, Summers

NAY: Burkhardt, Grubbs, Harris, Lewis, McMillan, Wallace

The motion to adopt this resolution failed.

## ADJOURNMENT

The meeting was adjourned at 6:39 p.m.



**CLARKSVILLE CITY COUNCIL  
REGULAR SESSION  
APRIL 4, 2013**

**MINUTES**

**PUBLIC COMMENTS**

Prior to the meeting, Karel Lee Biggs asked for support of amendments that would be proposed by Councilman Bill Summers (establishment of ethics commission) and Councilwoman Deanna McLaughlin (anonymous complaints) relative to the Ethics Code.

**CALL TO ORDER**

The regular session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, April 4, 2013, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Councilman Wallace Redd; the Pledge of Allegiance was led by Councilman Joel Wallace.

**ATTENDANCE**

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

**PUBLIC HEARING**

Councilman Grubbs made a motion to conduct a public hearing to receive comments regarding proposed zone changes. The motion was seconded by Councilman Steward. A voice vote was taken; the motion passed without objection.

**ORDINANCE 77-2012-13** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Joe A. Winn, Jr. and Joe Winn, David Riggins-Agent, for zone change on property at Tiny Town Road & Barkers Mill Road from AG Agricultural District to C-5 Highway & Arterial Commercial District

David Riggins asked for support of this change and offered to answer questions. There was no voiced opposition.

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

## ZONING

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 77-2012-13**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Harris. The following vote was recorded:

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

NAY: McLaughlin

The motion to adopt this ordinance on first reading passed.

## 5) CONSENT AGENDA

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

1. **ORDINANCE 67-2012-13** (Second Reading) Amending the Official Code relative to Code of Ethics *[Removed; see below]*
2. **ORDINANCE 73-2012-13** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Jeff Burkhart for zone change on property at Trenton Road and Kennedy Road from AG Agricultural District to R-2 Single Family Residential District *[Removed; see below]*
3. **ORDINANCE 74-2012-13** (Second Reading) Amending the Zoning Ordinance and the Official Code of the City of Clarksville relative to cluster option development *[Removed; see below]*
4. **RESOLUTION 40-2012-13** Approving a Certificate of Compliance for William and Katherine Beach (Riverbend Wine & Spirits, 1206 Highway 48)
5. Approval of Minutes: Regular Session March 7<sup>th</sup>, Special Session March 11<sup>th</sup>
6. Approval of Board Appointments:

Two Rivers Company: Jeff Bibb (replace Liana Wallace-resigned) – April 2013 through October 2014

Councilman Steward requested separate consideration of **ORDINANCE 67-2012-13** and **ORDINANCE 73-2012-13**. Councilman Grubbs requested separate consideration of **ORDINANCE 74-2012-13**. Councilman Grubbs made a motion to adopt the Consent Agenda with the exception of Items 1, 2, and 3. The motion was seconded by Councilman Steward. The following vote was recorded:

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

The motion to adopt the Consent Agenda as amended unanimously passed.

## CODE OF ETHICS

### **ORDINANCE 67-2012-13** (Second Reading) Amending the Official Code relative to Code of Ethics

This ordinance was removed from the original Consent Agenda. Councilwoman Jones made a motion to adopt this ordinance on second reading. The motion was seconded by Councilman Steward.

Councilman Summers made a motion to amend this ordinance by adding the following new Section 1-623 relative to appointment of the ethics commission:

#### *Section 1-623. Ethics Commission Member Questionnaire*

*Each Ethics Commission nominee will fill out the following questions for review by members of the city council. The questionnaire results will be provided to council members one week (seven (7) calendar days) before a confirmation vote. Nominees will attend the confirmation vote meeting to introduce themselves and provide answers or further information as requested by council members.*

- 1. Nominee Name: \_\_\_\_\_*
- 2. Home Address: \_\_\_\_\_*
- 3. Occupation: \_\_\_\_\_*
- 4. Employment Firm/Company and Address: \_\_\_\_\_*

*5. Have you lived (day-to-day residence) within the city limits of Clarksville and been a registered voter of the council ward you are assigned to for at least the past two years? Yes: \_\_\_\_ No: \_\_\_\_ If no, explain.*

*6. Have you or any immediate family members (spouse and other family that reside at your home address) been associated with or participate in the formation, membership, financial donation/fundraising, management, financial oversight, political planning or membership activities of any Political Action Committee or lobby/labor organization that campaigned for or against any sitting member of the City Council? Yes: \_\_\_\_ No: \_\_\_\_ If yes, explain.*

*7. Are you or any immediate family members (spouse and other family that resides at your home address) and the companies you may own, work for or have any financial or management interest in, currently working any professional (non-competitive bid) contracts for the City of Clarksville? Yes: \_\_\_\_ No: \_\_\_\_ If yes, explain.*

*8. Have you or any immediate family members (spouse and other family that resides at home address) proved money/in-kind donations or given personal time to the campaigns of any current sitting council member or those that ran as opponents against sitting council members? Yes: \_\_\_\_ No: \_\_\_\_ If yes, explain*

9. Are you or any immediate family members (spouse and other family that resides at home address) currently an employee of the city or appointed as a representative of the city to any board, commission, company, authority, task force or other activity? Yes: \_\_\_\_ No: \_\_\_\_ If yes, explain. Have you served in such a capacity in the past? Yes: \_\_\_\_ No: \_\_\_\_ If yes, explain.

10. Are you a board member, employee or volunteer worker for a non-profit that receives funding from the City of Clarksville? Yes: \_\_\_\_ No: \_\_\_\_ If yes, explain.

11. Are you an elected official for any other local, state or federal function? Yes: \_\_\_\_ No: \_\_\_\_ If yes, please explain.

12. Have you ever been arrested and convicted or been found in violation of ethically standards with any activities you worked with or participated in? Yes: \_\_\_\_ No: \_\_\_\_ If yes, explain.

13. Is there any other information or activities that you may be involved in that will assist the council in reviewing your nomination? \_\_\_\_\_

The undersigned certifies that all of the information that has been provided is true, correct and complete to the best of my knowledge.

Signature:

Date:

The motion was seconded by Councilwoman McLaughlin. Councilman Summers read the amendment. The following vote was recorded:

AYE: Allen, Harris, Jones, McLaughlin, Redd, Steward, Summers

NAY: Burkhart, Grubbs, Guzman, Lewis, Wallace

Councilman Summers' first amendment passed. Councilman Summers made a motion to delete the proposed Sec. 1-611 and substitute instead the following:

*Section 1-611. Ethics Commission; Organization, Membership Requirements, Terms.*

*a. Organization, Number. The Ethics Commission shall be composed of thirteen (13) total members, which will form a selection pool. Seven commission members will be randomly selected to review any ethics case presented.*

*b. Appointment Method.*

*1. Each council member shall nominate one citizen from the ward they represent for appointment to the Ethics Commission. The mayor shall nominate one citizen from any ward within the city.*

*2. Each nominee will be required to complete and sign a nomination questionnaire to provide information pertaining to commission membership requirements listed in Section 1-623. This action will be conducted/coordinated through the City Attorney's Office.*

*3. The council shall approve the list of nominees in one confirmation vote. Council members may ask and direct questions to the nominees and or pull a nominee's name from the proposed confirmation list for a separate council discussion and vote. Nominees will require 2/3s approval of the full council.*

*4. Nominees not receiving the 2/3s approval margin shall be replaced by the nominating council member. The nominating council member may submit the*

*replacement for full council consideration by the next scheduled regular or special session of the council.*

*c. Membership Requirements*

*1. Ethics Commission members shall have been residents and registered voters of the City of Clarksville, Tennessee, and their assigned council ward (specific ward residency is not required for mayoral nominee) for not less than two years prior to any vote of the City Council on their appointment.*

*2. Residency within the City and ward shall be a requirement for continued membership on the Ethics Commission.*

*3. Commission members and immediate family members (spouse and other family that resides at the member's residence), cannot be associated with or participate in the formation, membership, financial donation/fundraising, management, financial oversight, political planning or membership activities of any Political Action Committee, or lobby/labor Organization that campaigned for or against any sitting member of the City Council. Such requirements will be maintained during the appointed term of the member.*

*4. Commission members, their immediate family members (spouse and other family that resides at the member's residence) and the companies they may own, work for or have any financial or management interest in cannot be awarded professional (non-competitive bid) contracts by the City of Clarksville during their appointed term. Such a requirement will be maintained during the appointed term of the member.*

*5. Commission members, their immediate family members (spouse and other family that resides at the member's residence) and the companies they may own, work for or have any financial or management interest cannot have current or ongoing professional (non-competitive bid) contracts with the City of Clarksville. Such a requirement will be maintained during the appointed term of the member.*

*6. Commission members and their immediate family members (spouse and other family that resides at the member's residence) cannot have made money/in-kind donations or given personal time for or against the campaigns of any current sitting council member. Such requirements will be maintained during the appointed term of the member.*

*7. No elected or appointed official or employee of the City, other than a member of any federal military reserve or state national guard force while not on active duty, or of any other governmental entity, to include national, state or local government, other than a member of any federal military reserve or state national guard force while not on active duty, nor any candidate for any public office, to include national, state or local government, nor any member of any other City board, commission, authority, or other city entity, may serve as a member of the Ethics Commission. For purposes of this section, legally separate, private non-profit organizations or entities that receive City funding shall be construed as a City entity. Such requirements will be maintained during the appointed term of the member.*

*d. Term.*

*1. Terms for each Ethics Commission member shall be equal to the elected term of the nominating council member. If the nominating council member remains for another elected term, that council member may re-nominate the commissioner member for another term. No member may serve more than two (2) consecutive terms.*

*2. Members will retain their commission appointment until they fail to attend three consecutive meetings of the Ethics Commission; fail to attend 2/3s of all properly called commission meetings within any calendar year; request removal; violate terms of their selection/appointment; served the maximum of two terms; or their nominating council representative is no longer in office.*

*3. When an Ethics Commission member is removed for reasons specified in this section (d(1) and d(2)) the council member(s) have 60 days to provide a replacement nomination for council approval.*

The motion was seconded by Councilman Steward. Councilman Summers read the amendment. The following vote was recorded:

AYE: Allen, Jones, McLaughlin, Redd, Steward, Summers

NAY: Burkhart, Grubbs, Guzman, Harris, Lewis, McMillan, Wallace

Councilman Summers' second amendment failed. Councilman Summers made a motion to amend Sec.1-611 and 1-622 as follows:

*Section 1-611. Ethics Commission; Organization, Membership Requirements, Terms.*

*a. Organization, Number. The Ethics Commission shall be composed of ~~five (5)~~ seven (7) voting members. ~~who shall be appointed by the Mayor, subject to City Council approval by majority vote of the members present and voting.~~*

*b. Appointment Method.*

*5. Each council member shall nominate one citizen from the ward they represent for appointment to the Ethics Commission.*

*6. Each nominee will be required to complete and sign a nomination questionnaire to provide information pertaining to commission membership requirements listed in Section 1-623. This action will be conducted/coordinated through the City Attorney's Office.*

*7. The council shall approve the list of nominees in one confirmation vote. Council members may ask and direct questions to the nominees and or pull a nominee's name from the proposed confirmation list for a separate council discussion and vote. Nominees will require majority approval of the full council. Nominees not receiving a majority approval will be dropped from further consideration.*

*8. After the confirmation vote the seven members will be determined by a random selection drawing by the Mayor. All 12 nominees will have their names drawn and selections 8-12 will act as alternates/replacements (in the order they were drawn) if one or more of the initial seven selections is unable to serve. This action will be carried out at a regular or special council session.*

*c. Membership Requirements. The members of the Ethics Commission shall have been residents of the City of Clarksville, Tennessee, for not less than two years prior to any vote of the City Council on their appointment. Residency within the City shall be a requirement for continued membership on the Ethics Commission. No elected or appointed official or employee of the City, other than a member of any federal military reserve or state national guard force while not on active duty, or of any other governmental entity, to include national, state or local government, other than a member of any federal military reserve or state national guard force while not on active duty, nor any candidate for any public office, to include national, state or local government, nor any member of any other City board, commission, authority, or other city entity, may serve as a member of the Ethics Commission. For purposes of this section, legally separate, private non-profit organizations or entities that receive City funding shall not be construed as a City entity.*

*d. Term.*

*1. Terms for each member shall be for a period of three (3) years, except for initially appointed members, whose initial terms shall be as provided below to allow for staggered terms. No member may serve more than two (2) consecutive terms.*

*2. With regard to initial terms for members, ~~two (2)~~ three (3) such members shall serve an initial term of three (3) years each; two other such members shall serve an initial term of two (2) years each; and ~~one~~ two (2) other such member shall serve an initial term of one (1) year.*

*3. When new members are needed to fill vacant or expired terms, the process described in 1-611(b) will be utilized.*

*Section 1-622. Commission Action Upon Finding of Violation.*

*a. Report of Decision. The decision of the Commission shall be submitted to the Mayor, the Clarksville City Council, the complainant, and to the person(s) alleged to have violated the ethics code as named in the ethics complaint.*

*b. If the Ethics Commission decides that an official, whether elected or appointed, or an employee, within its jurisdiction has violated the Code of Ethics, then the Ethics Committee shall take one or more of the following actions, as decided by affirmative vote of at least ~~four~~ six of its members:*

The motion was seconded by Councilwoman Jones. Councilman Summers read the amendment. The following vote was recorded:

AYE: Allen, Jones, McLaughlin, Redd, Steward, Summers

NAY: Burkhart, Grubbs, Guzman, Harris, Lewis, McMillan, Wallace

Councilman Summers' third amendment failed. Councilwoman McLaughlin made a motion to amend Sec. 1-621 relative to filing of complaints.

*Sec. 1-621. Procedures for Filing and Evaluation of Ethics Complaints.*

*a(2) Any ethics complaint ~~must be in writing, signed and sworn to by the complainant, under oath, as properly evidenced by a notary public, and shall contain the following:~~*

*~~(a) the complainant's legal name and current mailing address, and in addition may include an email address and/or phone number; and~~*

The motion was seconded by Councilman Steward. Councilwoman McLaughlin read the amendment and noted the language to be deleted. The following vote was recorded:

AYE: Allen, Jones, McLaughlin, Redd, Steward, Summers

NAY: Burkhart, Grubbs, Guzman, Harris, Lewis, McMillan, Wallace

Councilwoman McLaughlin's amendment failed.

During discussion, Councilwoman McLaughlin, Councilman Allen, and Councilwoman Jones objected to the provision for the Mayor to nominate



individuals to serve on the ethics commission. Mayor McMillan reminded members that all members of the ethics commission were subject to approval of the City Council. The following vote on the original motion was recorded:

AYE: Burkhart, Grubbs, Guzman, Harris, Lewis, Redd, Wallace

NAY: Allen, Jones, McLaughlin, Steward, Summers

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

## ZONING

**ORDINANCE 73-2012-13** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Jeff Burkhart for zone change on property at Trenton Road and Kennedy Road from AG Agricultural District to R-2 Single Family Residential District

This ordinance was removed from the original Consent Agenda. Councilman Steward made a motion to adopt this ordinance on second reading. The motion was seconded by Councilman Summers. Councilman Steward and Councilwoman Jones said this change could increase traffic congestion and add to already over-crowded area schools. Councilman Burkhart, as owner of the property, said he would abstain from voting on this ordinance. The following vote was recorded:

AYE: Grubbs, Guzman, Harris, Lewis, McMillan, Redd, Wallace

NAY: Allen, Jones, McLaughlin, Steward, Summers

ABSTAIN: Burkhart

The motion to adopt this ordinance on second reading passed.

## CLUSTER DEVELOPMENTS

**ORDINANCE 74-2012-13** (Second Reading) Amending the Zoning Ordinance and the Official Code of the City of Clarksville relative to cluster option development

This ordinance was removed from the original Consent Agenda. Councilman Grubbs made a motion to adopt this ordinance on second reading. The motion was seconded by Councilman Steward. City Attorney Lance Baker reviewed three amendments proposed by the Regional Planning Commission relative to Development Requirements (Sec. 3A), Setbacks (Sec. 3F), and Definitions (Sec. 5). Councilman Wallace made a motion to adopt these amendments. The motion was seconded by Councilman Steward. The following vote was recorded:

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

NAY: Jones, Steward

The three amendments proposed by the RPC unanimously passed. No action was taken on a proposed amendment relative to minimum width requirements (Sec. 3C). Mr. Baker said another possible future amendment would address who has authority to request a change to the zoning code.

Councilman Allen made a motion to postpone second reading on this ordinance to the next meeting to allow the city attorney and the RPC to review additional amendments to the cluster development option. The motion was seconded by Councilwoman McLaughlin. The following vote was recorded:

AYE: Allen, Guzman, Jones, McLaughlin, Steward, Summers

NAY: Burkhart, Grubbs, Harris, Lewis, McMillan, Redd, Wallace

The motion to postpone failed. The following vote on the original motion as amended was recorded:

AYE: Burkhart, Grubbs, Guzman, Harris, Lewis, Redd, Summers, Wallace

NAY: Allen, Jones, McLaughlin, Steward

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

#### COMMUNITY DEVELOPMENT COMMITTEE

*David Allen, Chair*

Councilman Allen said the Community Development Department had been awarded a Governor's Disaster Recovery Grant for Summit Heights in the amount of \$447,232.

#### FINANCE COMMITTEE

*Joel Wallace, Chair*

Councilman Wallace said no significant deficiencies were noted in the City's recently completed external audit.

#### GAS & WATER COMMITTEE

*Jeff Burkhart, Chair*

Councilman Burkhart said Gas & Water's Customer Service offices would be closed Friday, April 5<sup>th</sup>, for computer software upgrades. He congratulated Wade Rudolph on his retirement with 30 years of service with the department.

#### PARKS, RECREATION, GENERAL SERVICES

*Wallace Redd, Chair*

Councilman Redd recognized Councilman Summers who announced a policy change for fundraising events at McGregor Park and Liberty Park and mentioned certain situations that may require payment of facility rental fees.

Councilman Summers announced Ronald Graham had been named "Clarksville Sports Legends Coach of the Year."

Councilman Summers mentioned upcoming events including Clarksville Greenway Cleanup Day, City Employee Golf Scramble, and Warrior Week.

#### **PUBLIC SAFETY COMMITTEE**

(Building & Codes, Fire, Police)

*Geno Grubbs, Chair*

Councilman Grubbs announced the following department statistics for March 2013: Building & Codes Enforcement Division – 222 cases; Building & Codes Construction Division – 1,462 inspections; Building & Codes Administration – 79 single-family permits; Clarksville Fire & Rescue – 768 emergency responses; Clarksville Police Department – 13,447 dispatched and self-initiated cases.

Councilman Grubbs said the CPD's impaired driving patrol conducted March 29-30 resulted in 133 charges including driving under the influence, light and equipment violations, and speeding.

#### **STREET COMMITTEE**

*James Lewis, Chair*

Councilman Lewis said the Street Department processed 177 work orders during March.

#### **TRANSPORTATION COMMITTEE**

*Marc Harris, Chair*

Councilman Harris said Clarksville Transit System transported 70,871 passengers during March which was approximately ten percent less than the same month for the previous year.

#### **FUNERAL ESCORT POLICY**

**RESOLUTION 42-2012-13** Expressing the sense of the City Council pertaining to policy regarding Clarksville Police Department of Escort of Funeral Processions

Councilman Allen made a motion to adopt this resolution. The motion was seconded by Councilman Steward.

Councilman Burkhart said the City should consider adding personnel to the FY14 budget to safety escort all vehicles in funeral processions. Councilwoman McLaughlin said in this situation the City would be providing a service for funeral homes and not providing various services for other private businesses. Councilman Redd called for the question. The question was seconded by Councilman Lewis. A voice vote was taken; the motion to cease discussion passed without objection. The following vote on the original motion was recorded:

AYE: Allen, Harris, Jones, Steward

NAY: Burkhart, Grubbs, Guzman, Lewis, McLaughlin, Redd, Wallace

The motion to adopt this resolution failed.

## MAYOR AND STAFF REPORTS

Mayor McMillan invited the public to the annual MS Walk at Liberty Park on April 6<sup>th</sup>.

Mayor McMillan shared the status of the following capital projects:

- Public Safety Communications System: Contract was expected to be awarded within a few weeks.
- Performing Arts Center: Bid opening was scheduled for April 11.
- Police/Fire Facility: Land acquisition was underway; proposed site was determined to be inadequate for CPD.
- Smith-Trahern repairs: Architectural drawings were being completed.
- Jordon Road Traffic Signal: Completed and funded by TDOT.
- Trenton Road/Tylertown Road Drainage: Engineering work was ongoing.

In response to Councilman Steward's question, Project Manager Daniel Binkley said bids for the City Hall Air Conditioning System (chiller) should be received the second week of April.

In response to Councilwoman McLaughlin's question, Parks Manager Tonya Vaden said the architectural study for the Smith-Trahern Mansion, including chimney repair, should be completed by the end of April.

## ADJOURNMENT

The meeting adjourned at 9:16 p.m.

ORDINANCE 75-2012-13

AN ORDINANCE ACCEPTING PROPERTY FROM CHARLES C. POWERS FOR  
HICKORY WILD SEWER LIFT STATION

*WHEREAS,* the City of Clarksville seeks to acquire title to certain real property owned by Charles C. Powers and identified in Exhibit A attached hereto (the “Property”) for the purpose of maintaining and operating the Hickory Wild # 2 sewer lift station;

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

That the Clarksville City Council hereby authorizes the acquisition of the Property, more fully described in Exhibit A attached hereto, from Charles C. Powers.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

## **EXHIBIT A**

Being the site of a sewage lift station adjacent to the existing sewer line easement and in the proximity of the Hickory Wild club house. Said parcel being a portion of the Hickory Wild, Section 1C, Cluster Final Plat as recorded in Plat Book F, Page 782, in the Register's Office for Montgomery County, Tennessee. Said parcel being generally described as South of Kirkwood Road, northwest of Shield Drive and east of and adjacent to John Duke Tyler Boulevard, said parcel being more particularly described as follows, to-wit:

Beginning at a point, said point being on the eastern right of way of said John Duke Tyler Boulevard, said point also being North 03 degrees 14 minutes 14 seconds west, a distance of 346.4 feet from the intersection of said Shield Drive and said John Duke Tyler Boulevard, said point also being the southwestern corner of the herein described parcel; thence leaving said point and with the northern right of way of John Duke Tyler Boulevard, on a curve to the right, having a radius of 252.50 feet, an arc length of 147.18 feet, a tangent of 75.75 feet, a delta of 33 degrees 23 minutes 51 seconds and being subtended by a chord bearing and distance of north 00 degrees 57 minutes 26 seconds east, a chord distance of 145.11 feet to a point, said point being on the boundary line of said Hickory Wild, Section 1C Cluster Final Plat, said point being the northwestern corner of the herein described parcel; thence leaving said right of way and with said boundary line, south 67 degrees 32 minutes 05 seconds east a distance of 254.82 feet to a point, said point being the northwestern corner of the herein described parcel; thence leaving said northern boundary line and with the boundary lines of said 1.24 +/- acre open area the following four (4) calls, south 22 degrees 27 minutes 55 seconds west a distance of 28.29 feet to a point; thence south 18 degrees 02 minutes 30 seconds west a distance of 94.35 feet to a point; thence south 74 degrees 15 minutes 32 seconds west a distance of 20.00 feet to the point of beginning.

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

The above property being a portion of the same conveyed to the Grantor by deed of record in ORBV 1370, Page 1668 in the Register's Office for Montgomery County, Tennessee.

RESOLUTION 45-2012-13

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ELECTRIC SYSTEM REVENUE REFUNDING BONDS OF THE CITY OF CLARKSVILLE, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$52,000,000; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE ELECTRIC SYSTEM OF THE CITY OF CLARKSVILLE, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM

WHEREAS, the City of Clarksville, Tennessee (the "Municipality") is duly incorporated pursuant to Chapter 252 of the 1929 Private Acts of the State of Tennessee, as amended; and

WHEREAS, the Municipality now owns and operates, through the Clarksville Electric Power Board (the "Board"), an electrical power transmission and distribution system (the "System"); and

WHEREAS, municipalities in Tennessee are authorized by Sections 7-34-101 et seq. and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, for the purpose of achieving debt service savings, the Board has recommended that the Municipality issue electric system revenue refunding bonds (the "Series 2013 Bonds") and use the proceeds to (i) refund all or a portion of the Municipality's Electric System Revenue Refunding and Improvement Bonds, Series 2004, dated January 1, 2004 (the "Series 2004 Bonds"), maturing September 1, 2014 through September 1, 2023, inclusive, and Electric System Revenue Bonds, Series 2007, dated March 29, 2007 (the "Series 2007 Bonds"), maturing September 1, 2018 through September 1, 2028, inclusive, and September 1, 2032, and (ii) pay costs of issuance and sale of the Series 2013 Bonds, and the City Council of the Municipality (the "Governing Body") believes it to be necessary and advisable and in the public interest to do so; and

WHEREAS, said bonds will not be general obligations of the Municipality and bondholders will have no recourse to the Municipality's power of taxation, but instead, said bonds will be payable from and secured solely by the revenues of the System; and

WHEREAS, the Series 2013 Bonds shall be issued on a parity of lien with the Municipality's remaining outstanding Series 2004 Bonds, remaining outstanding Series 2007 Bonds and outstanding Electric System Revenue Bonds, Series 2010A, dated January 27, 2010 (the "Series 2010 Bonds"), which have all been authorized by and issued under a resolution of the Governing Body adopted December 4, 2003, as supplemented and amended March 1, 2007 and December 15, 2009 (collectively, the "Master Resolution"); and

WHEREAS, the plan of refunding for the Outstanding Bonds has been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-1003, Tennessee Code Annotated, as amended, and she has acknowledged receipt thereof to the Municipality and submitted her report thereon, which is attached hereto as Exhibit C; and

WHEREAS, it is the intention of the Governing Body to adopt this resolution for the purpose of (a) authorizing the issuance of the Series 2013 Bonds, on a parity of lien with the outstanding Series 2004

Bonds, Series 2007 Bonds and Series 2010 Bonds, in an aggregate principal amount not to exceed \$52,000,000 to (i) refund all or a portion of the Series 2004 Bonds maturing September 1, 2014 through September 1, 2023, inclusive, and all or a portion of the Series 2007 Bonds maturing September 1, 2018 through September 1, 2028, inclusive, and September 1, 2032, and (ii) pay costs of issuance and sale of the Series 2013 Bonds, (b) establishing the terms of the Series 2013 Bonds and (c) providing the disposition of the proceeds therefrom, the collection of revenues from the System and the application thereof to the payment of principal of, premium, if any, and interest on the Series 2013 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarksville, Tennessee, as follows:

Section 1. Definitions. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Master Resolution. Because the Series 2004 Bonds authorized by the Master Resolution were issued in 2004 rather than in 2003, as originally contemplated by the Master Resolution, all references in the Master Resolution to "Series 2003 Bonds" shall be deemed to be references to "Series 2004 Bonds". The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean the Series 2004 Bonds, Series 2007 Bonds, Series 2010 Bonds, Series 2013 Bonds and any additional bonds hereafter issued on a parity therewith.

(b) "Bond Purchase Agreement" shall mean the bond purchase agreement providing for the purchase and sale of the Series 2013 Bonds, by and between the Underwriter and the Municipality, in substantially the form attached hereto as Exhibit A, with such modifications thereto as shall be necessary to properly describe the Series 2013 Bonds being purchased.

(c) "Depository" shall mean any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(d) "DTC" shall mean The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(e) "DTC Participant(s)" shall mean securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(f) "Escrow Agent" shall mean the financial institution, or successor, appointed by the Mayor pursuant to Section 12 herein to serve as an escrow agent for the purposes herein described.

(g) "Master Resolution" shall mean have the meaning ascribed in the preamble.

(h) "Refunded Bonds" shall mean the Series 2004 Bonds, maturing September 1, 2014 through September 1, 2023, inclusive, and the Series 2007 Bonds, maturing September 1, 2018 through September 1, 2028, inclusive, and September 1, 2032.

(i) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Series 2013 Bonds, to be entered into by and between the Municipality and the Escrow Agent, in substantially the form of the document attached hereto and incorporated herein by this reference as Exhibit B, subject to such changes therein as shall be permitted by Section 12 hereof.

(j) "Registration Agent" shall mean the financial institution, or its successor, appointed by the Mayor pursuant to Section 3 herein to serve as a registration and paying agent for the Series 2013 Bonds as herein provided.

(k) "Series 2004 Bonds" shall have the meaning ascribed in the preamble.

(l) "Series 2007 Bonds" shall have the meaning ascribed in the preamble.



- (m) "Series 2010 Bonds" shall have the meaning ascribed in the preamble.
- (n) "Series 2013 Bonds" shall mean the electric system revenue refunding bonds authorized to be issued by this resolution.
- (o) "Underwriter" means Wiley Bros. – Aintree Capital, LLC, Nashville, Tennessee.

Section 2. Authority; Findings.

(a) The bonds authorized by this resolution are issued pursuant to Sections 7-34-101 et seq. and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, other applicable provisions of law and the Master Resolution, as supplemented and amended by this resolution. As set forth in Section 7.8 of the Master Resolution, all requirements of the Municipality hereunder shall be carried out by the Board, and all funds and accounts described herein shall be held and maintained by the Board.

(b) The Board has found, and the Governing Body hereby finds, that the refunding of all or a portion of the Refunded Bonds will result in debt service savings to the System and, therefore, that it is in the best interest of the System and the Municipality to refund all or a portion of the Refunded Bonds.

Section 3. Authorization and Terms of the Series 2013 Bonds.

(a) For the purpose of providing funds to (i) refund all or a portion of the Refunded Bonds and (ii) pay bond issuance costs, all as more fully set out in Section 10 hereof, there are hereby authorized to be issued electric system revenue refunding bonds of the Municipality in the aggregate principal amount of not to exceed \$52,000,000. Such bonds shall be issued in fully registered form, without coupons, shall, subject to adjustments permitted herein under Section 9, be known as "Electric System Revenue Refunding Bonds" and shall be dated their issue date, or such other date as shall be determined by the Mayor pursuant to Section 9 hereof. The Series 2013 Bonds shall bear interest at rate not to exceed five percent (5.00%) per annum, payable (subject to adjustments permitted under Section 9 hereunder) semi-annually on March 1 and September 1 in each year, commencing September 1, 2013. The Series 2013 Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the Underwriter. The Series 2013 Bonds shall mature on each September 1, commencing no earlier than September 1, 2013 and ending no later than September 1, 2032, in such amounts as shall be established by the Mayor, in consultation with the President of the Board, and set forth in the Bond Purchase Agreement, taking into account the cash flow and operational needs of the System.

(b) Subject to adjustments permitted in Section 9 hereof,

- (i) the Series 2013 Bonds maturing on or before September 1, 2023 shall not be subject to optional redemption. The Series 2013 Bonds maturing on or after September 1, 2024 shall be subject to redemption at the option of the Municipality, upon direction of the Board, at any time on or after September 1, 2023, in whole or part, at price of par plus interest accrued to the redemption date.

- (ii) Except as set forth below, if less than all the Series 2013 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Board in its discretion. If less than all of the Series 2013 Bonds within a single maturity shall be called for redemption, the Series 2013 Bonds within the maturity to be redeemed shall be selected as follows:

- (A) if the Series 2013 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2013 Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(B) if the Series 2013 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2013 Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 9 hereof, the Mayor, in consultation with the President of the Board, is authorized to sell the Series 2013 Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor, in consultation with the President of the Board. In the event any or all the Series 2013 Bonds are sold as term bonds, the Municipality shall redeem such term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts set forth herein for each redemption date, as such maturity amounts may be adjusted pursuant to Section 9 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be so redeemed shall be selected by lot or in such other random manner as the Registration Agent in its discretion may designate.

At its option, to be exercised on or before the 45th day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Series 2013 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2013 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2013 Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2013 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the 45th day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Series 2013 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Series 2013 Bonds for which proper notice was given. The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 2013 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2013 Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Series 2013 Bonds and provision of notices with respect to Series 2013 Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Series 2013 Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be

satisfactory to the Registration Agent). From and after the redemption date, all Series 2013 Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Municipality hereby authorizes and directs the Mayor to appoint the Registration Agent and authorize and direct the Registration Agent to maintain bond registration records with respect to the Series 2013 Bonds, to authenticate and deliver the Series 2013 Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the Municipality, to effect transfers of the Series 2013 Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2013 Bonds as provided herein, to cancel and destroy Series 2013 Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Series 2013 Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Series 2013 Bonds paid, Series 2013 Bonds outstanding and payments made with respect to interest on the Series 2013 Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest any such written agreement between the Municipality and the Registration Agent as they shall deem necessary or proper with respect to the Registration Agent's obligations with respect to the Series 2013 Bonds. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Series 2013 Bonds shall be payable, principal and interest, in lawful money of the United States of America at the office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2013 Bonds on each interest payment date directly to the registered owners as shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owners at their addresses shown on said bond registration records, without, except for final payment, the presentation or surrender of such registered Series 2013 Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Series 2013 Bonds to the extent of the payments so made. Payment of principal of the Series 2013 Bonds shall be made upon presentation and surrender of such Series 2013 Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a 360 day year composed of twelve months of 30 days each. If requested by any registered owner (including DTC) of at least \$1,000,000 in aggregate principal amount of the Series 2013 Bonds, payment of interest on such Series 2013 Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Series 2013 Bond which is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid to the persons in whose names the Series 2013 Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2013 Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than 15 nor less

than ten days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2013 Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2013 Bonds when due.

(h) The Series 2013 Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Series 2013 Bond(s) to be transferred with the form of assignment on the last page thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Series 2013 Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Series 2013 Bond(s) in such form and with such documentation, if any, required by the Registration Agent, the Registration Agent shall issue a new Series 2013 Bond or Series 2013 Bonds to the assignee(s) in \$5,000 denominations or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 2013 Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2013 Bond, nor to transfer or exchange any Series 2013 Bond after notice calling such Series 2013 Bond for redemption has been made, nor to transfer or exchange any Series 2013 Bond during the period following the receipt of instructions from the Municipality to call such Series 2013 Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Series 2013 Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Series 2013 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2013 Bonds shall be overdue. Series 2013 Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Series 2013 Bonds of the same maturity in any authorized denomination or denominations.

(i) The Series 2013 Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

(j) Notwithstanding anything contained herein to the contrary, the Series 2013 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2013 Bonds. References in this Section to a Series 2013 Bond or the Series 2013 Bonds shall be construed to mean the Series 2013 Bond or the Series 2013 Bonds that are held under the Book-Entry System. One Series 2013 Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Series 2013 Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Series 2013 Bonds. Beneficial ownership interests in the Series 2013 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Series 2013 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner

purchased its Series 2013 Bonds. Transfers of ownership interests in the Series 2013 Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE SERIES BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2013 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Series 2013 Bonds, so long as DTC is the only owner of the Series 2013 Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Municipality. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Series 2013 Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Series 2013 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Series 2013 Bonds in the form of fully registered Series 2013 Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE SERIES 2013 BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2013 BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2013 BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 2013 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2013 Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Series 2013 Bonds and provision of notices with respect to Series 2013 Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Series 2013 Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Series 2013 Bonds to the Underwriter or as it may designate upon receipt by the Municipality of the proceeds of the

sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an authorized representative thereof on the certificate set forth herein on the bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Series 2013 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2013 Bond, or in lieu of and in substitution for such lost, stolen or destroyed Series 2013 Bond, or if any such Series 2013 Bond shall have matured or shall be about to mature, instead of issuing a substituted Series 2013 Bond the Municipality may pay or authorize payment of such Series 2013 Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Series 2013 Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Series 2013 Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 4. Source of Payment. The principal of and interest on the Series 2013 Bonds shall be payable solely from and be secured by a pledge of the Net Revenues to be derived from the operation of the System as provided in the Master Resolution, on a parity and equality of lien with the outstanding Series 2004 Bonds, the Series 2007 Bonds, Series 2010 Bonds and any bonds hereafter issued on a parity therewith. The punctual payment of principal of and premium, if any, and interest on the Series 2013 Bonds, the Series 2004 Bonds, the Series 2007 Bonds, Series 2010 Bonds and any bonds hereafter issued on a parity therewith shall be secured equally and ratably by said Net Revenues without priority by reason of series, number or time of sale or delivery. The owners of the Series 2013 Bonds shall have no recourse to the power of taxation of the Municipality or any other funds or monies thereof, other than the Net Revenues of the System.

Section 5. Form of Series 2013 Bonds. The Series 2013 Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Series 2013 Bonds are prepared and delivered:

(Form of Series 2013 Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE

COUNTY OF MONTGOMERY  
CITY OF CLARKSVILLE  
ELECTRIC SYSTEM REVENUE REFUNDING BOND, SERIES 2013

Interest Rate: \_\_\_\_\_ Maturity Date: \_\_\_\_\_ Date of Bond: \_\_\_\_\_ CUSIP No.: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the City of Clarksville, Tennessee, a municipal corporation lawfully organized and existing in Montgomery County, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date, said interest being payable on [September 1, 2013], and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the corporate trust office of \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond by check or draft on each interest payment date directly to the registered owner hereof shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owner at such owner's address shown on said bond registration records (unless the registered owner is DTC, as defined herein, in which case payment shall be in accordance with the policies of DTC), without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal on the Bonds shall be made upon presentation and surrender of this Bond to the Registration Agent.

Notwithstanding anything herein or in the Resolution (as hereinafter defined) to the contrary, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution (as hereafter defined), pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not

taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[The Bonds of the issue of which this Bond is one, maturing on or after September 1, 2024, shall be subject to redemption prior to maturity at the option of the Municipality on or after September 1, 2023, as a whole or in part at any time at the redemption price of par plus interest accrued to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(a) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(b) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:



Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed
-------------------	--------------------	--

**\*Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption, whether mandatory or optional, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Bond Resolution, as hereafter defined.

If this Bond is no longer registered in the name of Cede & Co. as nominee for DTC, this Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized

denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality for the purpose of providing funds to (i) refund the Municipality's outstanding Electric System Revenue Refunding and Improvement Bonds, Series 2004, dated January 1, 2004 (the "Series 2004 Bonds"), maturing [September 1, 2014 through September 1, 2023, inclusive], and Electric System Revenue Bonds, Series 2007, dated March 29, 2007 (the "Series 2007 Bonds"), maturing [September 1, 2018 through September 1, 2028, inclusive, and September 1, 2032], and (ii) pay of the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 7-34-101 et seq. and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the City Council of the Municipality on December 4, 2003, as amended and supplemented by resolutions on March 1, 2007, December 15, 2009 and May 2, 2013 (collectively, the "Resolution").

This Bond, and interest hereon, are payable solely from and secured by a pledge of the income and revenues to be derived from the operation of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing, and insuring the System on a complete parity and equality of lien with the Municipality's outstanding Series 2004 Bonds, Series 2007 Bonds and Electric System Revenue Bonds, Series 2010A, dated January 27, 2010 (the "Series 2010 Bonds"). As provided in the Resolution, the punctual payment of principal of and interest on the series of Bonds of which this Bond is one, the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010 Bonds and any other bonds issued on a parity therewith pursuant to the terms of the Resolution, shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. The owner of this Bond shall have no recourse to the power of taxation of the Municipality. The Municipality has covenanted and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Bond and the issue of which it is a part, as each payment becomes due. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Clerk, all as of the date hereinabove set forth.

CITY OF CLARKSVILLE

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
City Clerk

Transferable and Payable at: \_\_\_\_\_  
\_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto whose address is \_\_\_\_\_, the within bond of the City of Clarksville, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, attorney, to transfer the said bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notice: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without enlargement or alteration, or any change whatsoever.

Signature guaranteed:

---

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[END OF BOND FORM]

Section 6. Equality of Lien; Pledge of Net Revenues. The punctual payment of principal of, premium, if any, and interest on the Series 2013 Bonds, the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010 Bonds and any Parity Bonds hereafter issued shall be secured equally and ratably by the Net Revenues without priority by reason of number or time of sale or execution or delivery and, subject to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, the Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Section 7. Applicability of the Resolution.

(a) This resolution is supplementary to and amends the Master Resolution to provide for the issuance of the Series 2013 Bonds on a parity with the Series 2004 Bonds, the Series 2007 Bonds and the Series 2010 Bonds. The provisions of Article I (Definitions), Article VI (Application of Revenues), Article VII (Covenants), Article VIII (Remedies of Bond Owners), Article IX (Prohibition of Prior Lien; Parity Bonds), Article XII (Discharge and Satisfaction of Bonds), Article XIII (Modification of Resolution), and Section 17.1 (Resolution a Contract) of the Master Resolution are hereby ratified and confirmed and incorporated herein by reference. For so long as any of the Series 2013 Bonds shall be outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of the Series 2013 Bonds as provided in Article XII of the Master Resolution, the above-listed provisions of the Master Resolution shall be applicable to the Series 2013 Bonds and shall inure to the benefit of owners of the Series 2013 Bonds as if set out in full herein.

Section 8. Application of Revenues. From and after the delivery of the Bonds hereunder, and as long as any of the Bonds shall be outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of all the Bonds as provided in the Master Resolution, the entire income and revenues of the System shall be deposited in the appropriate fund created by the Master Resolution and shall be used in all respects as provided therein; provided that the amount of revenues required to be deposited to the Bond Fund shall be increased with respect to the Series 2013 Bonds, if and as necessary, so that equal monthly deposits to the Bond Fund will be sufficient to provide for the first payments of principal of and interest on the Series 2013 Bonds.

Section 9. Sale of Bonds.

(a) The Series 2013 Bonds shall be sold at negotiated sale to the Underwriter at a price of not less than 99% of par, exclusive of original issue discount, plus accrued interest, as shall be determined by the Mayor in consultation with the President of the Board. The sale of the Series 2013 Bonds, in one or more series, to the Underwriter shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) To facilitate the sale of the Series 2013 Bonds in a manner that is in the best interest of the Municipality, the Mayor, in consultation with the President of the Board, is authorized to:

(i) sell less than the principal amount authorized herein and refund all or less than all of the Refunded Bonds;

(ii) change or remove the Municipality's optional redemption provisions of the Series 2013 Bonds, provided that the redemption premium, if any, does not exceed two percent (2%) of the par amount of the Series 2013 Bonds called for redemption;

(iii) sell any or all of the Series 2013 Bonds as term bonds with annual mandatory redemption requirements;

(iv) change the dated date of the Series 2013 Bonds to a date other than the issue date and change the designation of the Series 2013 Bonds to a designation other than "Electric System Revenue Refunding Bonds";

(v) adjust principal and interest payment dates and maturity amounts of the Series 2013 Bonds; provided that (i) the total principal amount of all emissions of the Series 2013 Bonds does not exceed the total amount of Series 2013 Bonds authorized herein, (ii) the first maturity date of the Series 2013 Bonds does not exceed two (2) years from the dated date of the Series 2013 Bonds and (iii) the final maturity date of the Series 2013 Bonds is not later than the final maturity date authorized in Section 3 hereof;

(vi) sell the Series 2013 Bonds or any maturities thereof as serial bonds or term bonds with mandatory redemption requirements corresponding to the maturity dates set forth herein or as otherwise determined by the Mayor, as she shall deem most advantageous to the Municipality; and

(vii) cause all or a portion of the Series 2013 Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to the Series 2013 Bonds to the extent not inconsistent with this resolution.

All decisions by the Mayor made pursuant to this subsection shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(c) Notwithstanding anything herein to the contrary, the Series 2013 Bonds shall not be sold unless the debt service savings resulting therefrom exceeds three percent (expressed as a percentage of the par amount of the Refunded Bonds selected for refunding).

(d) The Mayor and the City Clerk, or either of them, are authorized to cause the Series 2013 Bonds to be authenticated and delivered by the Registration Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including an official statement, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Series 2013 Bonds.

(e) The Mayor of the Municipality is hereby authorized to execute and the City Clerk is authorized to attest the Bond Purchase Agreement with the Underwriter of the Series 2013 Bonds, providing for the purchase and sale of the Series 2013 Bonds, in one or more series. The form of Bond Purchase Agreement attached hereto as Exhibit A is hereby in all respects approved and the Mayor of the Municipality and the City Clerk are hereby authorized and directed to execute and deliver the same on

behalf of the Municipality in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor, her execution thereof to constitute conclusive evidence of her approval of all such changes, provided the Bond Purchase Agreement effects the sale of the Series 2013 Bonds in accordance with the provisions of this resolution, and is not inconsistent with the terms hereof.

Section 10. Disposition of Bond Proceeds. The proceeds of the sale of the Series 2013 Bonds shall be used and applied as follows:

(a) an amount, which together with investment earnings thereon and legally available funds of the Municipality, if any, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds designated for refunding shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; and

(b) the remainder of the proceeds of the sale of the Series 2013 Bonds shall be used to pay the costs of issuance and sale of the Series 2013 Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2013 Bonds.

Section 11. Official Statement. The Mayor of the Municipality and the President of the Board are hereby authorized and directed to provide for the preparation and distribution of Preliminary Official Statement describing the Series 2013 Bonds and the Municipality. The Mayor of the Municipality and the President of the Board, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor of the Municipality and the President of the Board, or either of them, shall arrange for the delivery to the Underwriter of a reasonable number of copies of the Official Statement within seven business days after the Series 2013 Bonds have been sold for delivery by the Underwriter to each potential investor requesting a copy of the Official Statement.

The Mayor of the Municipality and the President of the Board, or either of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Section 12. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on all or a portion of the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the City Clerk to attest on behalf of the Municipality the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Series 2013 Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Municipality hereby authorizes and directs the Mayor to appoint the Escrow Agent, and the Escrow Agent so appointed is hereby authorized and directed to hold and

administer all funds deposited in trust for the payment when due of principal of, premium, if any, and interest on all or a portion of the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 13. Redemption of the Refunded Bonds. The Mayor and City Clerk, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds designated for refunding at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolutions authorizing the issuance of said Refunded Bonds.

Section 14. Notice of Refunding. Prior to the issuance of the Series 2013 Bonds, notice of the Municipality's intention to refund the Refunded Bonds designated for refunding, to the extent required by applicable law, shall be given by the registration agent for said Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by the registration agent of said Refunded Bonds. The Mayor and the City Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notices on behalf of the Municipality in accordance with this Section.

Section 15. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide financial information and certain event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Series 2013 Bonds. The Board shall have the responsibility for providing such information and notices on behalf of the Municipality. The President of the Board is authorized to execute at the closing of the sale of the Series 2013 Bonds, an agreement for the benefit of and enforceable by the owners of the Series 2013 Bonds specifying the details of the financial information and event notices to be provided and specifying the Board's obligation to provide such disclosure on the Municipality's behalf. Failure of the Board to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2013 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Board to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Federal Tax Matters. The Municipality recognizes that the purchasers and owners of the Series 2013 Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is exempt from federal income taxation under laws in force on the date of delivery of the Series 2013 Bonds. In this connection, the Municipality agrees that it shall take no action that may render the interest on any of the Series 2013 Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body of the Municipality that the proceeds of the Series 2013 Bonds will not be used in a manner which will cause such bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, including any lawful regulations promulgated or proposed thereunder, and to this end the proceeds of the Series 2013 Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of any Series 2013 Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Series 2013 Bonds from becoming taxable. The Mayor and the President of the Board are authorized and directed to make such certifications in this regard in connection with the sale of the Series 2013 Bonds as they shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality and the Board, respectively. The Series 2013 Bonds shall be subject to the Municipality's Federal Tax Policies and Procedures adopted by the Governing Body.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.



Section 18.      Compliance with Debt Management Policy. The Municipality has adopted a debt management policy, as required by the State Funding Board of the State of Tennessee. The Governing Body hereby finds that the issuance and sale of the Series 2013 Bonds, as proposed herein, is consistent with the Municipality's debt management policy. Specifically, (a) the refunding will achieve the minimum threshold debt service savings contemplated by our debt management policy, and (b) the debt service and issuance costs of the transaction have been fully disclosed insofar as the Director of State and Local Finance's report on plan of refunding is attached hereto as Exhibit C. The Governing Body hereby delegates to the Mayor, the Finance Director and the President of the Board, or any of them, the authority to obtain and review the Underwriter's take-down information prior to the pricing of the Series 2013 Bonds, as prescribed by our debt management policy.

Section 19.      Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

*[signature page follows]*

Adopted and approved this 2<sup>nd</sup> day of May, 2013.

---

Kim McMillan, Mayor

ATTEST:

---

Sylvia Skinner, City Clerk

STATE OF TENNESSEE )

COUNTY OF MONTGOMERY )

I, Sylvia Skinner, hereby certify that I am the duly qualified and acting City Clerk of the City of Clarksville, Tennessee (the "Municipality"), and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Governing Body of the Municipality held on May 2, 2013; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$52,000,000 Electric System Revenue Refunding Bonds, Series 2013 of the Municipality.

WITNESS my official signature and seal of said Municipality this \_\_\_\_ day of May, 2013.

\_\_\_\_\_  
Sylvia Skinner, City Clerk

(SEAL)

EXHIBIT A

Form of Bond Purchase Agreement

CITY OF CLARKSVILLE, TENNESSEE  
ELECTRIC SYSTEM REVENUE REFUNDING BONDS, SERIES 2013

\_\_\_\_\_, 2013

BOND PURCHASE AGREEMENT

City of Clarksville  
City Hall, Suite 300  
One Public Square  
Clarksville, TN 37041  
Attention: Mayor

To the Addressee:

The undersigned, Wiley Bros.-Aintree Capital, LLC, Nashville, Tennessee (the “Underwriter”), being duly authorized, hereby offers to enter into this Bond Purchase Agreement (this “Purchase Contract”) with the City of Clarksville, Tennessee (the “Issuer”) for the purchase by the Underwriter and the sale by the Issuer of the Bonds referred to in Section 1 hereof. This offer is made subject to acceptance by the Issuer of this Purchase Contract, which acceptance shall be evidenced by the execution of this Purchase Contract by a duly authorized officer of the Issuer prior to 11:59 p.m., Central Time, on \_\_\_\_\_, 2013. Upon such acceptance and execution, this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. Capitalized terms used herein not otherwise defined herein have the meanings assigned to them in the Resolution referred to in Section 2 hereof.

SECTION 1. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter all (but not less than all) of its Electric System Revenue Refunding Bonds, Series 2013 in an aggregate principal amount of \$\_\_\_\_\_ (the “Series 2013 Bonds”), at the purchase price of \$\_\_\_\_\_ (which is equal to par, plus net original issue premium of \$\_\_\_\_\_, less Underwriter’s discount of \$\_\_\_\_\_).

SECTION 2. The Series 2013 Bonds shall be as described in, and shall be authorized by, and secured pursuant to, a resolution of the Issuer adopted on December 4, 2003, as supplemented on March 1, 2007, December 15, 2009 and May 2, 2013 (the “Resolution”). Under the terms of the Resolution, the Issuer has created a first lien on the Net Revenues of the Issuer’s electric system (the “System”) as security for the Series 2013 Bonds and the Issuer’s Electric System Revenue Refunding and Improvement Bonds, Series 2004 (the “Series 2004 Bonds”), the Issuer’s Electric System Revenue Bonds, Series 2007 (the “Series 2007 Bonds”), the Issuer’s Electric System Revenue Bonds, Series 2010A (the “Series 2010 Bonds”) and any parity bonds hereafter issued (the “Parity Bonds”). Interest on the Series 2013 Bonds shall be payable on March 1 and September 1 of each year, beginning

September 1, 2013. The Series 2013 Bonds shall bear interest from their dated date at the rates, shall mature in the amounts and shall be subject to optional redemption as set forth in Schedule I hereof.

SECTION 3. The proceeds to be received by the Issuer from the sale of the Series 2013 Bonds will be used to (i) refund the Issuer's Series 2004 Bonds, maturing [September 1, 2014 through September 1, 2023, inclusive], and Series 2007 Bonds, maturing [September 1, 2018 through September 1, 2028, inclusive, and September 1, 2032] (collectively, the "Refunded Bonds") and (ii) pay the costs of issuing the Series 2013 Bonds.

SECTION 4. The Underwriter agrees to make a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) of all of the Series 2013 Bonds of each maturity at prices not greater than, and yields not less than, those set forth in Schedule I hereto. If such public offering does not result in the sale of all Series 2013 Bonds, the Underwriter may offer and sell the Series 2013 Bonds without any request or prior notice to certain bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices or yields higher than the yields as set forth in Schedule I hereto; provided, however, the Underwriter reasonably expects that, based upon prevailing market conditions, at least ten (10%) percent of each maturity of each of the Series 2013 Bonds will be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than, or yields less than, those shown on Schedule I hereto in the bona fide initial offering to the public.

The Underwriter certifies that at the time of the execution of this Bond Purchase Agreement, based upon the prevailing market conditions, the Underwriter does not have any reason to believe that any of the Series 2013 Bonds will be initially sold by the Underwriter to the public (excluding such bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices greater than, or yields less than, those set forth in Schedule I hereto. At the Closing, as a condition to the Issuer's obligation to deliver the Series 2013 Bonds, the Underwriter shall deliver to the Issuer a certificate to such effect in order to enable Bond Counsel to render its opinion as to the exclusion from gross income tax purposes of interest on the Series 2013 Bonds under the Internal Revenue Code of 1986, as amended (the "Code").

SECTION 5. The Issuer has caused to be prepared a Preliminary Official Statement, dated \_\_\_\_\_, 2013 (such Preliminary Official Statement, including the cover page and all appendices thereto, and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Series 2013 Bonds being herein called the "Preliminary Official Statement"), which the Issuer has authorized to be circulated, and the Issuer consents to the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Series 2013 Bonds. The Issuer hereby certifies to the Underwriter that the Preliminary Official Statement, as of its date, was deemed final for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "1934 Act"), except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity and delivery dates. Within seven (7) business days after the acceptance and execution of this Purchase Contract by the Issuer, the Issuer shall deliver to the Underwriter copies (in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 of the 1934 Act (the "Rule") and the rules of the Municipal Securities Rulemaking Board (the "MSRB")) of an Official Statement, dated the date hereof, substantially in the form of the Preliminary Official Statement, with only such changes therein or modifications thereof (including without limitation any changes in or modifications of any of the appendices thereto) as shall have been accepted and approved by the Underwriter in its discretion, which Official Statement shall have been duly executed on behalf of the Issuer (such Official Statement, including the cover page and all

appendices thereto and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Series 2013 Bonds being herein called the “Official Statement”). The Issuer hereby consents to the use of copies of the Official Statement, the Resolution and other pertinent documents in connection with the offering and sale of the Series 2013 Bonds.

SECTION 6. In order to assist the Underwriter in complying with the Rule, the Issuer has covenanted for the benefit of the owners of the Series 2013 Bonds to provide notices of the occurrence of certain events and to provide certain financial information and operating data relating to the Issuer to the MSRB’s Electronic Municipal Market Access System, pursuant to a Disclosure Certificate, dated the date hereof (the “Disclosure Certificate”).

SECTION 7. The Issuer hereby represents and warrants to and covenants with the Underwriter as follows:

(a) The Issuer is a municipal corporation of the State of Tennessee duly created and validly existing.

(b) The Issuer has all necessary licenses and permits to operate the System and is authorized under the laws of the State of Tennessee (i) to adopt the Resolution and perform its obligations thereunder; (ii) to issue, execute, deliver and perform its obligations under the Series 2013 Bonds; (iii) to execute, deliver and perform its obligations under this Purchase Contract, the Disclosure Certificate and the Refunding Escrow Agreement, dated as of Closing, between the Issuer and \_\_\_\_\_, as escrow agent (collectively, the “Issuer Documents”); (iv) to execute and distribute the Official Statement; and (v) to carry out and consummate all of the transactions contemplated on its part the Issuer Documents and the Official Statement.

(c) The Issuer has duly adopted the Resolution and has duly authorized all actions required to be taken by it for (i) the issuance, execution, delivery and performance of its obligations under the Series 2013 Bonds; (ii) the execution, delivery and performance of its obligations under the Issuer Documents; (iii) the execution and distribution of the Official Statement; and (iv) the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement.

(d) The Resolution is, and the Issuer Documents, when executed and delivered, will constitute, the legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms. The Series 2013 Bonds, when issued, executed, delivered and paid for as herein provided, will constitute the legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Resolution. The Series 2013 Bonds, the Series 2010 Bonds, the Series 2007 Bonds, the Series 2004 Bonds and any Parity Bonds shall be limited obligations of the Issuer, payable from and secured by a first lien on the Net Revenues of the System, and shall not constitute a general obligation of the Issuer or the State of Tennessee, or any political subdivision thereof, and neither the faith nor credit of the Issuer or the State of Tennessee, or any political subdivision thereof, shall be pledged to the payment of the Series 2013 Bonds.

(e) The Issuer will apply the proceeds from the sale of the Series 2013 Bonds as specified in the Resolution, the Official Statement and this Purchase Contract.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious

basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices; or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Resolution, the Series 2013 Bonds, the Issuer Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Issuer Documents and the Official Statement; or (B) materially adversely affect (1) the financial condition or results of operations of the System; (2) the ability of the Issuer to set rates, as set forth in the Resolution; (3) the transactions contemplated by the Issuer Documents and the Official Statement; or (4) the exemption of the interest on the Series 2013 Bonds from federal or State of Tennessee income taxation.

(g) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2013 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its properties is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties.

(h) The Issuer is not in breach of or default under the Resolution, any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or its properties is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties, which breach or default would in any way materially adversely affect the operation of the System, the issuance, execution, delivery or performance of its obligations under the Series 2013 Bonds, the execution, delivery or performance of its obligations under the Issuer Documents, the execution or distribution of the Official Statement, or the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(i) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Issuer as of the date hereof in connection with the ownership and operation of the System, the adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2013 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement have been, or will have been at the Closing, duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or “Blue Sky” laws.

(j) The Issuer agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States of America as the Underwriter may request, except that the Issuer shall not be required to consent to service of process in any jurisdiction.

(k) The information contained in the Preliminary Official Statement was, and such information contained in the Official Statement will be, at all times subsequent hereto to and including the date of the Closing, true and correct in all material respects and does not contain and, at all such times, will not contain any untrue statement of a material fact and does not omit, and at all such times, will not omit, to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(l) The financial statements of the Issuer attached as Appendix C to the Official Statement and the summary financial information of the System set forth in Appendix D of the Official Statement under the caption “Summary of Operating Results” are complete and correct and present fairly the financial position of the System as of the dates indicated therein and the results of operations and changes in financial position for the periods specified therein, and such financial statements and summary information have been prepared in conformity with generally accepted accounting principles consistently applied throughout the periods presented.

(m) Neither the Issuer nor anyone acting on its behalf has, directly or indirectly, offered the Series 2013 Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(n) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the Issuer’s knowledge, threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.

(o) Any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(p) The Issuer is not in default and has not been in default at any time as to principal or interest, with respect to any obligation issued by the Issuer or any predecessor of the Issuer.

(q) The Issuer has not received any notice, directly or indirectly, from the Internal Revenue Service (“IRS”), the Department of the Treasury, or any other court, tribunal or governmental agency contesting or questioning in any way the exclusion from federal income taxation of the interest due on any tax-exempt debt of the Issuer.

(r) Except for the Series 2004 Bonds, Series 2007 Bonds and Series 2010 Bonds, at the time of the issuance and delivery of the Series 2013 Bonds, there will be no other obligations which have a lien on, or are secured by a pledge of, the Net Revenues or assets of the System.

(s) Except as described in the Official Statement, the Issuer has not failed to comply with its continuing disclosure obligations under the Rule.

(t) Upon the application of the proceeds of the Series 2013 Bonds in accordance with the Resolution and the Official Statement, the Refunded Bonds will no longer be outstanding under the resolutions pursuant to which they were issued.

SECTION 8. At 10:00 a.m., Central Time, on \_\_\_\_\_, 2013 (the “Closing”), or at such other time or at such other date as shall have been mutually agreed upon by the Issuer and the Underwriter in writing, the Issuer will deliver, or cause to be delivered, to or upon the order of the Underwriter the Series 2013 Bonds, in definitive form, duly executed and authenticated, together with the other documents



herein required, and the Underwriter will accept such delivery and pay the purchase price of the Series 2013 Bonds. Payment for the Series 2013 Bonds shall be made in immediately available funds by check or by bank wire transfer payable to the order of the Issuer (or as otherwise directed by the Issuer prior to the Closing). If, at the Closing, the Issuer fails to deliver the Series 2013 Bonds to the Underwriter as provided herein, or if, at the Closing, any of the conditions specified in Section 9 hereof shall not have been fulfilled to the satisfaction of the Underwriter, the Underwriter may elect to be relieved of any further obligations under this Purchase Contract without thereby waiving any other rights the Underwriter may have under this Purchase Contract.

The Closing of the sale of the Series 2013 Bonds shall be held at the offices of Bass, Berry & Sims PLC, Nashville, Tennessee, except that physical delivery of the Series 2013 Bonds shall be made through the facilities of The Depository Trust Company ("DTC"). One Series 2013 Bond of each maturity shall be registered in the name of Cede & Co., as nominee of DTC.

SECTION 9. The obligations of the Underwriter hereunder shall be subject (i) to the performance by the Issuer of its obligations to be performed hereunder at and prior to the Closing or such earlier time as may be specified herein; (ii) to the accuracy of the representations and warranties of the Issuer contained herein as of the date hereof and as of the time of the Closing, as if made at and as of the time of the Closing; and (iii) to the following conditions, including the delivery by the Issuer of such documents as are contemplated hereby in form and substance satisfactory to the Underwriter:

(a) At the time of the Closing (i) the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter; and (ii) the Issuer shall have duly adopted and there shall be in full force and effect the Resolution and such other resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing, the Underwriter shall have received the following documents:

(i) An opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached to the Official Statement as Appendix E, which opinion shall be attached to the Series 2013 Bonds.

(ii) A supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit A.

(iii) An opinion of Lance Baker, Esq., Counsel for the Issuer, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit B.

(iv) An opinion of Lance Baker, Esq., Counsel for the Board, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit C.

(vi) A certificate of the Issuer, dated the date of Closing, signed by the Mayor of the Issuer in form and substance satisfactory to the Underwriter, to the effect that (A) since June 30, 2012, no material and adverse change has occurred in the financial position of the Issuer or the System or results of operations of the Issuer or the System; (B) the Issuer has not, since June 30, 2012, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official

Statement; (C) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the date of Closing, as if made on and as of the date of Closing; (D) the Issuer has performed all obligations on its part required to be performed under the Resolution and the Issuer Documents at or prior to the issuance of the Series 2013 Bonds; (E) the Issuer has satisfied all conditions under the Resolution to the issuance and delivery of the Series 2013 Bonds; (F) the Resolution is in full force and effect and has not been amended, modified, repealed or supplemented; and (G) the Issuer Documents are in the form approved in the Resolution.

(vii) A certificate of the Board, dated the date of Closing, signed by the President of the Board in form and substance satisfactory to the Underwriter, to the effect that (A) since June 30, 2012, no material and adverse change has occurred in the financial position of the System or results of operations of the System; (B) the Board has not, since June 30, 2012, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; (C) the Board will apply the proceeds from the sale of the Series 2013 Bonds as specified in the Resolution, the Official Statement and the Purchase Contract; (D) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Board, threatened against or affecting the Board (or, to the knowledge of the Board, any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the existence or powers of the Board or the financial condition or results of operations of the System; (E) the information contained in the Preliminary Official Statement and in the Official Statement relating to the Board and the System is true and correct in all material respects and does not contain and any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (F) the financial statements of the System attached as Appendix C to the Official Statement and the summary financial information of the System set forth in Appendix D of the Official Statement under the caption "Summary of Operating Results" are complete and correct and present fairly the financial position of the System as of the dates indicated therein and the results of operations and changes in financial position for the periods specified therein, and such financial statements and summary information have been prepared in conformity with generally accepted accounting principles consistently applied throughout the periods presented.

(viii) A copy of the Official Statement of the Issuer executed on behalf of the Issuer by a duly authorized officer.

(ix) A manually signed consent of \_\_\_\_\_, as to the inclusion in the Preliminary Official Statement and the Official Statement of the opinion of such firm on the financial statements included therein in Appendix C.

(x) The parity bond certificate required by the Resolution.

(xi) Evidence that Moody's Investors Service, Inc. has issued a rating of "\_\_\_\_" for the Series 2013 Bonds and that Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. has issued a rating of "\_\_\_\_" for the Series 2013 Bonds, and that such ratings are in full force and effect as of the time of the Closing.

(xii) A specimen Series 2013 Bond.

(xiii) A certificate executed by the appropriate officer of the Issuer, dated the date of Closing, to the effect that on the basis of facts and estimates set forth therein, (A) it is not expected that the proceeds of the Series 2013 Bonds will be used in a manner that would cause the Series 2013 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and applicable regulations thereunder and (B) to the best of the knowledge and belief of said officer, such expectations are reasonable.

(xiv) An executed counterpart of the Disclosure Certificate.

(xv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer, at or prior to the Closing, of all agreements then required to be performed and all conditions then required to be satisfied by the Issuer.

SECTION 10. The Underwriter shall have the right to cancel their obligations to purchase and accept delivery of the Series 2013 Bonds hereunder by notifying the Issuer, in writing, of its election to do so between the date hereof and the Closing if, on or after the date hereof and prior to the Closing:

(a) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body, or upon interest on obligations of the general character of the Series 2013 Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Series 2013 Bonds or the market price generally of obligations of the general character of the Series 2013 Bonds; or

(b) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by the Issuer, or any governmental body, department or agency of the State of Tennessee, or a decision by any court of competent jurisdiction within the State of Tennessee shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Series 2013 Bonds; or

(c) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Series 2013 Bonds under the Securities Act of 1933, as amended (the “1933 Act”), or the qualification of the Resolution under the Trust Indenture Act of 1939, as amended (the “TIA”), or it appears that the Underwriter, by selling the Series 2013 Bonds, would subject themselves to liability under any federal or state securities law or common law, including the 1933 Act, the 1934 Act or any state blue sky law; or

(d) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect; or

(e) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Series 2013 Bonds; or

(f) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Series 2013 Bonds or a general banking moratorium shall be declared by federal, Tennessee or New York authorities; or

(g) there shall have occurred any change in the financial condition or affairs of the Issuer or the System the effect of which is, in the judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Series 2013 Bonds on the terms and in the manner contemplated by the Official Statement; or

(h) either of the ratings of the Series 2013 Bonds shall have been downgraded or withdrawn and the Underwriter determines that such downgrade or withdrawal materially adversely affects the market price of the Series 2013 Bonds; or

(i) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2013 Bonds or in any way contesting or questioning any authority for or the validity of the Series 2013 Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the Issuer taken with respect to the issuance and sale thereof; or

(j) the offering of the Series 2013 Bonds, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, shall be prohibited by any applicable law or governmental regulation or by order of any court, governmental authority, board, agency, or commission; or

(k) additional material restrictions not in force on the date of this Purchase Contract shall have been imposed on trading in securities generally by a governmental authority or national association of securities dealers; or

(l) there shall have occurred any event other than those listed above the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse to make it impracticable or inadvisable to proceed with the offering of the Series 2013 Bonds on the terms and in the manner contemplated by the Official Statement.

SECTION 11. If the Issuer is unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2013 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under

further obligation hereunder; except that the respective obligations to pay expenses, as provided in Sections 13 and 16 hereof, shall continue in full force and effect. The Underwriter may, in their discretion, waive any one or more of the conditions imposed by this Purchase Contract for the protection of the Underwriter and proceed with the Closing.

SECTION 12. The Issuer agrees to notify the Underwriter of any material adverse change in its business, properties or financial condition occurring before the Closing or within 90 days thereafter that would require a revision of the information in the Official Statement in order to make the representations set forth in Section 7(k) hereof true and correct during such period.

#### SECTION 13.

(a) To the fullest extent permitted by applicable law, the Issuer agrees to indemnify and hold harmless the Underwriter against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which the Underwriter or the other persons described in subsection (b) below may become subject under: (i) any federal or state securities laws or other statutory law or at common law or otherwise, caused by or arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or caused by any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact which would be necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (ii) the 1933 Act, the 1934 Act, the TIA, or the rules or regulations under said Acts, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon the failure to register the Series 2013 Bonds under the 1933 Act or to qualify the Resolution under the TIA.

(b) The indemnity provided under this Section 13 shall extend upon the same terms and conditions to each officer, director, employee, agent or attorney of any of the Underwriter, and each person, if any, who controls any of the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Such indemnity shall also extend, without limitation, to any and all expenses whatsoever reasonably incurred by any indemnified party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of the Issuer.

(c) Within a reasonable time after an indemnified party under paragraphs (a) and (b) of this Section 13 shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which an indemnity may be claimed, such indemnified party shall, if a claim for indemnity in respect thereof is to be made against the Issuer under this Section 13, notify the Issuer in writing of the commencement thereof; but the omission to so notify the Issuer shall not relieve it from any liability that it may otherwise have to any indemnified party under applicable law other than pursuant to this Section 13. The Issuer shall be entitled to participate at its own expense in the defense, and if the Issuer so elects within a reasonable time after receipt of such notice, or all indemnified parties seeking indemnification in such notice so direct, the Issuer shall assume the defense of any suit brought to enforce any such claim, and in either such case, such defense shall be conducted by counsel chosen promptly by the Issuer and reasonably satisfactory to the indemnified party; provided, however, that if the defendants in any such action include such an indemnified party and the Issuer, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the Issuer or another defendant

indemnified party, and which are likely to cause a conflict of interest between the Issuer and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and the Issuer shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by the Issuer. Nothing contained in this paragraph (c) shall preclude any indemnified party, at its own expense, if indemnity is available pursuant to paragraphs (a) or (b) of this Section 13, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the Issuer hereunder.

(d) If the indemnification provided for in paragraphs (a) and (b) of this Section 13 is unavailable to fully hold harmless and fully indemnify any indemnified party in respect of the losses, damages, expenses, liabilities, or claims (or actions in respect thereof) specified in paragraphs (a) and (b) of this Section 13 by reason of applicable law, then the Issuer, on the one hand, and the Underwriter, on the other hand, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, expenses, actions or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Underwriter on the other hand from the offering of the Series 2013 Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Issuer on the one hand and the Underwriter on the other hand shall contribute to such amount paid or payable by the indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer on the one hand and the Underwriter on the other in connection with the statements or omissions that resulted in such losses, claims, damages, expenses, actions or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other hand shall be deemed to be in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriter hereunder (*i.e.*, the excess of the aggregate public offering price for the Series 2013 Bonds as set forth on the cover page of the Official Statement over the price to be paid by the Underwriter to the Issuer upon delivery of the Series 2013 Bonds as specified in Section 1 hereof) bears to the aggregate public offering price as described above, and the Issuer is responsible for the balance. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer on the one hand or the Underwriter on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above in this subsection (d). If contribution is available pursuant to this paragraph (d) of this Section 13, the amount paid or payable by an indemnified party as a result of the losses, damages, expenses, liabilities, claims or actions referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

SECTION 14. The indemnity and contribution provided by Section 13 hereof shall be in addition to any other liability that the Issuer may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Underwriter and each director, officer, employee, agent, attorney and controlling person referred to therein, and its respective successors, assigns and legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Purchase Contract.

SECTION 15. All representations, warranties and agreements of the Issuer set forth in or made pursuant to this Purchase Contract shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2013 Bonds.

SECTION 16. The Issuer shall pay from its own funds, any expenses incident to the issuance of the Series 2013 Bonds, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Contract, the Resolution, the Disclosure Certificate, the Preliminary Official Statement, the Official Statement, Blue Sky Memoranda and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, engraving, printing, execution and delivery of the definitive Series 2013 Bonds; (iii) the fees and disbursements of Bond Counsel, Counsel for the Issuer, Counsel for the Board, the accountants and any other experts and/or agents retained by the Issuer; (iv) the initial or acceptance fee of the Bond Registrar and Paying Agent; (v) any fees charged by rating agencies for the proposed and/or received rating of the Series 2013 Bonds; (vi) any fees of the Municipal Securities Rulemaking Board (if the Issuer is permitted to pay such fees) and the Public Securities Association in connection with the issuance of the Series 2013 Bonds; (vii) the cost of obtaining a CUSIP number assignment for the Series 2013 Bonds; (viii) the cost of overnight funds and federal funds; the cost of qualifying the Series 2013 Bonds and determining their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of the Underwriter in connection with such qualification and determination and the preparation of Blue Sky Memoranda; (ix) the cost of validation of the Series 2013 Bonds (if any); (x) the cost of preparing and publishing all advertisements relating to the Series 2013 Bonds upon commencement of the offering of the Series 2013 Bonds; (xi) the cost of the transportation of representatives of the Underwriter to attend meetings and the Closing; and (xii) the Underwriter's discount.

SECTION 17. This Purchase Contract shall inure to the benefit of and be binding upon the Issuer and the Underwriter and their respective successors and assigns. Nothing in this Purchase Contract is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 13 hereof, and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision herein contained. This Purchase Contract and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 13 hereof, and their respective successors, assigns and legal representatives, and for the benefit of no other person, firm or corporation. No one who purchases the Series 2013 Bonds from the Underwriter or other person or entity shall be deemed to be a successor merely by reason of such purchase.

SECTION 18. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2013 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), an agent or a fiduciary of the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Series 2013 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Purchase Contract, (iv)

the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2013 Bonds.

SECTION 19. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to:

Wiley Bros.-Aintree Capital, LLC  
Attention: Julianne Graham  
40 Burton Hills Blvd.  
Suite 350  
Nashville, TN 37215

SECTION 20. No recourse under or upon any obligation, indemnity, covenant or agreement contained in this Purchase Contract or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by legal or equitable proceedings by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Purchase Contract, shall be had against any trustee, director, member, commissioner, officer, employee or agent, as such, past, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or to the Underwriter or otherwise of any amount that may become owed by the Issuer hereunder. Any and all personal liability of every nature, whether at common law or in equity, or by statute or constitution or otherwise, of any trustee, director, member, commissioner, officer, employee or agent, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, the Underwriter or otherwise, of any amount that may become owed by the Issuer hereunder is hereby expressly waived and released as a condition of and in consideration for the execution of this Purchase Contract.

SECTION 21. This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.

SECTION 22. This Purchase Contract shall become effective upon your acceptance hereof.

SECTION 23. This Purchase Contract may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

Very truly yours,

WILEY BROS.-AINTREE CAPITAL, LLC

By: \_\_\_\_\_  
\_\_\_\_\_



Accepted and agreed to as  
of the date first above written:

CITY OF CLARKSVILLE, TENNESSEE

By: \_\_\_\_\_  
Kim McMillan  
Mayor

## SCHEDULE I

### Series 2013 Bonds

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
---	---------------	--------------------------------	--------------

\$ \_\_\_\_\_ % Term Bonds Due September 1, \_\_\_\_\_, Yielding \_\_\_\_\_

\_\_\_\_\_  
\*Priced to the par call date.

The Series 2013 Bonds are subject to redemption prior to maturity at the option of the Issuer on or after September 1, \_\_\_\_\_, in whole or in part (with less than all such Series 2013 Bonds of a single maturity to be selected by lot within a maturity in such manner as may be designated by the Registration Agent) at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

Exhibit A to Purchase Contract

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

\_\_\_\_\_, 2013

Clarksville Department of Electricity  
Clarksville, Tennessee

Wiley Bros.-Aintree Capital, LLC,  
on behalf of itself and the other  
members of the Underwriting Group  
Nashville, Tennessee

Re: \$\_\_\_\_\_ City of Clarksville, Tennessee Electric System Revenue Refunding Bonds,  
Series 2013

To the Addressees:

We have acted as Bond Counsel in connection with the issuance of the above-referenced bonds (the "Series 2013 Bonds"). Terms used and not otherwise defined herein shall have the meaning set forth in the Official Statement hereinafter referred to.

In our capacity as Bond Counsel, we have examined the Preliminary Official Statement, dated \_\_\_\_\_, 2013 (the "Preliminary Official Statement") and the Official Statement, dated \_\_\_\_\_, 2013 (the "Official Statement"), relating to the Series 2013 Bonds, and such other documents, instruments and certificates of public officials as we have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

Based upon the examinations, certificates and provisions referred to above, we are of the opinion, as of the date hereof and under existing law, as follows:

(1) No registration of the Series 2013 Bonds under the Securities Act of 1933, as amended, and no qualification of the Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with sale of the Series 2013 Bonds to the public.

(2) On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you that no facts have come to our attention that caused us to believe that the Official Statement (other than the statistical and financial data included therein, forecasts, numbers, estimates, assumptions and expressions of opinion, the financial statements and related notes and schedules attached thereto, information concerning The Depository Trust Company and the book-entry system for the Bonds) as of the date thereof, contained any untrue statement of a material fact or

omitted to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(3) The Bond Purchase Agreement, dated \_\_\_\_\_, 2013 (the “Bond Purchase Contract”), between Wiley Bros.-Aintree Capital, LLC and the City of Clarksville, Tennessee (the “Issuer”) has been duly authorized, executed and delivered by the Issuer and constitutes the legal, valid, binding and enforceable obligation of the Issuer.

The enforceability of the Bond Purchase Agreement may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

Very truly yours,

Exhibit B to Purchase Contract

FORM OF CLOSING OPINION OF COUNSEL FOR THE ISSUER

\_\_\_\_\_, 2013

City of Clarksville  
Clarksville, Tennessee

Wiley Bros.-Aintree Capital, LLC,  
on behalf of itself and the other members  
of the underwriting group  
Nashville, Tennessee

Re:     \$\_\_\_\_\_ City of Clarksville, Tennessee Electric System Revenue Refunding Bonds,  
Series 2013

To the Addressees:

I have acted as counsel for the City of Clarksville, Tennessee (the “Issuer”) in connection with the issuance of the above-captioned bonds (the “Series 2013 Bonds”). In this capacity, I have examined such matters of law, documents, instruments and proceedings of the Issuer as I have considered necessary to render the opinions set forth below, including but not limited to the following:

(i)     the resolution adopted by the Issuer on December 4, 2003, as supplemented on March 1, 2007, December 15, 2009 and May 2, 2013 (the “Resolution”), authorizing the issuance and delivery of the Series 2013 Bonds;

(ii)    the Preliminary Official Statement of the Issuer, dated \_\_\_\_\_, 2013 (the “Preliminary Official Statement”) and the Official Statement of the Issuer, dated \_\_\_\_\_, 2013 (the “Official Statement”);

(iii)   the Bond Purchase Agreement, dated \_\_\_\_\_, 2013 (the “Purchase Contract”), between the Issuer and Wiley Bros.-Aintree Capital, LLC;

(iv)    the Refunding Escrow Agreement, dated \_\_\_\_\_, 2013 (the “Refunding Escrow Agreement”), between the Issuer and \_\_\_\_\_; and

(v)     the Disclosure Certificate, dated \_\_\_\_\_, 2013 (the “Disclosure Certificate”).

All terms used herein, unless otherwise defined herein, have the meaning assigned to them in the Official Statement.

Based upon such examination, and such other examinations as I have deemed appropriate in rendering this opinion, I am of the opinion that:

(a) The Issuer is a duly created and validly existing municipal corporation of the State of Tennessee with full power and authority to (i) adopt the Resolution and perform its obligations under the Resolution; (ii) issue, execute, deliver and perform its obligations under Series 2013 Bonds; (iii) execute, deliver and perform its obligations under the Purchase Contract, the Refunding Escrow Agreement and the Disclosure Certificate (collectively, the "Issuer Documents"); (iv) execute and distribute the Official Statement; and (v) carry out and consummate the transactions contemplated on its part by the Issuer Documents and the Official Statement.

(b) The Series 2013 Bonds have been duly authorized, executed and delivered by the Issuer.

(c) The Issuer Documents have been duly authorized, executed and delivered by the Issuer, and the Resolution has been duly adopted by the Issuer.

(d) Except for the Series 2004 Bonds, the Series 2007 Bonds, the Series 2010 Bonds and the Series 2013 Bonds, there are no other obligations of the Issuer that have a lien on the Net Revenues of the System.

(e) The use and distribution of the Preliminary Official Statement and the Official Statement and the execution and distribution of the Official Statement have been duly authorized. The Official Statement has been duly executed by the Issuer.

(f) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2013 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its properties is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties.

(g) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Issuer as of the date hereof in connection with the ownership and operation of the System, the adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2013 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement have been, or will have been at the Closing, duly obtained and remain in full force and effect, except that no opinion is given with respect to any applicable state securities or "Blue Sky" laws.

(h) After reasonable inquiry, there is no action, suit, litigation, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body, pending or, to my knowledge, threatened, (i) affecting the existence of the Issuer or the titles of its officers to their respective offices; (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2013 Bonds; (iii) affecting the ability of the Issuer to operate and maintain the System and to collect revenues generally or other moneys pledged or to be pledged to pay the principal of and

interest on the Series 2013 Bonds; or (iv) wherein an unfavorable decision, ruling or finding would adversely affect the (A) powers of the Issuer; (B) validity or enforceability of the Resolution, the Series 2013 Bonds, the Issuer Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Issuer Documents and the Official Statement; (C) security for the Series 2013 Bonds; or (D) financial condition of the Issuer or the System.

The enforceability of the Resolution, the Series 2013 Bonds and the Issuer Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

Very truly yours,

Exhibit C to Purchase Contract

FORM OF CLOSING OPINION OF COUNSEL FOR THE BOARD

\_\_\_\_\_, 2013

Clarksville Electric Power Board  
Clarksville, Tennessee

Wiley Bros.-Aintree Capital, LLC,  
on behalf of itself and the other members  
of the underwriting group  
Nashville, Tennessee

Re:     \$\_\_\_\_\_ City of Clarksville, Tennessee Electric System Revenue Refunding Bonds,  
Series 2013

To the Addressees:

I have acted as counsel for the Clarksville Electric Power Board (the "Board") in connection with the issuance of the above-captioned bonds (the "Series 2013 Bonds"). In this capacity, I have examined such matters of law, documents, instruments and proceedings of the Board as we have considered necessary to render the opinions set forth below, including but not limited to, the Preliminary Official Statement of the City of Clarksville, Tennessee (the "Issuer"), dated \_\_\_\_\_, 2013 (the "Preliminary Official Statement") and the Official Statement of the Issuer, dated \_\_\_\_\_, 2013 (the "Official Statement").

All terms used herein, unless otherwise defined herein, have the meaning assigned to them in the Official Statement.

Based upon such examination, and such other examinations as we have deemed appropriate in rendering this opinion, we are of the opinion that:

(a) After reasonable inquiry, there is no action, suit, litigation, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body, pending or, to our knowledge, threatened, (i) affecting the existence of the Board, or the titles of its officers to their respective offices; (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2013 Bonds; or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (A) powers of the Board or (B) financial condition of the System.

(i) Based on our examination of the Preliminary Official Statement and the Official Statement (collectively, the "Official Statements") and our participation at conferences at which the Official Statements were discussed, we have no reason to believe that the information relating to the Board and the System in the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial statements and other financial and statistical data included therein, as to which we express no opinion).

Very truly yours,



EXHIBIT B

Refunding Escrow Agreement

CITY OF CLARKSVILLE, TENNESSEE

\$\_\_\_\_\_ ELECTRIC SYSTEM REVENUE REFUNDING BONDS, SERIES 2013

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the \_\_ day of \_\_\_\_\_, 2013, by and between the City of Clarksville, Tennessee (the "Issuer"), and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Agent").

W I T N E S S E T H:

WHEREAS, the Issuer has previously authorized and issued its outstanding Electric System Revenue Refunding and Improvement Bonds, Series 2004, dated January 1, 2004, maturing [September 1, 2014 through September 1, 2023, inclusive], and Electric System Revenue Bonds, Series 2007, dated March 29, 2007, maturing [September 1, 2018 through September 1, 2028, inclusive, and September 1, 2032] (the "Outstanding Bonds"); and

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of the Outstanding Bonds by depositing in escrow with the Agent funds that, with the investment income therefrom, will be sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Issuer has authorized and issued its Electric System Revenue Refunding Bonds, Series 2013, dated \_\_\_\_\_, 2013 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited in escrow with the Agent hereunder, together with legally available funds of the Issuer, and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

#### DIVISION I

All right, title and interest of the Issuer in and to \$\_\_\_\_\_, consisting of \$\_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds and \$\_\_\_\_\_ in other legally available funds of the Issuer.

#### DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

#### DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

#### DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

#### ARTICLE I DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agent" means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, its successors and assigns;

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the Issuer and the Agent;

"Bond Resolution" means the resolution authorizing the Refunding Bonds that was adopted by the City Council of the Issuer on May 2, 2013;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Issuer" means City of Clarksville, Tennessee;

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Bonds" means the Issuer's outstanding Electric System Revenue Refunding and Improvement Bonds, Series 2004, dated January 1, 2004, maturing [September 1, 2014 through September 1, 2023, inclusive], and Electric System Revenue Bonds, Series 2007, dated March 29, 2007, maturing [September 1, 2018 through September 1, 2028, inclusive, and September 1, 2032];

"Refunding Bonds" means the Issuer's outstanding Electric System Revenue Refunding Bonds, Series 2013, dated \_\_\_\_\_, 2013; and

"Written Request" shall mean a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in her place.

Section 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## ARTICLE II ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Section 2.01 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established and governed by this Agreement.

Section 2.02 Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

1. the amount of \$\_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

2. the amount of \$\_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

Section 2.03 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent, or successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. The amount and date of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the date and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

Section 2.04 Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

Section 2.05 Reports. On or before \_\_\_\_\_, 2013, the Agent shall deliver to the City Clerk of the Issuer a report which shall summarize all transactions relating to the Escrow Fund and which also shall set forth all assets in the Escrow Fund and set forth opening and closing balances thereof.

Section 2.06 Investment of Monies Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

Section 2.07 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and

distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Redemption of Outstanding Bonds. The Agent shall mail no later than \_\_\_\_\_ a notice of redemption for the [\_\_\_\_\_] Bonds to the paying agent for the [\_\_\_\_\_] Bonds, in accordance with the resolution authorizing the Outstanding Bonds. No further duties related to the giving of such redemption notice shall be required by the Agent.

### ARTICLE III CONCERNING THE AGENT

Section 3.01 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

Section 3.02 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

Section 3.03 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, Issuer, city or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

Section 3.04 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

Section 3.05 Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

Section 3.06 Payment of Deficiency by Issuer. \_\_\_\_\_ has delivered as of the date hereof a verification report stating that the funds deposited to the Escrow Fund in the amount set forth in Section 2.01 and the receipts from the investment of such funds pursuant to Exhibit B hereof will be sufficient to pay the principal of and interest on the Outstanding Bonds on the earliest practicable redemption date following delivery of the Refunding Bonds. In the event the verification report calculations as to the sufficiency of the Escrow Fund monies and Government Securities and the earnings thereon are inaccurate, then the Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess thereof to assure the payment when due of the principal of and interest on the Outstanding Bonds. The Issuer shall not be liable for failure of performance of the Agent or the Government Securities.

Section 3.07 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto, and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided herein.

Section 3.08 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

Section 3.09 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in City of Clarksville, Tennessee, for the appointment of a successor, or the holders of the Outstanding Bonds may petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.08. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Section 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.08 hereof and shall fail to resign after written request therefor by the Issuer or by the holders of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of

rehabilitation, conservation or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or such bondholder may petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of the Outstanding Bonds may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholder and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

**Section 3.11 Acceptance by Successor.** Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.08 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.08 hereof.

**Section 3.12 Payment to Agent.** The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, an annual fee of \$\_\_\_\_. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that to the extent permitted by applicable law, the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund. In addition, the Agent shall indemnify the Issuer and hold it harmless against any liability which it may incur resulting from any failures by the Agent to perform its duties hereunder.

#### ARTICLE IV MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders of the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

1. to cure any ambiguity or formal defect or omission in this Agreement;
2. to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
3. to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Bonds. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.



Section 4.02 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 4.03 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

Section 4.04 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Issuer:

Mayor  
City of Clarksville, Tennessee  
City Hall, Suite 300  
One Public Square  
Clarksville, TN 37041

To the Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

Section 4.05 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 4.06 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

Section 4.07 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

*(signature page follows)*

IN WITNESS WHEREOF, the Issuer has caused this Agreement to be signed in its name by its Mayor and attested by its City Clerk and the official seal of the Issuer to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officers, all as of the day and date first above written.

CITY OF CLARKSVILLE, TENNESSEE

By: \_\_\_\_\_  
Mayor

(SEAL)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
as Escrow Agent

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

EXHIBIT A

City of Clarksville, Tennessee

Debt Service Schedule of Electric System Revenue Refunding and Improvement Bonds, Series 2004, dated January 1, 2004, maturing \_\_\_\_\_, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Redemption

<u>Payment</u> <u>Date</u>	<u>Principal</u> <u>Payable</u>	<u>Principal</u> <u>Redeemed</u>	<u>Interest</u> <u>Payable</u>	<u>Redemption</u> <u>Premium</u>	<u>Total Debt</u> <u>Service</u>
-------------------------------	------------------------------------	-------------------------------------	-----------------------------------	-------------------------------------	-------------------------------------

Paying Agent: \_\_\_\_\_  
\_\_\_\_\_

Debt Service Schedule of Electric System Revenue Bonds, Series 2007, dated March 29, 2007, maturing \_\_\_\_\_, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Redemption

<u>Payment</u> <u>Date</u>	<u>Principal</u> <u>Payable</u>	<u>Principal</u> <u>Redeemed</u>	<u>Interest</u> <u>Payable</u>	<u>Redemption</u> <u>Premium</u>	<u>Total Debt</u> <u>Service</u>
-------------------------------	------------------------------------	-------------------------------------	-----------------------------------	-------------------------------------	-------------------------------------

Paying Agent: \_\_\_\_\_  
\_\_\_\_\_

EXHIBIT B

Government Securities  
Certificate of Indebtedness  
U.S. State and Local Government Series

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities: \$ \_\_\_\_\_

Initial Cash Deposit: \$ \_\_\_\_\_

EXHIBIT C

Report on Plan of Refunding

(attached)

11761406.1

RESOLUTION 46-2012-13

A RESOLUTION AUTHORIZING THE GRANT APPLICATION AND ADOPTING THE 2013-2014 ANNUAL ACTION PLAN AND THE 2013-2014 BUDGET FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS

*WHEREAS,* the Citizens' Advisory Task Force was established by the Mayor and City Council to identify community needs and to recommend a program for community development; and

*WHEREAS,* the Citizens' Advisory Task Force has adopted a budget and program of expenditures for the City of Clarksville's Community Development Block Grant Program and HOME Program; and

*WHEREAS,* the Annual Action Plan has been developed to guide the development of program activities and implementation.

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

That the 2013-2014 Annual Action Plan and the 2013-2014 "Budget and Program of Expenditures," is hereby adopted.

*BE IT FURTHER RESOLVED* that the Mayor, as the official representative of the City of Clarksville, is hereby authorized to submit an application, including all understandings and assurances therein, to act in connection with the application, and to provide any such additional information as may be required.

*ADOPTED:*

*A copy of the 2013-14 Action Plan, CDBG and HOME budgets are available in the City Clerk's Office.*

# **Annual Action Plan**



**City of Clarksville, Tennessee**

**For HUD CDBG, HOME, and ESG  
Programs**

**For the one-year period of  
July 1, 2013 – June 30, 2014**

**City of Clarksville  
Office of Housing and Community Development  
1 Public Square, Suite 201  
Clarksville, TN 37040**

City of Clarksville  
2013-2014 Annual Action Plan  
Table of Contents

**GENERAL**

Executive Summary .....	1
General Questions .....	5
Managing the Process.....	15
Citizen Participation.....	16
Institutional Structure.....	19
Monitoring.....	20
Lead-Based Paint.....	21

**HOUSING**

Specific Housing Objectives .....	21
Needs of Public Housing.....	23
Barriers to Affordable Housing.....	24
HOME/First Time Home Buyers Program .....	25

**HOMELESS**

Specific Homeless Prevention Elements.....	25
--	----

**COMMUNITY DEVELOPMENT**

Anti-poverty Strategy .....	34
-----------------------------	----

**NON-HOMELESS NEEDS**

Non-Homeless Special Needs .....	35
----------------------------------	----

**OTHER NARRATIVE**

Fair Housing.....	36
-------------------	----

**APPENDIX**

Project Sheets	
----------------	--





# SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

## SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

Date Submitted May 15, 2013	Applicant Identifier	<b>Type of Submission</b>	
Date Received by state	State Identifier	<b>Application</b>	<b>Pre-application</b>
Date Received by HUD	Federal Identifier	<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Construction
		<input type="checkbox"/> Non Construction	<input type="checkbox"/> Non Construction
<b>Applicant Information</b>			
Clarksville, TN		TN470354 CLARKSVILLE	
One Public Square		Organizational DUNS 1204275	
2nd Floor Suite 201		Organizational Unit Clarksville, TN	
Clarksville	Tennessee	Department	
37040	Country U.S.A.	Division	
<b>Employer Identification Number (EIN):</b>		Montgomery	
62-6000261		7/1	
<b>Applicant Type:</b>		<b>Specify Other Type if necessary:</b>	
Local Government: City		Specify Other Type	
<b>Program Funding</b>		<b>U.S. Department of Housing and Urban Development</b>	
Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding			
<b>Community Development Block Grant</b>		14.218 Entitlement Grant	
CDBG Project Titles CDBG Entitlement		Description of Areas Affected by CDBG Project(s) City of Clarksville	
\$CDBG Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for CDBG-based Project(s)			
<b>Home Investment Partnerships Program</b>		14.239 HOME	
HOME Project Titles HOME Investment Partnership Program		Description of Areas Affected by HOME Project(s) City of Clarksville	
\$HOME Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	

\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOME-based Project(s)			
<b>Housing Opportunities for People with AIDS</b>		14.241 HOPWA	
HOPWA Project Titles		Description of Areas Affected by HOPWA Project(s)	
\$HOPWA Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for HOPWA-based Project(s)			
<b>Emergency Shelter Grants Program</b>		14.231 ESG	
ESG Project Titles		Description of Areas Affected by ESG Project(s)	
\$ESG Grant Amount	\$Additional HUD Grant(s) Leveraged	Describe	
\$Additional Federal Funds Leveraged		\$Additional State Funds Leveraged	
\$Locally Leveraged Funds		\$Grantee Funds Leveraged	
\$Anticipated Program Income		Other (Describe)	
Total Funds Leveraged for ESG-based Project(s)			
Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts 7 <sup>th</sup> /8 <sup>th</sup>	Project Districts 7 <sup>th</sup> /8 <sup>th</sup>		
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.		<input type="checkbox"/> Yes	This application was made available to the state EO 12372 process for review on DATE
		<input type="checkbox"/> No	Program is not covered by EO 12372
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
Keith	D	Lampkin
Director	931-648-6133	931-503-3092
keith/lampkin@cityofclarksville.com	www.cityofclarksville.com	Jean Adcock
Signature of Authorized Representative		Date Signed
Kim McMillan, Mayor City of Clarksville		

RESOLUTION\_\_\_\_\_

A RESOLUTION AUTHORIZING THE GRANT APPLICATION AND ADOPTING THE 2013-2014 ANNUAL ACTION PLAN AND THE 2013-2014 BUDGET FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS.

*WHEREAS,* the Citizens' Advisory Task Force was established by the Mayor and City Council to identify community needs and to recommend a program for community development and;

*WHEREAS,* the Citizens' Advisory Task Force has adopted a budget and program of expenditures for the City of Clarksville's Community Development Block Grant Program and HOME Program and;

*WHEREAS,* the Annual Action Plan has been developed to guide the development of program activities and implementation.

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

That the 2013-2014 Annual Action Plan and the 2013-2014 "Budget and Program of Expenditures" is hereby adopted.

*BE IT FURTHER RESOLVED* that the Mayor, as the official representative of the City of Clarksville, is hereby authorized to submit an application, including all understandings and assurances therein, to act in connection with the application, and to provide any such additional information as may be required.

\_\_\_\_\_  
Kim McMillan, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia Skinner, City Clerk

ADOPTED:\_\_\_\_\_

## 2013-2014 CDBG and HOME BUDGET AND PROGRAM OF EXPENDITURES

### ACTIVITY

### BUDGET

#### CDBG

##### Public Service

CAP 15%

Urban Ministries – Safehouse	\$ 25,000.00
Manna Café Ministries	\$ 22,000.00
Urban Ministries – Grace Assist	\$ 22,000.00
Radical Missions – Self Suff.	\$ 20,000.00
Light House Ministries	\$ 5,000.00
Flourishing Families	\$ 4,000.00

Rehabilitation \$412,130.00

Demolition and Clearance \$ 35,000.00

Neighborhood Public Facilities \$ 75,000.00

##### Administration

General Administration	\$140,032.00
Planning	\$ 10,000.00
Fair Housing	\$ 5,000.00

**Total CDBG \$775,162.00**

#### HOME

Rehabilitation \$167,790.00

Homebuyers Assistance \$ 20,000.00

CHDO Set Aside \$ 87,053.00

Administration \$ 30,538.00

**Total HOME \$305,381.00**

#### PROGRAM INCOME

CDBG 3% Loan Repayments	\$ 75,000.00	To be used for rehabilitation
HOME Loan Repayments	\$ 35,500.00	To be used for rehabilitation
MADC Loan Pool	\$ 15,000.00	To be retained in the loan pool

**Total Program Income \$125,500.00**

**Total Grant Resources \$1,206,043.00**



<b>CDBG Program Activities Budget</b> <b>\$775,162</b>	<b>Proposed Budget</b> <b>2013/2014</b>	<b>Description of Program</b>
Administration	\$140,032	Administration and planning activities associated with the management and monitoring of HUD funded projects and programs.
Planning	\$10,000	
Fair Housing	\$5,000	The City of Clarksville provides Fair Housing outreach and assistance to low income individuals with a variety of housing problems. Affirmatively furthering Fair Housing is a requirement of receiving CDBG Funds.
Housing		
Rehabilitation 2013-2014	\$412,130	Program is designed to assist low and moderate-income households for major or minor repairs and accessibility modifications. The program will be available citywide. Program will also provide funds to non-profit organizations in order to maximize the impact of funds by using donated labor for housing repair efforts focused in the Neighborhood Enhancement Areas. - \$80,000.
Neighborhood Public Facilities	\$75,000	Funds will be used for acquisition, construction, reconstruction or installation of public facilities and improvements including recreational facilities for youth. Funds will, also, be allocated for the repair of the roof on the Light House Ministries shelter not to exceed \$50,000.
Demolition & Clearance	\$35,000	Funds are used to pay for the demolition of blighted properties with in qualified census tracts. It is expected that 4 blighted structures will be demolished.
Public Services		
Flourishing Families	\$4,000	Funds are awarded annually to eligible non-profit and faith based groups and administered by OHCD staff to directly benefit low-income people, often people with special needs. These "special needs" populations include some of our most vulnerable residents: the elderly, children and youth, the homeless, people with mental and physical disabilities, people with chronic illnesses, people with addictions, and victims of violence and individuals living in Public Housing.
Grace Assistance	\$22,000	
Light House Ministries	\$5,000	
Manna Café	\$22,000	
Radical Mission	\$20,000	
Safe House	\$25,000	
<b>TOTAL</b>	<b>\$775,162</b>	

Estimated Prgram Income	<b>\$75,000</b>	
-------------------------	-----------------	--

<b>HOME Program Activities Budget</b>	<b>Proposed Budget</b>	<b>Description of Program</b>
<b>\$305,381</b>	<b>2013/2014</b>	
Administration	\$30,538	Administration and planning activities associated with the management and monitoring of HUD funded projects and programs.
Housing		
CHDO (Community Housing Development Organization Set-Aside)	\$87,053	The CHDO allocation is required to be set-aside for affordable housing activities to be undertaken by non-profit housing Development Organizations. These set-aside funds must be invested in eligible housing. CHDO's increase the availability of affordable housing in the jurisdiction.
First Time Home Buyers Down Payment Assistance Program	\$20,000	Funds are provided to low and moderate-income residents for down payments and closing costs to purchase homes within the Clarksville City limits. Eligible Borrowers may receive a grant and a deferred loan due upon sale or transfer of the home.
Homeowner Rehabilitation 2013 - 2014	\$167,790	Home funds will be used to rehabilitate owner occupied housing units within the city limits of Clarksville that meet program requirements. Reconstruction will be made available to houses that have been identified as having code violations. All units will be built to code, using approved housing quality standards.
<b>Totals</b>	<b>\$305,381</b>	
<b>Estimated Program Income</b>	<b>\$35,500</b>	



# Fourth Program Year Action Plan

The CPMP Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

## Narrative Responses

### GENERAL

#### **Program Year 4 Action Plan Executive Summary:**

Program Year 4 Action Plan Executive Summary:

The CDBG program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; [42 U.S.C.-5301](#) et seq.

The City of Clarksville is an Entitlement City according to the U.S. Department of Housing and Urban Development (HUD) criteria. Accordingly, the City receives annual allocations of funds for Housing and Community Development Projects under the Community Development Block Grant Program (CDBG), and Home Investment Partnership Program (HOME). As an Entitlement City, and a Participating Jurisdiction (PJ) Clarksville is required to conduct a comprehensive assessment of its housing and community needs and to present a plan of action in a detailed format prescribed by HUD.

A One Year Action Plan is required for each of the five years of the Consolidated Plan. The Action Plan covers July 1, 2013 through June 30, 2014. This is the fourth year of the City's Five Year Plan (2010-2015). This plan builds upon the strategies articulated in the Five Year Plan and represents the City's continued mission to provide programs, which address the housing needs of very low-, low-, and moderate-income citizens of Clarksville. The Action Plan enables investors, nonprofit organizations, program administrators, elected officials, and concerned citizens to work with the City in the development of affordable housing and community development programs. The City of Clarksville completed many of its strategic community goals in year 2012-2013.

The Action Plan describes the City's plan for the expenditure of Federal housing dollars for the coming fiscal year. It outlines activities of two (2) major formula grants: Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME).

In FY 2013-14, the City anticipates receiving \$775,162.00\* in CDBG funds and \$304,926.00\* in HOME funds. \*2011 Budget Control Act

### **CDBG PROGRAM**

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities, which benefit low- and moderate-income persons. A grantee may also carry out activities, which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities, which do not meet these broad national objectives.

CDBG funds can only be used in compliance with the national objectives and eligibility requirements of the program. Participating jurisdictions (PJs) must certify that the projected use of funds have been developed so as to give minimum feasible priority to activities that will carry out one of the national objectives of:

- ☐ Benefit to low and moderate income families,
- ☐ Aid in the prevention or elimination of slums and blight,
- ☐ Addressing urgent needs

Low- and moderate-income (LMI), as defined by HUD, refers to households earning 80% or less than the area median income, adjusted for family size. A family of four in the Clarksville Metropolitan Statistical Area (MSA) earning no more than \$52,700 in 2013, for example, is considered moderate income and eligible to receive benefits under the CDBG program (See table one).

Areas benefiting from CDBG-funded projects (water line, sewer, sidewalk, etc.) must be populated by households of which 51% are low to moderate income (LMI). Housing rehabilitation and reconstruction of single-family houses, however, each CDBG/HOME assisted house must be occupied by LMI persons.

The following classes of people are considered LMI: abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, person with living with AIDS, or migrant farm workers. Facilities or activities to serve one or more of these groups are presumed to meet the LMI benefit requirements.

CDBG funds may be used for the prevention or elimination slums and blight. Urgent needs include such conditions as natural disasters and activities designed to address them that have a particular urgency because the existing condition pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. At least 70% of all CDBG funds spent must meet the LMI benefit test within a three-year period. CDBG funds can be used to support housing assistance programs, physical improvements, economic development activities, and public services



## Clarksville, TN

HUD has provided detailed data as part of its Comprehensive Housing Affordability Strategy materials to assist in preparing the Consolidated Plan and implementing HUD programs. HUD established five income categories for its analysis on incomes. The five income ranges are:

- Extremely Low (0-30% of the median income)
- Very Low-income (31-50% of the median income)
- Low-income (51-80% of the median)
- Moderate-income (81-95% of the median), and
- Upper-income (95% and above of the median)

**Table one**  
**FY 2013 Income Limits Documentation System Summary for Clarksville, TN-KY HUD Metro FMR Area**  
**FY 2013 Income Limits Survey**

Clarksville TN-KY HUD Metro FMR Area	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
30% extremely low income	11,100	12,650	14,250	15,800	17,100	18,350	19,600	20,900
50 % Very low income	18,450	21,100	23,750	26,350	28,500	30,600	32,700	34,800
80 % Low- moderate income	29,550	33,750	37,950	42,150	45,550	48,900	52,300	55,650

**Median Income Montgomery County, Tennessee \$52,700**

### HOME INVESTMENT PARTNERSHIP PROGRAM

The HOME Investment Partnership (HOME) Program was created by the National Affordable Housing Act of 1990 to create local partnerships for providing decent affordable housing to lower-income households. It was intended that local participating jurisdictions (PJ) work with nonprofit organizations and the private investment community to achieve this goal. Cities may use their HOME funds to help renters, new homebuyers, or existing homeowners. The incomes of households receiving HOME assistance must not exceed 80 percent of the area median income. However, for rental housing and rental assistance, at least 90 percent of benefiting families must have incomes that are no more than 60 percent of the HUD-adjusted median family income for the area. In rental projects with five or more assisted units, at least 20% of the units must be occupied by families with incomes that do not exceed 50% of the HUD adjusted median.

## Clarksville, TN

---

Cities receiving HOME funds are required to provide 15% of their HOME funds to Community Housing Development Organizations (CHDOs) for affordable housing development.

HOME funds can be used to support a variety of housing assistance programs to increase availability of affordable housing for both homeowners and renters. These may include down-payment assistance and home repair and rehabilitation services as well as support of community housing development organizations.

### **Evaluation of past performance:**

The Housing Rehabilitation Program - The Program assisted Three (3) low and moderate-income households for code related repairs including water and sewer hook-up and accessibility modifications.

Emergency Repair Program - Citywide: Emergency repairs assisted nineteen (19) low and moderate-income households

Building & Codes Clearance - The Building and Codes division of the City of Clarksville is responsible for the enforcement of existing structures that govern the approaches, upkeep, and safety of the City's housing stock. The Building and Codes Department identified and corrected one hundred and fifty-four (154) property violations.

Public Services - Funds were awarded to:

- Community Action Agency
- United Way–Financial Independence Program
- Urban Ministries – Grace Assistance
- Radical Missions Ministries
- Urban Ministries – Grace Assistance
- Salvation Army

CHDO (Community- Housing) - One (1) CHDO project was completed in 2012.

First Time Home Buyers Down Payment Assistance - Funds provided to low and moderate-income residents for down payments and closing costs to purchase homes within Clarksville city limits. Eligible borrowers may receive a grant and a deferred loan for closing costs. Local lenders finance the difference for up to 30 years at the current fixed real estate loan rate. The program provided assistance eleven (11) first time home buyers.

Home Investment Partnership Program- (HOME)

HOME funds will be used new construction. The program reconstructed five (5) houses.

Match will come from leveraged funds, cash from non-federal sources, costs of local infrastructure improvements associated with the creation of affordable housing, as well as donated materials, equipment, labor and professional services including sweat equity.

Section 8 rental assistance helped 1,136 households in Clarksville/Montgomery County with 5.7 million in rent subsidies of this:

- Tenant-based housing choice vouchers assistance of 4 million aided 742 households
- Project-based assistance of 1.7 million helped 394 families pay affordable rent

Homeless Assistance and Prevention The Emergency Solution Grant awarded \$ 193,440 to the City of Clarksville to help area homeless and domestic violence shelters. The approval of the new ESG grant regulations postponed the 2012 Emergency Solutions Grant. The 2012 ESG grant period is March 1, 2013 to February 28, 2014.

# Clarksville, TN

## General Questions

1. The geographic area that will be addressed for this Annual Plan 2012-2013 will include the entire City of Clarksville. Clarksville is located at 36° 33' 34" North, 87° 21' 30" West. The elevation is 382 feet above sea level. According to the United States Census Bureau, the city has a total area of 247.4 km<sup>2</sup> (95.5 mi<sup>2</sup>). 245.7 km<sup>2</sup> (94.9 mi<sup>2</sup>) of it is land and 1.8 km<sup>2</sup> (0.7 mi<sup>2</sup>) of it is water. The total area is 0.71% water.

From 2000 to 2010 Census, there has been a 28.5% increase in population (29,474) in the City of Clarksville, with the 2010 census showing a population of 132,929. The Median Family Income (MFI) is 52,700 for 2013. MFI is set by HUD. Clarksville's median household income for Census 2010 was \$43,326. In 2010 Clarksville had approximately 26,585 households with income that fall within the 0-80 percentile of the MFI. This is 56.5% of the total household count for the City of Clarksville.

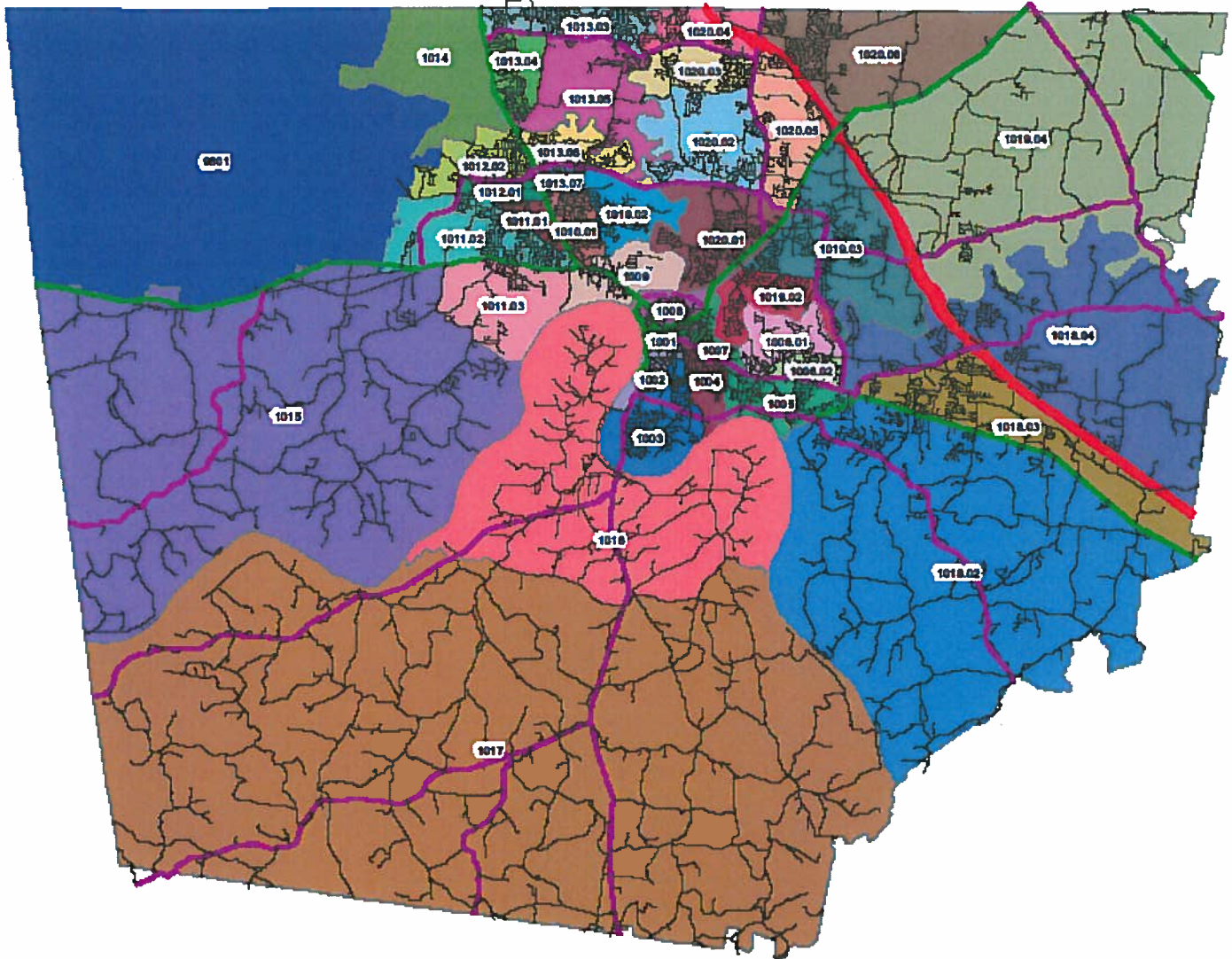
The City's low- and moderate-income areas are located generally in the center of the City. Census block groups that qualify as low- and moderate-income per HUD guidelines are those with more than 51 percent of the population earning less than 80 percent of the Median Family Income (MFI). These areas are eligible for funding through the CDBG and HOME programs. Census Tracts identified as meeting the criteria for designation in the low- and moderate- income areas are:

2013 IRS SECTION 42(d) (5) (B) QUALIFIED CENSUS TRACTS  
(2010 Decennial Census and 2006-2010 American Community Survey Data; OMB Metropolitan Area Definitions, December 1, 2009)  
METROPOLITAN AREA: Clarksville, TN-KY Metro Area  
COUNTY OR COUNTY EQUIVALENT

TRACT	TRACT	TRACT	TRACT
Montgomery County, TN	1001.00	1004.00	1008.00 1009.00

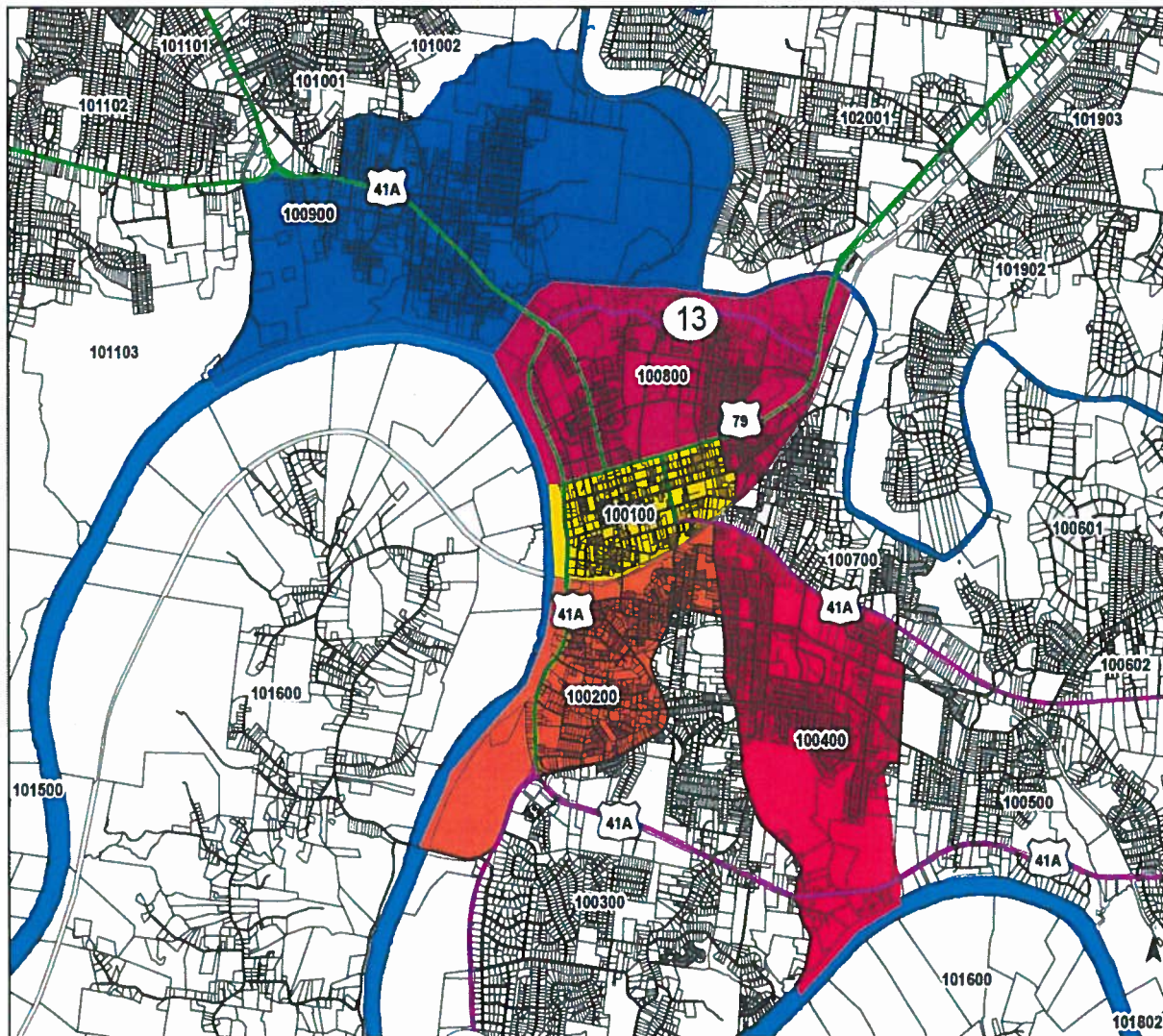


Census Tracts 2011

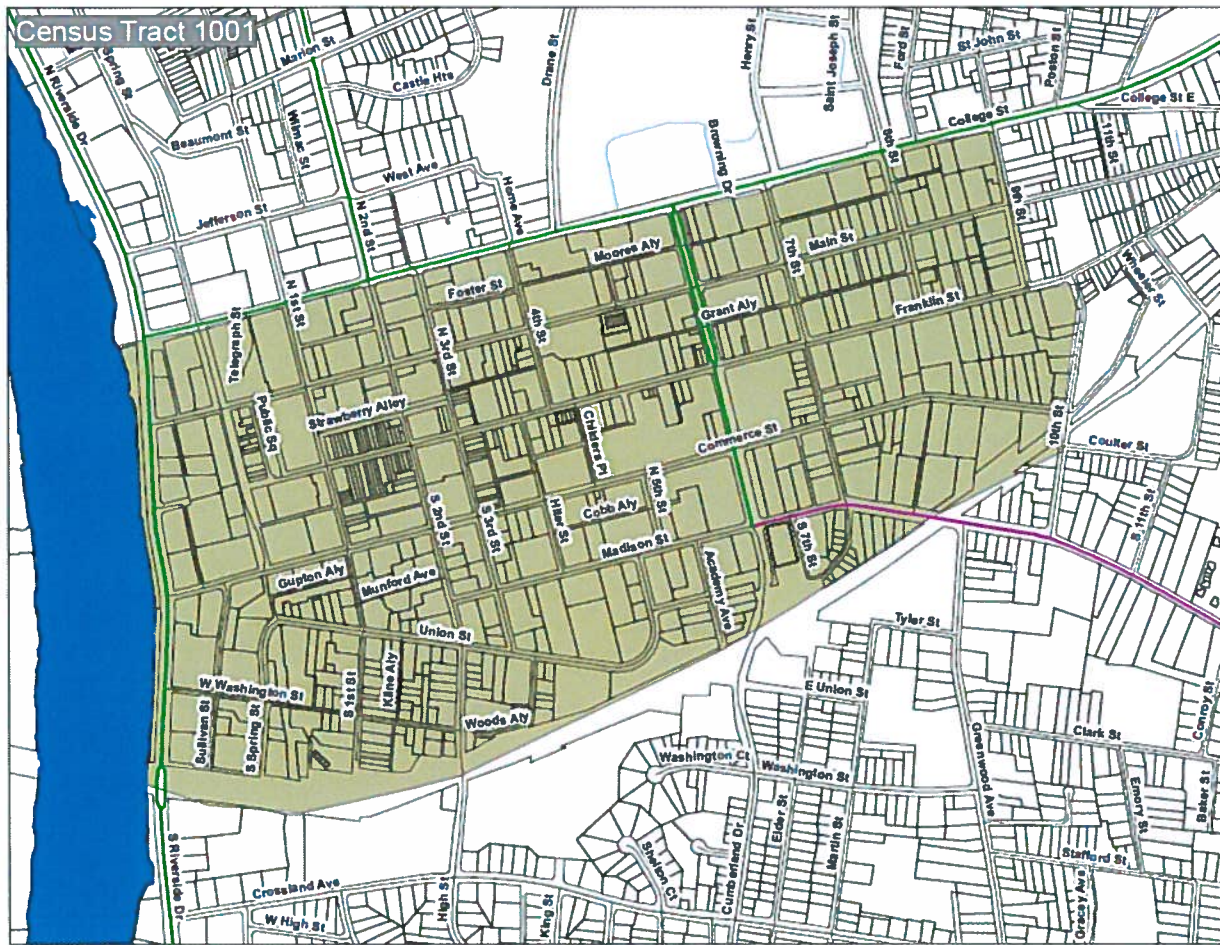




# Clarksville, TN



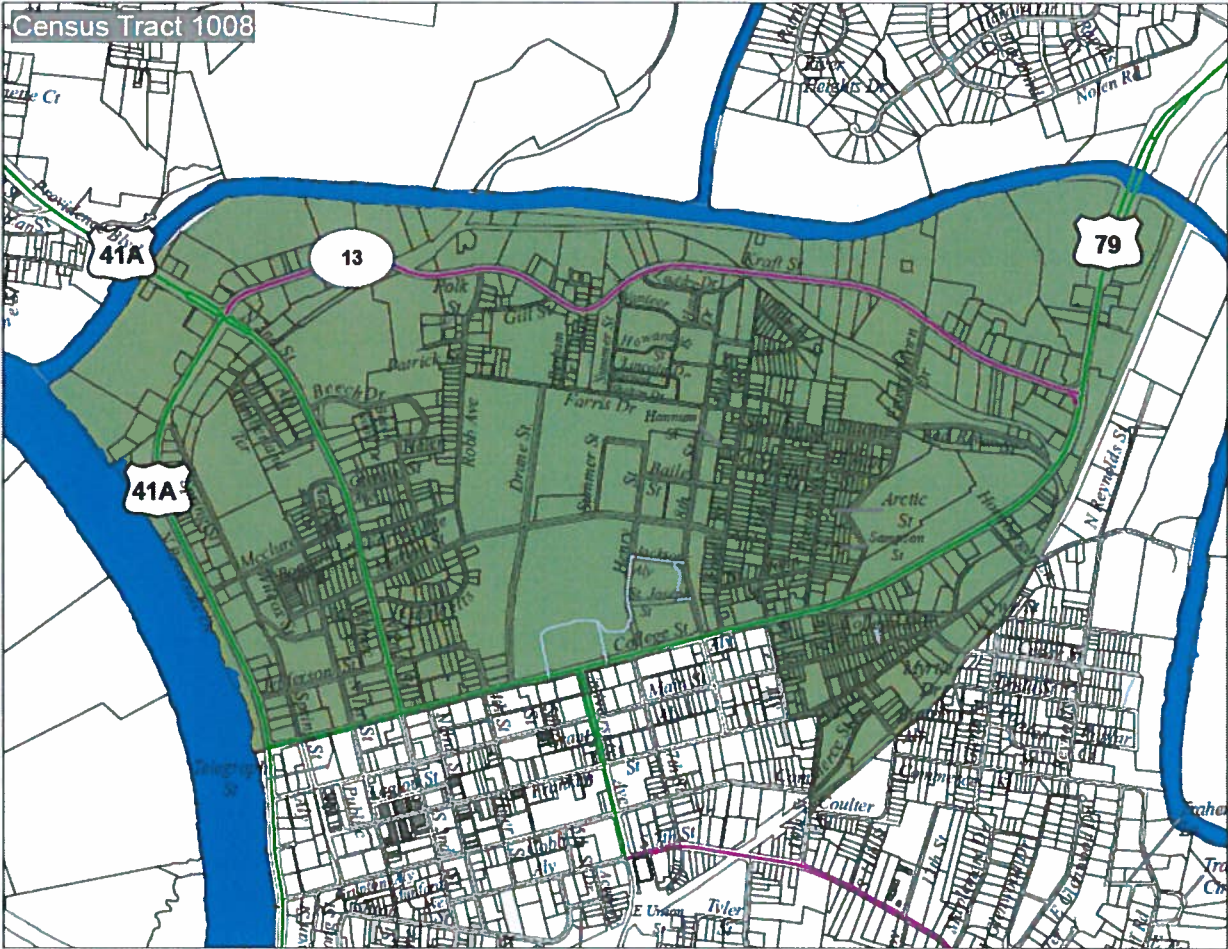
# Clarksville, TN







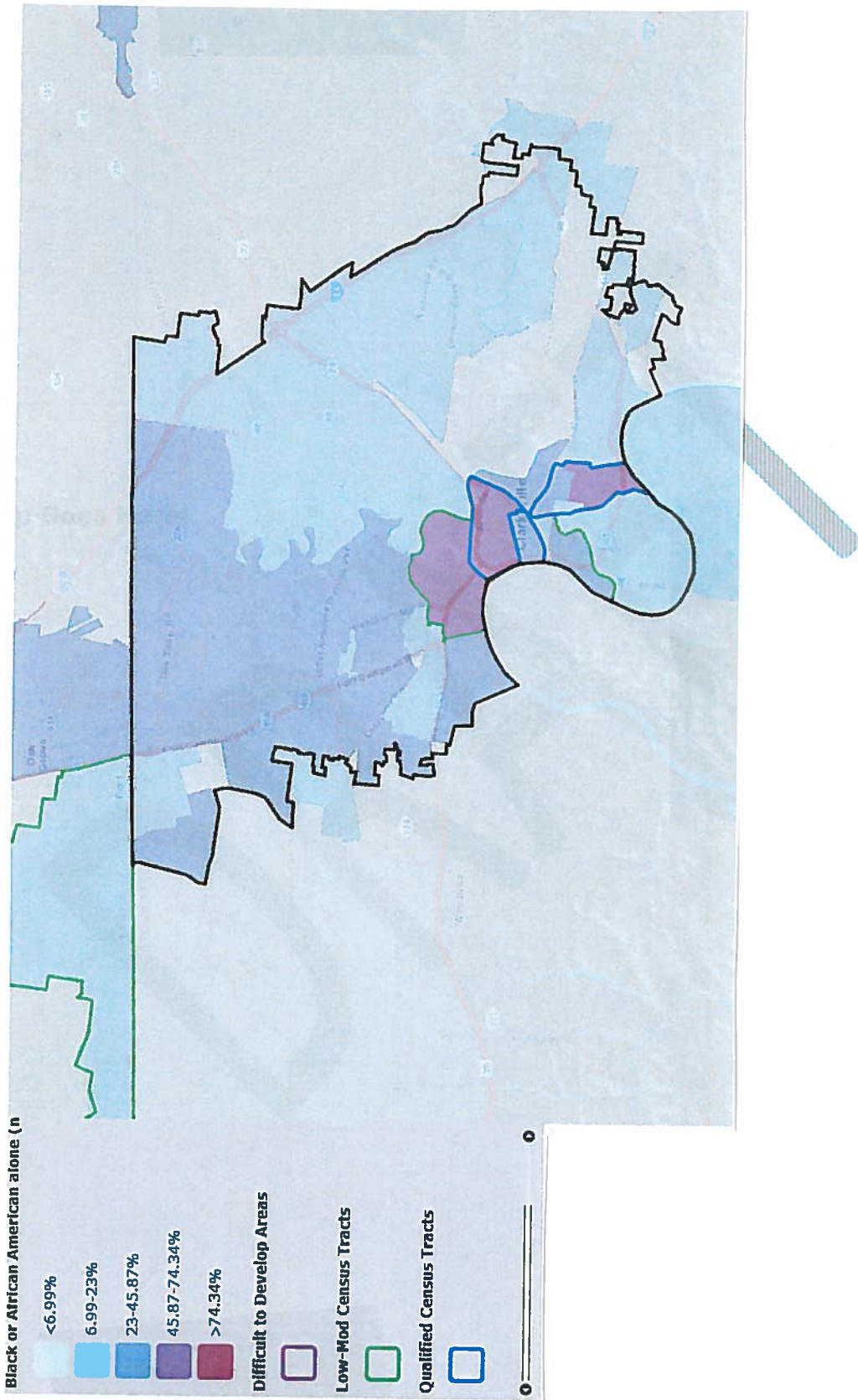
Clarksville, TN





# CPD Maps

Consolidated Plan and Continuum of Care Planning Tool



## Clarksville, TN

From 2000 to 2010 Census, there has been a 28.5% increase in population (29,474) in the City of Clarksville, with the 2010 census showing a population of 132,929. The Median Household Income in the last twelve months \$ 47,066.00, Median contract rent \$578.00.

Number of Households by HUD Area Median Family Income (HAMFI)	
Extremely Low Income Households (30% HAMFI )	4,540
Very Low Income Households (30-50% HAMFI)	4,260
Low Income Households (50-80% HAMFI)	7,450
Moderate Income Households (80-100% HAMFI)	4,925
2010 CHAS	

Percent of Households by HUD Area Median Family Income	%
Households Earning Less than 30% HAMFI	9.98%
Households Earning Less than 50% HAMFI	19.35%
Households Earning Less than 80% HAMFI	35.74%
Households Earning Less than 100% HAMFI	46.57%
2010 CHAS	

## Clarksville, TN

One of the concerns noted in the City's Consolidated Plan is the concentration of low-income households. Identifying concentrations of low-income households and racial and ethnic minorities is helpful in identifying possible patterns. The City has a substantial number of households with an income of less than 80% of the Area Median Family Income (HAMFI) indeed, 16,250 households hold that distinction.

In the City of Clarksville there are a total of 54,815 housing units, of those 49,439 are occupied, of those occupied units 27,732 (56.4%) are owner-occupied housing units, with a population of 75,767. While renter-occupied housing units is 21,707 (43.9), with a population of 54,241. Average household size of owner occupied units 2.50. Female householders, no husband present (with children under 18 years 5,577 (11.3%) households. (DP-1 2010 census).

The City of Clarksville is growing at a fast pace, as shown by the number of homes built during the 1990's. Between 1990 and 1999, approximately 11,226 or about 20.6% of all housing units were built in the City of Clarksville. It has continued to grow at about 14% each year since then.

<b>Housing Status</b>	
<b>Total</b>	<b>54,815</b>
Occupied	49,439
Owner Occupied	27,732
Renter Occupied	21,707

<b>Year Structure Built</b>	<b>Estimate</b>	<b>Percent</b>
<b>Total Housing Units</b>	54,485	54,485
Built 2005 or Later	7,777	14.3%
Built 2000 to 2004	7,708	14.1%
Built 1990 to 1999	11,226	20.6%
Built 1980 to 1989	7,568	13.9%
Built 1970 to 1979	8,957	16.4%
Built 1960 to 1969	5,120	9.4%
Built 1950 to 1959	3,326	6.1%
Built 1940 to 1949	1,458	2.7%
Built 1939 to Earlier	1,345	2.5%

### FUTURE ACTIONS

The Housing Rehabilitation Program CDBG - The Program will assist low and moderate-income households for code related repairs including water and sewer hook-up and accessibility modifications. The program will be available citywide. The program will also provide funds to non-profit organizations in order to maximize the impact of funds by using labor and donated materials for housing repair efforts focused in the Neighborhood Enhancement Areas. The program anticipates rehabilitating five (5) houses.

Building & Codes Clearance - The Building and Codes division of the City of Clarksville is responsible for the enforcement of existing structures that govern the approaches, upkeep, and safety of the City's housing stock. Enforcement is initiated through tenant complaints, neighborhood complaints, property nuisances, and exterior housing inspections. This initiative is citywide. Funds are used to pay for the demolition and related expenses of removing the blight.

CHDO (Community- Housing) - The CHDO allocation is required to set-aside for affordable housing activities to be undertaken by non-profit housing Development Organizations. These set-aside funds must be invested in eligible housing. CHDO's increases the availability of affordable housing in the jurisdiction. There is one (1) CHDO project for 2013-2014.

First Time Home Buyers Down Payment Assistance - Funds are provided to low and moderate-income residents for down payments and closing costs to purchase homes within Clarksville city limits. Eligible borrowers may receive a grant and a deferred loan for closing costs. Local lenders finance the difference for up to 30 years at the current fixed real estate loan rate. The program anticipates assisting ten (10) residents.

Home Investment Partnership Program- (HOME)

HOME funds will be used for rehabilitation and new construction and will be targeted primarily within the three target neighborhoods including: Red River, Brandon Hill, and South Clarksville. These were determined to be deteriorating lower-income census tracts. It is the intent of the City to focus HOME dollars in concerted areas to promote redevelopment in these declining neighborhoods. HOME dollars will play a contributing role in helping the City meet its housing objectives as outlined in the 2010-2014 Consolidated Plan. The program anticipates one (1) reconstruction.

Infrastructure: Infrastructure projects in eligible census tracts that encourage the development of affordable residential housing, quality of life. Installing playground equipment in Pettus Park,

Section 8 funds are managed and distributed through Tennessee Housing Development Agency (THDA)

Low-Income Housing Tax Credits are allocated through THDA, an 80 unit project was approved for 2013, through public housing.



## Clarksville, TN

---

Public Services - Funds are awarded annually to eligible non-profit and faith based groups and administered by OHCD staff to directly benefit low-income people, often people with special needs. These "special needs" populations include some of our most vulnerable residents: the elderly, children and youth, the homeless, people with mental and physical disabilities, people with chronic illnesses, people with addictions, victims of violence, individuals living in Public Housing and to improve the City's outreach to Hispanic residents.

McKinney-Vento Shelter + Plus Care - Mental Health Coop awarded one (1) yr. grant.

Ramps – Construction of ramps for persons with disabilities.

### **Managing the Process**

Clarksville's Office of Community Development is the lead agency overseeing the development of the Annual Plan and is responsible for collaborating with other planning agencies, groups, organizations, and persons participating in the Annual Action Plan development.

The Action Plan was developed through a participatory process, described in detail, in the Citizen Participation section below. To gauge the nature and extent of needs to help the City prioritize the uses of limited funds (CDBG and HOME) and develop the Action Plan, the City used a number of research and outreach methods:

- Analysis of demographic and housing market characteristics and their impacts on housing and community development needs using statistical and empirical data
- Resources and data collected from a variety of agencies that provide housing assistance and community services

Partners include, but are not limited to the following:

Clarksville's Citizens	Community Service Providers to End Homelessness
Parks & Recreation	Habitat for Humanity
U.S. Census Bureau	Urban Ministries
Office of the Mayor	United Way of Clarksville
Community Action Agency	Linclon Homes Resident Council
Austin Peay University	Buffalo Valley

The above participants have played an integral role in the Annual Action Plan's evolution. Community meetings and public hearings were conducted during January 2013 through March 2013. The Citizen Advisory Committee was convened in February and March to provide a forum for public input and guidance for the plan and to select the final priorities for maximum results.

To ensure that the housing and community development meet the needs of special needs groups are addressed as part of the 2013 Action Plan; consultation with a variety of service providers and agencies will be conducted to gauge the type and extent of needs for the community. Input was drawn from residents throughout the community, through meetings, and from service providers.

- Our staff facilitates a quarterly Homeless Coalition Meeting,
- Facilitate monthly Business and Development meeting

- CHDO Technical Assistance Workshop
- Public Service providers workshop
- First Time Home Buyers Workshop
- Membership in the State wide Affordable Housing Coalition
- Attending ADD meetings
- First Time Home Buyers Workshop for public housing residents

### **Citizen's Participation**

#### **Summary**

The City of Clarksville's Office of Housing and Community Development Department coordinates the planning and administration of Community Development Block Grant (CDBG) and HOME Investment Partnership Funds. As an entitlement jurisdiction, the Office of Housing and Community Development provides structure and shapes programmatic services for low-to-moderate income households. In order to meet local capacity, the Office of Housing and Community Development partners with nonprofits, Community Housing Development Organizations (CHDOs), City departments, contractors, faith-based organizations, lenders, and charities. The Office of Housing and Community Development connects resources to redevelop and revitalize Clarksville's lower income neighborhoods.

#### **Citizen Participation**

The City of Clarksville's Citizen's Participation Plan (CPP) is designed to ensure citizen participation in all of the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) and Emergency Shelter Grant (ESG) funded program areas and to meet the requirements set forth in Section 104 of the 1974 Housing and Community Development Act, as amended, and 24 CFR 91 to provide for citizen involvement in the planning and implementation of the City of Clarksville's Community Development Program. This Plan is an essential element of Clarksville's present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program.

The CPP ensures continuity of citizen involvement in the planning, development, implementation, and assessment of programs funded through the Office of Housing and Community Development. The plan's intent is to provide citizens with a better understanding of their role in the process and the steps they can take to become more active in all aspects of the City's Community Development Program. The Citizen Participation Plan is periodically reviewed and updated to reflect any changes.

The Plan encourages citizen input, particularly for the City's low-to-moderate income persons. The Office of Housing and Community Development programs and services benefit Clarksville's low-to-moderate individuals and neighborhoods. The neighborhoods are termed "Target Neighborhoods". The Office of Housing and Community Development strives to encourage full participation of residents in the process of developing and implementing the Consolidated and Annual Action Plans, CAPER, and any neighborhood plans.

The primary goal of the Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in the planning, implementation, and assessment of the Clarksville CDBG program. The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Citizens are encouraged to participate in all phases of the CDBG program and will be provided full access to program information. However, final

## Clarksville, TN

---

responsibility and authority for the development and implementation of CDBG program(s) will lie with the City of Clarksville.

### **The City of Clarksville's Plan:**

- Provides for and encourages citizen participation, with particular emphasis on participation by people of low and moderate income who are residents of slum and blighted areas and areas where CDBG, HOME, and/or ESG funds are proposed to be used.
- Provides citizens with reasonable and timely access to meetings, information, and records relating to the City's proposed use of funds.
- Provides for technical assistance to groups representative of people of low and moderate income that request such assistance in developing proposals.
- Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities and the review of program performance.

This plan in no way will restrict the responsibility and authority of City officials for the development of annual applications for funding from the U.S. Department of Housing and Urban Development or with the execution of the Community Development Program. The Mayor shall be the grantee recipient and the City of Clarksville Office of Housing and Community Development shall administer the program.

### **Participation:**

All phases of citizen participation will be conducted in an open manner, with freedom access for all interested parties. Public hearings will be publicized and pertinent information will be available to the public. Details will be available upon request at the City of Clarksville Office of Housing and Community Development, One Public Square, Suite 201, Clarksville, TN 37040, Monday through Friday from 8:00 a.m. until 4:30 p.m. or by calling 931-648-6133. The city will consult with and notify other local units of government with regard to the Community Development Program as appropriate to ensure effective planning and implementation of community development activities. To ensure citizen participation a citizen's advisory committee is established by this Citizen's Participation Plan.

During the development of the 2013-2014 Action Plan, public participation was strongly encouraged. Staff attended meetings with several local non-profits and governmental agencies and met with many citizen groups. The Office of Housing and Community Development met with governmental agencies such as The Clarksville Housing Authority, Clarksville-Montgomery County Regional Planning Commission and the Metropolitan Planning Organization, and the Tennessee Housing Development Agency to discuss housing and transportation needs for the city.

Local newspaper ran housing rehabilitation ads periodically, and radio spot ads about our programs were also ran.

There were no comments received that were not accepted.

## Clarksville, TN

---

An Analysis of Impediments to Fair Housing Choice (AI) was conducted in the early months of 2012. The results are from a process of consultation and citizen participation, building upon existing participation mechanisms and venues. Citizens, not-for-profit organizations, and interested parties were afforded a variety of opportunities to:

- Contribute during meetings, hearings and planning sessions,
- Review and comment upon the participation plan, the Analysis of Impediments, and comments made about the Analysis,
- Participate in public hearings, comment upon the plan and its amendments, and register complaints about the Analysis and its amendments.

The City complied with the citizen participation requirements of the regulations by doing the following:

- Preparing, adopting, and following a Citizen Participation Plan;
- Publishing informational notices about the document prior to public hearings;
- Holding public hearings in accessible places at convenient times after providing reasonable notice;
- Publishing a summary of the Analysis, describing its contents and purpose and a listing of locations where the entire document could be examined;
- Making the Analysis available for public examination and comment for a period of thirty (30) days before submission to HUD;
- Providing citizens, public agencies, and other interested parties reasonable access to records regarding uses of assistance for affordable and supportive housing the City may have received during the preceding five years; and
- Considering the views and comments of citizens, and preparing a summary of those views for consideration with the submission.

The Office of Housing and Community Development staff conducted a well-publicized, evening public meeting at the Public Library. In addition, the Office conducted four focus group meetings, inviting members of the Human Relations Commission, representatives from lending and financial services organizations, community service organizations, housing developers, and housing advocacy groups. A survey was completed by each attendee at the focus group meetings and was made available to City residents on the City Website. The availability of the survey was noted not only on the Website, but also through a press release and PSA.



In addition, public meetings were held on Monday January 21, 2013 at the Greenhill Church located in New Providence and at the New Providence Policing Center on March 05, 2013. At both public meetings a presentation regarding the Draft Annual Action Plan for 2013-2014 was conducted. The public was asked to comment and provide feedback on the draft plan. There was a 30-day public review period from March 05, 2013 to April 05, 2013 where the document was made available for public comment. A City Council hearing to review and consider adoption of the 2013-2014 is scheduled for May 03, 2013. The staff also meets with low-income housing advocates and homeless providers on a bi-monthly basis to listen to their perspective on the transportation obstacles they face on a daily basis.

The following items were discussed during the public meetings.

- Sidewalks
- Blighted areas being cleaned up
- More affordable housing (single family)
- Apply for Choice Neighborhood grants
- Revitalizing the area- creating jobs for people who live in the area
- Security, lighting on city streets
- Bathroom for the local park
- Better bus connections to the industrial park
- Cleaning up trailer parks, why are they still moving in trailers into areas zoned for multi and single family residential units?

### **Institutional Structure**

CDBG and HOME programs are implemented out of City Hall at One Public Square, 2<sup>nd</sup> Floor, Suite 201, by the Office of Housing and Community Development (OHCD). The OHCD works with the newly reformed Human Relations Commission to help citizens with Fair Housing issues, In addition, the OHCD works with a number of City departments and outside agencies to ensure special needs groups are served. Currently, the City is also working with locally certified Community Housing Development Organizations (CHDOs), and the Clarksville Housing Authority, and the Tennessee Housing Development Association (THDA) to expand the City's affordable housing stock. The OHCD will continue to identify additional qualified CHDOs to help rehabilitate and/or construct affordable housing. The OHCD in working with a variety of community agencies over the last thirty years has a well-established structure for implementing the funded programs.

The City of Clarksville will work with all area service providers, as identified in this strategy, to ensure that the objectives of the the strategies are met. Although private funding is not currently available to the City to address all the defined objectives at this time, the City, through the Community Development Office and other appropriate City departments, shall encourage the private and nonprofit sectors and assist with resources as deemed appropriate. Many of the area's nonprofit service providers currently receive the support of the private sector in terms of donations and volunteers that extend services to the City's low and moderate income citizens. These services would be greatly limited without the support of the private sector. At the time of submission, the City of Clarksville is not aware of any gaps in its insitutional structure that would impair its ability to carry out its Five Year Strategy and Annual Action Plans.

### Monitoring

A Housing and Community Development Committee consisting of four (4) city council members appointed by the mayor, was formed to review the OHCD budget expenditures, ongoing and upcoming projects, as well as the goals and objectives, strategies and priority needs of the Office growth plan. The committee meets once a month.

All subrecipients for the City of Clarksville including those who serve homeless and low-income individuals are required to undergo a yearly monitoring for compliance with the CDBG regulations as stated in the original grant contract. Acceptance of CDBG funds obligates the City to ensure that CDBG monies are used in accordance with all applicable requirements.

Locally certified Community Housing Development Organizations (CHDOs) housing units are required to undergo a yearly monitoring and on-site inspection of the units.

Our objectives for monitoring are as follows:

- Ensure that CDBG funds are used in accordance with all program requirements
- Evaluate organizational and project performance
- Determine if the subrecipient is carrying out its community development program, and its individual activities, as described in the application for CDBG assistance and the Subrecipient agreement.
- Ensure that activities are carried out in a timely manner, in accordance with the schedule in the agreement
- Ensure that all costs charged to a project are eligible under applicable CDBG regulations, and reasonable in light of the services delivered
- Determine if activities are performed with adequate control over program and financial performance, and in a way, that minimizes opportunities for waste, mismanagement, fraud, and abuse
- Assess the continuing capacity of the Subrecipient to carry out the approved project.
- Identify political problem areas and assist them with complying with applicable laws and regulations
- Assist with the resolution of any compliance problems through discussion, negotiation, and technical assistance
- Provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected by the Subrecipient
- Comply with the federal monitoring requirements of 24 CFR 570.501 (b) and 24 CFR 85.40
- Determine if any conflicts of interest exist in the operation of the CDBG program, per 24 CFR 570.611
- Ensure that required records are maintained to demonstrate compliance with applicable regulations

Monitoring activities will occur no less than annually. If any concerns or findings are found then the City will be required to address those items in a letter to the Subrecipient and receive a written response from the Subrecipient within two weeks of the original letter. Any risk that is identified will need to be addressed within 30 days by the Subrecipient before any additional funds can be disbursed to the Subrecipient.

The City of Clarksville also provides ongoing monitoring of all other housing and community development projects through the use of IDIS. This system assists us in tracking costs, eligibility, and performance.

### **Lead-based Paint**

Homes assisted by the City of Clarksville with HUD funds will continue to be subject to the required level of lead hazard reduction set forth by U.S. Department of Housing and Urban Development Healthy Homes regulations. Qualifying homes where safe work practice or an abatement contractor can be used to abate the lead-based paint hazard for a reasonable cost will be assisted. The evaluation and remediation of the homes considered for the rehabilitation program will continue to be assessed on a home-by-home basis.

Staff will attend lead base training when available.

## HOUSING

### **Specific Housing Needs and Objectives**

#### **Priority 1: Conserve and Improve Affordable Housing:**

The older housing stock in Clarksville suggests that repairs and rehabilitation will be required to maintain quality structures and living spaces. The City addresses this need through single-family rehabilitation assistance, and New Construction Program: (1) The Housing Rehabilitation Program offers assistance ranging from grants to zero-interest deferred payment loans. Eligible owners are those with household incomes not exceeding 80 percent of median income. A high priority is given to conserving and improving affordable housing stock, including addressing lead-based paint hazards. (2) The minor rehabilitation repair program consists of a one-time grant to the owner of the property. A maximum of \$10,000 per property will be granted for approved minor improvements. The intent of these improvements is to impact the overall exterior appearance of the property and thereby have a ripple effect on improving the aesthetics of the block, immediate neighborhood, and the City in general. (3) New construction offers assistance ranging from grants to zero-interest deferred payment loans to existing homeowners to reconstruct existing homes.

#### **Priority 2: Provide First-Time Homebuyer Opportunities**

Using HOME funds, the City offers residents of Clarksville with low to moderate income down payment assistance. The goal of the program is twofold: 1) to increase the percentage of homeowners in the community; and 2) to further assist the stabilization of residential neighborhoods by increasing the number of those persons who have a stronger economic stake in the overall appearance of their neighborhoods.

#### **Priority 3: Support New Affordable Housing Construction:**

The City will assist with the development of new affordable housing by working with for-profit and non-profit housing developers to acquire, rehabilitate, and/or construct new affordable housing units. HOME funds are available to assist in affordable housing production.

## **Priority 4: Public Services**

The city will invest up to \$98,000.00 to assist eligible non-profit organizations to directly benefit low-income people, often people with special needs. These "special needs" populations include some of the most vulnerable residents, the elderly, homeless, people with mental and physical disabilities, chronic illness, and individuals living in public housing.

## **Priority 5: Public Facilities**

The city will do one (1) public facilities project this year in a qualified census tract

## **Priority 6: Public Housing**

The city will encourage the Clarksville Public Housing Authority to apply for Choice Neighborhood Grant

## **Priority 7: CHDO**

The city will fund at least one possibly two CHDO projects

## **Priority 8: Acquisition, Demolition, and Clearance**

The City will have funding available to clear four abandoned blight houses or buildings.

## **Specific Housing Objectives**

Housing activities that benefit low- and moderate-income households receive a high priority in the 2013 Action Plan. The intended outcomes include improvement of existing affordable housing, first-time homebuyer opportunities for low- and moderate-income households, increased development of affordable single and multi-family housing, and the promotion of equal housing opportunities.

The City of Clarksville faces a number of important housing challenges. In particular, the conservation and improvement of the existing housing stock is critical in the City where many dwellings are relatively old and require some form of rehabilitation or improvement. City-sponsored residential rehabilitation assistance is necessary to:

- 1) Enable low- and moderate-income homeowners to carry out repairs they otherwise cannot afford; and
- 2) Facilitate neighborhood upgrading in general. Aside from the quality of housing, another issue of concern is affordability.
- 3) Continued efforts to expand the affordable housing stock will be the major means to address this need. The City of Clarksville continues to collaborate with non-profit organizations to accomplish a wide range of housing objectives, to include providing labor for housing rehabilitation projects beyond our scope of work, counseling for renters or owners, and homeless, emergency rental or utility bill assistance.



### **Federal, State, and Local Public and Private Sector Resources**

The City of Clarksville has access to federal, state, and local resources to achieve its housing and community development priorities. Specific funding sources will be utilized based on the opportunities and constraints of each project or program. The City utilizes two major funding sources for housing and community development activities: CDBG and HOME funds. HUD awards CDBG and HOME funds to Clarksville based on a formula allocation that takes into account the tightness of the local housing market, inadequate housing, poverty, and housing production costs. CDBG funds can be used for housing and community development activities, and HOME funds are used to expand affordable housing opportunities.

The City's goal is to leverage federal, state, and local funds to maximize the number of households that can be assisted. Other funding sources are available to the City but not addressed in this planning document. Community development, housing, and economic development goals can be met with supplemental funds that may be leveraged.

**Section 8:** The U.S. authorizes the Section 8 Rental Choice Voucher Program. Housing Act of 1937, and is overseen by HUD's Office of Public and Indian Housing. The Tennessee Housing Development Agency (THDA) administers the local Section 8 Housing Choice Voucher Rental Assistance Program for Clarksville residents, providing rental assistance payments to owners of private market-rate units on behalf of low-income tenants.

**Low Income Housing Tax Credits:** Tax credits are available to individuals and corporations that invest in low-income rental housing. Usually, the tax credits are sold to corporations with a high tax liability and the proceeds from the sale are used to create the housing.

### **Needs of Public Housing**

Clarksville Office of Housing Community Development is committed to enhancing the living conditions of PHA residents. The staff worked with residents to start a steering committee, to help them have a voice in upcoming planning events.

In order to engage residents and achieve success, community service programs should be implemented, and designed in ways that tie community service activities to training, education, and real job opportunities. Public housing residents should be active partners in the planning and implementation of any community program. The isolation and barriers between public housing residents and the surrounding community must be dissolved. Public Housing Administration staff should be doing more to revitalize public housing in Clarksville. In that regards, the OHCD is attending CHA board meetings and Resident Council meetings to help guide the parties into apply for HUD's Choice Neighborhoods initiative.

HUD designed Choice Neighborhoods as a successor to the HOPE VI program. According to HUD:

"The Choice Neighborhoods initiative is intended to transform distressed public and assisted projects located in neighborhoods into viable and sustainable mixed-income neighborhoods by linking housing improvements with appropriate services, schools, public assets, transportation, and access to jobs. A strong emphasis is placed on local community planning for access to high-quality educational opportunities, including early childhood education. Choice Neighborhoods grants are intended to build upon the successes of public housing transformation under HOPE VI to provide support for the preservation and rehabilitation of public and HUD-assisted housing, within the context of a broader approach to concentrated poverty

### **Barriers to Affordable Housing**

The provision of adequate and affordable housing for all residents is an important goal for the City of Clarksville. However, many factors can discourage or constrain the development, maintenance, and improvement of the housing stock. These factors include physical constraints, land availability, the economics of development, and governmental regulations, all of which may impact the cost and amount of housing produced. These constraints may result in housing that is not affordable to low- and moderate-income households, or may render residential construction economically infeasible for affordable housing developers. Local governments cannot control many of the factors that tend to restrict housing supply, especially those that relate to economic conditions and supply and demand for housing.

Specific zoning and land use regulations can limit the land designated for residential uses and regulate the allowable densities. The City must plan for other uses besides housing, including active commerce, open space, and areas for public facilities. The need for a variety of housing and the pursuit of affordable housing must be balanced with these other City needs.

The Clarksville-Montgomery County Land Use Plan provides a range of single-family Residential development options. The City's cluster option allows for denser development with the use of a green area. The City's sidewalk/underground utilities ordinance also allows dense development in single-family residential zones. Clarksville's lack of infrastructure and rapid single-family housing expansion (uncontrolled growth) is its primary constraint to accommodating future growth. New subdivisions have price ranges that are all the same through the entire subdivision. With no price diversity at all, developers and builders are building bigger houses on smaller lots trying to take advantage of the lack of local government affordable housing regulations. There is currently a very small amount of affordable housing being built due to developers having control of the single-family housing market.

The Clarksville Gas & Water Department could offer reduced or no tap fees for Affordable Housing projects. This could also help reduce the amount of HOME match funds the city is required to fund. Infill and refill development in the city center could also be given a reduced or no tap fee to help entice developers to develop in these critical areas of the city.

## **(HOME) First Time Home Buyers Program**

**Program Overview:** The City of Clarksville's First Time Home Buyers Program is a homeownership program designed to help income eligible households with down payment and closing cost assistance to purchase their first home within the City Clarksville. The program is administered through Office of Housing and Community Development.

The U.S. Department of Housing and Urban Development (HUD) provides the CITY with funding through the HOME Investment Partnership Program (HOME) for the purpose of expanding or improving affordable housing to lower income residents of Clarksville. The CITY allocates a portion of its annual allocation of HOME funds to offer grants, deferred payment loans (DPL) for down payments, and approved closing costs to qualified lower income households who want to become homebuyers.

The purpose of this program is to make funds available to qualified persons who wish to purchase a home but need financial support with initial costs. These costs include the down payment, as well as the closing costs and prepaid items required to obtain homeownership. These expenses can add up to a substantial amount, and the inability to cover these costs may prevent many individuals from achieving homeownership.

The Homeownership Assistance offered through the City's First Home program is payable in accordance with specific guidelines. Down Payment funds are fully forgiven provided applicant resides in the house for at least five years and one month. Closing costs provided to first time homebuyers will be considered due upon sale or other transfer. The agreement made between the buyers, the City will be attached to the property under two Notes, and a Deed of Trust, as a second to the lender's first.

### **WHO QUALIFIES?**

The City's program is designed to assist families determined to earn income within and 30%- 80% of the area median income for Clarksville, TN. The current (2008) median income for a family of four in Clarksville, TN is set at \$51,300. Maximum income limits will be adjusted according to the most recent income figures published by the Department of Housing and Urban Development. Qualifying households would need to meet the following income limits:

#### **Purpose**

To provide down payment and closing cost assistance to households that qualify as first-time homebuyers through the City's First Time Home Buyers Program guidelines.

To promote the acquisition and production of more affordable owner occupied units for very low and low-income individuals and families.

### **Specific Homeless Prevention Elements**

\*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

#### **1. Sources of Funds—Homeless Assistance and Prevention**

The Emergency Shelter Grant Program awarded \$193,848.00 to non-profits serving Clarksville/Montgomery County to help area homeless and domestic violence shelters.

## Clarksville, TN

---

Non-profits that serve Clarksville/Montgomery County provided housing assistance to 115 new households who were homeless or at risk of being homeless through the Homeless Prevention and Rapid Re-Housing Program (HPRP). (THDA)

McKinney-Vento Shelter + Plus Care - Mental Health Coop awarded one (1) year grant for ~~\$105,660.00~~

**2. Homelessness**—an effective prevention and re-housing system has three layers: prevention, shelter diversion, and rapid re-housing. Homelessness prevention serves a large number of people who are at risk of homelessness and is the least expensive intervention on a per client basis. If prevention fails to identify somebody at risk of homelessness or fails to prevent a person's homelessness, that person may contact and enter the shelter system.

Diversion is essentially an eleventh hour effort to prevent homelessness by assisting people who apply for shelter by identifying other safe housing options and resources, even if they are temporary. If prevention and diversion fail, and people become homeless, then rapid re-housing minimizes their stay in homelessness by quickly helping them move into permanent housing. On average, the interventions should get progressively more intensive, although the level of assistance for an individual household will depend greatly on the specific circumstances of that household.

However, prevention, diversion, and re-housing target distinct populations, many of the activities are similar. It is entirely possible, and in some cases preferable, to have a single program or providers perform two or three of those functions.

### Prevention

Effective prevention programs typically assess immediate housing needs, explore housing options and resources, provide flexible financial assistance, and, when appropriate, offer voluntary case management services focused on housing stabilization. Mandating case management usually offers no added benefit. In cases where the current housing situation cannot be stabilized, housing location and short-term rental assistance may be necessary to help find a new housing unit. (Activities—Housing Location, Flexible Financial Assistance, Rental Assistance, and Case Management—are described below).

Prevention assistance must be carefully targeted to have a meaningful impact on homelessness, as most people who have a housing crisis do not become homeless. At a minimum, prevention resources should be targeted to people who have extremely low incomes (below 30 percent of area median income), who have a demonstrated housing crisis (e.g. request to vacate doubled up situation), and who lack protective factors, such as friends or family members who can help them. If possible, Homeless Management Information System (HMIS) data or other data about homelessness in the community should be assessed to identify additional factors that would help target resources to those most at risk of homelessness. In the absence of local data, programs should use risk factors described later in this document.

### Diversion

Diversion programs attempt to prevent homelessness for people who are applying for shelter. Diversion programs try to help people return to the housing they just left or move in with friends or family using financial incentives or mediation. If that situation



cannot be made permanent, then the diversion program will work to immediately locate other housing. Targeting is clearer with diversion programs because people applying for shelter are at high risk. As with prevention programs, diversion programs typically involve one-time financial assistance and the offer of brief case management. When that is not sufficient, then housing location and short-term rental assistance may be necessary.

### Rapid Re-housing

Re-housing programs work with people who are already homeless to help them quickly move into rental housing. Rapid Re-housing programs tend to be short-term (1 – 12 months) and involve housing location, financial assistance, and an offer of case management. Short-term rental assistance is provided when necessary. When serving people with significant disabilities or with very limited income capacity, rapid re-housing programs must coordinate with other community resources to ensure that participants are linked to ongoing assistance, such as housing vouchers, intensive case management, or assertive community treatment.

To be most effective, communities should offer all three types of services (prevention, diversion, and re-housing). Having only a diversion or re-housing program will encourage people in crisis to enter the shelter system to get assistance, which could unnecessarily overwhelm the shelter system. Communities lacking a re-housing program will likely result in people staying in shelters longer than necessary, which is costly and results in poor outcomes.

Integrate and coordinate programs whenever possible. For example, the same housing locators and case managers can serve people through the prevention, diversion, or re-housing programs. In some smaller communities, a single program could provide eviction prevention, diversion, and re-housing interventions. In most communities, a single program could provide flexible financial assistance and rental assistance for people in all three types of programs.

A community should also consider other resources available to them to supplement their prevention and re-housing efforts. For example, States are receiving additional funding for Temporary Assistance to Needy Families (TANF) that can be used to provide short-term rent assistance and other help that effectively prevents or ends homelessness.

Examples of resources can be found in this document:

<http://www.endhomelessness.org/content/article/detail/2179>.

**Chronic homelessness**— BVI as lead agency in HNM, provides the offices and administration and staff to carry out this program. As lead agency and under the direction of the HNM Steering Board, we are actively participating in and coordinating the HPRP activities for our CoC. Local PHAs, government, social services agencies, veteran's groups, and faith based agencies, utility companies were contacted via mail/email/faxes as well as invitation to local meetings where HPRP was described, and HPRP activities, enrollments, etc. were explained. An 800 central intake number was publicized for easy access to HPRP staff.

**Homelessness Prevention**—Experts estimate that two to three families are on the verge of homelessness for every family in a shelter. This at-risk population is comprised of families and individuals living in poverty who, upon loss of employment or other emergency requiring financial reserves, would lose their housing and become homeless. These families are generally experiencing a housing cost burden, paying more than 30 percent of their income for housing. Clarksville has a substantial number of households with an income of less than \$15,000; 15.8 percent of households, some 7,438 households, are below this figure. This group is considered at risk of becoming homeless. Other persons considered at risk for becoming homeless include victims of domestic violence, persons with HIV/AIDS, youth recently released from foster care, and parolees. To help prevent homelessness and protect at-risk populations, Clarksville will continue to participate in the Middle Tennessee Continuum of Care to provide assistance to persons at risk of becoming homeless.

Effective prevention programs typically assess immediate housing needs, explore housing options and resources, provide flexible financial assistance, and, when appropriate, offer voluntary case management services focused on housing stabilization. Mandating case management usually offers no added benefit. In cases where the current housing situation cannot be stabilized, housing location and short-term rental assistance may be necessary to help find a new housing unit. (Activities—Housing Location, Flexible Financial Assistance, Rental Assistance, and Case Management—are described below).

Prevention assistance must be carefully targeted to have a meaningful impact on homelessness, as most people who have a housing crisis do not become homeless. At a minimum, prevention resources should be targeted to people who have extremely low incomes (below 30 percent of area median income), who have a demonstrated housing crisis (e.g. request to vacate doubled up situation), and who lack protective factors, such as friends or family members who can help them. If possible, Homeless Management Information System (HMIS) data or other data about homelessness in the community should be assessed to identify additional factors that would help target resources to those most at risk of homelessness. In the absence of local data, programs should use risk factors described later in this document.

**Discharge Coordination Policy**—for each system of care identified below describe the CoC's efforts in coordinating with and/or assisting in the development of local discharge planning policies that ensure persons are not routinely discharged into homelessness, including the streets, emergency homeless shelters, or other McKinney-Vento homeless assistance housing programs.

Foster Care (Youth Aging Out):

Foster Care: Foster Care Discharge policy: The Tennessee Foster Care program normally discharges youth at age 18. At the time of discharge the case manager discusses with the youth the various options available. If the youth chooses to leave custody, the case manager is required to provide the youth with referrals for housing and services options. A youth may stay in custody and receive services that include housing in four categories:

1. Volunteer placement in foster care to complete high school or to receive a GED and have part-time employment. The youth may remain in care to age 19 before discharge.
2. Volunteer placement in the Independent Living program to attend and receive a secondary education. The youth will have services, which include housing while earning a vocational degree, Associate degree, or Bachelor's degree.

3. Volunteer placement in the Transitional Living program to prepare the youth for living as an adult. The youth may have services, which include housing assistance to age 23.

4. Volunteer placement with the Mentor/Host Home program to prepare the youth for independent living with assistance from a mentor/host family. This program may include housing assistance or housing with the host family.

### Health Care:

The VA/Vanderbilt hospital and TN Valley Medical Center have policies to assist veterans being discharged that include placement in rehabilitation centers, transitional housing and permanent housing. The housing plan after discharge is a part of the veteran's treatment plan? The case managers and social workers make every effort that individuals/families housing needs are met prior to discharge. Local hospitals such as Maury Regional, Sumner Regional, Gateway Medical, Harton Regional, Crockett General, Perry Community, Horizon Medical, and Williamson Medical, have policies in place that require the facilities case manager/social workers to arrange for persons leaving the centers to have adequate housing at time of discharge. This is done in conjunction with referrals to rehab centers, healthcare transitional housing, PHA, local independent property owners and with family members. ER discharges are referred to local emergency shelters for temporary housing until permanent housing can be attained most noted for victims of DV.

### Mental Health:

There is no mental health or psychological hospitals in the CoC area. However the State Psych Hospital is in one of the neighboring counties. The CoC has representatives involved in the discharge planning. In Tennessee, all state associated mental health treatment centers are required to have a service/treatment plan for every consumer that includes discharge plans. The discharge plan does include provisions for appropriate housing at the time of discharge. Case managers/social workers in the facilities are required to make referrals to local rehabilitation centers, nursing homes, boarding homes, group homes, mental health care provider housing, independent living programs, transitional housing programs or to family placement prior to discharge to assure the consumer has appropriate housing established prior to discharge. Our continuum has two large mental health centers (Centerstone and Mental

Health Co-op) located with easy access to/from services.

### Corrections:

The TN State Correctional system has established specific release policies that highly suggested that all individuals leaving custody have a service plan that includes housing that is safe and affordable. The case managers of the facilities alternatively, probation officers assist the individuals with referrals to local halfway houses, local landlords or family members that assure the individuals has housing at time of discharge. Several local jails in the CoC have Criminal Justice Liaison, funding by a state grant that works with inmates with mental illness in assisting with their MH care needs while in custody and at time of discharge including safe affordable housing. There is currently a Transitional Re-Entry program in TN trying to replicate a best practice model to reduce the homelessness numbers at prison exit. CoC will continue to work with the Transitional Re-Entry group to address this issue. The case managers of the facilities or probation officers assist individuals with linkages and referrals to local halfway houses, local property owners, or family members that assure the individual has housing at the time of discharge.



## COMMUNITY DEVELOPMENT

### Community Development

\*Please also refer to the Community Development Table in the Needs.xls workbook.

#### Priority Community Development Needs

Under HUD regulations, CDBG funds may be used to provide services and facilities that benefit primarily those residents earning up to 80 percent of area median income. CDBG funds may also be used to provide or improve facilities located in areas where the majority of the population (51 percent) earns less than 80 percent AMI.

The City may pursue economic development activities through various approaches to assist businesses and developers to create jobs for low- and moderate-income persons. The City is required to utilize 70 percent of its total CDBG allocation to directly benefit low- and moderate-income persons.

A priority ranking has been assigned to each community development category for purposes of using CDBG and HOME funds. Activities to address high priority needs are expected to be funded during FY 2013-2014. The overall priority community development need for the Action Plan is to foster a suitable living environment for low- and moderate-income households and economic opportunities for low- and moderate-income individuals and local businesses.

#### Specific Long-Term and Short Term Community Development Objectives

The following are community development priorities (in order) and activities to be pursued in FY 2013-2014 using CDBG funds:

**1) Create a Neighborhood Revitalization Strategy:** The city will concentrate its CDBG funds and efforts in the Qualified Census Tracts in an effort to address issues of slum and blighting conditions, abandoned structures, infrastructure needs and economic development. By doing this the city will use its limited CDBG and HOME funds to inject resources and investment whenever possible into an identified area to work toward the goal of revitalizing the neighborhood and encourage outside investment and renewal into a declining neighborhoods. Using such a strategy, the City would be eligible to apply for Section 108 loan funds to help finance the costs of the neighborhood revitalization activities.

**2) Infrastructure Improvement Planning:**

Annually, the Street Department assesses the need for public facility and infrastructure improvements. Such improvements include, but are not limited to, streets, curbs, gutters, sidewalks, streetlights, sewers, storm drains, traffic signals, electrical distribution systems, off-street parking, landscaped areas, and under-grounding of existing utilities. Improvements to public facilities, including those to provide handicapped access, are also potential capital improvements that may be funded during the year.

One (1) capital improvement activity has been planned for FY 2012-13;

## Clarksville, TN

Proposed Accomplishment:	1 public improvement over 5 years
Proposed Funding:	\$50,000.00

**3) Provide for needed Community and Supportive Services:** The City may use CDBG funding to provide a variety of needed services to low- and moderate-income and special needs persons in the community, up to a total of 15 percent of the allocation. Priority service needs identified in the Consolidated Plan include Domestic Violence prevention, self-sufficiency programs, homeless prevention programs.

Proposed Accomplishment:	300 people
Proposed CDBG Funding:	98,000

**4) Support Code enforcement services:** During the program year, the Code Enforcement Division will continue to receive and investigate complaints. Some of these complaints will be in areas identified as low and moderate-income areas. Once a complaint is received, it will be confirmed and the violators notified. In addition, the Code Enforcement staff will observe code violations. The program is eligible under Low/Mod Area Benefit. CDBG-funded code enforcement activities will focus on the correction of building code violations.

Goals of the program are:

Remove four abandoned houses

Refer potentially eligible housing projects to the OHCD for possible assistance.

Proposed Accomplishment:	Code enforcement \$35,000
--------------------------	---------------------------

# Clarksville, TN

Clarksville, TN			CPMP Version 2.0		Only complete blue sections.																			
Community Development Needs			Needs	Current	Gap	5-Year Quantities										Cumulative		% of Goal	Percent of Goal	Dollars to Address	Plan to Fund, Y/N	Fund Source		
						Year 1		Year 2		Year 3		Year 4		Year 5										
						Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual						Goal	Actual
02 Disposition 570.201(b)			5	0	5	1		1		1		1		1		5	0	0%	M	100,000	Y	C		
Public Facilities and Improvements	03A Senior Centers 570.201(c)			0	0	0									0	0	#DIV/0!							
	03B Handicapped Centers 570.201(c)			3	0	3	1					1		1		3	0	0%	L	75,000	Y	C		
	03C Homeless Facilities (not operating costs) 570.201(c)			0	0	0									0	0	#DIV/0!							
	03D Youth Centers 570.201(c)			0	0	0									0	0	#DIV/0!							
	03E Senior Centers 570.201(c)			1	0	1			1						2	0	0%	L	50,000	Y	C			
	03F Senior Centers 570.201(c)			2	0	2	1		1						3	0	0%	M	80,000	Y	C			
	03G Parking Facilities 570.201(c)			0	0	0					1				0	0	#DIV/0!							
	03H Solid Waste Disposal Improvements 570.201(c)			0	0	0									0	0	#DIV/0!							
	03I Flood Drain Improvements 570.201(c)			0	0	0									0	0	#DIV/0!							
	03J Water/Sewer Improvements 570.201(c)			0	0	0									0	0	#DIV/0!							
	03K Senior Centers 570.201(c)			2	0	2			1				1		2	0	0%	H	50,000	Y	C			
	03L Senior Centers 570.201(c)			3	0	3			1		1		1		3	0	0%	M	50,000	Y	C			
	03M Child Care Centers 570.201(c)			0	0	0									0	0	#DIV/0!							
	03N Tree Planting 570.201(c)			0	0	0									0	0	#DIV/0!							
	03O Fire Stations/Equipment 570.201(c)			0	0	0			1						1	0	0%							
	03P Health Facilities 570.201(c)			0	0	0									0	0	#DIV/0!							
	03Q Abused and Neglected Children Facilities 570.201(c)			0	0	0									0	0	#DIV/0!							
	03R Asbestos Removal 570.201(c)			0	0	0									0	0	#DIV/0!							
	03S Facilities for AIDS Patients (not operating costs) 570.201(c)			0	0	0									0	0	#DIV/0!							
	03T Operating Costs of Homeless/AIDS Patients Programs			0	0	0									0	0	#DIV/0!							
04A Clean-up of Contaminated Sites 570.201(d)			100	0	100	20		20		20		20		20		100	0	0%	H	250,000	Y	C		
Public Services	04B Handicapped Services 570.201(e)			25	0	25	5		5		5		5		5		25	0	0%	H	650,000	Y	C	
	04C Legal Services 570.201(e)			1	0	1			1						1	0	0%	L	10,000	Y	C			
	04D Youth Services 570.201(e)			0	0	0									0	0	#DIV/0!							
	04E Transportation Services 570.201(e)			0	0	0									0	0	#DIV/0!							
	04F Substance Abuse Services 570.201(e)			0	0	0									0	0	#DIV/0!							
	04G Employment Training 570.201(e)			5	0	5	1		1		1		1		5	0	0%	H	100,000	Y	C			
	04H Crime Awareness 570.201(e)			0	0	0									0	0	#DIV/0!							
	04I Crime Awareness 570.201(e)			0	0	0									0	0	#DIV/0!							
	04J Fair Housing Activities (if CDBG, then subject to 570.201(e))			0	0	0			1						1	0	0%							
	04K Tenant/Landlord Counseling 570.201(e)			0	0	0									0	0	#DIV/0!							
	04L Child Care Services 570.201(e)			0	0	0									0	0	#DIV/0!							
	04M Health Services 570.201(e)			0	0	0			1						1	0	0%							
	04N Abused and Neglected Children 570.201(e)			0	0	0									0	0	#DIV/0!							
	04O Mental Health Services 570.201(e)			0	0	0									0	0	#DIV/0!							
	04P Screening for Lead-based Paint/Lead Hazards Poison 570.201(e)			0	0	0									0	0	#DIV/0!							
	04Q Substance Payments 570.204			0	0	0									0	0	#DIV/0!							
	04R Homeownership Assistance (not direct) 570.204			0	0	0									0	0	#DIV/0!							
	04S Rental Housing Subsidies (if HOME, not part of 5% 570.204)			0	0	0									0	0	#DIV/0!							
	04T Security Deposits (if HOME, not part of 5% Admin c			0	0	0									0	0	#DIV/0!							



## Clarksville, TN

06	Interim Assistance 570.201(f)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	</
----	-------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

### **Antipoverty Strategy**

According to the 2010 U.S. Census, over 16.1 percent of Clarksville residents were living below the poverty level. Among families with children under the age of 18, more than 25.8% percent were living below the poverty level. Female-headed families with children experienced even higher levels of poverty, with 40.6 percent living below the poverty level in 2010.

The challenges associated with poverty, including stress, strained family relationships, substandard housing, lower educational attainment, limited employment skills, unaffordable childcare, and transportation difficulties, make it difficult for low-income families to obtain and maintain employment, and therefore housing and basic needs. The City seeks to reduce the number of people living in poverty (extremely low-income households earning less than 30 percent of the MFI) by continuing to implement its anti-poverty strategy, which includes providing a number of programs, including housing assistance, supportive services, and economic development assistance.

Economic development activities should be initiated through the City's Redevelopment Plan. The plan could improve self-sufficiency among lower- and moderate-income households and therefore reduce the number of people in poverty. The plan left out affordable housing and economic development for low to moderate-income citizens. The city will utilize CDBG funds under section three to hire low-moderate income persons to help reduce the poverty rate.

Several Infrastructure projects may become available through CDBG-DR funding through the State of Tennessee Office of Planning and Economic Development. Drainage, riverbank stabilization, and neighborhood revitalization are high priorities for CDBG-DR funding.



## NON-HOMELESS SPECIAL NEEDS HOUSING

## Non-homeless Special Needs (91.220 (c) and (e))

\*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

CPMP Version 2.0

Grantee Name: Clarksville, TN																							
Non-Homeless Special Needs Including HOPWA		Needs	Currently Available	GAP	3-5 Year Quantities										Total			Priority Need: H, M, L	Plan to Fund? Y/N	Fund Source: CDBG, HOME			
					Year 1		Year 2		Year 3		Year 4*		Year 5*		Goal	Actual	% of Goal						
					Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete	Goal	Complete									
Housing Needed	52. Elderly	75	0	75	1	0	1	0	1	0	1	0	1	0	5	0	0%	H	Y	DB			
	53. Frail Elderly	25	0	25	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	54. Persons w/ Severe Mental Illness	20	0	20	0	0	0	0	1	0	1	0	0	0	2	0	0%	H	Y	DB			
	55. Developmentally Disabled	20	0	20	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	56. Physically Disabled	25	0	25	0	0	0	0	1	0	1	0	1	0	3	0	0%	H	Y	DB			
	57. Alcohol/Other Drug Addicted	50	0	50	1	0	1	0	1	0	0	0	0	0	3	0	0%	H	Y	DB			
	58. Persons w/ HIV/AIDS & their families	25	0	25	0	0	0	0	0	0	0	0	0	0	0	0	###	H	Y	DB			
	59. Public Housing Residents	25	0	25	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	Total	265	0	265	2	0	2	0	4	0	3	0	2	0	13	0	0%						
Supportive Services Needed	60. Elderly	50	0	50	1	0	1	0	1	0	1	1	0	1	4	2	50%	H	Y	DB			
	61. Frail Elderly	25	0	25	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	62. Persons w/ Severe Mental Illness	15	0	15	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	63. Developmentally Disabled	15	0	15	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	64. Physically Disabled	20	0	20	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	65. Alcohol/Other Drug Addicted	50	0	50	1	0	1	0	1	0	1	0	1	0	5	0	0%	H	Y	DB			
	66. Persons w/ HIV/AIDS & their families	20	0	20	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	67. Public Housing Residents	25	0	25	0	0	0	0	0	0	0	0	0	0	0	0	###	L	N				
	Total	220	0	220	2	0	2	0	2	0	2	1	1	1	9	2	22%						

## 1. Priorities and Specific Objectives

Certain segments of the population may have difficulty finding decent, affordable housing and accessing community facilities and services due to their special needs. These "special needs" populations include the elderly, frail elderly, persons with severe mental illness, persons with developmental or physical disabilities, persons with drug and/or alcohol addiction, and persons with AIDS and their families. The Non-Homeless Special Needs Table in Appendix A includes population estimates for each of these groups.

Clarksville will assist special needs populations through the provision of community services, and improvements to facilities (including ADA improvements). These priorities and specific objectives are outlined in the Specific Housing Objectives Section and the Priority Community Development Needs Section, as well as the Needs and Objectives Tables in Appendix A.

## 2. Use of Federal, State, and Local Resources

The City utilizes two major funding sources for housing and community development activities: CDBG and HOME funds. The City's goal is to leverage federal, state, and local funds to maximize the number of households that can be assisted. It is expected that Clarksville and a variety of human service and housing agencies will pursue funding from private, local, state, and federal resources to assist with their delivery of services for those with special needs. The resources that can reasonably be expected to be available to assist persons with special needs include federal (CDBG and HOME), state grants, and local public and private sector resources. It is anticipated that these resources will be used to support the provision of housing and services to those in need. More detail on other local and federal funding sources is also provided in the Specific Housing Objectives section.

### Other Narrative

#### **Fair Housing**

Two public meetings were held to discuss Action Plan (see public notices and sign in sheets)

Comments from the public hearing are posted on the website (see action plan page 18) [www.cityofclarksville.com](http://www.cityofclarksville.com)

Projects bid with CDBG funds have the following statement:

The City of Clarksville is an equal Opportunity Employer and does not discriminate based on race, color, national origin, sex, religion, age, or handicapped status in the employment or procurement of services. Woman and minority owned business are encouraged to apply.

In January at the annual Freedom March a booth was set up in a local gym located in a qualified census tract, and Fair Housing information was passed out to the citizens.



### **Impediments, Recommendations, and Actions**

#### **IMPEDIMENT ONE – NEED FOR INCREASED AWARENESS, OUTREACH, AND EDUCATION**

Clarksville has an active fair housing program. However, focus group discussions and survey results in particular note a lack of knowledge about fair housing law, policies, and practices. The need for on-going education, awareness, and outreach remains, especially among lower income households and minorities.

#### **Recommendations:**

- 1) Continue and expand efforts by City agencies, housing advocacy groups, and service organizations to inform renters and homebuyers of their rights and means of recourse if they feel they have been discriminated against.
- 2) Conduct City-led training sessions and information campaigns especially among rental property owners and managers, as well as apartment owner associations, and management companies.
- 3) Convene focus groups of advocacy groups, community based organizations, real estate industry professionals, lenders, property owners, and government agency officials to review and assess fair housing issues. These groups should identify discriminatory practices, trends, or changes in these practices, focal points of discriminatory practice, and the means or methods to address them.
- 4) Update Fair Housing information regularly and adjust strategies and actions accordingly. In particular, the groups mentioned above should continue to meet yearly (or perhaps twice yearly), for example at the Housing Summit.
- 5) Expand awareness efforts through school programs (e.g., poster contests, essay contests) coordinated with Fair Housing Month programs, and devote a Housing Summit session specifically to fair housing law and practice.
- 6) Work with housing advocacy and not-for-profit organizations to develop homeownership and home maintenance educational programs for first-time homebuyers to better prepare them for the responsibilities of ownership and home maintenance.
- 7) Continue and, if possible, expand existing to educate households and housing related organizations by disseminating Fair Housing law literature, conducting Fair Housing law seminars and training, and focusing public awareness campaigns about Fair Housing law in ethnic and minority neighborhoods, and among civic, social, religious, and special interest groups.
- 8) Provide Fair Housing materials and educational programs in Spanish, especially in neighborhoods and communities with high percentages of Spanish-speaking persons.

#### **IMPEDIMENT TWO – LIMITED SUPPLY OF AFFORDABLE HOUSING**

As discussed earlier, affordability is one aspect of housing discrimination and it is difficult to talk about addressing impediments to fair housing, and actions to eliminate discrimination in housing, without simultaneously talking about development of policies, plans, programs, and projects to increase the supply of affordable housing.



Earlier sections of this Analysis addressed the issue of affordability. Suffice to say that even moderate-income households face challenges in purchasing a home in Clarksville, and low-income families face a significant cost burden for rental housing. Incentives for the creation of affordable housing should be structured so that they are stringent enough to produce the desired units, but palatable to the developer as well.

### Recommendations and Actions

- 1) Continue to use all available federal and state funding resources and programs to address high priority housing needs for rehabilitation, preservation, and development of affordable units.
- 2) Continue to work with community based organizations, affordable housing developers, and housing advocacy groups to increase the supply of disability accessible housing units, leveraging resources to the extent possible.
- 3) Take advantage of the Neighborhood Stabilization Program resources to acquire housing units and make them affordable.
- 4) Continue and, if possible, expand housing rehabilitation programs to maintain the City's base of affordable units, both owner-occupied and rental.
- 5) Research other affordable housing programs for additional ideas and practices.
- 6) Continue to seek incentives to promote developers constructing a wide range of housing types at a number of price points, considering transportation; employment centers and the availability of services and shopping in their planning (See government policies below).
- 7) Housing for special needs populations and minorities should be scattered throughout the City.

### **IMPEDIMENT THREE - LACK OF CLEAR COMPLAINT AND ENFORCEMENT STRUCTURE**

The City is aware of, and the survey and focus group discussions reinforced, the idea that there is no clear resource, agency, or mechanism to report housing discrimination. Beyond that, it appears that people would not report such discrimination because they feel it is useless or could bring negative consequences. This perception can be dispelled by first developing a clearly identified place and means to file a query or complaint, and then following through on that complaint while protecting the complainant.

### Recommendations and Actions

1. The City should continue its efforts to make the Human Relations Commission the focal point for receiving and acting upon fair housing queries and complaints.
2. This entails a concerted effort to educate the public about the role of the Commission and how to contact the Commission with inquiries and formal complaints. This also means providing the Commission with the tools and resources to carry out its mission.
3. The City should emphasize ADA requirements and accessibility guidelines to all building department, code enforcement, and planning staff and Commissioners.

### **IMPEDIMENT FOUR – GOVERNMENT POLICIES**

This impediment deals with issues relating to the development of land including housing that is available to a wide range of persons and income levels in disparate locations. This goal is affected by a wide range of factors, some of which are beyond the ability of the City to change.

Though not raised as an on-going concern in Clarksville, the proposed development or location of affordable housing, group homes, public housing, or Section 8 housing often draws storms of criticism and opposition from neighborhood residents. This “not-in-my-backyard” (NIMBY) attitude affects the availability of housing for people in the protected classes and is a significant challenge to achieving fair housing objectives.

While it is difficult to avoid this attitude, the City can take some measures to mitigate these challenges.

#### **Recommendations**

- 1) Ensure that reasonable accommodation and disabled access issues are properly addressed in municipal zoning and construction codes, especially noting the definitional issues raised earlier.
- 2) Do as much as possible to reduce review and approval process times for both new construction and home modification applications.
- 3) Encourage the use of universal design principles in new housing developments.
- 4) Ensure that local zoning ordinances and building codes properly address issues of concern with respect to higher density housing, persons with disabilities, and group homes/congregate living/community care.
- 5) Encourage developers, housing advocacy groups, and other interested parties to conduct neighborhood outreach and information campaigns before submitting projects for review and approval.
- 6) As noted in Impediment One, undertake a public outreach/education program about fair housing and affordable housing on a regular basis. While such efforts will not lay all misconceptions to rest, a broader understanding of the nature of fair housing and the types of persons and families involved will mitigate at least some opposition.
- 7) Seek new or additional incentives, as noted in Impediment Two, to get developers to undertake affordable projects or to include affordable units in market rate projects.

### **IMPEDIMENT FIVE – AWARENESS OF POTENTIAL DISCRIMINATION**

The review of demographic information does not provide a clear indicator of housing discrimination among persons in the protected classes. However, statistical data can assist in identifying potential problems and topics of concern.

In the current economy and given the structure of the City’s housing stock, the incidences of discrimination may focus on rental housing, and the focus of efforts in the immediate future should be upon aspects of discrimination in the rental market, and upon some groups within the protected classes.

In particular, discrimination among two protected classes should be addressed.

- Disabled persons may face discrimination or difficulties in finding appropriate units because of the small number of small units and the costs of building or adapting units.
- There are a high percentage of family households and those families are slightly larger than the national norm, indicating a demand for larger housing units.

### Recommendations

- 1) Increase housing choice alternatives for the disabled and families with children by encouraging the construction of affordable, and especially rental, housing.
- 2) Convene focus groups of advocacy groups, community based organizations, real estate industry professionals, lenders, property owners, and government agency officials to review and assess fair housing issues. These groups should identify discriminatory practices, trends, or changes in these practices, focal points of discriminatory practice, and the means or methods to address them (See advocacy and outreach above).
- 3) The County should create a Fair Housing testing and auditing program, focusing upon rental properties at this time.



A4 • THE LEAF-CHRONICLE • TUESDAY, FEB. 26, 2013

**CITY OF CLARKSVILLE  
2013/2014 ACTION PLAN  
PUBLIC HEARING/COMMENT NOTICE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Clarksville will hold a Public Hearing on Tuesday, March 5, 2013 at 6:00p.m. at the New Providence Community Policing Center located at 640 Providence Blvd., Clarksville, TN 37042, in order to receive public input regarding the 2013/2014 Action Plan; Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program.

Citizen participation is essential to the City's involvement in the Department of Housing & Urban Development's (HUD) Programs. The Action Plan serves as the planning document for addressing overall community development and housing needs. Projects selected to receive this funding will be included in the Action Plan.

All citizens and organizations are invited to attend the public hearing to comment orally or in writing on the FY 2013/2014 Action Plan. The City of Clarksville will make reasonable accommodations and services necessary for sensory-impaired and disabled citizens at the public meeting. Additionally, translation services may be offered upon request and availability. Persons requiring such accommodations/services should contact the Office of Housing and Community Development at (931) 648-6133 at least three working days in advance of the meeting.

Copies of the Action Plan will be available at the Office of Housing and Community Development, One Public Square, Suite 201, Clarksville, TN between the hours of 8:00 AM and 4:30 PM, Monday through Friday, and at the reference desk at the Clarksville Montgomery County Public Library for a 30 day public comment and review period which begins March 5, 2013. The Action Plan will also be posted on the City website at [www.cityofclarksville.com](http://www.cityofclarksville.com) on this date.

Written comments may be mailed to Office of Housing and Community Development, One Public Square, Suite 201, Clarksville, TN 37040. Comments may also be submitted by calling (931) 648-6133. Comments are welcomed prior to the start of the review period, all comments should be received no later than 12:00 Noon on Tuesday, April 5, 2013, to be considered.

TN-0000677675



PUBLIC HEARING MEETING (2013-14 ANNUAL ACTION PLAN)			
Facilitator	Office of Housing & Community Development	Meeting Date:	March 5, 2013 @ 6:00 p.m.
Name	Address	Phone	E-Mail
Helen Dunn	CLARKSVILLE 37042 151 WALLACE BLVD-10	931-220-0955	bdunc@att.net
Anthony	E Street		slm3455@gmail.com
Lester Bolt	700 Commerce St.	931-245-0298	lesterblack@thuleofchronicle.com
Tom White	222 Oak St	931-647-236	
Digmar Taylor	346 A St	931-538-5452	taylor.digmar@yahoo.com
VICTOR GANNAWAY	301 "E" ST	931-647-2093	N.A.
Edelgard Stover	501 E ST	931-553-2974	N.A.
Anthony White	106 Beech St	931-378-1770	N.A.
Robert Maglaughlin	1141 E Street	931-532-6090	
ELISABETH STODENIRE	350 "A" STREET	931-645-8255	N/A
Lettie M. Kendall	388 "A" Street	931-647-5591	Kenda11681@aol.com
Gwen Duvall	311 Walker St.	931-220-0083	1506@bellsouth.net
Barbara Erickson	115 Walnut #4	931-206-5739 270-705-5071	barwynner@yahoo.com

## PUBLIC HEARING MEETING (2013-14 ANNUAL ACTION PLAN)

Office of Housing & Community  
Development

Meeting Date: March 5, 2013 @ 6:00 p.m.

Facilitator

Name	Address	Phone	E-Mail
Cable Walton	138 Walnut St	Nb	Nb
Lisa Baggett	640 Providence Blvd	931-472-3531	lisa.baggett@giveaway.org
Anthony Wood	650 Providence	931-645-6453	ARWPaint55@yahoo.com
Shirley M. Wells	230 Plum St.	931-216-1082	SHIRWELL@aol.com
Belinda Martinez	3814 Circoquinin	931-300-9005	belinda.martinez2007@me.com
Chris Monhollen	139 Walnut St	931-249-4014	christophermonhollen@yahoo.com
Lucinda Warner	340 A St	931-278-0625	lwarner1@my.apsu.edu
Hershel Lee Monhollen	139 Walnut St	931-436-6940	
Gennell McLaughlin	107 Beech St		
Plaster Angela Jona	Greenhill Church	931-648-2971	angelajones73@gmail.com
Sonya Jacoby	" "	931-801-8803	yarbrough-sonya@yahoo.com

MONDAY, JAN. 21, 2013 • THE LEAF-CHRONICLE • A3

## **CITY OF CLARKSVILLE PUBLIC MEETING**

The Clarksville Office of Housing and Community Development will hold a public meeting on Monday, January 28, 2013 at 6:00 p.m. at the Greenhill Church located at 311 Walker St., Clarksville, TN 37042 to discuss the 2013/2014 Annual Action Plan and a Neighborhood Revitalization Strategy Plan.

Citizen participation is essential to the City's involvement in the Department of Housing & Urban Development's (HUD) Programs. The Action Plan serves as the planning tool for addressing overall community development and housing needs. Projects selected to receive this funding will be included in the Action Plan. The City of Clarksville also wishes to discuss creating a Neighborhood Revitalization Strategy Area (NRSA) within the New Providence Area. The NRSA plan can be used to promote economic development activities that stimulate investment and patronage for local businesses and employment of local residents.

All citizens and organizations are invited to attend the public meeting. The City of Clarksville will make reasonable accommodations and services necessary for sensory-impaired and disabled citizens at the public meeting. Additionally, translation services may be offered upon request and availability. Persons requiring such accommodations/services should contact the Office of Housing and Community Development at (931) 648-6133 at least three working days in advance of the meeting.

TN-0000007932

**THE LEAF-CHRONICLE**



## COMMUNITY TOWN HALL MEETING @ GREENHILL CHURCH AND CHRISTIAN OUTREACH MINISTRIES

Facilitator	Office of Housing & Community Development/Councilman Marc Harris/Pastor Angela Jones	Meeting Date:	January 28, 2013 @ 6:00 p.m.

Name	Address	Phone	E-Mail
Pastor Angela Jones	310 Laurel Dr		
Pastor Frank Washington	Greenhill, 3111 Walker 414 Christopher Dr Clarksville, TN 37042	931-643-9471	angeli.jones 83@gmail.com
Pastor Gary D. Ellis	119 Chapel Street Clarksville, TN 37042	931-542-2807	few 1 sa@charter.net
Leptie M. Kendall	388 A. Clarkville, TN	931-648-8577	Pastor.Ellis@alcoonline.com
Marc Harris	449 North Second	931-647-5597	Kendall69@aol.com
Donald Groves	121 Duncan St	931-278-5160	concernant@gmail.com
Sharon Rege	121 Duncan St	931-298-8506	
Carline (Cookin) Maynor	180 A Street	931-371-1235	
Sharronise Horton	309 Walker St	931-648-0073	Cookin.maynor@yahoo.com
John Johnson	209 A Street	931-645-9435	sharj922@yahoo.com
Charlotte Autman	595 Briarwood Dr.	931-503-2503	JohnsonJC@AR5U.edu
David Autman	" "	" "	dauidcharlotte@bellsouth.net
Turner McCallister Jr	1012 Coulter St.	(931) 378-7392	TURNER@BUSINESSCLARKVILLE.COM

COMMUNITY TOWN HALL MEETING @ GREENHILL CHURCH AND CHRISTIAN OUTREACH MINISTRIES			
Facilitator Office of Housing & Community Development/Councilman Marc Harris/Pastor Angela Jones		Meeting Date: January 28, 2013 @ 6:00 p.m.	
Name	Address	Phone	E-Mail
Kifani Munnweather	415 Gayce	931-933-0753	
Romyne Munnweather	(A Street) 121-Duncan	931-933-0753	Romyne.Dunnweather@yahoo.com
Velinda M. Johnson		931-338-1423	
Suzanne Hagan	212 Beech St.	931-278-1421	blackalackmiller@live.com
LORETTA A. MOORE	2272 OLD ASHLAND CIRCLE	931-645-4822	lamoorems2493@gmail.com
Sissy Fisher	610 New Providence Blvd.	931-2172-3531	Amelia.Fisher@City of Clarksville.com
LISA BAGGETT	640 New Providence Blvd	931-472-3531	lisa.baggett@city of Clarksville.com
Lester Block	200 Commerce Ave	931-245-0208	lesterblock@thelesterblock.com
Cindy Summers	410 Savannah Trace	931-358-3579	
Bill Summers	" "	" "	ward10@city of clarksville.com
Dagmar Taylor	346 14 Street	931-538-5952	taylordagmar@yahoo.com
Sheree L. Gilmer	207 A Street	931-648-0626	remilgss5@aol.com

COMMUNITY TOWN HALL MEETING @ GREENHILL CHURCH AND CHRISTIAN OUTREACH MINISTRIES

**Facilitator**

Office of Housing & Community  
Development/Councilman Marc  
Harris/Pastor Angela Jones

**Meeting Date:** January 28, 2013 @ 6:00 p.m.

Name	Address	Phone	E-Mail
Sheryl Berry	26 Mills Ave Clarksville TN 37046	931 220-4910	Ronisha Thompson@yahoo.com
Ronisha Thompson	957 Glenhurst way Clarksville TN 37046	931 624-6441	fab1333@yahoo.com
Deanna Moore	1333 Oak Hill Dr. Clarksville TN 37046	216-0225	delmajowilliams@juno.com
JoAnne Babb	108 Clay St Clarksville TN 37046	931 552-6195	
Velma Jo Williams	247 Jordan Road Clarksville TN 37046		
ST. McCurrie			
Daisy R. McCurrie	413 Jordan Rd	552-6195	MECurried@yahoo.com

COMMUNITY TOWN HALL MEETING @ GREENHILL CHURCH AND CHRISTIAN OUTREACH MINISTRIES			
Facilitator	Office of Housing & Community Development/Councilman Marc Harris/Pastor Angela Jones	Meeting Date:	January 28, 2013 @ 6:00 p.m.
Name	Address	Phone	E-Mail
Tina Wells	201 A Street		
David Moore	957 Glenhurst Way		
ANDREA WILLIAMS	1210 SNOOPY DR		
Anthony White	106 Beech St		
Warren Perry	206 Mills Drive	931-249-1976	Perrywt@yahoo.com



## 2011 Home Sales by County

	New Home Sales			Existing Home Sales			Total Home Sales		
	#	Median	Average	#	Median	Average	#	Median	Average
McMinn	6	\$115,250	\$130,306	213	\$99,900	\$120,215	219	\$100,000	\$120,492
McNairy	6	\$147,715	\$135,155	159	\$75,000	\$84,516	165	\$78,000	\$86,358
Meigs	0	\$0	\$0	26	\$120,743	\$124,240	26	\$120,743	\$124,240
Monroe	4	\$129,950	\$124,975	184	\$115,000	\$138,644	188	\$115,000	\$138,353
Montgomery	1,018	\$185,900	\$198,237	2,084	\$137,500	\$149,278	3,102	\$155,000	\$165,345
Moore	0	\$0	\$0	38	\$125,000	\$144,722	38	\$125,000	\$144,722
Morgan	3	\$79,000	\$65,259	54	\$86,700	\$99,572	57	\$85,900	\$97,766
Obion	0	\$0	\$0	145	\$75,000	\$90,849	145	\$75,000	\$90,849
Overton	3	\$114,000	\$119,783	107	\$88,000	\$97,021	110	\$89,250	\$97,642
Perry	1	\$190,000	\$190,000	25	\$64,000	\$73,285	26	\$64,500	\$77,774
Pickett	1	\$145,000	\$145,000	41	\$136,900	\$146,241	42	\$136,950	\$146,212
Polk	0	\$0	\$0	68	\$96,000	\$119,925	68	\$96,000	\$119,925
Putnam	55	\$151,500	\$164,522	503	\$125,000	\$139,257	558	\$126,375	\$141,747
Rhea	10	\$185,950	\$243,696	140	\$109,662	\$128,258	150	\$115,000	\$135,954
Roane	6	\$220,000	\$220,000	258	\$135,000	\$155,926	264	\$135,000	\$157,382
Robertson	16	\$143,373	\$146,982	211	\$145,855	\$159,155	227	\$145,000	\$158,297
Rutherford	628	\$188,000	\$199,296	1,352	\$145,900	\$167,800	1,980	\$157,000	\$177,790
Scott	3	\$80,000	\$100,000	45	\$75,000	\$96,182	48	\$77,500	\$96,421
Sequatchie	1	\$132,000	\$132,000	39	\$95,500	\$126,626	40	\$95,750	\$126,760
Sevier	57	\$153,900	\$172,925	707	\$155,000	\$175,497	764	\$155,000	\$175,305
Shelby	563	\$200,710	\$225,282	4,144	\$155,000	\$193,690	4,707	\$162,500	\$197,468
Smith	10	\$153,404	\$163,815	205	\$86,600	\$95,975	215	\$89,000	\$99,130
Stewart	3	\$130,000	\$100,167	77	\$120,000	\$135,484	80	\$120,000	\$134,160
Sullivan	79	\$185,900	\$203,900	890	\$121,000	\$144,473	969	\$125,000	\$149,318
Sumner	348	\$209,995	\$226,828	1,079	\$168,000	\$201,827	1,427	\$181,000	\$207,924
Tipton	32	\$239,000	\$232,514	316	\$127,000	\$132,729	348	\$130,000	\$141,905
Trousdale	4	\$113,331	\$122,791	27	\$110,000	\$125,149	31	\$112,900	\$124,844
Unicoi	2	\$186,000	\$186,000	93	\$118,222	\$118,476	95	\$118,222	\$119,897
Union	0	\$0	\$0	71	\$119,900	\$148,992	71	\$119,900	\$148,992
Van Buren	2	\$142,500	\$142,500	15	\$69,150	\$86,530	17	\$72,000	\$93,115

## Workforce Housing Affordability – 2011

### Housing Affordability for Home Buyers and Renters with Selected Occupations in Tennessee and Metropolitan Statistical Areas (MSAs)

As the housing opportunity index on the earlier pages showed, in 2011, buying a home became more affordable for a family earning the median income of the area compared to 2010. However, housing affordability was still a problem for single wage earners working at various occupations. Registered nurses, police officers and educators were generally able to purchase or rent a median-priced home without being cost burdened in most MSAs and in the state as a whole. Educators in Nashville and police officers and educators in Morristown could not afford to buy at the median price, but they could afford to rent. Homeownership was out of reach for many single wage earners when the average hourly wage rate for all occupations is considered. Wait staff, cashiers, and retail sales persons could not afford to buy or rent a median-priced home in any MSA.

2011					Median Hourly Wage by Occupation 2011						
Metropolitan Statistical Areas (MSAs)	Median Home Price	Wage Needed to Buy	2-BDRM Aptmnt Monthly Rent	Wage Needed to Rent	Education**	Registered Nurse	Police	Wait Person	Cashier	Retail Salesperson	All Occupations
Chattanooga	\$155,000	\$17.93	718	\$13.81	\$21.42	\$26.11	\$17.60	\$8.53	\$8.61	\$9.66	\$14.31
Clarksville	\$154,000	\$17.82	663	\$12.75	\$19.74	\$26.97	\$17.90	\$8.71	\$8.67	\$9.07	\$13.90
Cleveland	\$132,000	\$15.27	621	\$11.94	\$19.41	\$24.68	\$16.88	\$8.64	\$8.65	\$9.59	\$13.41
Jackson	\$114,000	\$13.19	700	\$13.46	\$18.93	\$23.83	\$18.41	\$8.53	\$8.70	\$9.66	\$14.02
Johnson City	\$142,000	\$16.43	589	\$11.33	\$16.64	\$26.95	\$16.78	\$8.44	\$8.68	\$9.48	\$13.39
Kingsport-Bristol	\$124,900	\$14.45	588	\$11.31	\$18.95	\$23.48	\$17.83	\$8.55	\$8.66	\$9.49	\$14.12
Knoxville	\$157,000	\$18.17	709	\$13.63	\$19.98	\$26.02	\$18.65	\$8.64	\$8.77	\$9.50	\$14.70
Memphis	\$161,150	\$18.65	758	\$14.58	\$21.22	\$29.35	\$23.92	\$8.50	\$8.76	\$10.18	\$15.07
Morristown	\$130,000	\$15.04	556	\$10.69	\$17.48	\$25.24	\$14.76	\$8.65	\$8.60	\$9.58	\$13.20
Nashville/Davidson-Murfreesboro-Franklin	\$190,000	\$21.98	823	\$15.83	\$19.52	\$28.88	\$21.55	\$8.69	\$9.01	\$10.22	\$15.63
<b>TENNESSEE*</b>	<b>\$150,925</b>	<b>\$17.46</b>	<b>700</b>	<b>\$13.46</b>	<b>\$20.16</b>	<b>\$29.16</b>	<b>\$20.00</b>	<b>\$9.00</b>	<b>\$9.13</b>	<b>\$11.62</b>	<b>\$14.56</b>

\*Tennessee represents the whole state, not the balance of the state.

\*\*\*"Education" represents education, training and library occupations.

**Source:** "Median Home Price" is THDA calculations based on data from the Property Assessment Division, Comptroller's Office, State of Tennessee, "2-bedroom Apartment Rent" is Fair Market Rent (FMR) by room size from US Department of Housing and Urban Development (HUD). "Median Hourly Wages" are from Bureau of Labor Statistics (BLS) Occupational Employment Statistics.

	can afford to buy and rent
	can afford to only rent
	cannot afford to buy or rent



Grantee Name: **Clarksville**

<b>Project Name:</b> Rehabilitation						
<b>Description:</b>	<b>IDIS Project #:</b> tbd <b>UOG Code:</b> TN470354 CLARKSVILLE					
Assistance to income-eligible homeowners to address substandard conditions.						
<b>Location:</b>	<b>Priority Need Category</b>					
City of Clarksville	<b>Select one:</b> Owner Occupied Housing ▼					
<b>Expected Completion Date:</b>	<b>Explanation:</b>					
6/30/2014	The housing goal is to increase the capacity for adequate, affordable housing for LMI persons, eliminate lead based paint hazards and rehabilitate single-family. The program provides 3% or 1% interest loans or forgivable loans to eligible homeowners.					
<b>Objective Category</b> <input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	<b>Specific Objectives</b>					
<b>Outcome Categories</b> <input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Improve the quality of owner housing ▼ 2 ▼ 3 ▼					
<b>Project-level Accomplishments</b>	10 Housing Units ▼	<b>Proposed</b>	11	10 Housing Units ▼	<b>Proposed</b>	11
	FY 2010	<b>Underway</b>		FY 2013	<b>Underway</b>	
		<b>Complete</b>			<b>Complete</b>	
	10 Housing Units ▼	<b>Proposed</b>	11	10 Housing Units ▼	<b>Proposed</b>	11
	FY 2011	<b>Underway</b>		FY 2014	<b>Underway</b>	
		<b>Complete</b>			<b>Complete</b>	
	10 Housing Units ▼	<b>Proposed</b>	11	Accompl. Type: ▼	<b>Proposed</b>	
	FY 2012	<b>Underway</b>			<b>Underway</b>	
		<b>Complete</b>			<b>Complete</b>	
<b>Proposed Outcome</b>		<b>Performance Measure</b>		<b>Actual Outcome</b>		
DH-2(1)		Low-income households served				
14A Rehab; Single-Unit Residential 570.202 ▼				Matrix Codes ▼		
Matrix Codes ▼				Matrix Codes ▼		
Matrix Codes ▼				Matrix Codes ▼		
<b>Program Year 1</b>	CDBG ▼	<b>Proposed Amt.</b>	380,423	Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>			<b>Actual Amount</b>	
	HOME ▼	<b>Proposed Amt.</b>	202,523	Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>			<b>Actual Amount</b>	
	10 Housing Units ▼	<b>Proposed Units</b>	6	Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>			<b>Actual Units</b>	
	10 Housing Units ▼	<b>Proposed Units</b>	5	Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>			<b>Actual Units</b>	

Program Year 2	CDBG	▼	Proposed Amt.	296,254		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	HOME	▼	Proposed Amt.	132,264		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	10 Housing Units	▼	Proposed Units	6		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	10 Housing Units	▼	Proposed Units	4		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	342,130		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	HOME	▼	Proposed Amt.	140,730		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	10 Housing Units	▼	Proposed Units	9		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	10 Housing Units	▼	Proposed Units	2		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	412,130		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	HOME	▼	Proposed Amt.	167,790		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units	10		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	

Grantee Name: **Clarksville**

<b>Project Name:</b>		HOME: No Place Like Home First Time Homebuyer Program							
<b>Description:</b>		<b>IDIS Project #:</b>		TBD		<b>UOG Code:</b>		TN470354 CLARKSVILLE	
Provides downpayment and closing cost assistance for low-moderate income persons purchasing homes with the city limits.									
<b>Location:</b>		<b>Priority Need Category</b>							
City of Clarksville		<b>Select one:</b>		Owner Occupied Housing ▼					
<b>Expected Completion Date:</b>		<b>Explanation:</b>							
6/30/2012		The First Time Home Buyer Program program provides qualified homebuyers with up to \$5000 in down payment assistance and also provides assistance with closing cost in an amount up to five percent of the purchase price and pre-pays up to 1.5% of the purchase price.							
Objective Category		<b>Specific Objectives</b>							
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		1		Improve access to affordable owner housing ▼					
Outcome Categories		2		▼					
<input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		3		▼					
<b>Project-level Accomplishments</b>	04 Households ▼	<b>Proposed</b>	25		04 Households ▼	<b>Proposed</b>	25		
		<b>Underway</b>				<b>Underway</b>			
	FY 2010	<b>Complete</b>			FY 2013	<b>Complete</b>			
	04 Households ▼	<b>Proposed</b>	1		04 Households ▼	<b>Proposed</b>	25		
		<b>Underway</b>				<b>Underway</b>			
	FY 2011	<b>Complete</b>	5		FY 2014	<b>Complete</b>			
	04 Households ▼	<b>Proposed</b>	10		Accompl. Type: ▼	<b>Proposed</b>			
		<b>Underway</b>				<b>Underway</b>			
	FY 2012	<b>Complete</b>				<b>Complete</b>			
	<b>Proposed Outcome</b>		<b>Performance Measure</b>			<b>Actual Outcome</b>			
	DH-2(2)		First-time homebuyer households receiving assistance.						
	13 Direct Homeownership Assistance 570.201(n) ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼					
Matrix Codes ▼				Matrix Codes ▼					
<b>Program Year 1</b>	HOME ▼	<b>Proposed Amt.</b>	150,000		Fund Source: ▼	<b>Proposed Amt.</b>			
		<b>Actual Amount</b>				<b>Actual Amount</b>			
	Fund Source: ▼	<b>Proposed Amt.</b>			Fund Source: ▼	<b>Proposed Amt.</b>			
		<b>Actual Amount</b>				<b>Actual Amount</b>			
	04 Households ▼	<b>Proposed Units</b>	25		Accompl. Type: ▼	<b>Proposed Units</b>			
		<b>Actual Units</b>				<b>Actual Units</b>			
	Accompl. Type: ▼	<b>Proposed Units</b>			Accompl. Type: ▼	<b>Proposed Units</b>			
		<b>Actual Units</b>				<b>Actual Units</b>			

Program Year 2	HOME	▼	Proposed Amt.	55,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	HOME	▼	Proposed Amt.	75,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	10		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	HOME	▼	Proposed Amt.	20,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units	4				Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	



Grantee Name: **Clarksville, TN**

<b>Project Name:</b> Administration						
<b>Description:</b>	<b>IDIS Project #:</b> tbd <b>UOG Code:</b> TN470354 CLARKSVILLE					
CDBG & HOME administration costs.						
<b>Location:</b> 1 Public Square Clarksville, TN 37040	<b>Priority Need Category</b> <b>Select one:</b> Planning/Administration ▼					
<b>Expected Completion Date:</b> 6/30/2012	<b>Explanation:</b> Salaries, benefits, office supplies, training, travel, telephone, membership dues and other miscellaneous expenses required for the general conduct of business.					
<b>Objective Category</b> <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	<b>Specific Objectives</b>					
<b>Outcome Categories</b> <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 ▼ 2 ▼ 3 ▼					
<b>Project-level Accomplishments</b>	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed	
		Underway			Underway	
		Complete			Complete	
	<b>Proposed Outcome</b>		<b>Performance Measure</b>		<b>Actual Outcome</b>	
	21A General Program Administration 570.206 ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				
<b>Program Year 1</b>	CDBG ▼	<b>Proposed Amt.</b>	160,495	Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>			<b>Actual Amount</b>	
	HOME ▼	<b>Proposed Amt.</b>	47,003	Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>			<b>Actual Amount</b>	
	Accompl. Type: ▼	<b>Proposed Units</b>		Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>			<b>Actual Units</b>	
	Accompl. Type: ▼	<b>Proposed Units</b>		Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>			<b>Actual Units</b>	

Program Year 2	CDBG	▼	Proposed Amt.	131,539	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	HOME	▼	Proposed Amt.	41,363	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	140,032	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	HOME	▼	Proposed Amt.	32,098	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	Fund Source:	▼	Proposed Amt.	140,032	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.	30,538	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	

Grantee Name: **Clarksville, TN**

<b>Project Name:</b> Planning							
<b>Description:</b>	<b>IDIS Project #:</b> tbd <b>UOG Code:</b> TN470354 CLARKSVILLE						
Planning activities associated with the management and monitoring of HUD funded projects and programs.							
<b>Location:</b> 1 Public Square Clarksville, TN 37040	<b>Priority Need Category</b> <b>Select one:</b> Planning/Administration ▼						
<b>Expected Completion Date:</b> 6/30/2012	<b>Explanation:</b> Activities consisting of community and neighborhood planning and strategies to address needs and problems outlined in the consolidated plan.						
<b>Objective Category</b> <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	<b>Specific Objectives</b>						
<b>Outcome Categories</b> <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 ▼ 2 ▼ 3 ▼						
<b>Project-level Accomplishments</b>	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed		
		Underway			Underway		
		Complete			Complete		
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed		
		Underway			Underway		
		Complete			Complete		
	Accompl. Type: ▼	Proposed		Accompl. Type: ▼	Proposed		
		Underway			Underway		
		Complete			Complete		
<b>Proposed Outcome</b>		<b>Performance Measure</b>		<b>Actual Outcome</b>			
20 Planning 570.205 ▼		Matrix Codes ▼					
Matrix Codes ▼		Matrix Codes ▼					
Matrix Codes ▼		Matrix Codes ▼					
<b>Program Year 1</b>	CDBG ▼	<b>Proposed Amt.</b>	10,000		Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>	10,000			<b>Actual Amount</b>	
	Fund Source: ▼	<b>Proposed Amt.</b>			Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>				<b>Actual Amount</b>	
	Accompl. Type: ▼	<b>Proposed Units</b>			Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>				<b>Actual Units</b>	
	Accompl. Type: ▼	<b>Proposed Units</b>			Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>				<b>Actual Units</b>	

Program Year 2	CDBG	▼	Proposed Amt.	10,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount	10,000				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	10,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	10,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	

CPMP

Program Year 2	CDBG	▼	Proposed Amt.	5,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount	5,000				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	5,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	Fund Source:	▼	Proposed Amt.	5,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	



<b>Project Name:</b>		Grace Assistance Program					
<b>Description:</b>		<b>IDIS Project #:</b>		<b>UOG Code:</b>		TN470354 CLARKSVILLE	
United Methodist Urban Ministries - Grace Assistance Program							
<b>Location:</b>		<b>Priority Need Category</b>					
City of Clarksville		<b>Select one:</b>		Public Services ▼			
<b>Expected Completion Date:</b>		<b>Explanation:</b>					
6/30/2012		The program provides emergency financial assistance with electric or gas and water bills to low to moderate income residents of the City of Clarksville					
<b>Objective Category</b> <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		<b>Specific Objectives</b>					
<b>Outcome Categories</b> <input type="checkbox"/> Availability/Accessibility <input checked="" type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1	Improve the services for low/mod income persons ▼				
		2	▼				
		3	▼				
<b>Project-level Accomplishments</b>	04 Households ▼	<b>Proposed</b>	145		04 Households ▼	<b>Proposed</b>	145
		<b>Underway</b>				<b>Underway</b>	
	FY 2010	<b>Complete</b>			FY 2013	<b>Complete</b>	
	04 Households ▼	<b>Proposed</b>	145		04 Households ▼	<b>Proposed</b>	145
		<b>Underway</b>				<b>Underway</b>	
	FY 2011	<b>Complete</b>			FY 2014	<b>Complete</b>	
	04 Households ▼	<b>Proposed</b>	145		Accompl. Type: ▼	<b>Proposed</b>	
		<b>Underway</b>				<b>Underway</b>	
	FY 2012	<b>Complete</b>				<b>Complete</b>	
	<b>Proposed Outcome</b>		<b>Performance Measure</b>		<b>Actual Outcome</b>		
	SL-2(1)		Number of participants				
	05 Public Services (General) 570.201(e) ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼					
Matrix Codes ▼		Matrix Codes ▼					
<b>Program Year 1</b>	CDBG ▼	<b>Proposed Amt.</b>	20,000		Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>	20,000			<b>Actual Amount</b>	
	Fund Source: ▼	<b>Proposed Amt.</b>			Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>				<b>Actual Amount</b>	
	04 Households ▼	<b>Proposed Units</b>	145		Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>	463			<b>Actual Units</b>	
	Accompl. Type: ▼	<b>Proposed Units</b>			Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>				<b>Actual Units</b>	

Program Year 2	CDBG	▼	Proposed Amt.	22,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount	22,000				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	165		Accompl. Type:	▼	Proposed Units	
			Actual Units	449				Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	10,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	70		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	22,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	161		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	

Grantee Name: **Clarksville, TN**

<b>Project Name:</b>		Safe House Domestic Violence Shelter							
<b>Description:</b>		<b>IDIS Project #:</b>		tbd		<b>UOG Code:</b>		TN470354 CLARKSVILLE	
United Methodist Urban Ministries - Safe House Domestic Violence Shelter									
<b>Location:</b>		<b>Priority Need Category</b>							
Suppressed		<b>Select one:</b>		Public Services ▼					
<b>Expected Completion Date:</b>		<b>Explanation:</b>							
6/30/2012		The objective of this program is to provide a safe, violence free living environment for homeless women and children who have been abused or battered. Other services to assist the families to obtain mainstream resources and other assistance is provided by case managers.							
<b>Objective Category</b> <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity		<b>Specific Objectives</b>							
<b>Outcome Categories</b> <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1	Increase range of housing options & related services for persons w/ special needs ▼						
		2	▼						
		3	▼						
<b>Project-level Accomplishments</b>	01 People ▼	<b>Proposed</b>	20		01 People ▼	<b>Proposed</b>	20		
		<b>Underway</b>				<b>Underway</b>			
	FY 2010	<b>Complete</b>			FY 2013	<b>Complete</b>			
	01 People ▼	<b>Proposed</b>	20		01 People ▼	<b>Proposed</b>	20		
		<b>Underway</b>				<b>Underway</b>			
	FY 2011	<b>Complete</b>			FY 2014	<b>Complete</b>			
	01 People ▼	<b>Proposed</b>	20		Accompl. Type: ▼	<b>Proposed</b>			
		<b>Underway</b>				<b>Underway</b>			
	FY 2012	<b>Complete</b>				<b>Complete</b>			
	<b>Proposed Outcome</b>		<b>Performance Measure</b>			<b>Actual Outcome</b>			
	SL-1 (2)		Number of people assisted						
	05G Battered and Abused Spouses 570.201(e) ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼					
Matrix Codes ▼				Matrix Codes ▼					
<b>Program Year 1</b>	CDBG ▼	<b>Proposed Amt.</b>	23,000		Fund Source: ▼	<b>Proposed Amt.</b>			
		<b>Actual Amount</b>	19,690			<b>Actual Amount</b>			
	Fund Source: ▼	<b>Proposed Amt.</b>			Fund Source: ▼	<b>Proposed Amt.</b>			
		<b>Actual Amount</b>				<b>Actual Amount</b>			
	01 People ▼	<b>Proposed Units</b>	200		Accompl. Type: ▼	<b>Proposed Units</b>			
		<b>Actual Units</b>	326			<b>Actual Units</b>			
	Accompl. Type: ▼	<b>Proposed Units</b>			Accompl. Type: ▼	<b>Proposed Units</b>			
		<b>Actual Units</b>				<b>Actual Units</b>			

Program Year 2	CDBG	▼	Proposed Amt.	23,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount	23,000				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	01 People	▼	Proposed Units	175		Accompl. Type:	▼	Proposed Units	
			Actual Units	318				Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	23,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	01 People	▼	Proposed Units	175		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	25,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	01 People	▼	Proposed Units	250		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	

Grantee Name: **Clarksville, TN**

<b>Project Name:</b>		Preventing Homelessness with Education & Assistance Program (PHEAP)							
<b>Description:</b>		<b>IDIS Project #:</b>		tbd		<b>UOG Code:</b>		TN470354 CLARKSVILLE	
Radical Missions - First Church of the Nazarene									
<b>Location:</b>		<b>Priority Need Category</b>							
City of Clarksville		<b>Select one:</b>		Public Services ▼					
<b>Expected Completion Date:</b>		<b>Explanation:</b>							
6/30/2012		The program provides financial education and financial assistance to meet the immediate need of preventing eviction or foreclosure as well as money management education.							
<b>Objective Category</b> <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input checked="" type="radio"/> Economic Opportunity		<b>Specific Objectives</b>							
<b>Outcome Categories</b> <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1	Improve economic opportunities for low-income persons ▼						
		2	▼						
		3	▼						
<b>Project-level Accomplishments</b>	04 Households ▼	<b>Proposed</b>	40		04 Households ▼	<b>Proposed</b>	40		
		<b>Underway</b>				<b>Underway</b>			
	FY 2010	<b>Complete</b>			FY 2013	<b>Complete</b>			
	04 Households ▼	<b>Proposed</b>	40		04 Households ▼	<b>Proposed</b>	40		
		<b>Underway</b>				<b>Underway</b>			
	FY 2011	<b>Complete</b>			FY 2014	<b>Complete</b>			
	04 Households ▼	<b>Proposed</b>	40		Accompl. Type: ▼	<b>Proposed</b>			
		<b>Underway</b>				<b>Underway</b>			
	FY 2012	<b>Complete</b>				<b>Complete</b>			
	<b>Proposed Outcome</b>		<b>Performance Measure</b>		<b>Actual Outcome</b>				
	EO-1 (2)		Number of households assisted						
	05 Public Services (General) 570.201(e) ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼					
Matrix Codes ▼				Matrix Codes ▼					
<b>Program Year 1</b>	CDBG ▼	<b>Proposed Amt.</b>	28,600		Fund Source: ▼	<b>Proposed Amt.</b>			
		<b>Actual Amount</b>	28,600			<b>Actual Amount</b>			
	Fund Source: ▼	<b>Proposed Amt.</b>			Fund Source: ▼	<b>Proposed Amt.</b>			
		<b>Actual Amount</b>				<b>Actual Amount</b>			
	04 Households ▼	<b>Proposed Units</b>	40		Accompl. Type: ▼	<b>Proposed Units</b>			
		<b>Actual Units</b>	45			<b>Actual Units</b>			
	Accompl. Type: ▼	<b>Proposed Units</b>			Accompl. Type: ▼	<b>Proposed Units</b>			
		<b>Actual Units</b>				<b>Actual Units</b>			

Program Year 2	CDBG	▼	Proposed Amt.	18,627		Fund Source:	▼	Proposed Amt.	
			Actual Amount	31,463				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	44		Accompl. Type:	▼	Proposed Units	
			Actual Units	53				Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	12,500		Fund Source:	▼	Proposed Amt.	
			Actual Amount	12,500				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	20		Accompl. Type:	▼	Proposed Units	
			Actual Units	17				Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	20,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	04 Households	▼	Proposed Units	20		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	



Grantee Name: **Clarksville, TN**

<b>Project Name:</b>		Program Income - CDBG/HOME								
<b>Description:</b>		<b>IDIS Project #:</b>		TBD		<b>UOG Code:</b>		TN470354 CLARKSVILLE		
Income is generated through repayments made by LMI consumers. The program income generated is used for projects before new grant funds are drawn from the Federal Treasury.										
<b>Location:</b>				<b>Priority Need Category</b>						
City-wide				<b>Select one:</b>		Other <span>▼</span>				
<b>Expected Completion Date:</b>				<b>Explanation:</b>						
6/30/2011				Program income is used for owner-occupied housing rehabilitation program delivery and administration costs.						
<b>Objective Category</b> <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity				<b>Specific Objectives</b>						
<b>Outcome Categories</b> <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability				1		<span>▼</span>				
				2		<span>▼</span>				
				3		<span>▼</span>				
<b>Project-level Accomplishments</b>	Accompl. Type: <span>▼</span>		<b>Proposed</b>				Accompl. Type: <span>▼</span>		<b>Proposed</b>	
			<b>Underway</b>						<b>Underway</b>	
			<b>Complete</b>						<b>Complete</b>	
	Accompl. Type: <span>▼</span>		<b>Proposed</b>				Accompl. Type: <span>▼</span>		<b>Proposed</b>	
			<b>Underway</b>						<b>Underway</b>	
			<b>Complete</b>						<b>Complete</b>	
	Accompl. Type: <span>▼</span>		<b>Proposed</b>				Accompl. Type: <span>▼</span>		<b>Proposed</b>	
			<b>Underway</b>						<b>Underway</b>	
			<b>Complete</b>						<b>Complete</b>	
	Accompl. Type: <span>▼</span>		<b>Proposed</b>				Accompl. Type: <span>▼</span>		<b>Proposed</b>	
			<b>Underway</b>						<b>Underway</b>	
			<b>Complete</b>						<b>Complete</b>	
<b>Proposed Outcome</b>			<b>Performance Measure</b>			<b>Actual Outcome</b>				
14A Rehab; Single-Unit Residential 570.202 <span>▼</span>						Matrix Codes <span>▼</span>				
21A General Program Administration 570.206 <span>▼</span>						Matrix Codes <span>▼</span>				
Matrix Codes <span>▼</span>						Matrix Codes <span>▼</span>				
<b>Program Year 1</b>	CDBG <span>▼</span>		<b>Proposed Amt.</b>		125,000		Fund Source: <span>▼</span>		<b>Proposed Amt.</b>	
			<b>Actual Amount</b>		103,365				<b>Actual Amount</b>	
	HOME <span>▼</span>		<b>Proposed Amt.</b>		75,000		Fund Source: <span>▼</span>		<b>Proposed Amt.</b>	
			<b>Actual Amount</b>		110,922				<b>Actual Amount</b>	
	Accompl. Type: <span>▼</span>		<b>Proposed Units</b>				Accompl. Type: <span>▼</span>		<b>Proposed Units</b>	
			<b>Actual Units</b>						<b>Actual Units</b>	
	Accompl. Type: <span>▼</span>		<b>Proposed Units</b>				Accompl. Type: <span>▼</span>		<b>Proposed Units</b>	
			<b>Actual Units</b>						<b>Actual Units</b>	

Program Year 2	CDBG	▼	Proposed Amt.	125,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount	118,146			▼	Actual Amount	
	HOME	▼	Proposed Amt.	75,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount	48,676			▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	125,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount				▼	Actual Amount	
	HOME	▼	Proposed Amt.	75,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount				▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	75,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount				▼	Actual Amount	
	HOME	▼	Proposed Amt.	35,500		Fund Source:	▼	Proposed Amt.	
			Actual Amount				▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount				▼	Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount				▼	Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units				▼	Actual Units	

<b>Project Name:</b>		Community Housing Development Organization Set-Aside (CHDO)									
<b>Description:</b>		<b>IDIS Project #:</b>				<b>UOG Code:</b>		TN470354 CLARKSVILLE			
U.S. Department of Housing and Urban Development requires that a least 15 percent of allocated HOME funds be set aside for specific housing activities undertaken by Non-Profit Community Housing Development Organization.											
<b>Location:</b>		<b>Priority Need Category</b>									
City of Clarksville		<b>Select one:</b>		Rental Housing ▼							
				<b>Explanation:</b>							
<b>Expected Completion Date:</b>											
6/30/2011											
Objective Category											
<input checked="" type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity											
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordablilty <input type="checkbox"/> Sustainability		<b>Specific Objectives</b>									
		1	Increase the supply of affordable rental housing								▼
		2									▼
		3									▼
<b>Project-level Accomplishments</b>	10 Housing Units ▼	<b>Proposed</b>	2		10 Housing Units ▼	<b>Proposed</b>	1				
	FY 2010	<b>Underway</b>			FY 2013	<b>Underway</b>					
		<b>Complete</b>				<b>Complete</b>					
	10 Housing Units ▼	<b>Proposed</b>	1		10 Housing Units ▼	<b>Proposed</b>	1				
	FY 2011	<b>Underway</b>			FY 2014	<b>Underway</b>					
		<b>Complete</b>				<b>Complete</b>					
	10 Housing Units ▼	<b>Proposed</b>	1		Accompl. Type: ▼	<b>Proposed</b>					
	FY 2012	<b>Underway</b>			Accompl. Type: ▼	<b>Underway</b>					
		<b>Complete</b>				<b>Complete</b>					
	<b>Proposed Outcome</b>		<b>Performance Measure</b>				<b>Actual Outcome</b>				
	DH-1 (2)		Housing units created or rehabilitated								
	12 Construction of Housing 570.201(m) ▼			Matrix Codes ▼							
Matrix Codes ▼			Matrix Codes ▼								
Matrix Codes ▼			Matrix Codes ▼								
<b>Program Year 1</b>	HOME ▼	<b>Proposed Amt.</b>	70,505		Fund Source: ▼	<b>Proposed Amt.</b>					
		<b>Actual Amount</b>	70,505			<b>Actual Amount</b>					
	Fund Source: ▼	<b>Proposed Amt.</b>			Fund Source: ▼	<b>Proposed Amt.</b>					
		<b>Actual Amount</b>				<b>Actual Amount</b>					
	10 Housing Units ▼	<b>Proposed Units</b>	2		Accompl. Type: ▼	<b>Proposed Units</b>					
		<b>Actual Units</b>	1			<b>Actual Units</b>					
	Accompl. Type: ▼	<b>Proposed Units</b>			Accompl. Type: ▼	<b>Proposed Units</b>					
		<b>Actual Units</b>				<b>Actual Units</b>					

Program Year 2	HOME	▼	Proposed Amt.	70,000		Fund Source:	▼	Proposed Amt.	
			Actual Amount	52,412				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	10 Housing Units	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 3	HOME	▼	Proposed Amt.	48,147		Fund Source:	▼	Proposed Amt.	
			Actual Amount	36,103				Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	10 Housing Units	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 4	HOME	▼	Proposed Amt.	87,053		Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	10 Housing Units	▼	Proposed Units	1		Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Fund Source:	▼	Proposed Amt.			Fund Source:	▼	Proposed Amt.	
			Actual Amount					Actual Amount	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	
	Accompl. Type:	▼	Proposed Units			Accompl. Type:	▼	Proposed Units	
			Actual Units					Actual Units	

Grantee Name: **Clarksville, TN**

<b>Project Name:</b>		Manna Café Ministries						
<b>Description:</b>		<b>IDIS Project #:</b>		<b>UOG Code:</b>		TN470354 CLARKSVILLE		
Manna Café Ministries - Food box distribution and Warehouse staff								
<b>Location:</b>		<b>Priority Need Category</b>						
City of Clarksville		<b>Select one:</b>		Public Services ▼				
<b>Expected Completion Date:</b>		<b>Explanation:</b>						
6/30/2012		The objective of this program is to provide food boxes to low income individuals and families. Funds will also be used to hire a warehouse manager who will assist with managing and transporting food.						
Objective Category <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input checked="" type="radio"/> Economic Opportunity		<b>Specific Objectives</b>						
Outcome Categories <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1		Improve the services for low/mod income persons		▼		
		2				▼		
		3				▼		
<b>Project-level Accomplishments</b>	Accompl. Type: ▼	<b>Proposed</b>				Accompl. Type: ▼	<b>Proposed</b>	10,000
		<b>Underway</b>					<b>Underway</b>	
		<b>Complete</b>					<b>Complete</b>	
					FY 2013			
	Other ▼	<b>Proposed</b>		5,200		Accompl. Type: ▼	<b>Proposed</b>	
		<b>Underway</b>					<b>Underway</b>	
		<b>Complete</b>					<b>Complete</b>	
	FY 2011							
	Accompl. Type: ▼	<b>Proposed</b>		5,000		Accompl. Type: ▼	<b>Proposed</b>	
		<b>Underway</b>					<b>Underway</b>	
		<b>Complete</b>					<b>Complete</b>	
	FY 2012							
<b>Proposed Outcome</b>		<b>Performance Measure</b>			<b>Actual Outcome</b>			
O-1(1)		Number of food boxes served						
05 Public Services (General) 570.201(e) ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼				
<b>Program Year 1</b>	Fund Source: ▼	<b>Proposed Amt.</b>				Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>					<b>Actual Amount</b>	
	Fund Source: ▼	<b>Proposed Amt.</b>				Fund Source: ▼	<b>Proposed Amt.</b>	
		<b>Actual Amount</b>					<b>Actual Amount</b>	
	Accompl. Type: ▼	<b>Proposed Units</b>				Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>					<b>Actual Units</b>	
	Accompl. Type: ▼	<b>Proposed Units</b>				Accompl. Type: ▼	<b>Proposed Units</b>	
		<b>Actual Units</b>					<b>Actual Units</b>	

Program Year 2	CDBG	▼	Proposed Amt.	5,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount	11,138			Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Other	▼	Proposed Units	5,200	Accompl. Type:	▼	Proposed Units	
			Actual Units	7,027			Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 3	CDBG	▼	Proposed Amt.	12,500	Fund Source:	▼	Proposed Amt.	
			Actual Amount	12,500			Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Other	▼	Proposed Units	5,000	Accompl. Type:	▼	Proposed Units	
			Actual Units	2,395			Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 4	CDBG	▼	Proposed Amt.	22,000	Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Other	▼	Proposed Units	10,000	Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
Program Year 5	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Fund Source:	▼	Proposed Amt.		Fund Source:	▼	Proposed Amt.	
			Actual Amount				Actual Amount	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	
	Accompl. Type:	▼	Proposed Units		Accompl. Type:	▼	Proposed Units	
			Actual Units				Actual Units	



Grantee Name: **Clarksville, TN**

<b>Project Name:</b> Flourishing Families						
<b>Description:</b>	<b>IDIS Project #:</b> <b>UOG Code:</b> TN470354 CLARKSVILLE					
Flourishing Families - Second Chance Program						
<b>Location:</b>	<b>Priority Need Category</b>					
City of Clarksville	<b>Select one:</b> Public Services ▼					
<b>Explanation:</b>						
<b>Expected Completion Date:</b>	The Second Chance Program will use CDBG funds to assist homeless and low income families with job placement, food, bus passes and shelter.					
(mm/dd/yyyy)						
<b>Objective Category</b> <input type="radio"/> Decent Housing <input type="radio"/> Suitable Living Environment <input checked="" type="radio"/> Economic Opportunity	<b>Specific Objectives</b>					
<b>Outcome Categories</b> <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input checked="" type="checkbox"/> Sustainability	1 Improve economic opportunities for low-income persons ▼					
	2 ▼					
	3 ▼					
<b>Project-level Accomplishments</b>	Accompl. Type: ▼ Proposed Underway Complete	04 Households ▼ FY 2013	Proposed 10 Underway Complete			
	Accompl. Type: ▼ Proposed Underway Complete	Accompl. Type: ▼	Proposed Underway Complete			
	04 Households ▼ FY 2012	Proposed 20 Underway 8 Complete	Accompl. Type: ▼ Proposed Underway Complete			
<b>Proposed Outcome</b>		<b>Performance Measure</b>	<b>Actual Outcome</b>			
EO-1 (3)		Number of participants				
05 Public Services (General) 570.201(e) ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				
<b>Program Year 1</b>	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

Program Year 2	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	CDBG ▼	Proposed Amt.	5,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households ▼	Proposed Units	20	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG ▼	Proposed Amt.	4,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	04 Households ▼	Proposed Units	10	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

<b>Project Name:</b> Safe Harbor of Clarksville								
<b>Description:</b>	<b>IDIS Project #:</b> TBD <b>UOG Code:</b> TN470354 CLARKSVILLE							
Lighthouse Mission Ministries - Safe Harbor of Clarksville								
<b>Location:</b>	<b>Priority Need Category</b>							
City of Clarksville	<b>Select one:</b> Public Services ▼							
<b>Expected Completion Date:</b>	<b>Explanation:</b>							
6/30/2014	Will provided food, clothing, and shelter as well as basic life-skills classes.							
<b>Objective Category</b> <input type="radio"/> Decent Housing <input checked="" type="radio"/> Suitable Living Environment <input type="radio"/> Economic Opportunity	<b>Specific Objectives</b>							
<b>Outcome Categories</b> <input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability	1 Increase the number of homeless persons moving into permanent housing ▼ 2 ▼ 3 ▼							
<b>Project-level Accomplishments</b>	Accompl. Type: ▼	Proposed			01 People	▼	Proposed	108
		Underway					Underway	
		Complete			FY 2013		Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼		Proposed	
		Underway					Underway	
		Complete					Complete	
	Accompl. Type: ▼	Proposed			Accompl. Type: ▼		Proposed	
		Underway					Underway	
		Complete					Complete	
<b>Proposed Outcome</b>		<b>Performance Measure</b>		<b>Actual Outcome</b>				
SL-1 (1)		Number of Participants						
05 Public Services (General) 570.201(e) ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼				
Matrix Codes ▼				Matrix Codes ▼				
<b>Program Year 1</b>	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.		
		Actual Amount				Actual Amount		
	Fund Source: ▼	Proposed Amt.			Fund Source: ▼	Proposed Amt.		
		Actual Amount				Actual Amount		
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units		
		Actual Units				Actual Units		
	Accompl. Type: ▼	Proposed Units			Accompl. Type: ▼	Proposed Units		
		Actual Units				Actual Units		

Program Year 2	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG ▼	Proposed Amt.	5,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	01 People ▼	Proposed Units	108	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

CPMP

Program Year 2	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG ▼	Proposed Amt.	35,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	10 Housing Units ▼	Proposed Units	4	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	



Grantee Name: **Clarksville, TN**

<b>Project Name:</b>		Neighborhood Public Facilities										
<b>Description:</b>		<b>IDIS Project #:</b>		TBD		<b>UOG Code:</b>		TN470354 CLARKSVILLE				
Improvements or installation of public facilities with the limits of the City of Clarksville.												
<b>Location:</b>		<b>Priority Need Category</b>										
City of Clarksville		<b>Select one:</b>		Public Facilities ▼								
<b>Expected Completion Date:</b>		<b>Explanation:</b>										
6/30/2014		Funds will be used for the acquisition, construction, reconstruction, or installation of public facilities and improvements including recreational facilities for youth. Funds will also be allocated for the repair of the roof on the Lighthouse Ministries shelter.										
<b>Objective Category</b>		<b>Specific Objectives</b>										
Outcome Categories <input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability		1		Improve quality / increase quantity of neighborhood facilities for low-income persons ▼								
		2		▼								
		3		▼								
<b>Project-level Accomplishments</b>	Accompl. Type: ▼		<b>Proposed</b>				11 Public Facilities ▼		<b>Proposed</b>		2	
			<b>Underway</b>				FY 2013		<b>Underway</b>			
			<b>Complete</b>						<b>Complete</b>			
	Accompl. Type: ▼		<b>Proposed</b>				Accompl. Type: ▼		<b>Proposed</b>			
			<b>Underway</b>						<b>Underway</b>			
			<b>Complete</b>						<b>Complete</b>			
	Accompl. Type: ▼		<b>Proposed</b>				Accompl. Type: ▼		<b>Proposed</b>			
			<b>Underway</b>						<b>Underway</b>			
			<b>Complete</b>						<b>Complete</b>			
	<b>Proposed Outcome</b>		<b>Performance Measure</b>				<b>Actual Outcome</b>					
	Matrix Codes ▼		Matrix Codes ▼				Matrix Codes ▼		Matrix Codes ▼			
Matrix Codes ▼		Matrix Codes ▼				Matrix Codes ▼		Matrix Codes ▼				
Matrix Codes ▼		Matrix Codes ▼				Matrix Codes ▼		Matrix Codes ▼				
<b>Program Year 1</b>	Fund Source: ▼		<b>Proposed Amt.</b>				Fund Source: ▼		<b>Proposed Amt.</b>			
			<b>Actual Amount</b>						<b>Actual Amount</b>			
	Fund Source: ▼		<b>Proposed Amt.</b>				Fund Source: ▼		<b>Proposed Amt.</b>			
			<b>Actual Amount</b>						<b>Actual Amount</b>			
	Accompl. Type: ▼		<b>Proposed Units</b>				Accompl. Type: ▼		<b>Proposed Units</b>			
			<b>Actual Units</b>						<b>Actual Units</b>			
	Accompl. Type: ▼		<b>Proposed Units</b>				Accompl. Type: ▼		<b>Proposed Units</b>			
			<b>Actual Units</b>						<b>Actual Units</b>			

Program Year 2	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 3	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 4	CDBG ▼	Proposed Amt.	75,000	Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	11 Public Facilities ▼	Proposed Units	2	Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
Program Year 5	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Fund Source: ▼	Proposed Amt.		Fund Source: ▼	Proposed Amt.	
		Actual Amount			Actual Amount	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	
	Accompl. Type: ▼	Proposed Units		Accompl. Type: ▼	Proposed Units	
		Actual Units			Actual Units	

RESOLUTION 43-2012-13

A RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT WITH MONTGOMERY COUNTY VOLUNTEER FIRE SERVICE

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

That the Clarksville City Council hereby authorizes a Mutual Aid Agreement between Clarksville Fire & Rescue and the Montgomery County Volunteer Fire Service.

*ADOPTED:*

## **MUTUAL AID INTERLOCAL CONTRACT BETWEEN CLARKSVILLE FIRE RESCUE AND MONTGOMERY COUNTY VOLUNTEER FIRE SERVICE**

THIS CONTRACT entered this \_\_\_\_ day of \_\_\_\_\_, by and among the Clarksville Fire Rescue and Montgomery County Volunteer Fire Service.

### **WITNESSETH:**

WHEREAS, section 12-9-108, Tennessee Code Annotated, authorizes public agencies in this state to enter into interlocal contracts: and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by this law; and

WHEREAS, the purpose of this contract is to provide each of the parties through their mutual cooperation, a predetermined plan by which each might render aid to the other in case of emergency which demands apparatus, equipment and personnel services to a degree beyond the existing capabilities of either party; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into a contract for mutual assistance in emergencies to provide reserves needed to assure each party of adequate protection;

NOW, THEREFORE, in consideration of the mutual covenants contained, herein, the parties hereby agree as follows:

1. The parties will respond to calls for mutual aid assistance only upon request for such assistance made by the senior fire officer or Chief's designee on duty of the fire department of the respective agency. All requests for emergency mutual aid assistance shall be made only to the fire chief or his designee.
2. Upon request for aid received as provided for in paragraph (1), the senior fire officer or the Chief's designee of the responding party will authorize the requested resources if available.
  - (A) Each party's response will be determined by the severity of the emergency in the requesting party's jurisdiction as determined by the senior fire officer or the Chief's designee of the responding party after discussion with the senior fire officer or Chief's designee of the requesting party.
  - (B) If there is also an emergency in the jurisdiction of the responding party at the time a request is made, or one occurs in the course of responding to a request under this contract, and the senior fire officer or Chief's designee of the responding may choose to use all equipment and personnel in his own jurisdiction. In such case, the senior fire officer or Chief's designee of the responding party shall inform the senior fire officer or Chiefs designee of the requesting party of his decision.
3. It shall be the responsibility of the responding party to see that all personnel responding to the request for assistance are responsible persons, and the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
4. When fire personnel are sent to another jurisdiction pursuant to this contract, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the Worker's Compensation Laws, which they have in the sending fire department, shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire

personnel of the requesting fire department and shall be extended to any geographic area necessary as a result of the request when said personnel are acting within the scope within of the authority conferred by this contract.

5. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties in responding under the terms of this contract.
6. The party responding shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and/or responsibility for damage caused by its own apparatus and/or negligence of its personnel while enroute to or returning from a specific location.
7. The party responding under the terms of this contract shall assume no responsibility or liability for property damaged at the scene of an emergency; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property exists or the incident occurs.
8. No compensation will be paid by the parties under this contract for mutual aid emergency assistance rendered.
9. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage, or personal injury occurring in consequence of mutual aid emergency assistance rendered under this contract, and all such rights or claims are hereby expressly waived.
10. The chief fire officer or Chiefs designee in whose jurisdiction the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief fire officer or Chief's designee in command of the responding party.
11. This contract shall continue from year to year from date of execution, unless notice of termination is given by either of the parties hereto at least sixty days in advance. No further obligations or liabilities shall be imposed after such termination.
12. This contract shall be valid only when it is executed by the City and County Mayors of the respective political jurisdictions pursuant to the ordinance/resolution of each jurisdiction authorizing the City and County Mayors to execute it.

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

**City of Clarksville**

**Montgomery County Volunteer Fire Service**

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
County Mayor

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire Chief

Adopted \_\_\_\_\_  
Date

Adopted \_\_\_\_\_  
Date