



**CLARKSVILLE CITY COUNCIL
EXECUTIVE SESSION
APRIL 28, 2016, 4:30 P.M.**

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

AGENDA

1) PLANNING COMMISSION PUBLIC HEARING

1. **ORDINANCE 84-2015-16** (First Reading; Postponed April 7th) Amending the Zoning Ordinance and map of the City of Clarksville, application of Gordon Seay for zone change on property at the intersection of Tylertown Road and Samantha Lane from R-2 Single Family Residential District and R-5 Residential District to R-4 Multiple Family Residential District (*RPC: Disapproval/Disapproval*) [*Request to Withdraw attached*]
2. **ORDINANCE 87-2015-16** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Pamela S. May, Wayne Wilkinson-Agent, for zone change on property located at the intersection of Union Hall Road and Timberwood Drive from R-1 Single Family Residential District to C-5 Highway & Arterial Commercial District (*RPC: Disapproval/Disapproval*)
3. **ORDINANCE 88-2015-16** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Wanda Morrison, Mark Holleman-Agent, for zone change on property north of Dover Road, east of Paula Drive, and west of Aurelia Lynn Drive from R-1 Single Family Residential District to C-2 General Commercial District (*RPC: Approval/Approval*)
4. **ORDINANCE 89-2015-16** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Ronnie Goad for zone change on property South of Bellshire Court and north of Wilson Road from R-4 Multiple Family Residential District to R-2D Two Family Residential District and R-2A Single Family Residential District (*RPC: Approval/Approval*)
5. **ORDINANCE 90-2015-16** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Chris Morin, David Smith-Agent, for zone change on property at the intersection of Amberley Drive and Powell Road from AG Agricultural District to R-1 Single Family Residential District (*RPC: Approval/Approval*)

2) CONSENT AGENDA

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

1. **ORDINANCE 80-2015-16** (Second Reading) Authorizing purchase of Randall Arthur Property for the Red River Trail
2. **ORDINANCE 81-2015-16** (Second Reading) Authorizing purchase of Cecil Radford property for wastewater system improvements
3. **ORDINANCE 82-2015-16** (Second Reading) Amending the Zoning Ordinance of the City of Clarksville, application of the Regional Planning Commission to add a cell tower masking provision for communication towers to existing conditions for approval
4. **ORDINANCE 83-2015-16** (Second Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Randy and Debra Butts for zone change on property at the intersection of Trenton Road and Sequoia Lane from R-1 Single Family Residential District to C-5 Highway & Commercial District
5. **ORDINANCE 85-2015-16** (Second Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Reda Homebuilders, Inc. for zone change on property at the intersection of Fairview Lane and W. Rossview Road from R-1 Single Family Residential District to R-2 Single Family Residential District
6. **ORDINANCE 86-2015-16** (Second Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Biltmore Landings Business Park, Johnny Piper-Agent, for zone change on property at the intersection of Wilma Rudolph Boulevard and Old Trenton Road from C-2 General Commercial District to R-4 Multiple Family Residential District
7. **RESOLUTION 49-2015-16** Approving a Certificate of Compliance for Ernst N. Corns for sale of wine at Houchens Food Group/Price Less IGA #494, 1151 Fort Campbell Boulevard (*CPD: No Criminal History*)
8. **RESOLUTION 50-2015-16** Approving a Certificate of Compliance for John A. Attaway, Jr. for sale of wine at Publix #1392, 1771 Madison Street (*CPD: No Criminal History*)
9. **RESOLUTION 51-2015-16** Approving a Certificate of Compliance for John Attaway, Jr. for sale of wine at Publix #1425, 1490 Tiny Town Road (*CPD: No Criminal History*)
10. Adoption of Minutes: April 7th, April 18th

11. Approval of Board Appointments:

Senior Citizens Board: Gilbert Pulley (replace Annette Shrader-term expired),
Doris Allen Reynolds (reappointment) – May 2016 through April 2019

3) FINANCE COMMITTEE

Joel Wallace, Chair

1. **RESOLUTION 46-2015-16** Authorizing a grant application and adopting the 2016-17 Action Plan and Budget for Community Development Block Grant and HOME programs (*Keith Lampkin*)
2. **RESOLUTION 47-2015-16** Accepting the proposal from the Tennessee Department of Transportation for a project on SR-237/Rossvie Road (*Jack Frazier*)

4) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

5) GAS & WATER COMMITTEE

Wallace Redd, Chair

1. **RESOLUTION 48-2015-16** Authorizing issuance, sale, and payment of up to \$110,000,000 Water, Sewer, and Gas Revenue Refunding Bonds and authorizing cash defeasance of certain outstanding bonds (*Gas & Water Committee: _____*)

6) PARKS, RECREATION, GENERAL SERVICES

Bill Powers, Chair

7) PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire & Rescue, Police)

Geno Grubbs, Chair

8) STREETS-TRANSPORTATION-GARAGE COMMITTEE

James Lewis, Chair

9) NEW BUSINESS

1. **RESOLUTION 45-2015-16** Adopting the Smoke Free Community Initiative (*Councilwoman McLaughlin*)

10) MAYOR AND STAFF REPORTS

11) PUBLIC COMMENTS

12) ADJOURNMENT

ORDINANCE 84-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF GORDON SEAY FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF TYLERTOWN ROAD AND SAMANTHA LANE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-2 Single Family Residential District and R-5 Residential District, as R-4 Multiple Family Residential District.

PUBLIC HEARING: April 7, 2016

POSTPONED: April 7, 2016

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point lying in the north right of way of said Tylertown Road, said point lying South 81 degrees 19 minutes 35 seconds East for a distance of 346.17 feet from the southeast corner of the Avalon Subdivision section 1 as recorded in Plat Book 13, Page 134 ROMCT, said point lying North 43 degrees 49 minutes 23 seconds West for a distance of 41.44 feet from the centerline intersection of said Tylertown Road and Samantha Lane; Thence leaving Tylertown Road along the zone line, North 08 degrees 47 minutes 16 seconds East for a distance of 250.30 feet to a point; Thence continuing along the zone line, North 81 degrees 12 minutes 44 seconds West for a distance of 344.69 feet to a point, lying in the east boundary line of Arbour Greene section 2 as recorded in PB 14, Page 142 ROMCT; Thence along said east boundary line, North 09 degrees 07 minutes 30 seconds East for a distance of 854.76 feet to a point, being the northwest corner of herein described tract; Thence leaving Arbour Greene east boundary on a new zone line, South 81 degrees 12 minutes 44 seconds East for a distance of 1,595.24 feet to a point, lying in the centerline of TVA 150 foot easement, also being the east corner of herein described tract; Thence continuing on a new zone line, South 28 degrees 48 minutes 25 seconds West for a distance of 494.63 feet to a point; Thence continuing on a new zone line, South 50 degrees 10 minutes 27 seconds West for a distance of 66.64 feet to a point; Thence continuing on a new zone line, South 08 degrees 47 minutes 16 seconds West for a distance of 150.00 feet to a point; Thence continuing on a new zone line, North 81 degrees 12 minutes 44 seconds West for a distance of 416.66 feet to a point; Thence continuing on a new zone line, South 08 degrees 49 minutes 46 seconds West for a distance of 439.70 feet to a point, lying in the north right of way of Tylertown Road said point also being the southeast corner of herein described tract; Thence along north right of way, North 81 degrees 14 minutes 19 seconds West for a distance of 171.38 feet to a point; Thence continuing along right of way, North 81 degrees 16 minutes 39 seconds West for a distance of 453.83 feet to the point of beginning. Said tract contains 30.33 acres more or less.

April 19, 2016

Ms. Sylvia Skinner:

Ref: Case Z – 7 – 2016

Please withdraw my petition for rezoning per Ordinance 84-2015-16
and RPC Case Number Z – 7 – 2016. Date of application 2-22-2016

Sincerely


R. Gordon Seay
931-206-4570

Received 4-19-16
10:07 am
Sylvia Skinner

ORDINANCE 87-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF PAMELA S. MAY, WAYNE WILKINSON-AGENT, FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF UNION HALL ROAD AND TIMBERWOOD DRIVE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, as C-5 Highway & Arterial Commercial District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point said point being 228 +/- feet east of the centerline of the Union Hall Road & Timberwood Drive intersection, said point being the northeast corner of the herein described tract and the northwest corner of the Harvey Brown Sr. property, thence in a westerly direction 290 +/- feet with the southern ROW margin of Union Hall Rd. and the eastern ROW margin of Timberwood Dr. to a point, said point being the northwest corner of the Roger D. Allen property, thence with the northern boundary of the Allen property 160 +/- feet in a easterly direction to a point, said point being the in the western boundary of the Clarat LLC property, thence in a northeasterly direction 160 +/- feet with the western boundary of the Clarat LLC property and Harvey Brown Sr. property to the point of beginning. containing 0.50 +/- acres (Further identified as Tax Map 41-F-A, Parcel 13.00)

ORDINANCE 88-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF WANDA MORRISON, MARK HOLLEMAN-AGENT, FOR ZONE CHANGE ON PROPERTY NORTH OF DOVER ROAD, EAST OF PAULA DRIVE, AND WEST OF AURELIA LYNN DRIVE

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Being a tract of land located in the 7th Civil District of the City of Clarksville, County of Montgomery, TN, said tract being a portion of the Ernestine Morrison property as recorded in DB 83, Page 631 ROMCT, Map 54G, Parcel "C" 10.00, also being a portion of Morrison Estates A lot 1E as recorded in PB 7, Page 96 ROMCT, said tract being generally described as being located west of Charlemagne Blvd., east of Kelsey Drive, east of and adjacent to Paula Drive, north of and adjacent to Dover Road (US HWY 79), being more precisely described as follows: Beginning at a point lying in the north right of way of Dover Road, also being the south boundary of Morrison Estates A, lying North 70 degrees 55 minutes 05 seconds East for a distance of 75.46 feet from the centerline intersection of Dover Road and Paula Drive; Thence leaving Dover Road and along Paula Drive east right of way, North 07 degrees 53 minutes 23 seconds West for a distance of 114.74 feet to a point; Thence continuing along the east margin of Paula Drive, North 12 degrees 49 minutes 10 seconds East for a distance of 170.28 feet to a point; Thence continuing along Paula Drive east right of way, North 09 degrees 57 minutes 14 seconds East for a distance of 225.23 feet to a point, also being the northwest corner of herein described tract, being the southwest corner of the Wallace Redd, Jr property as recorded in ORV 501, Page 956 ROMCT; Thence leaving Paula Drive on a new zone line, South 82 degrees 37 minutes 13 seconds East for a distance of 350.62 feet to a point, lying in the west margin of Aurelia Lynn Drive, also being the southeast corner of Janet Allen property as recorded in ORV 1535, Page 1803 ROMCT; Thence along Aurelia Lynn west margin, South 08 degrees 20 minutes 43 seconds West for a distance of 475.90 feet to a point, being the southeast corner of herein described tract; Thence continuing along Aurelia Lynn, South 26 degrees 23 minutes 15 seconds West for a distance of 60.20 feet to a point, lying in the north margin of Dover Road, also being the southeast corner of herein described tract; Thence along Dover Road north margin, North 77 degrees 41 minutes 01 seconds West for a distance of 320.22 feet to the point of beginning. Said tract contains 4.24 acres more or less.

ORDINANCE 89-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF RONNIE GOAD FOR ZONE CHANGE ON PROPERTY SOUTH OF BELLSHIRE COURT AND NORTH OF WILSON 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-4 Multiple Family Residential District, to R-2D Two Family Residential District and R-2A Single Family Residential District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

R-2D TRACT

Being a Tract of land situated in the 11th Civil District of Montgomery County, Tennessee, said Tract being located 6 miles, more or less, east of downtown Clarksville, said Tract being north of and adjacent to Wilson Road, south of Bellshire Drive, east of Coyote Court, and west of Old Farmers Road, said Tract being more particularly described as follows: Beginning at an iron pin (new) set in the northern right of way of Wilson Road, said pin being located approximately 1100' east of the intersection of Coyote Court and Wilson Road as measured along Wilson Road, said pin also being the southeast corner of the James W. Carrell property as recorded in O.R.V. 1240, Page 2983, R.O.M.C.T.; Thence leaving said right of way and with the eastern boundary of said Carrell property, North 03 degrees 20 minutes 39 seconds East for a distance of 107.93 feet to an iron pin (new); Thence leaving said Carrell boundary and on a new division line, South 86 degrees 23 minutes 37 seconds East for a distance of 171.43 feet to an iron pin (new); Thence on another new division line, South 63 degrees 14 minutes 49 seconds East for a distance of 43.54 feet to an iron pin (new); Thence on another new division line, South 86 degrees 23 minutes 37 seconds East for a distance of 110.58 feet to an iron pin (new), said pin being in the western boundary of the Lynda Ann Holt Conner property as recorded in O.R.V. 573, Page 122, R.O.M.C.T.; Thence with the western boundary of said Conner property, South 03 degrees 35 minutes 55 seconds West for a distance of 123.27 feet to an iron pin (new), said pin being the southwest corner of said Conner property, said pin also being in the northern right of way of Wilson Road; Thence leaving said Conner boundary and with the northern right of way of Wilson Road, North 80 degrees 37 minutes 50 seconds West for a distance of 323.19 feet to the point of beginning. Said Tract contains 0.87 Acres

R-2A TRACT

Being a Tract of land situated in the 11th Civil District of Montgomery County, Tennessee, said Tract being located 6 miles, more or less, east of downtown Clarksville, said Tract being north of Wilson Road, south of Bellshire Drive, east of Coyote Court, and west of Old Farmers Road, said Tract being more particularly described as follows: Beginning at an iron pin (new) set in the eastern boundary of the James W. Carrell property, said pin being the northwest corner of Parcel 1 (this document), said pin being located North 03 degrees 20 minutes 39 seconds East for a distance of 107.93 feet from an iron pin (new) set in the northern right of way of Wilson Road (the point of beginning for Parcel 1, this document); Thence leaving the boundary of Parcel 1 (this document) and with the eastern boundary of said Carrell property, North 03 degrees 20 minutes 39 seconds East for a distance of 1,281.28 feet to a ½" iron pin with a cap stamped "BDS," said pin being the northeast corner of said Carrell property, said pin also being in the southern boundary line of the Ronnie Goad ETAL property as recorded in O.R.V. 577, Page 673, R.O.M.C.T.; Then leaving said Carrell boundary and with the southern boundary of said Goad property, South 82 degrees 04 minutes 38 seconds East for a distance of 29.77 feet to an iron pin (new); Thence continuing with the southern boundary of said Goad property, South 81 degrees 50 minutes 18 seconds East for a distance of 298.99 feet to an iron pin (new), said pin being the northwest corner of the Lynda Ann Holt Conner property as recorded in O.R.V. 573, Page 122, R.O.M.C.T.; Then leaving said Goad boundary and with the western boundary of said Conner property, South 03 degrees 35 minutes 55 seconds West for a distance of 1,272.39 feet to an iron pin (new), said pin being the northeast corner of Parcel 1 (this document); Thence leaving said Conner boundary and on a new division line with the northern boundary of Parcel 1 (this document) the following three (3) calls: North 86 degrees 23 minutes 37 seconds West for a distance of 110.58 feet to an iron pin (new); Thence North 63 degrees 14 minutes 49 seconds West for a distance of 43.54 feet to an iron pin (new); Thence North 86 degrees 23 minutes 37 seconds West for a distance of 171.43 feet to the point of beginning. Said Tract contains 9.51 Acres

ORDINANCE 90-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF CHRIS MORIN, DAVID SMITH-AGENT, FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF AMBERLEY DRIVE AND POWELL 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 R-1 Single Family Residential District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Being a tract of land located in the 6th Civil District of the city of Clarksville, County of Montgomery, TN, being a portion of the Chris Morin property as recorded in ORV 1447, Page 2597 ROMCT, said tract being more fully described as being located south of Rossview Road, west of and adjacent to Interstate 24 and east of and adjacent to Powell Road, said tract being more particularly described as follows; Beginning at a point in the east right of way of Powell Road, said point of beginning being further described as the southwest corner of the John Killebrew property as recorded in ORV 1273, Page 673 R.O.M.C.T., also lying South 03 degrees 28 minutes 44 seconds West for a distance of 184.41 feet from the intersection of Powell Road and Amberley Drive; Thence leaving said east right of way with the south property line of Killebrew property, South 82 degrees 44 minutes 09 seconds East for a distance of 1,225.84 feet to a point, lying in the southwest corner of the AT&T Tower property as recorded in ORV 1273, Page 673 ROMCT; Thence leaving Killebrew property along the AT&T south line, South 82 degrees 27 minutes 38 seconds East for a distance of 68.59 feet to a point, said point being the southeast corner of AT&T property; Thence leaving the AT&T property along the Killebrew south line, South 82 degrees 47 minutes 14 seconds East for a distance of 892.06 feet to a point lying in the west boundary of the Interstate 24; Thence along the west boundary line of Interstate 24 for the next 4 calls: South 35 degrees 23 minutes 05 seconds East for a distance of 740.85 feet to a point; South 25 degrees 31 minutes 30 seconds East for a distance of 320.26 feet to a point; South 07 degrees 52 minutes 45 seconds East for a distance of 226.13 feet to a point; South 19 degrees 53 minutes 57

seconds East for a distance of 408.38 feet to a point, lying in the north banks of the Red River; Thence leaving Interstate 24 west boundary line along the north banks of the Red River for the next 6 calls: North 84 degrees 35 minutes 46 seconds West for a distance of 74.33 feet to a point; North 86 degrees 56 minutes 50 seconds West for the distance of 75.11 feet to a point; North 84 degrees 52 minutes 19 seconds West for a distance of 78.31 feet to a point; North 87 degrees 32 minutes 45 seconds West for a distance of 70.06 feet to a point; North 90 degrees 00 minutes 00 seconds West for a distance of 54.00 feet to a point; South 84 degrees 07 minutes 03 seconds West for a distance of 165.87 feet to a point, lying in the east property line of Lucas Perry property as recorded in ORV 1509, Page 869 ROMCT; Thence leaving the banks of the Red River along the Perry east property line, North 08 degrees 40 minutes 23 seconds East for a distance of 179.05 feet to a point, being the Perry northeast corner, also being the southeast corner of the Bobby Wall property as recorded in ORV 352, Page 2205 ROMCT; Thence along Wall east property line, North 09 degrees 34 minutes 00 seconds East for a distance of 180.51 feet to a point, being the Wall's northeast corner; Thence along the Wall north property line, passing the Matthew Mason property as recorded in ORV 1254, page 832 ROMCT, North 83 degrees 09 minutes 26 seconds West for 604.30 feet to a point, being the northwest corner of Mason property, also being the north corner of the James McDaniel property as recorded in ORV 622, Page 988 ROMCT; Thence leaving McDaniel property along the Michael Koons' north property line as recorded in ORV 1617, Page 787 ROMCT, North 81 degrees 44 minutes 43 minutes West for a distance of 390.04 feet to a point, said point lying in the north right of way of Powell Road; Thence leaving Koons property along the north right of way, on a curve to the left having a radius of 425.15 feet, an arc length of 148.19 feet, a delta of 19 degrees 58 minutes 16 seconds, a tangent of 74.85 feet, a chord bearing of North 69 degrees 36 minutes 40 seconds West for a distance of 147.44 feet to a point; Thence North 80 degrees 32 minutes 16 seconds West for a distance of 399.23 feet to a point, being the southeast corner of the Chris Morin same deed info on tax map 57 par 134.00; Thence continue along Powell Road and Morin south property line, North 80 degrees 32 minutes 16 seconds West for a distance of 334.55 feet to a point, being the southwest corner of parcel 134.00; Thence continue along Powell Road, North 80 degrees 27 minutes 08 seconds West for a distance of 770.58 feet to a point; Thence continue along Powell Road, on a curve to the right having a radius of 100.00 feet, an arc length of 167.56 feet, a delta of 96 degrees 00 minutes 13 seconds, a tangent of 111.07 feet, a chord bearing of North 32 degrees 27 minutes 01 seconds West for a distance of 148.63 feet to a point; Thence along the east right of way of Powell Road, North 15 degrees 33 minutes 05 seconds East for a distance of 897.62 feet to the point of beginning. Said tract-containing 69.10 acres more or less.

ORDINANCE 80-2015-16

AN ORDINANCE AUTHORIZING THE MAYOR, THROUGH THE CITY ATTORNEY OR HIS DESIGNEE, TO CONDUCT NEGOTIATIONS AND TO ENTER INTO AN AGREEMENT FOR PURCHASE OF PROPERTY AND/OR RIGHTS OF WAY FOR ACQUISITION OF THE RANDALL ARTHUR PROPERTY ON KRAFT STREET FOR EXTENSION OF THE CLARKSVILLE GREENWAY

WHEREAS, the Clarksville City Council finds that improvements to certain recreational developments within the City are a vital component to the residents' quality of life; and

WHEREAS, the Clarksville City Council finds it to be in the public interest to acquire the Randall Arthur property on Kraft Street for the purpose of extending the Clarksville Greenway.

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

That the Mayor, acting through the City Attorney or his designee, may negotiate and enter into an agreement for the purchase of property on Kraft Street from Randall Arthur, identified as Parcel 0550-A-007.00, for extension of the Clarksville Greenway, not to exceed \$185,200.00.

FIRST READING: April 7, 2016

SECOND READING:

EFFECTIVE DATE:

AN ORDINANCE AUTHORIZING PURCHASE OF PROPERTY FOR
WASTEWATER COLLECTION SYSTEM IMPROVEMENTS INCLUDED WITHIN
THE MAIN LIFT STATION GRAVITY SEWER PROJECT

WHEREAS, a dedicated utility easement and restrictive covenant barring any alteration of existing grade/topography is necessary to complete improvements included within the Main Lift Station Gravity Sewer Project due to pipe failure beneath approximately fifty-six feet of fill; and

WHEREAS, upon obtaining an appraisal for the above-mentioned easement and restrictive covenant the amount of compensation due to the property owner is determined to be \$25,174.00; and

WHEREAS, the property owner does not wish to grant the City of Clarksville Gas & Water Department the above-mentioned easement and restrictive covenant due to the fact that the above-mentioned easement and restrictive covenant encompasses the majority of the entire tract and significantly damages the remainder; and

WHEREAS, the property owner desires to sell the entire property to the City of Clarksville Gas & Water Department in fee simple for \$25,000.00; and

WHEREAS, the City of Clarksville Gas & Water Department and the property owner agree that the outright purchase of the entire tract in fee simple will be advantageous to both parties in order to avoid litigation, the costs associated, and the possibility of the property being encumbered to the point of no remaining value to the property owner.

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

That the Clarksville City Council hereby authorizes purchase of the property at Kraft Street (CMAP 55O, Group A, Parcel 6.00, Deed Book V 232, Page 248) from Cecil Radford for the Main Lift Station Gravity Sewer Project for the price of \$25,000.00 plus additional costs and closing fees.

FIRST READING: April 7, 2016

SECOND READING:

EFFECTIVE DATE:



ORDINANCE 82-2015-16

AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE OF THE CITY OF CLARKSVILLE, TENNESSEE, TO ADD MASKING PROVISIONS FOR COMMUNICATION TOWERS TO THE EXISTING CONDITIONS FOR APPROVAL

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

That the following amendments are hereby made to the Clarksville City Zoning Ordinance:

1. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 1 “Standards for Uses Permitted with Conditions (PC)”, Subsection 10 “Other Uses Permitted with Conditions (PC)”, “Communication Towers”, Condition “B. Location “ is hereby amended by adding the following sentences at the end of the paragraph:

“If co-location is not feasible, the applicant shall provide such structure and technical information and other justifications as are necessary to document the reasons why co-location is not a viable option. Further, the applicant shall provide a list of all existing structures considered as alternatives to the proposed location, and shall provide a written explanation why the alternatives considered were either unacceptable or infeasible due to technical, physical or financial considerations.”

2. Under Chapter 5 “Land Use Development Standards and Procedures”, Section 1 “Standards for Uses Permitted with Conditions (PC)”, Subsection 10 “Other Uses Permitted with Conditions (PC)”, “Communication Towers” is hereby amended by adding the following condition after Condition “B. Location”:

“C. Structure Masking. Communication towers of two hundred (200) feet or less in height shall be of monopole structural design. Further, the applicant shall demonstrate for such towers that, through location, construction or masking (disguising or concealing), the proposed facility will have minimum visual impact upon the appearance of adjacent properties and the views and vistas of adjacent residential neighborhoods while remaining viable options for future co-location of communication towers.”

PUBLIC HEARING: April 7, 2016
FIRST READING: April 7, 2016
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 83-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF RANDY AND DEBRA BUTTS FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF TRENTON ROAD AND SEQUOIA LANE

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

PUBLIC HEARING: April 7, 2016

FIRST READING: April 7, 2016

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at an iron pin set in the west margin of Trenton Highway, 30 feet from the centerline thereof, and at Walkers's southeast corner and running thence with the west margin of said Trenton Highway, south 4 degrees 15 minutes east 300.16 feet to an iron pin, northeast corner of the real estate just conveyed by us to Clifton T. Whitfield, et ux; and running thence with the north line of the Whitfield property south 78 degrees 15 minutes west 380.20 feet to an iron pin at Kennedy's line; thence with same north 3 degrees 29 minutes east 401.98 feet to an iron pin; thence with Walker south 85 degrees 42 minutes east 326.50 feet to the point of beginning, containing 2.81 acres more or less

ORDINANCE 85-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF REDA HOMEBUILDERS, INC. FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF FAIRVIEW LANE AND W. ROSSVIEW 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-2 Single Family Residential District.

PUBLIC HEARING: April 7, 2016

FIRST READING: April 7, 2016

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point 76 +/- feet west of the centerline of the Fairview Ln. & W. Rossvie Rd. intersection, further identified as the southwest corner of the Hodges property and in the northern margin of the Fairview Ln. ROW, thence in a northerly direction 164 +/- feet with the Hodges' west boundary to a point, said point being in the southern boundary of the Sonoma Ridge property, thence in a westerly direction 152 +/- feet with the Sonoma Ridge southern boundary to a point, said point being the northeast corner of the Wooten property, thence in a southerly direction 205 +/- feet with the eastern boundary of the Wooten property to a point, said point being in the northern margin of the Fairview Ln. ROW, further identified as the southeast corner of the Wooten property, thence in a westerly direction 153 +/- feet with the northern ROW margin of Fairview Ln. to the point of beginning, said described tract containing 0.61 +/- acres.

ORDINANCE 86-2015-16

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF BILTMORE LANDINGS BUSINESS PARK, JOHNNY PIPER-AGENT, FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF WILMA RUDOLPH BOULEVARD AND OLD TRENTON 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 C-2 General Commercial District, as R-4 Multiple Family Residential District.

PUBLIC HEARING: April 7, 2016

FIRST READING: April 7, 2016

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point in the east right of way of Hwy 79, said point lying South 46 degrees 56 minutes 13 seconds West for a distance of 497.38 from the west corner of the William Henry, Jr property as recorded in ORV 1192, page 2294, also being 96.49 feet from the centerline of said Hwy 79; Thence leaving Hwy 79 on a new zone line, South 48 degrees 34 minutes 22 seconds East for a distance of 217.38 feet to a point, lying in the common parcel line of tax map 56I, "F" 15.00 and 16.00; Thence continuing on a new zone line, South 48 degrees 34 minutes 22 seconds East for a distance of 173.64 feet to a point, lying at the northern portion of the R J Corman Railroad as recorded in ORV 396, Pg 1246 ROMCT; Thence along Railroad for the next 4 calls: South 40 degrees 03 minutes 42 seconds West for a distance of 25.97 feet to a point; South 34 degrees 23 minutes 12 seconds West for a distance of 202.88 feet to a point; South 27 degrees 01 minutes 31 seconds West for a distance of 192.82 feet to a point; South 23 degrees 07 minutes 18 seconds West for a distance of 237.43 feet to a point, being the south corner of herein described tract, also lying at the north bank of the Red River; Thence leaving the railroad along the north bank of the Red River, North 56 degree 52 minutes 05 seconds West for a distance of 270.18 feet to a point at the edge of the River; Thence continuing along the river bank, North 64 degree 57 minutes 32 seconds West for a distance of 139.37 feet to a point, lying in the east right of way of Hwy 79 also being the southwest corner of herein described tract; Thence leaving Red River along the Hwy 79 for the next 5 calls: North 21 degree 33 minutes 21 seconds East for a distance of 89.37 feet to a point; South 69 degree 09 minutes 39 seconds East for a distance of 18.00 feet to a point; North 20 degree 50 minutes 21 seconds East for a distance of 151.83 feet to a point, lying in the common parcel line of tax map 56I, "F" 15.00 and 16.00; North 20 degree 50 minutes 21 seconds East for a distance of 193.17 feet to a point; North 40 degree 50 minutes 21 seconds East for a distance of 304.45 feet to the point of beginning. Said tract-containing 6.40 acres more or less.

RESOLUTION 49-2015-16

A RESOLUTION APPROVING A CERTIFICATE OF COMPLIANCE FOR SALE OF WINE AT HOUCHENS FOOD GROUP/PRICE LESS IGA

WHEREAS, Ernst N. Corns has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for sale of wine at Houchens Food Group/Price Less IGA #494, located at 1151 Fort Campbell Boulevard, Clarksville, Tennessee; and

WHEREAS, the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of 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

WHEREAS, the applicant or applicants have secured a location for the business which complies with all zoning laws adopted by the local jurisdiction, as to the location of the business.

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

That the Clarksville City Council hereby approves a Certificate of Compliance for Ernst N. Corns for sale of wine at Houchens/Price Less IGA #494, 1151 Fort Campbell Boulevard, Clarksville, Tennessee.

ADOPTED:

RESOLUTION 50-2015-16

A RESOLUTION APPROVING A CERTIFICATE OF COMPLIANCE FOR SALE OF WINE AT PUBLIX #1392

WHEREAS, John A. Attaway, Jr., has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for sale of wine at Publix #1392, 1771 Madison Street, Clarksville, Tennessee; and

WHEREAS, the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of 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

WHEREAS, the applicant or applicants have secured a location for the business which complies with all zoning laws adopted by the local jurisdiction, as to the location of the business.

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 John A. Attaway, Jr. for sale of wine at Publix #1392, 1771 Madison Street, Clarksville, Tennessee.

ADOPTED:

RESOLUTION 51-2015-16

A RESOLUTION APPROVING A CERTIFICATE OF COMPLIANCE FOR SALE OF WINE AT PUBLIX #1425

WHEREAS, John A. Attaway, Jr. has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for sale of wine at Publix #1425, 1490 Tiny Town Road, Clarksville, Tennessee; and

WHEREAS, the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of 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

WHEREAS, the applicant or applicants have secured a location for the business which complies with all zoning laws adopted by the local jurisdiction, as to the location of the business.

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 John A. Attaway, Jr. for sale of wine at Publix #1425, 1490 Tiny Town Road, Clarksville, Tennessee.

ADOPTED:



**CLARKSVILLE CITY COUNCIL
REGULAR SESSION
APRIL 7, 2016**

MINUTES

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, April 7, 2016, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Rev. Megan Holland, Rector of Trinity Church; the Pledge of Allegiance was led by Councilman Jeff Burkhart.

ATTENDANCE

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

SPECIAL RECOGNITIONS

Mayor McMillan presented a Mayor's Certificate of Appreciation to Head Coach Dave Loos and the Austin Peay State University Men's Basketball Team for winning the 2015-16 Ohio Valley Conference championship and playing in the first round of the NCAA Tournament in Des Moines, Iowa.

PUBLIC HEARING

Councilman Grubbs made a motion to conduct a public hearing to receive comments regarding requests for zone change. The motion was seconded by Councilman Lewis. There was no objection.

Mayor McMillan announced that Gordon Seay wanted to withdraw **ORDINANCE 84-2015-16**.

ORDINANCE 82-2015-16 (First Reading) Amending the Zoning Ordinance of the City of Clarksville, application of the Regional Planning Commission to add a cell tower masking provision for communication towers to existing conditions for approval

No one spoke for or against this request.

ORDINANCE 83-2015-16 (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Randy and Debra Butts for zone change on property at the intersection of Trenton Road and Sequoia Lane from R-1 Single Family Residential District to C-5 Highway & Commercial District

Randy Butts said he planned to develop an office complex on the property. No one spoke in opposition to this request.

ORDINANCE 84-2015-16 (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Gordon Seay for zone change on property at the intersection of Tylertown Road and Samantha Lane from R-2 Single Family Residential District and R-5 Residential District to R-4 Multiple Family Residential District

Levenia Peavy submitted a petition with signatures of area residents who opposed this change.

ORDINANCE 85-2015-16 (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Reda Homebuilders, Inc. for zone change on property at the intersection of Fairview Lane and W. Rossview Road from R-1 Single Family Residential District to R-2 Single Family Residential District

Ricky Reda offered to answer questions. No one spoke in opposition to this request.

ORDINANCE 86-2015-16 (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Biltmore Landings Business Park, Johnny Piper-Agent, for zone change on property at the intersection of Wilma Rudolph Boulevard and Old Trenton Road from C-2 General Commercial District to R-4 Multiple Family Residential District

David Smith, DBS & Associates, offered to answer questions. No one spoke in opposition to this request.

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

ACTION ON ZONING

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 82-2015-16**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilwoman McLaughlin. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 83-2015-16**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

The recommendation of the Regional Planning Staff and Commission were for disapproval of **ORDINANCE 84-2015-16**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. Councilman Redd made a motion to postpone action on this ordinance to the next regular session (May 5, 2016). The motion was seconded by Councilwoman McLaughlin. Councilman Alexander called for the question. The question was seconded by Councilman Lewis. A voice vote was taken; the motion to cease discussion on the motion to postpone passed. The following vote was recorded:

AYE: Alexander, Allen, Lewis, McLaughlin, McMillan, Powers, Redd

NAY: Burkhart, Garrett, Grubbs, Guzman, Smith, Wallace

The motion to postpone action on first reading of this ordinance to the next regular session passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 85-2015-16**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Lewis. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 86-2015-16**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilwoman McLaughlin. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

CONSENT AGENDA

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

1. **ORDINANCE 66-2015-16** (Second Reading) Amending the Official Code relative to city council compensation
2. **ORDINANCE 73-2015-16** (Second Reading) Amending the FY16 Fire & Rescue Budget for purchase of a rescue truck
3. **ORDINANCE 75-2015-16** (Second Reading) Amending the Official Code relative to the number of retail liquor store inside the city limits *[removed; see transcription following adoption of Consent Agenda]*
4. **ORDINANCE 77-2015-16** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Chandrika Patel, Hayes & Sons Construction-Agent, for zone change on property at the intersection of Greenwood Avenue and Crossland Avenue from R-3 Three Family Residential District to C-2 General Commercial District
5. **ORDINANCE 78-2015-16** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mary Durrett, et al, Cal McKay-Agent, for zone change on property at the intersection of Peachers Mill Road and West Boy Scout Road from AG Agricultural District to C-2 General Commercial District and R-4 Multiple Family Residential District
6. **ORDINANCE 79-2015-16** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of D. W. Durrett, et al, Cal McKay-Agent, for zone change on property at the intersection of Peachers Mill Road and West Boy Scout Road from AG Agricultural District to R-2 Single Family Residential District
7. **RESOLUTION 37-2015-16** Approving a retail liquor store Certificate of Compliance for Seven Seas, LLC [should be Inc.], Ramesh and Sreelakshmi Kasetty for operation of Caddy's Discount Liquors, 1960-M Madison Street [current business relocating from 2206-B Madison Street]
8. **RESOLUTION 38-2015-16** Approving a Certificate of Compliance for sale of wine in a food store for Don Frieson, Cynthia Moehring, Steven Zielske, Andrea Lazenby for Sam's Club #6512
9. **RESOLUTION 39-2015-16** Approving a Certificate of Compliance for sale of wine in a food store for Michael Moore, Cynthia Moehring, Steven Zielske, Andrea Lazenby for Walmart #673 (3050 Wilma Rudolph Boulevard)
10. **RESOLUTION 40-2015-16** Approving a Certificate of Compliance for sale of wine in a food store for Michael Moore, Cynthia Moehring, Steven Zielske, Andrea Lazenby for Walmart #1075 (1680 Fort Campbell Boulevard)

11. **RESOLUTION 41-2015-16** Approving a Certificate of Compliance for sale of wine in a food store for Michael Moore, Cynthia Moehring, Steven Zielske, Andrea Lazenby for Walmart #3495 (2315 Madison Street)
12. **RESOLUTION 42-2015-16** Approving a Certificate of Compliance for sale of wine in a food store for Michael Moore, Cynthia Moehring, Steven Zielske, Andrea Lazenby for Walmart #4469 (2551 Whitfield Road)
13. **RESOLUTION 43-2015-16** Approving a Certificate of Compliance for sale of wine in a food store for Michael Moore, Cynthia Moehring, Steven Zielske, Andrea Lazenby for Walmart #4589 (216 Dover Road)
14. **RESOLUTION 44-2015-16** Approving a Certificate of Compliance for sale of wine in a food store for Michael Moore, Cynthia Moehring, Steven Zielske, Andrea Lazenby for Walmart #4591 (408 Tiny Town Road)
15. Adoption of Minutes: March 3rd, March 22nd
16. Approval of Board Appointments:

After Hours Establishment Board: Charlie Keene, Mary Catherine Roby – May 2016 through April 2018

Airport Authority: John Hadley - April 2016 through June 2017

Board of Equalization: Doug Jackson, Gary Harmon – May 2016 through April 2018

Councilman Lewis requested separate consideration of **ORDINANCE 75-2015-16**. Councilman Lewis made a motion to adopt the Consent Agenda as amended. The motion was seconded by Councilwoman Guzman. Councilman Burkhart, Councilman Alexander, Councilwoman Guzman, and Councilman Powers voiced a “nay” vote on **ORDINANCE 66-2015-16**. The following vote was recorded:

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

The motion to adopt the Consent Agenda as amended passed.

RETAIL LIQUOR STORES

ORDINANCE 75-2015-16 (Second Reading) Amending the Official Code relative to the number of retail liquor store inside the city limits

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

Councilman Burkhart made a motion to postpone action on second reading to the January 2018 regular session. The motion was seconded by Councilwoman Guzman. Following discussion, Councilman Garrett called for the question. The question was seconded by Councilman Redd. A voice vote was taken; the motion

to cease discussion on Councilman Burkhart's motion to postpone passed. The following vote was recorded:

AYE: Burkhart, Grubbs, Guzman, Lewis, Powers

NAY: Alexander, Allen, Garrett, McLaughlin, Redd, Smith, Wallace

The motion to postpone second reading to the January 2018 regular session failed. City Attorney Lance Baker asked for more time to study and evaluate all aspects of this ordinance and to prepare a document that would address specific situations. Mr. Baker also suggested adding language relative to issuance of certificates of compliance for sale of wine in food stores.

Councilman Burkhart made a motion to postpone second reading to the May 2016 regular session. The motion was seconded by Councilman Lewis. Councilman Alexander offered an amendment to postpone second reading to the June 2016 regular session. The motion was seconded by Councilman Burkhart. Following discussion, Councilman Garrett called for the question. The question was seconded by Councilman Alexander. A voice vote was taken; the motion to cease discussion on Councilman Alexander's motion to postpone passed. The following vote was recorded:

AYE: Alexander, Burkhart, Grubbs, Guzman, Lewis, McLaughlin, Powers, Redd

NAY: Allen, Garrett, Smith, Wallace

The motion to postpone second reading on this ordinance to the June 2016 regular session passed.

FINANCE COMMITTEE

Joel Wallace, Chair

ORDINANCE 80-2015-16 (First Reading) Authorizing purchase of Randall Arthur Property for the Clarksville Greenway (Red River Trail)

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

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

The motion to adopt this ordinance on first reading passed.

ORDINANCE 81-2015-16 (First Reading) Authorizing purchase of Cecil Radford property for wastewater system improvements

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

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

The motion to adopt this ordinance on first reading passed.

RESOLUTION 35-2015-16 Accepting the 2017-2021 Public Improvements Program and Capital Projects Budget

The recommendation of the Finance Committee was for approval. Councilman Wallace made a motion to adopt this resolution. The motion was seconded by Councilman Grubbs. In response to Councilwoman McLaughlin's question, Finance Director Laurie Matta said a site for a proposed new downtown parking garage had not been determined. Councilwoman McLaughlin said she wanted additional information on plans for the city-owned old waterworks building on Riverside Drive.

Following discussion, Councilwoman McLaughlin made a motion to postpone action on this resolution to the same date as first reading of the FY17 General Government Budget. The motion was seconded by Councilman Alexander. Councilman Wallace said this was a planning document only. Councilman Allen felt the City Council should be involved in establishing future projects. Councilman Wallace called for the question. The question was seconded by Councilman Lewis. The following vote was recorded:

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

The motion to cease discussion on Councilwoman McLaughlin's motion to postpone passed. The following vote on Councilwoman McLaughlin's motion was recorded:

AYE: Alexander, Allen, Burkhart, Garrett, Lewis, McLaughlin, Redd, Smith

NAY: Grubbs, Guzman, Powers, Wallace

The motion to postpone action on this resolution to the same date as first reading on the FY17 General Government Budget passed.

RESOLUTION 36-2015-16 Supporting a grant application for the Local Parks & Recreation Fund through the Tennessee Department of Environment & Conservation for Swan Lake Pool

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

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

The motion to adopt this resolution passed.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

Councilman Allen said the City of Clarksville was awarded an Tennessee Housing Development Agency Emergency Solutions Grant in the amount of \$147, 613.42 to help improve the quality of emergency shelters for the homeless, to help meet the costs of operating and maintaining the shelters, and to provide street outreach services, access to those who need assistance to improve their situation, rapid re-housing services, and emergency intervention services.

GAS & WATER COMMITTEE

Wallace Redd, Chair

No report.

PARKS, RECREATION, GENERAL SERVICES

Bill Powers, Chair

Councilman Powers said the department was preparing for spring activities including adult softball, adult lacrosse, and 50+ Olympics.

Councilman Powers shared the following March statistics: Indoor Aquatic Center – 4,170 patrons, B-Cycle – 579 rentals traveling 3,879 miles, Burt Cobb Center – 1,226 patrons, Crow Center – 1,988 patrons, Kleeman Center – 4,720 patrons.

PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire & Rescue, Police)

Geno Grubbs, Chair

Councilman Grubbs shared the following department statistics: Building & Codes Construction Division – 1,700 inspections, Building & Codes Enforcement Division – 290 cases, Building & Codes Administration – 91 single family permits; Fire & Rescue – 1,042 emergency calls; Police – 13,625 responses.

Councilman Grubbs and Officer Natalie Hall reported a very successful simulated vehicle crash involving two cars, one of which the driver was texting, sponsored by Kenwood High School. Area emergency agencies participated.

STREETS-TRANSPORTATION-GARAGE COMMITTEE

James Lewis, Chair

Councilman Lewis shared the following department statistics: Clarksville Transit System – 61,354 passengers, Nashville-Clarksville Express – 5,227 passengers; Garage – 315 work orders (unleaded fuel \$1.68/gal., diesel fuel \$1.44/gal.); Street – 356 work orders.

NEW BUSINESS

ORDINANCE 74-2015-16 (First Reading; Postponed March 3rd) Amending the Official Code relative to the City of Clarksville Code of Ethics [2/3 majority of full Council required]

Councilman Garrett stated his intention not to pursue this amendment. He made a motion to adopt this ordinance on first reading. The motion was not seconded.

MAYOR AND STAFF REPORTS

Mayor McMillan announced that the Tennessee Department of Transportation had recently indicated their support for immediate funding for widening of S.R. 374/Warfield Boulevard between Dunbar Cave Road and Stokes Road.

ADJOURNMENT

The meeting was adjourned at 8:26 p.m.



CLARKSVILLE CITY COUNCIL SPECIAL SESSION APRIL 18, 2016

MINUTES

CALL TO ORDER

A special session of the Clarksville City Council was called to order by Mayor Kim McMillan on Monday, April 18, 2016, at 4:35 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 Geno Grubbs.

ATTENDANCE

PRESENT: Richard Garrett (Ward 1), Deanna McLaughlin (Ward 2), Wallace Redd (Ward 4), Wanda Smith (Ward 6), Geno Grubbs (Ward 7), Joel Wallace, Mayor Pro Tem (Ward 9), Jeff Burkhart (Ward 12)

ABSENT: James Lewis (Ward 3), Valerie Guzman (Ward 5), David Allen (Ward 8), Mike Alexander (Ward 10), Bill Powers (Ward 11)

TAX INCREMENT FINANCING

Mayor McMillan informed the City Council that the City of Clarksville was not involved in drafting the TIF plan that was being proposed by Montgomery County. She said the City was included in the original proposal, but was removed during the Montgomery County Commission's recent voting session.

Mayor McMillan introduced Attorney Tom Trent, Bradley Arant Boult Cummings, LLC, from Nashville, Tennessee, who was representing the City of Clarksville in this matter. Mr. Trent said Industrial Development Board (IDB) Tax Increment Financing (TIF) plans are generally for project financing which is repaid from an incremental increase in property taxes. He said a TIF is new money added to the previous year's tax rate.

Mr. Trent said the County's attorney had indicated that Montgomery County would like the City to participate in this proposed TIF. He said the IDB would be the borrower and a developer would be responsible for the TIF financing. The TIF would be repaid by the IDB's pledge of tax increment revenues arising from a defined area for a specific period of time. A plan would require identification of a specific geographical area and specific projects.

Approximately 39 acres, mostly downtown, were identified in the Montgomery County plan. All of the incremental increases in property taxes would be above 2015 taxes, not limited to real property taxes and including personal property taxes. The amount per project would be limited to the lesser of 15% of the project cost or \$3 million. A project would be required to have a capital investment of at least \$1 million.

Mr. Trent noted the County's plan would allocate 10% of the proposed increment to Montgomery County for maintenance and improvement of the Civic Plaza, but the City would have no input. He said if the City were to participate in this proposal, the County and the IDB would have control of all property tax incentives for the designated area. A TIF plan would require approval by both governing bodies, following a public notice and public hearing, if the City were to participate.

ADJOURNMENT

Councilwoman McLaughlin, Councilman Garrett, Councilman Redd, and Councilman Wallace left the meeting at approximately 5:38 p.m. No official action was taken.

The meeting was adjourned at 5:48 p.m.

RESOLUTION 46-2015-16

A RESOLUTION AUTHORIZING THE GRANT APPLICATION AND ADOPTING THE 2016-2017 ANNUAL ACTION PLAN AND THE 2016-2017 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.

WHEREAS, the Community Development Block Grant, the HOME Program and the Community Outreach fund are multiyear funds. Unexpended prior year funds will roll over to the 2016-2017 "Budget and Program of Expenditures".

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

That the 2016-2017 Annual Action Plan and the 2016-2017 "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:

**2016-2017 HOUSING AND COMMUNITY DEVELOPMENT
BUDGET AND PROGRAM OF EXPENDITURES**

ACTIVITY	BUDGET	
CDBG		
Public Service		CAP 15%
Urban Ministries – Grace Assist	\$ 40,000.00	
Flourishing Families	\$ 31,000.00	
Urban Ministries – Safe House	\$ 25,000.00	
Radical Mission	\$ 20,000.00	
Community Action Agency	\$ 15,000.00	
Serenity House	\$ 6,000.00	
Greenhill Human Development	\$ 5,000.00	
Rehabilitation	\$229,599.00	
Acquisition	\$ 48,000.00	
Demolition and Clearance	\$ 50,000.00	
Infrastructure	\$100,000.00	
Neighborhood Public Facilities	\$200,000.00	
Administration		CAP 20%
General Administration	\$177,400.00	
Planning	\$ 10,000.00	
Fair Housing	\$ 5,000.00	
Total CDBG	<u>\$961,999.00</u>	
HOME		
Rehabilitation	\$228,585.00	
CHDO Set Aside	\$ 53,718.00	
Homebuyers Assistance	\$ 40,000.00	
Administration	\$ 35,812.00	
Total HOME	<u>\$358,115.00</u>	
EMERGENCY SOLUTIONS GRANT (STATE)		
Community Action Agency	\$ 50,000.00	
United Methodist Urban Ministries	\$ 37,283.00	
Serenity House	\$ 12,750.00	
Radical Missions	\$ 37,282.00	
Administration	\$ 10,298.00	
Total Emergency Solutions Grant	<u>\$147,613.00</u>	
PROGRAM INCOME		
CDBG 3% Loan Repayments	\$125,000.00	To be used for rehabilitation
HOME Loan Repayments	\$125,000.00	To be used for rehabilitation
Community Outreach Loan Repayments	\$ 15,000.00	To be used for housing activities
MADC Loan Pool	\$ 15,000.00	To be retained in the loan pool
Total Program Income	<u>\$280,000.00</u>	
Total Grant Resources	<u>\$1,747,727.00</u>	

Annual Action Plan



City of Clarksville, Tennessee

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

**For the one-year period
2016-2017**

City of Clarksville
Office of Housing and Community Development
One Public Square
Clarksville, TN 37040

CDBG Program Activities Budget \$961,999	Proposed Budget 2016/2017	Description of Program
Administration	\$177,400	Administration and planning activities associated with the management and monitoring of HUD funded projects and programs.
Planning	\$10,000	
Fair Housing	\$5,000	
Housing		
Rehabilitation 2016-2017	\$229,599	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.
Acquisition	\$48,000	Funds will be used to acquire land for the development of permanent affordable housing.
Neighborhood Public Facilities	\$200,000	Funds will be used for acquisition, construction, reconstruction or installation of public facilities and improvements including recreational facilities for youth in low income census tracts.
Infrastructure	\$100,000	Infrastructure projects in eligible census tracts that encourage the development of affordable residential housing.
Demolition & Clearance	\$50,000	Funds are used to pay for the demolition of blighted properties with in qualified census tracts. It is expected that 2 blighted structures will be demolished.
Public Services		
Community Action Agency	\$15,000	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.
Flourishing Families	\$31,000	
Greenhill Human Dev	\$5,000	
Radical Mission PHEAP	\$20,000	
Serenity House	\$6,000	
UMUM-Grace Assistance	\$40,000	
UMUM-Safe House	\$25,000	
TOTAL	\$961,999	

Estimated Prgram Income	\$125,000	
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HOME Program Activities Budget \$358,115	Proposed Budget 2016/2017	Description of Program
Administration	\$35,812	Administration and planning activities associated with the management and monitoring of HUD funded projects and programs.
Housing		
CHDO (Community Housing Development Organization Set-Aside)	\$53,718	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	\$40,000	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 2016 - 2017	\$228,585	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.
Totals	\$358,115	
Estimated Program Income	\$125,000	

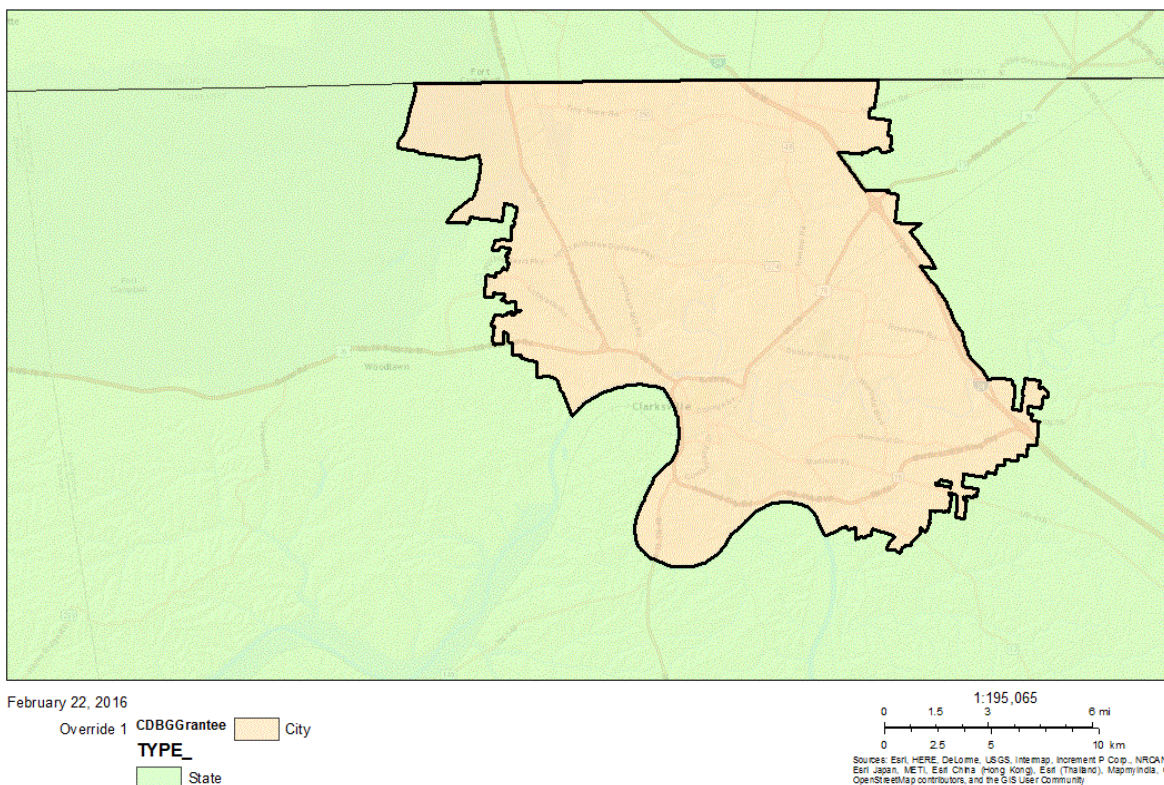
Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

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.

CDBG - Clarksville Action Plan 2016-2017



CDBG - Clarksville Action Plan 2016-2017

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Increase and preserve affordable housing:

- Fund homeowner rehab program
- Fund First Time Homebuyer Program
- Fund Low Income Housing Rental Projects with HOME Funds
- Continue to promote fair housing through education and training

Support accessibility improvements Revitalize targeted neighborhoods:

- Define "Targeted" neighborhoods using updated demographic data
- Review public infrastructure and ADA needs when determining project
- Purchase, construct and improve public facilities
- Reduce blight

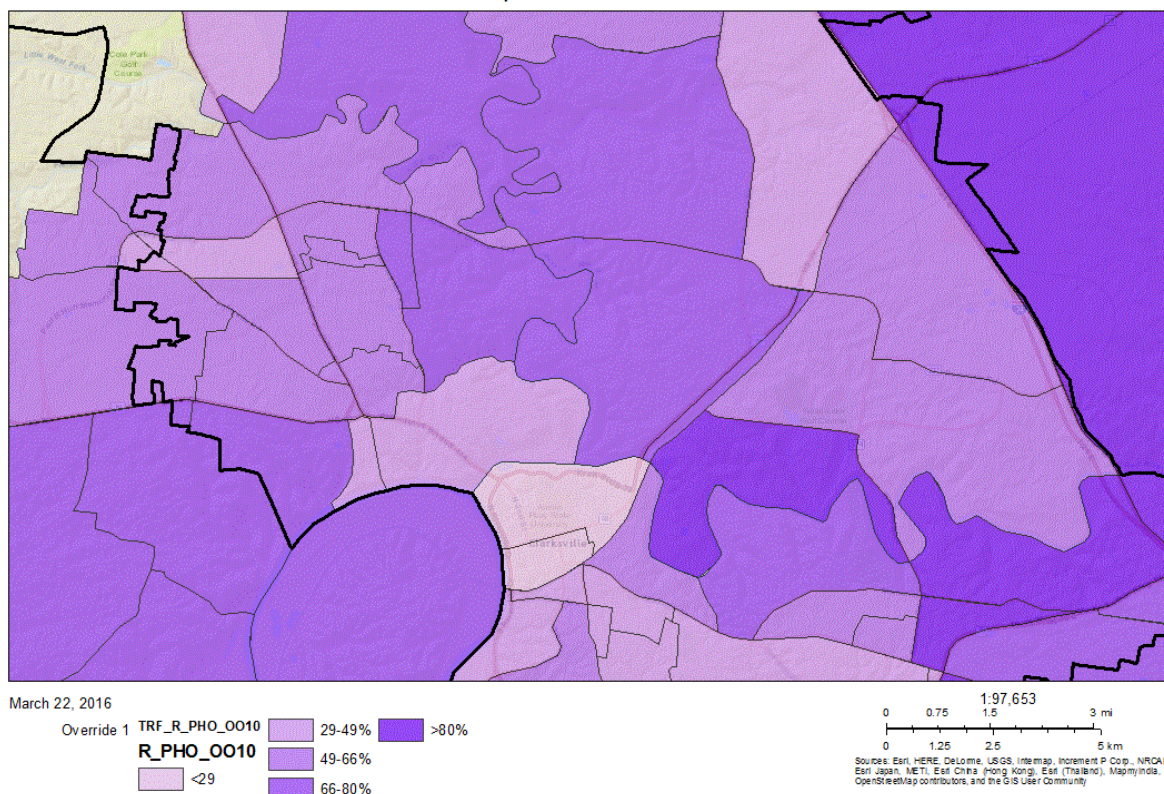
Provide supportive services for people who are homeless and those at the risk of homelessness:

- Target individuals who meet the chronically homeless definition
- Connect people who are homeless with services, shelter and food
- Provide services for people with special needs
- Promote services that improve overall efficiency of the homeless system

One-year priorities:

- Increase and preserve affordable housing
- Revitalize targeted neighborhoods
- Provide support services for persons who are homeless or persons at risk of homelessness
- Increase economic opportunity

% Owner Occupied - 2016-2017 Action Plan



% Owner Occupied - 2016-2017 Action Plan

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Year	FTHB	REHAB	LIHTC	DEMO	RECONST
2011-2012	11	24	0	1	5
2012-2013	9	14	180	5	4
2013-2014	9	15	0	3	2
2014-2015	6	18	0	1	1
totals	67	135	180	13	18

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Annual Action Plan
2016

The following measures were taken to encourage citizen participation:

- Posted draft plans electronically on the City website
- Published all meetings with the City Council in the local newspaper
- Solicited comments from interested social service agencies.
- Held two meetings at local school next to public housing targeting public housing residents
- Facilitated the Mayors Homeless Forum

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The following items were discussed during the public meetings held March 01, 2016 and January

- Get the word better
- More help for homeless service providers
- Revitalize blighted areas
- Clean up neighborhoods
- More rental housing
- More single family housing in low income areas

6. Summary of comments or views not accepted and the reasons for not accepting them

Housing and Community Development office will work toward achieving items discussed during the public meetings

7. Summary

The 2016-2017 Action Plan will help the department prepare for upcoming projects and a vision of what is possible. The plan will help create vibrant, healthy neighborhoods and create affordable housing opportunities, and use public resources more efficiently and effectively. The extensive public input into this process, as well as in-depth data analysis has created a realistic but ambitious strategic plan that has broad public support.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator			Office of Housing and Community Development
HOME Administrator			Office of Housing and Community Development

TABLE 1 – RESPONSIBLE AGENCIES

Narrative (optional)

Consolidated Plan Public Contact Information

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Consultation with the community and affected service providers is a fundamental component of the Action Plan process. The City of Clarksville welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City particularly encourages involvement by low and moderate income households residing in areas targeted for program activities (such as neighborhood revitalization areas and other neighborhoods), minorities and non-English speaking persons, as well as persons with disabilities. In addition, residents of public housing and other assisted housing are encouraged to participate. Finally, local and regional institutions and other organizations including businesses, neighborhood associations, housing developers, the Clarksville Housing Authority, and community and faith-based organizations are encouraged to become involved in the planning process. A special effort is made to assure that low and moderate income persons, households in areas assisted by program activities and persons special needs have opportunities to participate. The City will provide translators for non-English speaking persons who request assistance at least 3 days prior to hearings or other meetings in the planning process. Persons who need auxiliary aids or other assistance to be able to fully participate may request assistance at least 3 days in advance of the hearing or meeting. Drafts of the plans have been posted on the City CDBG webpage, City Hall and placed in local library branches.

Notices of public meetings and hearings have been published in the local newspaper.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

- Mayor appoints housing authority board members
- Worked with other jurisdictions including Montgomery County, the Housing Authority, the Continuum of Care provider, and Tennessee Housing Development Agency (THDA) to help prioritize housing needs, provide homeless services to leverage federal and state funds for affordable housing, community development and related services.
- Continuing to participate in coordinated efforts for shelter and services assisting homeless individuals and families.
- Attendance by staff for the Homeless No More steering committee.

- Facilitated the Mayors symposium on Homelessness in Clarksville
- Participate in local service provider coalition meetings
- Worked with THDA on Homeless issues

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Coordination with the Middle Tennessee Continuum of Care

The City of Clarksville is represented on the Homeless No More Steering Board and actively coordinates with others in the Continuum to address the needs of homeless individuals and families including the chronically homeless, veterans and unaccompanied youth. The City of Clarksville holds local homeless coalition meetings that in turn are taken to the Homeless No More Steering Board for inclusion into the Continuum of Care goals and objectives.

- Local meetings where needs are taken up to the Continuum of Care for inclusion into the bigger picture so the needs of the homeless individuals/families, chronically homeless, homeless veterans, and unaccompanied youth can be addressed.
- Member of the Homeless No More Board along with homeless and/or formerly homeless individuals that represents those in needs of services and represent a broad-based group that because of their knowledge and/or interest in homeless
- Member of the HNM Committees: Compliance, Point-in-Time, Housing Inventory County, and 10-Year Plan

- Actively participates in the Point-in-Time Street and Shelter Counts by coordinating local resources, i.e., shelters, law enforcement, social service agencies, and CoC
- Requires HMIS participation with grant recipients and through HNM HMIS Lead, the city monitors compliance with HMIS participation
- Supports CoC Goals and Objectives: 1) Housing Stability; 2) Increase income/skills; 3) Greater self-determination; 4) Linkages to mainstream resources
- Provides through the CoC, 15 one-bedroom units for chronically homeless through vouchers. Presents renewal application to the HNM Ranking and Priority Committee for consideration for renewal
- Develops affordable housing with CoC provider
- Supports the acquisition or rehabilitation of facilities to house those at-risk and/or who are homeless
- Collaborated on centralized / coordinated assessment tools for the HNM area
- Encourage programs to support children in homeless facilities that are identified through the school systems
- Coordinates ESG funds to be used for homeless prevention, emergency shelter, and rapid re-housing.
- Engages in the planning for homeless projects in the CoC based on project essentialness, cost effectiveness, quality, and whether the project addresses the homeless issues identified for the Homeless No More CoC area.

- Coordinates assistance between local providers and HNM CoC

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG funds are distributed through THDA state agency, all CoC who want ESG funding must apply to THDA to include our office, consultation:

- As member of HNM Board, the City of Clarksville has contributed to the development of policies and procedures for the administration of the HMIS
- The Point-in-Time and Housing Inventory County serves as a part of the foundation in determining how to allocate ESG funds and in the development of performance standards & outcomes set forth by HUD's overall goals.
- At a minimum, the HNM CoC HMIS provides the city with HMIS reports, i.e., are ESG funded agencies enrolling homeless individuals/families into the HMIS; level of quality data being entered into the HMIS; & outcomes.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

TABLE 2 – AGENCIES, GROUPS, ORGANIZATIONS WHO PARTICIPATED

1	Agency/Group/Organization	SALVATION ARMY
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The attend bi-monthly meetings
2	Agency/Group/Organization	City of Clarksville
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Bi monthly meeting with service providers helped improve communication among the group.
3	Agency/Group/Organization	Centerstone
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The attend bi-monthly meetings
4	Agency/Group/Organization	Serenity House Women's Shelter
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The attend bi-monthly meetings
5	Agency/Group/Organization	Radical Missions
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
6	Agency/Group/Organization	Workforce Essentials
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Employment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
7	Agency/Group/Organization	Clarksville Montgomery County Public Library
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Education
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

8	Agency/Group/Organization	safe harbor
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
9	Agency/Group/Organization	United Methodist Urban Ministries
	Agency/Group/Organization Type	Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
10	Agency/Group/Organization	Flourishing Families
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
11	Agency/Group/Organization	Clarksville Montgomery County Community Action Agency
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	
12	Agency/Group/Organization	Greenhill Human Development
	Agency/Group/Organization Type	Services-Children Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agencies meet bi-monthly to discuss issues, and to network. The outcome is our network is measurable, providers know who to call when situations arise.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Buffalo Valley	Homeless No More

TABLE 3 – OTHER LOCAL / REGIONAL / FEDERAL PLANNING EFFORTS

Narrative (optional)

The HNM coalition's strategies to reduce homelessness and chronic homelessness in the rural middle Tennessee area is based on three levels of housing needs, services and resources currently in the region and seeking additional resources that are needed in each of the service areas. These three levels of housing are Emergency Shelters, Transitional Housing and Permanent Supportive Housing

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Public meeting held in the city's lowest income census tract, meeting help one block from public housing area.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community		community was interested in how we could market our program better	all comments were accepted	
3	Public Meeting	Residents of Public and Assisted Housing				

TABLE 4 – CITIZEN PARTICIPATION OUTREACH

DRAFT

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

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.

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	961,999	125,000	0	1,086,999	3,260,997	Clarksville has taken action to assist homebuyers and organizations in applying for available of HOME funds and leveraging other resources to implement the First Time Home Buyers program. Clarksville works with representatives from the private lending community, financial experts, and private and non-profit housing developers and consultants who can provide technical expertise single family real estate.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	358,115	125,000	0	483,115	1,449,345	
Continuum of Care	public - federal	Admin and Planning Housing	0	0	0	0	0	
Other	public - state	Admin and Planning Public Services	0	0	0	0	0	

TABLE 5 - EXPECTED RESOURCES – PRIORITY TABLE

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Clarksville's federal fund allocations will compliment a number of other resources that impact community development.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

CDBG funds are used for blight clearance, and a lien is placed on the property after it is cleaned up. The property becomes publically owned land, and is offered to non-profits like habitat for humanity.

Discussion

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Revitalize targeted neighborhoods	2015	2020	Non-Housing Community Development	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown	Neighborhood Revitalization Rehabilitate Public Facilities and Infrastructure		
2	Build community infrastructure and service capacity	2015	2020	Non-Housing Community Development	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown	Rehabilitate Public Facilities and Infrastructure		
3	Assist homeless and at-risk of homelessness with	2015	2020	Homeless		Increase Permanent Supportive Housing for Homeless		

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Expand and preserve Affordable Housing	2015	2020	Affordable Housing	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown	Neighborhood Revitalization Rehabilitation of Existing Housing		
5	Admin and Planning	2015	2019	Admin and Planning		Affirmatively Further Fair Housing Choice Provide Administrative Structure for Planning, Imp		

TABLE 6 – GOALS SUMMARY

Goal Descriptions

1	Goal Name	Revitalize targeted neighborhoods
	Goal Description	
2	Goal Name	Build community infrastructure and service capacity
	Goal Description	
3	Goal Name	Assist homeless and at-risk of homelessness with
	Goal Description	

4	Goal Name	Expand and preserve Affordable Housing
	Goal Description	
5	Goal Name	Admin and Planning
	Goal Description	

TABLE 7 – GOAL DESCRIPTIONS

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

AP-35 Projects – 91.220(d)

Introduction

This section of the report indicated how the proposed 2016 Action Plan projects relate to the Consolidated Plan goals and objectives. Clarksville organizes a volunteer committee comprised of community members to prioritize and approve funding allocations.

#	Project Name
1	CDBG AND HOME ADMINISTRATION
2	PLANNING
3	FAIR HOUSING
4	HOMEOWNER OCCUPIED HOUSING REHAB PROGRAM
5	FIRST-TIME HOMEBUYER PROGRAM
6	ACQUISITION
7	DEMOLITION AND CLEARANCE
8	INFRASTRUCTURE
9	NEIGHBORHOOD PUBLIC FACILITIES
10	HOME PROGRAM CHDO SET-ASIDE
11	CDBG PUBLIC SERVICE

TABLE 8 – PROJECT INFORMATION

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Projects

AP-38 Projects Summary Project Summary Information

TABLE 9 – PROJECT SUMMARY

1	Project Name	CDBG AND HOME ADMINISTRATION
	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Admin and Planning
	Needs Addressed	Provide Administrative Structure for Planning, Imp
	Funding	CDBG: \$202,400 HOME: \$35,812
	Description	PROJECT MANAGEMENT, IMPLEMENTATION, INSPECTION AND MONITORING OF ALL HOUSING AND COMMUNITY DEVELOPMENT PROJECTS. ADMINISTRATION FUNDS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: GENERAL OPERATING EXPENSES, PRINTING, MISCELLANEOUS SERVICES AND CHARGES, LEGAL EXPENSES, TRAVEL, ETC.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	ADMINISTRATION FUNDS FOR CDBG AND HOME GRANTS
2	Project Name	PLANNING
	Target Area	
	Goals Supported	Admin and Planning
	Needs Addressed	Provide Administrative Structure for Planning, Imp
	Funding	CDBG: \$10,000
	Description	PLANNING ACTIVITIES ASSOCIATED WITH THE MANAGEMENT AND MONITORING OF HUD FUNDED PROJECTS AND PROGRAMS.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	PLANNING ACTIVITIES FOR THE CDBG GRANT.
3	Project Name	FAIR HOUSING
	Target Area	
	Goals Supported	Expand and preserve Affordable Housing
	Needs Addressed	Affirmatively Further Fair Housing Choice
	Funding	CDBG: \$5,000
	Description	FAIR HOUSING OUTREACH AND ASSISTANCE TO LOW TO MODERATE INCOME INDIVIDUALS AND FAMILIES WITH A VARIETY OF HOUSING PROBLEMS.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	FAIR HOUSING OUTREACH AND ASSISTANCE TO LOW TO MODERATE INCOME INDIVIDUALS AND FAMILIES WITH A VARIETY OF HOUSING PROBLEMS.
4	Project Name	HOMEOWNER OCCUPIED HOUSING REHAB PROGRAM
	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Expand and preserve Affordable Housing
	Needs Addressed	Rehabilitation of Existing Housing Neighborhood Revitalization
	Funding	CDBG: \$329,599 HOME: \$353,585
	Description	PROGRAM IS DESIGNED TO ASSIST LOW AND MODERATE INCOME HOUSEHOLDS FOR CODE RELATED REPAIRS INCLUDING WATER AND SEWER HOOK-UP AND ACCESSIBILITY MODIFICATIONS. THE PROGRAM WILL BE AVAILABLE CITY-WIDE. 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.
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	20 LOW TO MODERATE INCOME FAMILIES OR HOUSEHOLDS
	Location Description	
	Planned Activities	PROGRAM IS DESIGNED TO ASSIST LOW AND MODERATE INCOME HOUSEHOLDS FOR CODE RELATED REPAIRS INCLUDING WATER AND SEWER HOOK-UP AND ACCESSIBILITY MODIFICATIONS. THE PROGRAM WILL BE AVAILABLE CITY-WIDE. 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.
5	Project Name	FIRST-TIME HOMEBUYER PROGRAM
	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Expand and preserve Affordable Housing
	Needs Addressed	Neighborhood Revitalization
	Funding	HOME: \$40,000
	Description	FUNDS ARE PROVIDED TO LOW AND MODERATE INCOME RESIDENTS FOR DOWNPAYMENT AND CLOSING COSTS TO PURCHASE HOMES WITHIN THE CLARKSVILLE CITY LIMITS. ELIGIBLE BORROWERS WILL RECEIVE A LOAN FOR DOWNPAYMENT ASSISTANCE AND A 10-YEAR FORGIVABLE LOAN FOR CLOSING COSTS.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	8 LOW TO MODERATE INCOME HOUSEHOLDS

	Location Description	
	Planned Activities	FUNDS ARE PROVIDED TO LOW AND MODERATE INCOME RESIDENTS FOR DOWNPAYMENT AND CLOSING COSTS TO PURCHASE HOMES WITHIN THE CLARKSVILLE CITY LIMITS. ELIGIBLE BORROWERS WILL RECEIVE A LOAN FOR DOWNPAYMENT ASSISTANCE AND A 10-YEAR FORGIVABLE LOAN FOR CLOSING COSTS.
6	Project Name	ACQUISITION
	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Revitalize targeted neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$48,000
	Description	FUNDS ARE DESIGNATED TO ACQUIRE LAND WITHIN THE CITY LIMITS FOR THE DEVELOPMENT OF PERMANENT AFFORDABLE HOUSING.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	1 LOW TO MODERATE INCOME FAMILY
	Location Description	
	Planned Activities	FUNDS ARE DESIGNATED TO ACQUIRE LAND WITHIN THE CITY LIMITS FOR THE DEVELOPMENT OF PERMANENT AFFORDABLE HOUSING.
7	Project Name	DEMOLITION AND CLEARANCE

	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Revitalize targeted neighborhoods
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$50,000
	Description	BLIGHTED AREAS IN A COMMUNITY ARE DETERIMENTAL TO THE HEALTH AND WELL-BEING OF THE NEIGHBORHOODS. CDBG FUNDS WILL BE USED TO STRENGTHEN CODE ENFORCEMENT INITIATIVES CITY-WIDE AND PARTICULARLY TARGET AREAS WHERE THERE IS SIGNIFICANT NEED.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	ESTIMATE 2 BUILDINGS WILL BE DEMOLISHED
	Location Description	
	Planned Activities	BLIGHTED AREAS IN A COMMUNITY ARE DETERIMENTAL TO THE HEALTH AND WELL-BEING OF THE NEIGHBORHOODS. CDBG FUNDS WILL BE USED TO STRENGTHEN CODE ENFORCEMENT INITIATIVES CITY-WIDE AND PARTICULARLY TARGET AREAS WHERE THERE IS SIGNIFICANT NEED.
8	Project Name	INFRASTRUCTURE
	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Build community infrastructure and service capacity

	Needs Addressed	Rehabilitate Public Facilities and Infrastructure
	Funding	CDBG: \$100,000
	Description	INFRASTRUCTURE PROJECTS IN ELIGIBLE CENSUS TRACTS THAT ENCOURAGE THE DEVELOPMENT OF AFFORDABLE RESIDENTIAL HOUSING.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	AREA BENEFIT OF 13,490 PERSONS
	Location Description	
	Planned Activities	INFRASTRUCTURE PROJECTS IN ELIGIBLE CENSUS TRACTS THAT ENCOURAGE THE DEVELOPMENT OF AFFORDABLE RESIDENTIAL HOUSING.
9	Project Name	NEIGHBORHOOD PUBLIC FACILITIES
	Target Area	NEW PROVIDENCE HILL SOUTH CLARKSVILLE NEIGHBORHOOD Downtown
	Goals Supported	Revitalize targeted neighborhoods
	Needs Addressed	Rehabilitate Public Facilities and Infrastructure
	Funding	CDBG: \$200,000
	Description	FUNDS WILL BE USED FOR ACQUISITION, CONSTRUCTION, RECONSTRUCTION OR INSTALLATION OF PUBLIC FACILITIES AND IMPROVEMENTS INCLUDING RECREATIONAL FACILITIES FOR YOUTH IN LOW INCOME CENSUS TRACTS
	Target Date	6/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	AREA BENEFIT OF 7906 PERSONS
	Location Description	
	Planned Activities	FUNDS WILL BE USED FOR ACQUISITION, CONSTRUCTION, RECONSTRUCTION OR INSTALLATION OF PUBLIC FACILITIES AND IMPROVEMENTS INCLUDING RECREATIONAL FACILITIES FOR YOUTH IN LOW INCOME CENSUS TRACTS
10	Project Name	HOME PROGRAM CHDO SET-ASIDE
	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Expand and preserve Affordable Housing
	Needs Addressed	Increase Permanent Supportive Housing for Homeless
	Funding	HOME: \$53,718
	Description	TO PROVIDE AFFORDABLE, DECENT, SAFE AND SANITARY HOUSING OPPORTUNITIES FOR LOW AND MODERATE INCOME FAMILIES AND INDIVIDUALS
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	1 RENTAL UNIT FOR A LOW TO MODERATE INCOME FAMILY OR HOUSEHOLD

	Planned Activities	TO PROVIDE AFFORDABLE, DECENT, SAFE AND SANITARY HOUSING OPPORTUNITIES FOR LOW AND MODERATE INCOME FAMILIES AND INDIVIDUALS
11	Project Name	CDBG PUBLIC SERVICE
	Target Area	NEW PROVIDENCE HILL RED RIVER NEIGHBORHOOD SOUTH CLARKSVILLE NEIGHBORHOOD Northwest Clarksville Downtown
	Goals Supported	Assist homeless and at-risk of homelessness with
	Needs Addressed	Provide Support for Emergency Housing and Support
	Funding	CDBG: \$142,000
	Description	TO PROVIDE NONPROFIT PUBLIC SERVICE AGENCIES FUNDING TO PROVIDE VARIOUS SERVICES TO HOMELESS, THOSE AT RISK OF HOMELESSNESS, DOMESTIC VIOLENCE VICTIMS, LOW TO MODERATE HOUSEHOLDS IN NEED OF UTILITY ASSISTANCE, AIR CONDITIONERS/HEATERS, AND CASE MANAGEMENT, ETC.
	Target Date	6/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	PROVIDE FUNDING TO THE FOLLOWING SUBRECIPIENTS: COMMUNITY ACTION AGENCY, FLOURISHING FAMILIES, GREENHILL HUMAN DEVELOPMENT, RADICAL MISSION, SERENITY HOUSE, AND URBAN MINISTRIES GRACE ASSISTANCE AND SAFE HOUSE PROGRAMS.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG and HOME funds can be used throughout the city. Areas of high minority concentration include New Providence, Red River District, Downtown and South Clarksville. New Providence and Red River have the highest concentration of minorities in the city.

Geographic Distribution

Target Area	Percentage of Funds
NEW PROVIDENCE HILL	
RED RIVER NEIGHBORHOOD	
SOUTH CLARKSVILLE NEIGHBORHOOD	
Northwest Clarksville	
Downtown	

TABLE 10 - GEOGRAPHIC DISTRIBUTION

Rationale for the priorities for allocating investments geographically

The City does not distribute assistance strictly by geographic area however, the City has designated five low- low to moderate-income census tracts as target areas. Housing rehabilitation and Homebuyers assistance can be used throughout the city. Infrastructure and public facilities improvements will be limited to target areas.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Clarksville partners with THDA and several non-profit agencies to assist in projects designed to provide affordable homeowner housing including assistance to people with disabilities and homeless individuals and families. Clarksville operates a housing rehabilitation program within the city limits. Projects are limited to complete basic home repairs and improvements meeting Clarksville's rehabilitation specifications and minimum standards. Repairs will be made for homeowners who are 80% or less of the area median income (AMI).

One Year Goals for the Number of Households to be Supported	
Homeless	1
Non-Homeless	1
Special-Needs	1
Total	3

TABLE 11 - ONE YEAR GOALS FOR AFFORDABLE HOUSING BY SUPPORT REQUIREMENT

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	20

TABLE 12 - ONE YEAR GOALS FOR AFFORDABLE HOUSING BY SUPPORT TYPE

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

CHA continues to address the needs of public housing by improving the housing stock. Exterior renovations will include door and window/security screen replacements, security cameras, playground equipment. Design work for a duplex will be completed this year with construction to begin in 2016.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Monthly resident meetings are held to encourage resident involvement. Periodic notices, monthly calendars and a quarterly newsletter are delivered to each resident household informing them of meetings, activities and information the residents need to keep abreast of opportunities and activities that affect their communities. Partnerships with churches, banks, civic organizations, social service organizations, and local businesses have been made to provide resources and opportunities for the residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

The Clarksville Office of Housing & Community Development has provided on site homeownership workshops for CHA residents in the past. CHA will request THDA to provide this training again. Plans are currently being made with other partners to provide additional homeownership training and credit counseling.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs The City of Clarksville will continue to engage in its street outreach and engagement activities in order to outreach to homeless populations. These activities include an annual Point-In-Time Count, which helps identify homeless residents and assess their needs. The following needs are assessed during the annual count: chronic homelessness, homeless children and unaccompanied youth, the racial and ethnic makeup of the homeless population, mental health needs, and presence of a chronic health need or disability. The County will support and facilitate an expansion of street outreach to include multi-disciplinary practitioners from law enforcement, social services, health care, mental health care, faith-based groups, volunteers, non-profits, community-based organizations, and substance abuse recovery centers in alignment with its overall plan to end homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city of Clarksville will support the following one-year goals.

- 1) Provide funds to support emergency shelter renovations
- 2) Provide funds to support shelter operations and transitional housing.
- 3) Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private

agencies that addresses housing, health, social services, employment, education, or youth needs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The city has several strategic steps to address homeless prevention, which are detailed in the middle Tennessee Continuum of Care's 10-year plan to end Homelessness. The city will continue to support and facilitate actions on these steps.

Discussion

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Barriers to affordable housing can present in a variety of aspects and multiple entities including, but not limited to government and political agencies, banking and financial institutions, insurance industry regulations, zoning regulations, social and economic variables, neighborhood conditions, public policy legislation, and fair housing enforcement.

There are no incentives to produce affordable housing anywhere in the city. Despite attempts to develop affordable housing through the use of zoning and incentives, it has proven difficult to get developers to undertake affordable projects or to include affordable units in market rate projects.

Most of the single family and multi-family housing being built is for the active duty military. There is very little if any affordable housing being built particularly for families in the low to moderate-income range. The affordable units that are being built are built with Low Income Housing Tax Credits, and these are being jeopardized by the state controller and local tax assessor who have decided to tax the tax credits themselves and the units.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Educate audiences on the need for affordable housing and address affordable housing myths (i.e. it will reduce my property values). Invest resources into land-assemblage and demolition to ready sites for affordable housing development. Increase financial resources dedicated to affordable housing. Currently, the City bears the burden of affordable housing supply.

Montgomery County Tax assessor and the State of TN Comptroller have implemented a policy to tax Low Income House Tax Credit projects. They tax the buildings and the tax credits themselves. For some reason they have singled out affordable housing to attack.

Discussion

AP-85 Other Actions – 91.220(k)

Introduction

This section reports additional efforts the city will undertake during the 2015-2016 program year to address residents' housing and community developments needs. The city of Clarksville has multiple strategies to meet the needs of the community. The CDBG and HOME play an important role in the revitalization of the city. Despite the city's targeted use of federal and local resources to meet the underserved needs of the community, obstacles to meeting these needs persist. The goals set forth in this plan position the city to continue its focus on meeting needs in the areas of single-family housing, supportive services, and economic development. The city will continue to allocate federal and state resources to meet these needs and work with partners to identify and address underserved needs.

Actions planned to address obstacles to meeting underserved needs

While the City has pursued a variety of strategies to impact the identified needs of the community, the primary obstacle to meeting the underserved needs is the lack of sufficient financial resources. See the annual objectives and description of activities and identified need for specific projects and anticipated Beneficiaries/outcomes. Housing actions will primarily be accomplished through the administration of CDBG and HOME funds. Applications for both programs are accepted by OCHD on a year round basis to allow applicants ample time to prepare for their project.

Actions planned to foster and maintain affordable housing

The City fosters and maintains affordable housing by:

- Providing funds each year for the rehabilitation of owner occupied housing for people of low and moderate income;
- Supporting projects using low income tax credit financing
- Promoting affordable and public housing projects;

Actions planned to reduce lead-based paint hazards

Clarksville funds programs and manages a housing rehabilitation program; both of which require a lead based paint inspection on all homes built prior 1978. Approximately 20,000 units (37.1%) were constructed before 1980, and thus might have lead-based paint hazard though only 2.5 % of the units were constructed before 1940 and only 11.3% were built before 1960. Because of the surge in growth in the preceding two decades, the median age for housing units in Clarksville is 1989.

Actions planned to reduce the number of poverty-level families

Clarksville has a substantial number of households with an income of less than \$15,000: indeed 15.8 percent of households, some 7438 households, are below this figure. By definitions, 48.8 percent of Clarksville households are in the lowest median income categories. Poverty is an issue in Clarksville as 16.1 percent of the population had income in the preceding months that was below the established

poverty level. Clarksville will use its CDBG and HOME funds to reduce the impacts of poverty on low and moderate-income families and individuals in the community while working diligently to help move people out of poverty. Working with community leaders, workforce development programs, job training opportunities for low-income persons will be looked at for ways to expand public service programs aimed at increasing self-sufficiency will be supported. . The following strategies consistent with Clarksville's overall Consolidated Plan strategies, will play a role in combating poverty:

- Support community vitality through activities that promote a diverse economic base and family wage jobs while providing opportunities for low and moderate-income people to become financially independent;
- Support services designed to expand available affordable housing and services to assist homeless people to reach self-sufficiency; and
- Support programs that identify people who are homeless, assess their needs, and move them into appropriate housing and supportive services.
- Support activities which bring additional business and jobs into the community.

Actions planned to develop institutional structure

The Clarksville Office of Housing and Community Development is reviewing ways in which CDBG and HOME can be more integrated into community and economic development. The city will contribute to capacity build in the institutional structure by continuing to encourage coordination among service agencies, participating in cooperative efforts such as Middle Tennessee Affordable housing coalition, and the local homeless coalition, and the Veterans Outreach service providers.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Clarksville staff will serve on the Middle Tennessee Continuum of Care steering Committee, and the Middle Tennessee Affordable Housing Coalition. The staff will continue to coordinate with the Lincoln Homes Resident Council, along with other housing providers on housing needs for the low-income populations.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City of Clarksville does not use HOME funds other than dictated by 92.205

DRAFT

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the **Property** or any interest in it is sold or transferred (or if a beneficial interest in **Borrower** is sold or transferred and **Borrower** is not a natural person) or fails to be used as the **Borrower's** principal residence without **Beneficiary's** prior written consent, **Beneficiary** may, at its option, require immediate payment in full of all sums secured by this **Security Instrument**. For purposes of this deed of trust the sale or transfer of any part or interest in the property shall include but not be limited to transfers by deed, lease, contract, option, will or by intestate succession. Any such transfer shall render any and all amounts due under the note immediately due and payable.

DEED OF TRUST section 16 Transfer of the Property or a Beneficial Interest in Borrower.

If **Beneficiary** exercises this option, **Beneficiary** shall give **Borrower** notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which **Borrower** must pay all sums secured by this **Security Instrument**. If **Borrower** fails to pay these sums prior to the expiration of this period, **Beneficiary** may invoke any remedies permitted by this **Security Instrument** without further notice or demand on **Borrower**.

Program overview

109. *Use of Recaptured Funds:*

All funds repaid to the City will be used to carry out local low income housing programs. These funds will be expended on a regular basis, and will not be allowed to accumulate for more than five years.

e) **Compliance Period**

Loans and grants made under the First-Time Homebuyer program require an affordability period of a minimum of five years, per the HOME Investment Partnership Program requirements. Should the property be sold or otherwise transferred prior to the five year affordability period, the down payment and closing costs shall immediately become due and payable.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Please refer to the response to question AP 90 #2.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Clarksville does not anticipate using HOME funds in this manner.

Discussion

RESOLUTION 47-2015-16

A RESOLUTION ACCEPTING THE PROPOSAL FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR A PROJECT ON SR-237/ROSSVIEW ROAD

WHEREAS, the Tennessee Department of Transportation proposes to construct a project in the City of Clarksville for Federal Project No. STP-M-237(14), State Project No. 63LPLM-F3-030; and

WHEREAS, the above referenced project is described as SR-237/Rossvie Road.

WHEREAS, the City of Clarksville agrees to cooperate with TDOT as set forth in this proposal so that the general highway program may be carried out in accordance with the intent of the Tennessee General Assembly.

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

That the Clarksville City Council hereby accepts the proposal, attached hereto as Exhibit A, from the Tennessee Department of Transportation for Federal Project No. STP-M-237(14), State Project No. 63LPLM-F3-030, known as SR-237/Rossvie Road.

ADOPTED:



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REGION 3 RIGHT OF WAY DIVISION
8801 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4200

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

DATE: APRIL 13, 2016

Jack Frazier
City of Clarksville
199 10th Street
Clarksville, TN 37040

RE: Proposal for Acceptance
STATE PROJ. #: 63LPLM-F3-030
FED PROJ. #: STP-M-237(14)
COUNTY(s) **Montgomery**
PIN #: **112874.00**
DESCRIPTION: **SR-237 Rossview Road**

Dear Mr. Frazier:

Enclosed you will find an original and two (2) copies of a proposal to be presented before your agency councilmembers for acceptance of same by Ordinance or Resolution, whichever is applicable.

Following acceptance, two (2) copies of the proposals should be returned to me, each accompanied by a certified copy of the Ordinance or Resolution, whichever is applicable. Please note on the original Ordinance or Resolution the book and page number where same has been properly recorded. A sample Resolution is enclosed should the city not already have one available.

It is important that this proposal be accepted as soon as possible in order not to delay the project from being let to contract as scheduled. If you have any questions or anticipate any delay in the acceptance of the proposal, please feel free to call me.

Sincerely yours,

Mark D. Priest

TDOT Regional ROW Manager
Phone: 615.350.4200

P R O P O S A L
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE CITY OF CLARKSVILLE, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the City of Clarksville, Tennessee, hereinafter "CITY", designated as Federal Project No. STP-M-237(14) State Project No. 63LPLM-F3-030 that is described as "SR-237 Rossview Road" provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

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

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

3. The CITY will transfer or cause to be transferred to the DEPARTMENT without cost

to it, all land owned by the CITY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

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

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

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

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

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of

the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

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

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

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

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

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

13. The CITY will prohibit encroachments of any kind upon the right-of-way and easements for the project.

14. The CITY will prohibit the servicing of motor vehicles within the right-of-way and easements for the project.

15. The CITY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic.

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

17. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The CITY agrees to maintain other parts of non-access control projects.

18. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 15 of this Proposal.

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

20. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein.

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

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

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 2016.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

RESOLUTION 48-2015-16

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF UP TO \$110,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2016 OF THE CITY OF CLARKSVILLE, TENNESSEE; AND AUTHORIZING THE CASH DEFEASANCE OF CERTAIN OUTSTANDING BONDS OF THE WATER, SEWER AND GAS SYSTEM.

WHEREAS, the City of Clarksville, Tennessee (the "Municipality") previously entered into those certain Loan Agreements (the "Refunded Loans"), dated July 1, 2013 and December 15, 2014 by and between the Municipality and The Public Building Authority of the City of Clarksville, Tennessee (the "PBA"), in the original aggregate principal amount of not to exceed \$80,000,000, funded by the issuance of the PBA's Variable Rate Local Government Loan Program Bond, Series 2013 (City of Clarksville Water and Wastewater System Loan), dated July 1, 2013 and the PBA's Variable Rate Local Government Loan Program Bond, Series 2014 (City of Clarksville Water and Wastewater System Loan) dated December 15, 2014 (together, the "PBA Bonds"); and

WHEREAS, the Municipality used the proceeds of the Refunded Loans to finance the construction of capital improvements to the Municipality's water, sewer and gas system (the "System") on a short-term basis, in anticipation of long-term financing for such improvements; and

WHEREAS, the Municipality previously issued its Water, Sewer and Gas Revenue Refunding and Improvement Bonds, Series 2007, dated April 27, 2007 (the "Series 2007 Bonds"); 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, the Municipality has determined that it is in the best interest of the Municipality to issue bonds for the purposes of refinancing the Refunded Loans and, in connection or therewith, the PBA Bonds, in order to provide long-term, fixed-rate financing for the capital projects financed thereby; and

WHEREAS, the Municipality has determined that it is in the best interest of the Municipality to issue bonds for the purposes of refinancing all or a portion of the Series 2007 Bonds for the purpose of achieving debt service savings; and

WHEREAS, the plan of refunding for the Refunded Loans and the Series 2007 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 the State Director has acknowledged receipt thereof and reported thereon to the Municipality; and

WHEREAS, the Municipality wishes to issue the bonds under the resolution of the City Council of the Municipality adopted on February 7, 1985, as supplemented and amended on February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and June 7, 2001, as amended and restated on May 6, 2004, as further supplemented and amended on March 29, 2007, April 7, 2011 and June 6, 2013, and as may be further supplemented and amended (the "Master Resolution") on a parity and equality of lien on the revenues of the System with the Municipality's outstanding Water, Sewer and Gas Revenue Refunding Bonds, Series 2002, dated January 31, 2002 (the "Series 2002 Bonds"), any remaining outstanding Series 2007 Bonds, Water, Sewer and Gas Revenue Refunding Bonds, Series 2011, dated April 25, 2011 (the "Series 2011 Bonds") and Water, Sewer and Gas Revenue Refunding Bonds, Series 2013, dated June 27, 2013 (the "Series 2013 Bonds", and together with the Series 2002 Bonds, the Series 2007 Bonds and the Series 2011 Bonds, the "Outstanding Bonds"); and

WHEREAS, the Municipality has determined that it is in the best interest of the System to apply System funds to the cash defeasance of a portion of the Outstanding Bonds in order to trigger the

effectiveness of those Master Resolution amendments set forth in the June 6, 2013 resolution of the Governing Body, thereby alleviating the requirement of funding of a debt service reserve fund for the bonds authorized herein.

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

SECTION 1. 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, and other applicable provisions of law.

(b) 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 2016 Bonds, as proposed herein, are consistent with the Municipality's debt management policy. The Governing Body also hereby acknowledges receipt of the Report on Plan of Refunding and all cost and other disclosures regarding the Series 2016 Bonds required by the debt management policy.

SECTION 2. Definitions. Capitalized terms used in this resolution but not defined in this section shall have the meanings ascribed in the Master Resolution. In addition to the terms defined in the preamble, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bond Purchase Agreement” means the Bond Purchase Agreement, dated as of the sale of the Series 2016 Bonds, entered into by and between the Municipality and the Underwriter, in substantially the form of the document attached hereto as Exhibit A, subject to such changes as permitted by Section 9 hereof, as approved by the Mayor, consistent with the terms of the Master Resolution;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “Clerk” means the City Clerk of the Municipality;

(d) “Commissioner of Finance and Revenue” means the Commissioner of Finance and Revenue of the Municipality (or such officer acting in his or her capacity);

(e) “Depository” means 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;

(f) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(g) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(h) “Escrow Agent” means U.S. Bank, National Association, Nashville, Tennessee;

- (i) “Escrow Agreement” means the Escrow Agreement between the Municipality and the Escrow Agent in a form similar to the form attached hereto as Exhibit B;
- (j) “Financial Advisor” means Public Financial Management, Inc.;
- (k) “Governing Body” means the City Council of the Municipality;
- (l) “Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;
- (m) “Mayor” means the Mayor of the Municipality;
- (n) “Municipality” has the meaning ascribed in the preamble hereto;
- (o) “Outstanding Bonds” has the meaning ascribed in the preamble hereto;
- (p) “PBA” and “PBA Bonds” shall have the meaning ascribed in the preamble hereto;
- (q) “Refunded Loans” has the meaning ascribed in the preamble hereto;
- (r) “Registration Agent” means U.S. Bank, National Association, Nashville, Tennessee, or any successor designated by the Governing Body;
- (s) “Series 2002 Bonds” has the meaning ascribed in the preamble hereto;
- (t) “Series 2007 Bonds” has the meaning ascribed in the preamble hereto;
- (u) “Series 2011 Bonds” has the meaning ascribed in the preamble hereto;
- (v) “Series 2013 Bonds” has the meaning ascribed in the preamble hereto;
- (w) “Series 2016 Bonds” means the Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 authorized to be issued herein;
- (x) “Trustee” means The Bank of New York Mellon Trust Company, N.A., or its successor or assignee, as trustee with respect to the PBA Bonds; and
- (y) “Underwriter” means Morgan Stanley & Co. LLC, and the other underwriters designated in the Bond Purchase Agreement by the Mayor.

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

(a) General Terms. For the purpose of providing funds to (i) refund the Refunded Loans and thereby retire the PBA Bonds; (ii) refund all or a portion of the Series 2007 Bonds; and (iii) pay costs incident to the issuance and sale of the Series 2016 Bonds, all as more fully set forth in Section 10 hereof, the Governing Body hereby authorizes the issuance of its water, sewer and gas revenue refunding bonds in an aggregate principal amount not to exceed \$110,000,000. The Series 2016 Bonds shall be issued in fully registered form, without coupons, shall be known as “Water, Sewer and Gas Revenue Refunding Bonds, Series 2016” and shall be dated their date of issuance, or bear such other series designation and dated date as shall be established pursuant to Section 9 hereof. The Series 2016 Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by State law at the time of the sale of the Series 2016 Bonds, and subject to the adjustments permitted pursuant to Section 9 hereof, such interest

shall be payable semi-annually on the first day of February and August in each year commencing August 1, 2016, or such other date as shall be established pursuant to Section 9 hereof. The Series 2016 Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the Underwriter. The Series 2016 Bonds shall mature, either serially or through mandatory redemption, commencing February 1, 2017 and continuing on the first day of February of each year thereafter through and including February 1, 2041, the final maturity date (subject to the adjustments permitted pursuant to Section 9 hereof), in such amounts as shall be set forth in the Bond Purchase Agreement.

(b) Optional Redemption. Series 2016 Bonds maturing on or before February 1, 2026 may not be redeemed prior to their maturities. Subject to the adjustments permitted pursuant to Section 9 hereof, the Municipality may redeem Series 2016 Bonds maturing on or after February 1, 2027 at any time, in whole or in part, on or after February 1, 2026, at a price of par plus accrued interest to the redemption date. If less than all the Series 2016 Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Series 2016 Bonds within a single maturity shall be called for redemption, the Series 2016 Bonds within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2016 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2016 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

(ii) if the Series 2016 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2016 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) Mandatory Redemption. Pursuant to Section 9 hereof, the Mayor is authorized to sell the Series 2016 Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Series 2016 Bonds are sold as term bonds, the Municipality shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein or as determined by the Mayor, in aggregate principal amounts equal to the maturity amounts established pursuant to this Section 3 hereof, for each redemption date, as such maturity amounts and redemption premiums 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 redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Series 2016 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 2016 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 2016 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 2016 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.

(d) Redemption Notice. Notice of call for optional or mandatory 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 2016 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Series 2016 Bonds 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 2016 Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Series 2016 Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Series 2016 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 or Beneficial Owner will not affect the validity of such redemption. From and after the redemption date, all Series 2016 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) Bond Registration. The Registration Agent for the Series 2016 Bonds is hereby authorized and directed to maintain Series 2016 Bond registration records with respect to the Series 2016 Bonds, to authenticate and deliver the Series 2016 Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2016 Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2016 Bonds as provided herein, to cancel and destroy Series 2016 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 2016 Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Series 2016 Bonds paid, Series 2016 Bonds outstanding and payments made with respect to interest on the Series 2016 Bonds. The Mayor is hereby authorized to execute and the Clerk is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. 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) Series 2016 Bond Payments. The Series 2016 Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2016 Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Series 2016 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 owners at their addresses shown on said Series 2016 Bond registration records, without, except for final payment, the presentation or surrender of such registered Series 2016 Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Series 2016 Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2016 Bonds shall be made upon presentation and surrender of such Series 2016 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 three hundred sixty (360) day

year composed of twelve (12) months of thirty (30) days each. In the event the Series 2016 Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Series 2016 Bonds, payment of interest on such Series 2016 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) Defaulted Interest. Any interest on any Series 2016 Bond that 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 by the Municipality to the persons in whose names the Series 2016 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 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 (10) 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 fifteen (15) nor less than ten (10) 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 (10) 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 Series 2016 Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2016 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 2016 Bonds when due.

(h) Transfer. The Series 2016 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 2016 Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Series 2016 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 2016 Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2016 Bond or the Series 2016 Bond 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 2016 Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2016 Bond, nor to transfer or exchange any Series 2016 Bond after notice calling such Series 2016 Bond for redemption has been made, nor to transfer or exchange any Series 2016 Bond during the period following the receipt of instructions from the Municipality to call such Series 2016 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 2016 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 2016 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 2016 Bonds shall be overdue. The Series 2016 Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Series 2016 Bonds of the same maturity in any authorized denomination or denominations.

(i) Execution of Series 2016 Bonds. The Series 2016 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 signature of the Mayor and attested by the signature of the Clerk of the Municipality.

(j) Book-Entry Provisions. Except as otherwise provided in this resolution, the Series 2016 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2016 Bonds. References in this Section to a Series 2016 Bond or the Series 2016 Bonds shall be construed to mean the Series 2016 Bond or the Series 2016 Bonds that are held under the Book-Entry System. One Series 2016 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 2016 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 2016 Bonds. Beneficial ownership interests in the Series 2016 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 2016 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 2016 Bonds. Transfers of ownership interests in the Series 2016 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 2016 BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE SERIES 2016 BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2016 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 2016 Bonds, so long as DTC is the only owner of the Series 2016 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 Series 2016 Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). 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 2016 Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Series 2016 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series 2016 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 2016 Bonds in the form of fully registered Series 2016 Bonds to each Beneficial Owner. If the Purchaser of the Series 2016 Bonds, or any emission thereof, does not intend to reoffer the Series 2016

Bonds to the public, then the Mayor and the Purchaser may agree that the Series 2016 Bonds be issued in the form of fully registered certificated Series 2016 Bonds and not utilize the Book-Entry System.

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 2016 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 2016 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 2016 BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 2016 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2016 Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Series 2016 Bonds and provision of notices with respect to Series 2016 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 2016 Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(k) Authentication. The Registration Agent is hereby authorized to authenticate and deliver the Series 2016 Bonds to the Underwriter, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Series 2016 Bonds in exchange for Series 2016 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 Series 2016 Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Series 2016 Bond form.

(l) Mutilated, Lost and Destroyed Series 2016 Bonds. In case any Series 2016 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 2016 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2016 Bond, or in lieu of and in substitution for such lost, stolen or destroyed Series 2016 Bond, or if any such Series 2016 Bond shall have matured or shall be about to mature, instead of issuing a substituted Series 2016 Bond the Municipality may pay or authorize payment of such Series 2016 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 2016 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 2016 Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

SECTION 4. Source of Payment. The Series 2016 Bonds shall be payable solely from and be secured by a pledge of the Net Revenues, on a parity and equality of lien with the Outstanding Bonds and any Parity Bonds hereafter issued. The punctual payment of principal of and interest on the Series 2016 Bonds, the Outstanding Bonds and any Parity Bonds shall be secured equally and ratably by the Net

Revenues without priority by series, number or time of sale or delivery. Neither the full faith and credit nor the taxing power of the Municipality's pledged to the payment of the Series 2016 Bonds.

SECTION 5. Form of Series 2016 Bonds. The Series 2016 Bonds shall be in substantially the following form, with such appropriate variations, omissions, and insertions as are permitted or required by this resolution, all blanks appropriately completed when the Series 2016 Bonds are prepared and delivered, and such legends or text endorsed thereon as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or otherwise desired by the Municipality:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MONTGOMERY
CITY OF CLARKSVILLE
WATER, SEWER AND GAS REVENUE REFUNDING BOND, SERIES 2016

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

Registered Owner:

Principal Amount:

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, or upon earlier redemption as set forth herein, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on August 1, 2016, and semi-annually thereafter on the first day of February and August 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 at the principal corporate trust office of U.S. Bank, National Association, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date 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 check or draft mailed to such owner at such owner's address shown on said Bond registration records, 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 more than fifteen (15) nor

less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, 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 or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be 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, 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.

Bonds of the issue of which this Bond is one maturing on or before February 1, 2026 shall mature without option of prior redemption. Bonds maturing on February 1, 2027 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on or after February 1, 2026 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 City Council of 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:

- (i) 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

(ii) 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:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

*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.

Notice of call for redemption, whether optional or mandatory, 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 Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust 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 principal amount of the Municipality's outstanding Loan Agreements by and between the Municipality and The Public Building Authority of the City of Clarksville, Tennessee, in the original principal amount of not to exceed \$80,000,000; (ii) refund a portion of the Municipality's outstanding Water, Sewer and Gas Revenue Refunding and Improvement Bonds, Series 2007; and (iii) pay costs incident to the 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 May 5, 2016, which supplements a resolution adopted by the City Council of the Municipality on February 7, 1985, as supplemented and amended on February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and June 7, 2001, as amended and restated on May 6, 2004, and as further supplemented and amended on March 29, 2007, April 7, 2011 and June 6, 2013 (collectively, the "Resolution").

This Bond is one of a series of Bonds payable solely from and secured by a pledge of the income and revenues to be derived from the operation of the Municipality's water, sewer and gas system (the "System") on a parity and complete equality of lien with respect to such revenues with the Municipality's outstanding Water, Sewer and Gas Revenue Refunding Bonds, Series 2002, dated January 31, 2002 (the "Series 2002 Bonds"), remaining outstanding Water, Sewer and Gas Revenue Refunding and Improvement Bonds, Series 2007, dated April 27, 2007 (the "Series 2007 Bonds"), Water, Sewer and Gas Revenue Refunding Bonds, Series 2011, dated April 25, 2011 (the "Series 2011 Bonds"), Water, Sewer and Gas Revenue Refunding Bonds, Series 2013, dated June 27, 2013 (the "Series 2013 Bonds") and any bonds hereafter issued on a parity therewith, subject to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring said System. 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 2002 Bonds, the Series 2007 Bonds, the Series 2011 Bonds, the Series 2013 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 Municipality has covenanted in the Resolution 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, the issue of which it is a part, and any bonds hereafter issued on a parity herewith, as each payment becomes due. For a more complete statement of the revenues from which and conditions on which obligations may hereafter be issued on a parity with this Bond, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the Resolution may be modified, 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 Bond 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, together with all other indebtedness of the Municipality, 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 the Mayor and attested by the City Clerk of the Municipality under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Clerk

Transferable and payable at the
corporate trust office of:

_____, _____

Date of Registration: _____

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

Registration Agent

By: _____
Authorized Representative

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond 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 alteration or enlargement 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 2016 Bonds, the Outstanding 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, execution or delivery. The Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium and interest as the same become due.

SECTION 7. Applicability of the Master Resolution.

(a) The Series 2016 Bonds shall be issued in compliance with the provisions of the Master Resolution so as to be on a parity of lien with respect to the Net Revenues with the Outstanding Bonds and any Parity Bonds hereafter issued, and when duly delivered, shall constitute a series of bonds delivered under authority of the Master Resolution. As long as any of the Series 2016 Bonds remain outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of all of the Series 2016 Bonds, as provided in Article VI of the Master Resolution, the provisions of Articles II through VIII of the Master Resolution (as supplemented and amended) shall be applicable to the Series 2016 Bonds and shall inure to the benefit of owners of the Series 2016 Bonds.

(b) All references to “Bondholders” or “Owners” in the aforesaid Articles shall be deemed to include owners of the Series 2016 Bonds, and all references to the “Series 2016 Bonds” contained in those Articles shall be deemed to include the Series 2016 Bonds and shall be administered for the benefit of the owners of the Series 2016 Bonds.

SECTION 8. Application of Revenues. Notwithstanding the provisions of Article II of the Master Resolution to the contrary, for the period commencing with the month next following the delivery of the Series 2016 Bonds to and including the month preceding the first interest payment date, each monthly deposit to the Bond Fund required by the Master Resolution with respect to the Series 2016 Bonds shall be an amount that, together with all other monthly deposits of the same amount during such period, all amounts held therein as of the closing of the sale of the Series 2016 Bonds, and amounts deposited therein at closing, will equal to the full amount of principal (if any) and interest coming due on such interest payment date, and (if principal is not due on the first interest payment date) one-half of any principal coming due on the next ensuing interest payment date.

SECTION 9. Sale of Series 2016 Bonds.

(a) The Series 2016 Bonds shall be sold via negotiated sale to the Underwriter at a price of not less than ninety-eight percent (98%) of par exclusive of original issue discount, and accrued interest, as shall be determined by the Mayor in consultation with the Commissioner of Finance and Revenue and the Financial Advisor. The Mayor is authorized to execute and the Clerk to attest a Bond Purchase Agreement with the Underwriter, providing the details of the terms of the sale. The sale of the Series 2016 Bonds to the Underwriter shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Commissioner of Finance and Revenue and the Financial Advisor, is authorized:

- (1) to change the dated date of the Series 2016 Bonds to a date other than the date of issuance;
- (2) to change the series designation of the Series 2016 Bonds;
- (3) to change the first interest payment date for the Series 2016 Bonds to a date other than August 1, 2016;
- (4) to adjust the principal and interest payment dates and maturity amounts of the Series 2016 Bonds, provided that (A) the total principal amount of the Series 2016 Bonds does not exceed the total amount of Series 2016 Bonds authorized herein and (B) the final maturity date shall not be later than February 1, 2041;
- (5) identify the maturities of the Series 2007 Bonds, and portions thereof, to be refunded;
- (6) to change or remove the Municipality's optional redemption provisions of the Series 2016 Bonds; and
- (7) to sell the Series 2016 Bonds or any maturities thereof as serial Bonds or Term Bonds with mandatory redemption requirements.

(c) The Mayor and the Clerk, or either of them, are authorized to cause the Series 2016 Bonds, in book-entry form (except as otherwise authorized herein), to be authenticated and delivered by the Registration Agent to the Purchaser 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 2016 Bonds.

(d) The Mayor and the Commissioner of Finance and Revenue, or either of them, are authorized to enter into an agreement with Bass, Berry & Sims PLC to serve as bond counsel for the Series 2016 Bonds. All actions heretofore taken to engage the bond counsel are hereby ratified and approved.

SECTION 10. Disposition of Series 2016 Bond Proceeds. The proceeds of the sale of the Series 2016 Bonds shall be paid over to the Municipality and used and applied as follows:

(a) an amount which will be sufficient to retire the principal of the Refunded Loans, together with System funds sufficient to pay all accrued interest and fees, shall be deposited directly with the Trustee for prepayment of the Refunded Loans and the subsequent retirement of the PBA Bonds;

(b) an amount sufficient, together with available amounts on deposit in the Bond Fund and the Reserve Fund with respect to the refunded Series 2007 Bonds as may be designated by the Mayor, to defease the refunded Series 2007 Bonds to their first optional redemption date shall be deposited with the Escrow Agent for application pursuant to the Escrow Agreement; and

(c) the remainder of the Series 2016 Bond proceeds shall be thereto at the direction of the Mayor disbursed solely to pay, or reimburse the Municipality for the prior payment of, the costs of issuance and sale of the Series 2016 Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2016 Bonds. Any funds remaining shall be deposited to the Bond Fund.

SECTION 11. Cash Defeasance of Series 2007 Bonds. The Mayor is hereby authorized, in consultation with the Commissioner of Finance and Revenue and the General Manager of the System, to apply up to \$13 million of System funds to the cash defeasance of any unrefunded Series 2007 Bonds. The amount of cash defeasance shall be the amount of defeasance necessary to trigger the effectiveness of those Master Resolution amendments set forth in the June 6, 2013 resolution of the Governing Body (the "2013 Amendments").

SECTION 12. Reserve Fund Requirement for Series 2016 Bonds. Upon the issuance of the Series 2016 Bonds and the cash defeasance of a portion of the Series 2007 Bonds described in Section 11 above, the 2013 Amendments will become effective. Under the provisions set forth in the 2013 Amendments, the Municipality may elect whether or not to establish a Reserve Fund for each series of bonds issued under the Master Resolution. The Municipality hereby elects not to establish a Reserve Fund for the Series 2016 Bonds. The Reserve Fund for the remaining Outstanding Bonds shall in no way be affected or adjusted, and the holders of the Series 2016 Bonds shall have no rights with respect thereto.

SECTION 13. Official Statement. The Mayor is hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Series 2016 Bonds, the System and the Municipality. After the Series 2016 Bonds have been sold, the Mayor and the Commissioner of Finance and Revenue, 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 and Commissioner of Finance and Revenue, or either of them, shall arrange for the delivery of a reasonable number of copies of the Official Statement within seven business days after the Series 2016 Bonds have been sold to the Underwriter, to each potential investor requesting a copy of the Official Statement and to each person to whom the Underwriter or members of its selling group initially sell the Series 2016 Bonds.

The Mayor and Commissioner of Finance and Revenue, 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 14. Refunding Matters. For the purpose of providing for the payment of the refunded Series 2007 Bonds, the Mayor is hereby authorized and directed to execute and the Clerk to attest on behalf of the Municipality the Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts described in Section 10. The form of the Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby approved and the Mayor and the Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the refunded Series 2007 Bonds and to exercise such duties as set forth in the Escrow Agreement. The Mayor, Clerk, Commissioner of Finance and Revenue and other officers of the Municipality are hereby authorized to take all steps necessary to cause the Refunded Loans to be prepaid and the PBA Bonds to be redeemed.

SECTION 15. Federal Tax Matters. The Series 2016 Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Series 2016 Bonds in a manner that would cause the Series 2016 Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Series 2016 Bonds that they will, throughout the term of the Series 2016 Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Series 2016 Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. The Mayor of the Municipality and other officers of the Municipality are authorized and directed to make such certifications in this regard in connection with the sale of the Series 2016 Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the System.

SECTION 16. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide financial information and event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Series 2016 Bonds. The Mayor and Commissioner of Finance and Revenue, or either of them, is authorized to execute at the closing of the sale of the Series 2016 Bonds, an agreement for the benefit of and enforceable by the owners of the Series 2016 Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality 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 2016 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 17. Repeal of Conflicting Resolutions and Effective Date. All other 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.

SECTION 18. 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.

Adopted and approved this 5th day of May, 2016.

Mayor

ATTEST:

Clerk

EXHIBIT A
FORM OF BOND PURCHASE AGREEMENT
(attached)

EXHIBIT B

FORM OF ESCROW AGREEMENT

(attached)

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 as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council of the Municipality held on May 5, 2016; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct and complete transcript from said original record insofar as said original record relates to, among other matters, the issuance of water, sewer and gas revenue refunding bonds by the Municipality; (4) that the actions by the City Council at said meeting were promptly and duly recorded by me in a book kept for such purpose; and (5) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and seal of said Municipality this ____ day of _____, 2016.

City Clerk

(SEAL)

CITY OF CLARKSVILLE, TENNESSEE

\$ _____
WATER, SEWER AND GAS REVENUE
REFUNDING BONDS, SERIES 2016

BOND PURCHASE AGREEMENT

June ___, 2016

City of Clarksville, Tennessee
One Public Square
Clarksville, Tennessee 37041

Ladies and Gentlemen:

This is to confirm the agreement (the “Bond Purchase Agreement”) by and among the City of Clarksville, Tennessee (the “Issuer” or the “City”) and Morgan Stanley & Co. LLC (the “Representative”), on behalf of itself and Piper Jaffray & Co. and Raymond James & Associates, Inc. (collectively, the “Underwriters”), concerning the sale by the Issuer and the purchase by the Underwriters of the Issuer's \$ _____ Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”). The Series 2016 Bonds are dated, mature, bear interest at rates and are subject to redemption as set forth in Exhibit A herein. This offer is made subject to acceptance by the Issuer prior to 8:00 p.m. CDT, on the date hereof. If this offer is not so accepted by the date and time provided, it is subject to withdrawal by the Underwriters upon notice to the Issuer at any time prior to acceptance. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Bond Resolution or Official Statement referred to below.

1. Purpose of Financing, Security and Authorization. The proceeds of the Series 2016 Bonds will be used to (i) advance refund certain maturities of the Issuer’s \$60,150,000 Water, Sewer, and Gas Revenue Refunding and Improvement Bonds, Series 2007 (the “Series 2007 Bonds”); (ii) prepay those certain Loan Agreements dated July 1, 2013 and December 15, 2014 (collectively, the “PBA Loans”), between the Issuer and The Public Building Authority of the City of Clarksville, Tennessee, and (iii) pay certain costs of issuing the Series 2016 Bonds. The PBA Loans provided financing for various capital improvements to the Issuer’s water, sewer and gas system (the “System”).

The Series 2016 Bonds will be issued pursuant to Chapter 21 of Title 9 of the Tennessee Code Annotated, as amended. The 2016 Bonds are subject to the terms and conditions contained in the resolution of the City Council of the Issuer (the “City Council”) adopted on May 5, 2016, supplementing and amending the resolution of the City Council adopted on February 7, 1985, as supplemented and amended February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and

June 1, 2001, as amended and restated on May 6, 2004, as further supplemented and amended on March 29, 2007, April 7, 2011, and June 6, 2013 (collectively, the “Bond Resolution”).

The Bond Resolution and the Series 2016 Bonds will be in the forms previously supplied by you, with only such subsequent amendments as shall be approved by you and us.

The Series 2007 Bonds will be advance refunded on _____. The prepayment of the PBA Loans will be accomplished by paying to The Bank of New York Mellon Trust Company, N.A., a portion of the proceeds of the Series 2016 Bonds, together with other monies of the Issuer, if any, sufficient to prepay the PBA Loans in full on _____, 2016.

2. Good Faith Deposit and Liquidated Damages. Concurrently with the execution and delivery of this Bond Purchase Agreement by the Representative, the Representative on behalf of the Underwriters will deliver to the Issuer a corporate check, certified or bank cashier’s check, payable to the order of the Issuer for \$_____ (the “Good Faith Deposit”). This check will be held uncashed as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2016 Bonds at the Closing. Upon the Underwriters’ compliance with such obligation, such check shall be returned to the Representative. If the Issuer fails to deliver the Series 2016 Bonds at the Closing or to satisfy the conditions to the Underwriters’ obligations contained herein, or if the Underwriters exercise their right to cancel their obligations to accept and pay for the Series 2016 Bonds for any reason permitted by Section 9 of this Bond Purchase Agreement, such check shall be immediately returned to the Representative.

If the Issuer accepts this offer and if the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2016 Bonds upon tender thereof by the Issuer at the Closing as herein provided, the parties hereby agree that the damages to the Issuer shall be fixed at one percent (1%) of the aggregate principal amount of the Series 2016 Bonds and, upon such failure of the Underwriters to accept and pay for the Series 2016 Bonds, the Underwriters shall be obligated to pay to the Issuer such amount as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters. Upon such payment the Underwriters shall be fully released and discharged of all claims, rights and damages for such failure and for any and all such defaults. In no event shall the Issuer be entitled to damages of any nature other than the liquidated damages herein specified, except that expenses set forth in Section 10 herein shall survive the termination of this Bond Purchase Agreement.

3. Representative of Underwriters. Any authority, discretion or other power conferred upon the Underwriters under any provision of this Bond Purchase Agreement may be exercised by the Representative, as set forth in the Agreement Among Underwriters, by and among the Representative and the Underwriters. The payment for, acceptance of, and delivery and execution of any receipt for the Series 2016 Bonds and any other instruments upon or in connection with the Closing (defined herein) by the Representative, on behalf of the Underwriters, shall be valid and sufficient for all purposes and binding upon each of the Underwriters, provided that such action by the Representative shall not impose any obligation or liability upon it or any other Underwriter other than as may arise as expressly set forth in this Bond Purchase Agreement.

4. Representations and Warranties of the Issuer.

The Issuer makes the following representations and warranties, all of which shall survive the delivery of the Series 2016 Bonds:

(a) the Preliminary Official Statement (hereinafter defined) was, as of its date and the Official Statement (hereinafter defined) was, as of its date, is, and at all times subsequent thereto up to and including the Closing Date (defined herein), will be, true and correct in all material respects and contained, presently contains and will at all such times up to and including the Closing Date contain no untrue or misleading statement of a material fact and did not, does not and will not at any such time up to and including the Closing Date omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to subsection (f) of Section 5 herein, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, each such supplement or amendment will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(b) the Issuer is an existing public corporation of the State of Tennessee;

(c) the Issuer has full right, power and authority under the laws of the State of Tennessee (i) to issue bonds, such as the Series 2016 Bonds, for the purposes set forth in the Official Statement, (ii) to use the proceeds of the Series 2016 Bonds as set forth in the Official Statement, and (iii) to pay the Series 2016 Bonds from the Revenues of the System and amounts on deposit within certain funds established by the Bond Resolution and otherwise to secure the Series 2016 Bonds in the manner contemplated by the Bond Resolution and the Official Statement;

(d) the Issuer has and had, as the case may be, full legal right, power and authority (i) to adopt the Bond Resolution, (ii) to execute and deliver this Bond Purchase Agreement, (iii) to issue, sell and deliver the Series 2016 Bonds to the Underwriters as provided in this Bond Purchase Agreement, and (iv) to carry out and consummate all other transactions contemplated by the aforesaid instruments, and the Issuer will have complied as of the Closing Date with all provisions of applicable law in all matters relating to such transactions;

(a) (e) the City Council has duly adopted the Bond Resolution and the City Council has duly authorized all necessary action to be taken by the Issuer for: (i) the offering, issuance, sale, and delivery of the Series 2016 Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the Issuer of the Series 2016 Bonds, the Continuing Disclosure Certificate, this Bond Purchase Agreement, and the performance of its obligations under the Series 2016 Bonds, Continuing Disclosure Certificate, this Bond Purchase Agreement, the Bond Resolution, and any and all such other agreements and documents as may be required to be executed, delivered, and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, (iii) the use and distribution of the Preliminary Official Statement and the execution, delivery, use and distribution of the Official Statement, and (iv) the Issuer to carry out, give effect to and consummate the transactions contemplated by the aforesaid instruments;

(f) the Bond Resolution constitutes, and this Bond Purchase Agreement, and any other instrument or agreement to which the Issuer is a party and which has been or will be executed in connection with the consummation of the transactions contemplated by the foregoing documents, constitute or, with respect to documents not yet executed and delivered, when executed and delivered by the parties hereto and thereto, will constitute, the legal, valid and binding obligations of the Issuer, and the same are enforceable in accordance with their respective terms;

(g) the Issuer has complied, or will at the Closing be in compliance, in all respects, with the Bond Resolution;

(h) when delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2016 Bonds will be duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms and the terms of the Bond Resolution;

(i) at the Closing, all approvals, consents and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2016 Bonds or the execution and delivery of or the performance by the Issuer of its obligations under this Bond Purchase Agreement, the Series 2016 Bonds or the Bond Resolution, will have been obtained or made and any consents, approvals and orders so received or filings so made will be in full force and effect; provided, however, that no representation is made concerning compliance with the securities or Blue Sky laws of the various states;

(j) the adoption by the Issuer of the Bond Resolution, and the authorization, execution, delivery and performance of this Bond Purchase Agreement and the Series 2016 Bonds and any other agreement or instrument to which the Issuer is a party and which is used or is to be used or is contemplated for use in consummation of the transactions contemplated hereby or by the Official Statement, and compliance with the provisions of each such agreement or instrument, do not and will not conflict with, or constitute or result in a violation or breach of or a default under, the Constitution of the State of Tennessee, or any existing law, administrative regulation, rule, decree or order, state or federal, or material provision of any agreement, indenture, mortgage, lease, note or other instrument to which the Issuer or its properties or any of the officers of the Issuer as such is subject, and do not and will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the taxes, revenues, property or assets of the Issuer under the terms of the Constitution of the State of Tennessee or any law, instrument or agreement;

(k) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public board or body, other than as described in the Official Statement, pending or, to the best of the Issuer's knowledge, threatened, against or affecting the Issuer or any of the officers of the Issuer in their respective capacities as such (or to the best of the Issuer's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement or by the Official Statement, or (ii) the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, this Bond Purchase Agreement, or any other agreement or instrument to which the Issuer is a party and which is used or is to be used or is contemplated for use in consummation of the transactions contemplated hereby, or (iii) the excludability from federal income taxation of the interest on the Series 2016 Bonds;

(l) the Issuer will not take or omit to take any action, which action or omission would adversely affect the excludability from federal income taxation of the interest on the Series 2016 Bonds under the Internal Revenue Code of 1986, as amended;

(b) (m) the Issuer will reasonably cooperate with the Underwriters and their counsel in any endeavor to qualify the Series 2016 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request; provided that in connection therewith, it shall not be unreasonable for the Issuer to refuse to file a general consent to service of process in any jurisdiction. The Issuer consents to the use of the Preliminary Official Statement prior to the availability of the Official Statement by the

Underwriters, in obtaining such qualification, subject to the right of the Issuer to withdraw such consent for cause by written notice to the Representative.

(n) other than as disclosed in the Official Statement, the Issuer has not, during the twenty years immediately preceding the date hereof, been in default in the payment of principal of, premium, if any, or interest on, or otherwise been in default with respect to any bonds, notes or other indebtedness which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest; and

(o) any certificate signed by the appropriate official of the Issuer and delivered to the Underwriters in connection with the issuance or sale of the Series 2013 Bonds shall be deemed to be a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

The representations and warranties set forth in this Bond Purchase Agreement shall survive the Closing and shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriters and (ii) payment for the Series 2016 Bonds.

5. Official Statement; Offering by the Underwriters.

(a) Upon acceptance of this offer by the Issuer, the Issuer shall prepare a final Official Statement in substantially the form of the Issuer's Preliminary Official Statement dated _____, 2016 (the "Preliminary Official Statement"). The Issuer confirms that the Preliminary Official Statement is in a form "deemed final" by the Issuer, as of its date, within the meaning of Section (b)(1) of Rule 15c2-12 ("Rule 15c2-12") promulgated by the United States Securities and Exchange Commission (the "SEC") pursuant to the Securities and Exchange Act of 1934. As soon as and in any event no later than the earlier of seven (7) business days after the time of your acceptance hereof or in sufficient time to accompany customer confirmations requesting payment, the Issuer shall deliver to the Underwriters (i) the Official Statement of the Issuer relating to the Series 2016 Bonds, dated the date hereof, in "designated electronic format" as defined by MSRB Rule G-32 and (ii) as many copies of the Official Statement of the Issuer relating to the Series 2016 Bonds, dated the date hereof, as required to permit the Underwriters to comply with the requirements of Rule 15c2-12 (which, together with all appendices thereto and all supplements or amendments thereto which are approved by the Underwriters, is herein called the "Official Statement").

(b) The Issuer authorizes, consents to and ratifies the use of the Preliminary Official Statement (in printed and electronic form) prior to the date hereof and the Official Statement by the Underwriters in the offering and sale of the Series 2016 Bonds.

(c) The Underwriters agree 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 2016 Bonds of each maturity at prices not greater than, and yields not less than, those set forth in Exhibit A hereto. If such public offering does not result in the sale of all Series 2016 Bonds, the Underwriters may offer and sell the Series 2016 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 Exhibit A hereto; provided, however, the Underwriters reasonably expect that, based upon

prevailing market conditions, at least ten (10%) percent of each maturity of each of the Series 2016 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 Exhibit A hereto in the bona fide initial offering to the public.

(d) The Underwriters certify that at the time of the execution of this Bond Purchase Agreement, based upon the prevailing market conditions, the Underwriters do not have any reason to believe that any of the Series 2016 Bonds will be initially sold by the Underwriters 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 Exhibit A hereto. At the Closing, as a condition to the Issuer's obligation to deliver the Series 2016 Bonds, the Underwriters shall deliver to the Issuer a certificate, containing provisions substantially in the form of Exhibit G hereto, in order to enable Bond Counsel to render its opinion as to the exclusion from gross income tax purposes of interest on the Series 2016 Bonds under the Internal Revenue Code of 1986, as amended (the "Code").

(e) The Issuer shall take all actions as the Issuer shall determine reasonable (i) to provide all information reasonably requested by the Underwriters necessary or desirable to register the Series 2016 Bonds under, or comply with, any state Blue Sky laws, provided that in connection therewith, the Issuer shall not be required to file a general consent to service of process in any jurisdiction, and (ii) to ensure that the Official Statement at all times during the initial offering and distribution of the Series 2016 Bonds does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(f) During the period between the date of this Bond Purchase Agreement and including the date which is 25 days after the "end of the underwriting period" (as defined below), (i) the Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Representative and (ii) if an event shall occur that might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Representative and, if in the reasonable opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall, at its own expense, supplement or amend the Official Statement in a form and in a manner approved by the Representative. For purposes of the preceding sentence, the Issuer may assume the "end of the underwriting period" (as defined in Rule 15c2-12) is the Closing, unless the Underwriters notify the Issuer in writing prior to the Closing that any Series 2016 Bond remains unsold, in which case the end of the underwriting period shall be deemed to be extended for 30 calendar days from the date of such notice.

(g) The Issuer represents and warrants that the Issuer is currently in compliance with and has not failed to comply in all material respects during the past five years with any continuing disclosure obligation pursuant to Rule 15c2-12, except as otherwise disclosed in the Official Statement.

6. Issuance, Sale and Purchase of Series 2016 Bonds. On the basis of the representations and warranties contained herein and the other agreements referred to herein and subject to the terms and conditions set forth herein, the Issuer agrees to issue and sell to the Underwriters, and the Underwriters agree to purchase from the Issuer the Series 2016 Bonds at a purchase price of \$_____ (representing the principal amount of the Series 2016 Bonds, plus original issue premium of

\$_____, less an Underwriters' discount of \$_____). This Bond Purchase Agreement provides, with respect to the Series 2016 Bonds, that all of the Series 2016 Bonds will be purchased by the Underwriters, if any of the Series 2016 Bonds of such issue are purchased.

Having approved the terms of such issuance and sale, the Issuer hereby sells the Series 2016 Bonds to the Underwriters, subject to the terms of this Bond Purchase Agreement. The delivery and sale of the Series 2016 Bonds (the "Closing") will be at such place in Clarksville, Tennessee, as the Underwriters may designate, at 9:00 a.m., CDT, on June ___, 2016, or at such other time or such other place or on such other date as the Issuer and the Underwriters may agree upon (the "Closing Date"). The Underwriters shall pay for the Series 2016 Bonds by wire transfer of federal funds in the amount of the purchase price for each series of Series 2016 Bonds payable to the order of the Issuer.

A single typewritten bond for each maturity of each series of the Series 2016 Bonds shall be delivered by the Issuer, duly executed and authenticated, with CUSIP identification numbers thereon, registered in the name of Cede & Co., as nominee of The Depository Trust Company. Bond certificates or replacement Series 2016 Bonds may be delivered as provided in the Bond Resolution.

7. Conditions. The Underwriters' obligations hereunder are subject to:

(a) the accuracy on the Closing Date, as if made as of such date, of all representations and warranties of the Issuer contained herein;

(b) the due performance by the Issuer of its obligations hereunder;

(c) there being no material change in the condition (financial or otherwise) of the System between the most recent dates as to which information is given in the Official Statement and the Closing Date, other than as reflected in or contemplated by the Official Statement, and there being on the Closing Date no material transactions or obligations (not in the ordinary course of business) entered into by the Issuer related to the System subsequent to the date of the Official Statement other than as reflected in or contemplated by the Official Statement; and

(d) delivery of all documentation required by Section 8.

8. Closing Documentation. There shall be delivered to the Underwriters at Closing the following, all dated the Closing Date and in form and substance reasonably satisfactory to the Underwriters and their counsel:

(a) the Official Statement executed on behalf of the Issuer by the duly authorized officials or representatives thereof;

(b) the certificate of the Mayor of the Issuer in substantially the form attached as Exhibit B hereto, which certifications may be included within another certificate of the Issuer that is signed by the Mayor;

(c) the federal tax certificate, dated as of the Closing Date executed by the Issuer, in form satisfactory to Bond Counsel and Underwriters' Counsel;

- (d) the original or certified copy of the Bond Resolution;
- (e) a specimen Series 2016 Bond;
- (f) the opinion of the City Attorney for the Issuer in substantially the form attached as Exhibit C hereto;
- (g) the unqualified approving opinions of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel, in substantially the forms set forth in the Official Statement;
- (h) the supplemental opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, addressed to the Underwriters, in substantially the form attached as Exhibit D hereto;
- (i) the opinion of Adams and Reese LLP, Nashville, Tennessee, Counsel to the Underwriters, in substantially the form attached as Exhibit E hereto;
- (j) the certificate of Public Financial Management, Memphis, Tennessee, in substantially the form attached as Exhibit F hereto;
- (k) verification from Moody's Investors Service and Fitch, Inc. that the Series 2016 Bonds have been rated at least Aa3;
- (l) an executed copy of the Continuing Disclosure Certificate of the Issuer dated June ___, 2016, relating to the Series 2016 Bonds;
- (m) evidence of the cash defeasance by the Issuer of the remaining outstanding maturities of the Series 2007 Bonds; and
- (n) such additional legal opinions, certificates, proceedings, instruments and other documents the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy as of the Closing Date of the representations of the Issuer herein, in the Preliminary Official Statement and in the Official Statement and the due performance or satisfaction by the Issuer at or prior to the Closing Date of all agreements then to be satisfied.

9. Termination. The Underwriters may terminate this Bond Purchase Agreement at any time prior to the Closing Date by notice to the other parties hereto if, between the date hereof and the Closing Date:

- (a) legislation shall have been enacted or a bill shall have been favorably reported out of committee of either house, or a decision by any court of the United States, including the Tax Court, shall have been rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or any branch thereof, including the Internal Revenue Service, or any other governmental agency shall have been made or proposed, with respect to federal taxation upon revenues or other income of the general character derived by the Issuer or upon interest received on obligations of the general character of the Series 2016 Bonds or other action or events shall have transpired that (i) may have the purpose or effect,

directly or indirectly, of making interest on the Series 2016 Bonds subject to federal income taxation or (ii) in the reasonable opinion of the Representative of the Underwriters, materially adversely affects the market price of the Series 2016 Bonds or the market price generally of obligations of the general character of the Series 2016 Bonds;

(b) any legislation, ordinance, rule or regulation shall have been passed by the legislature or enacted or proposed by any governmental body, department or agency of the State of Tennessee or the Issuer or any decision by any court of competent jurisdiction within the State of Tennessee shall have been rendered that, in the reasonable opinion of the Representative of the Underwriters, materially affects the market price of the Series 2016 Bonds;

(c) any stop order or legislation shall have been enacted or a bill shall have been proposed or favorably reported out of a legislative committee, any decision by a court of the United States shall have been rendered or any stop order, ruling, regulation or official statement by or on behalf of the SEC or other governmental agency shall have been made to the effect that obligations of the general character of the Series 2016 Bonds or the Bond Resolution, in the reasonable opinion of Counsel to the Underwriters, are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(d) any event shall have occurred or condition shall exist that, in the reasonable opinion of the Representative of the Underwriters, makes untrue or incorrect in any material respect as of the Closing Date any material statement of information contained in the Official Statement or that is not reflected in the Official Statement but should be reflected therein as of such time in connection with the offering and sale of the Series 2016 Bonds in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading, including, without limitation, events or conditions relating to the business and affairs of the System or the Issuer related to the System; or

(e) in the reasonable opinion of the Representative of the Underwriters, the market price of the Series 2016 Bonds, or the market price generally of obligations of the general character of the Series 2016 Bonds, has been adversely affected because (i) a general suspension of trading on the New York Stock Exchange shall have occurred or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (ii) a general banking moratorium shall have been established by federal, New York or Tennessee authorities, or (iii) war or an outbreak of hostilities or other national or international calamity or crisis shall have occurred or any armed conflict shall have occurred or escalated to such a magnitude as in the reasonable opinion of the Representative of the Underwriters to have a materially adverse effect on the ability of the Underwriters to market the Series 2016 Bonds; or

(f) any rating on the Series 2016 Bonds is reduced or withdrawn by any major credit rating agency; or

(g) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order.

10. Expenses. All expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Series 2016 Bonds to the Underwriters, including but not limited to the costs of pre-sale advertising of the Series 2016 Bonds, printing or reproducing the Preliminary Official Statement, the Official Statement, the Bond Resolution, the Blue Sky and legal investment surveys, and all ancillary papers, fees of consultants, including the fees of the accountants, fees and expenses of counsel to the Issuer, fees and expenses of Bond Counsel, rating agency fees, fees and expenses of the financial advisor, paying agent fees and expenses, and the fees and expenses of the Underwriters and of counsel to the Underwriters shall be paid from the proceeds of the Series 2016 Bonds. The Issuer shall pay for the travel, lodging, meal, entertainment and deal memento expenses of its own employees and officials.

11. Reimbursement for Certain Liabilities.

(i) The Issuer shall indemnify and hold harmless, to the extent permitted by applicable law, the Underwriters, the directors, officer, employees, attorneys and agents of the Underwriters, and each person who controls the Underwriters, within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (the Underwriter and each such director, officer, employee, agent and person being herein referred to as an “Underwriter Protected Party”), against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other federal or state law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (a) a claim in connection with the public offering of the Series 2016 Bonds to the effect that the Series 2016 Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act or (b) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement (or in a supplement or amendment thereto) or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and, to the extent permitted by applicable law, the Issuer shall be liable to reimburse each such Underwriter Protected Party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Issuer will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement or the Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the Issuer by or on behalf of any of the Underwriters specifically for inclusion therein. The obligation of the Issuer to provide indemnification pursuant to this Section 11 shall be effective only to the fullest extent permitted by applicable law, as to which no representation is made by the Issuer.

(ii) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Issuer, together with each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (the Issuer and each such member, director, officer, employee and person being herein referred to as an “Issuer Protected Party”), to the same extent as the foregoing reimbursement from the Issuer to the Underwriters, but only with reference to written information relating to any of the Underwriters furnished by any of the Underwriters specifically for use in the preparation of the Preliminary Official Statement or the Official Statement. This reimbursement agreement will be in addition to any liability which any Underwriter may otherwise have. The Issuer acknowledges that the statements under the caption “UNDERWRITING” in the Preliminary Official Statement and the Official Statement constitute the only

information furnished in writing by or on behalf of the Underwriters for inclusion in the Preliminary Official Statement and the Official Statement.

(iii) For purposes of this Section 11, the term “Protected Party” shall include each Issuer Protected Party and each Underwriter Protected Party. In case any claim shall be made or action brought against a Protected Party for which reimbursement may be sought against any reimbursing party, as provided above, the Protected Party shall promptly notify the reimbursing party in writing setting forth the particulars of such claim or action (but the failure to so notify the indemnifying party shall not relieve it from liability under Sections 11 (i) and (ii) hereof unless and to the extent such failure results in the forfeiture by the indemnifying party of substantial rights and defenses) and the reimbursing party shall assume the defense thereof, including the retaining of counsel acceptable to such Protected Party and the payment of all expenses and shall have the right to negotiate and consent to settlement. A Protected Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Protected Party unless the employment of such counsel has been specifically authorized by the reimbursing party, or the reimbursing party shall not have employed counsel reasonably acceptable to the Protected Party to have charge of the defense of such action or proceeding, or the Protected Party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the reimbursing party (in which case the reimbursing party shall not have the right to direct the defense of such action or proceeding on behalf of the Protected Party), in any of which events, such legal or other expenses shall be borne by the reimbursing party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the reimbursing party or if there is a final judgment for the plaintiff in any action with or without written consent of the reimbursing party, to the extent permitted by applicable law, the reimbursing party agrees to reimburse and hold harmless the Protected Parties to the extent of the provisions set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement entered into without the consent of a Protected Party (1) must include an unconditional release of each Protected Party from all liability arising out of such action and (2) must not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Protected Party.

(iv) If the reimbursement for which this Section 11 provides is unenforceable, or is unavailable to a Protected Party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to reimbursement herein, then the reimbursing party shall, in lieu of reimbursing such Protected Party, and to the extent permitted by applicable law, contribute to the amount paid or payable by such Protected Party as a result of such losses, claims, damages or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriters, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other, from the sale of the Series 2016 Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the reimbursing party shall contribute, to the extent permitted by applicable law, to such amount paid or payable by such Protected 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 Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other, shall be deemed to be in the same proportion as the total proceeds of the sale of the Series 2016 Bonds paid to the Issuer pursuant to Section 6 hereof (before deducting expenses) bear to the underwriting discount received by the Underwriters (the difference between the initial public offering price for the Series 2016 Bonds and the price to be paid therefor by the Underwriters as set forth in the Official Statement under the caption “UNDERWRITING”). 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 or the Underwriters and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 11 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 11(iv). The amount paid or payable to any Protected Party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Protected Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 11(iv), however, the Underwriters shall not be required to contribute an amount in excess of the amount by which such initial public offering price exceeds the amount of any damages which the Underwriters have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this Section 11(iv) to contribute are several in proportion to their respective underwriting obligations and not joint.

12. Finders. The Issuer and the Underwriters each represent and warrant that no finder or other agent has been employed or consulted by it in connection with this transaction.

13. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above and any such notice or other communication to be given to the Underwriters may be given by delivering the same in writing to the Representative, as follows: Morgan Stanley & Co. LLC, 440 South LaSalle Street, One Financial Place, 37th Floor, Chicago, IL 60605 (Attention: William D. Mack, Executive Director).

14. Continuation of the Agreement. All representations, warranties and agreements hereunder of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters and shall survive the Closing and any termination of this Bond Purchase Agreement by the Underwriters pursuant to the terms hereof.

15. Governing Law. This Bond Purchase Agreement shall be governed by the applicable laws of the State of Tennessee.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Effective Date. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. Miscellaneous.

(a) The Issuer acknowledges and agrees that: (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the

Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

(b) This Bond Purchase Agreement is made solely for the benefit of and is binding on each of the parties and their respective successors and assigns. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by all of the parties hereto.

(signature page follows)

Morgan Stanley & Co. LLC
Piper Jaffray & Co.
Raymond James & Associates, Inc.

MORGAN STANLEY & CO. LLC
As Representative

By: _____
William D. Mack, Executive Director
(i)

Accepted:

SECTION 19. CITY OF CLARKSVILLE, TENNESSEE

BY: _____
Kim McMillan, Mayor

SECTION 20. Exhibit A

CITY OF CLARKSVILLE, TENNESSEE

\$ _____
WATER, SEWER AND GAS REVENUE
REFUNDING BONDS, SERIES 2016

Terms of Series 2016 Bonds

The Series 2016 Bonds shall be in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof. The Series 2016 Bonds shall be dated their date of issuance. Interest on the Series 2016 Bonds is payable at the rates per annum as set forth below, semi-annually on February 1 and August 1, commencing February 1, 2017. Interest on the Series 2016 Bonds will be calculated on the basis of a 30-day month and a 360-day year. The Series 2016 Bonds shall mature on the 1st day of February, in each of the years and the principal amounts as follows:

<u>Due</u> <u>February 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
---	---	-----------------------------	---------------------

\$ _____	_____ %	Term Bond Due February 1, _____,	Yield _____ %
\$ _____	_____ %	Term Bond Due February 1, _____,	Yield _____ %

Optional Redemption of the Series 2016 Bonds

The Series 2016 Bonds maturing on or before February 1, ____ may not be redeemed prior to their maturities. The Issuer may redeem Series 2016 Bonds maturing on or after February 1, _____ at any time, in whole or in part, on or after February 1, _____, at a price of par plus accrued interest to the redemption date.

Mandatory Redemption of the Series 2016 Bonds

The Series 2016 Bonds maturing on February 1, ____ are subject to scheduled mandatory redemption prior to maturity in part (as selected by DTC or its successor) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, in the following principal amounts and on the dates set forth below:

Redemption Date (February 1)	Principal Amount
(Maturity)	

The Series 2016 Bonds maturing on February 1, _____ are subject to scheduled mandatory redemption prior to maturity in part (as selected by DTC or its successor) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, in the following principal amounts and on the dates set forth below:

Redemption Date (February 1)	Principal Amount
(Maturity)	

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Issuer, may (i) deliver to the Registration Agent for cancellation the Series 2016 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 2016 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 2016 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 Issuer on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2016 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Issuer 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 paragraph 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.

Selection of Bonds for Redemption

If less than all of the Series 2016 Bonds are to be redeemed, the Registration Agent, upon written instruction from the Issuer, shall select the Series 2016 Bonds for redemption from such maturity dates and in such amounts as are selected by the Issuer. If less than all of the Series 2016 Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2016 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2016 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

(ii) if the Series 2016 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2016 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. In any event, the portion of any Series 2016 Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

SECTION 21. Exhibit B

(a) CERTIFICATE OF CITY OF CLARKSVILLE, TENNESSEE

I, Kim McMillan, Mayor of the City of Clarksville, Tennessee (the "Issuer"), hereby certify on the date hereof, being the date of delivery of and payment for the Issuer's Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), that: (a) the representations and warranties of the Issuer contained in the Bond Purchase Agreement dated June __, 2016 (the "Purchase Agreement") are true and correct in all material respects as of the Closing Date and all of the obligations required under or specified in the Purchase Agreement to be performed by the Issuer at or prior to the Closing have been performed; (b) the Issuer has complied or is presently in compliance with all agreements and has satisfied all conditions on its part to be observed or satisfied under the Purchase Agreement and the Bond Resolution at or prior to the Closing; (c) since the respective dates as of which information is given in the Official Statement and except as set forth therein, there has not been any material adverse change in the condition, financial or otherwise, of the Issuer; and (d) the Issuer has no knowledge or reason to believe that the Official Statement as of its date or as of the date hereof makes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Unless the context indicates otherwise, all terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

Dated this ____ day of June, 2016.

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Kim McMillan, Mayor

SECTION 22. Exhibit C

(Proposed Opinion of City Attorney)

June __, 2016

Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

Morgan Stanley & Co. LLC,
as Representative of the Underwriters
440 South LaSalle Street, 37th Floor
Chicago, Illinois 60605

Re: The City of Clarksville, Tennessee Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds")

Ladies and Gentlemen:

As the duly appointed and acting City Attorney for the City of Clarksville, Tennessee (the "Issuer"), I am familiar with the matters relating to the issuance by the Issuer of its Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds").

In my capacity as City Attorney, I have examined and relied upon originals and copies, certified or otherwise identified to my satisfaction of the following:

- (i) the resolutions of the City Council of the Issuer (the "City Council") adopted on May __, 2016, supplementing and amending the resolution of the City Council adopted on February 7, 1985, as supplemented and amended February 1, 1991, November 7, 1991, October 1, 1992, May 1, 1997, November 5, 1998, and June 1, 2001, as amended and restated on May 6, 2004, as further supplemented and amended on March 29, 2007, April 7, 2011, and June 6, 2013 (collectively, the "Senior Lien Bond Resolution");
- (ii) the Official Statement dated June __, 2016 used in the marketing of the Series 2016 Bonds (the "Official Statement");
- (iii) the Bond Purchase Agreement, dated June __, 2016 between the Issuer and Morgan Stanley & Co. LLC, as representative of the underwriters of the Bonds (the "Bond Purchase Agreement");
- (iv) the provisions of Chapter 44, Title 8, *Tennessee Code Annotated*, as amended (the "Open Meetings Act");

- (v) the Continuing Disclosure Certificate of the Issuer; and
- (vi) such other documents and proofs as I have considered necessary for the purposes of rendering this opinion.

I have assumed the authenticity of all signatures (other than those of officials of the Issuer) on documents submitted to me as certified, conformed or photostatic copies. I am admitted to the Bar of the State of Tennessee, and I express no opinion as to the laws of any jurisdiction other than the State of Tennessee. I further express no opinion as to the tax-exempt status of the Bonds.

Based on the foregoing, I am of the opinion as follows:

1. The Issuer is a municipal corporation, lawfully organized and existing under the laws of the State of Tennessee, and has the right and authority under Tennessee law, to adopt the Bond Resolution.
2. The execution, delivery and performance, as applicable, by the Issuer of the Series 2016 Bonds, the Bond Resolution, the Official Statement and the Continuing Disclosure Certificate have been duly authorized and approved by all necessary action of the Issuer. No provision or action heretofore taken by the City Council pertaining to the authorization and issuance of the Series 2016 Bonds, including but not limited to the Bond Resolution, has been repealed, revoked or amended (except as noted in (i) and (ii) above), and said Bond Resolution is in full force and effect according to its terms.
3. To the best of my knowledge after due inquiry, the execution, delivery and performance, as applicable, by the Issuer, of its obligations under the Bond Resolution, the Series 2016 Bonds, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Certificate, the adoption of the Bond Resolution, and compliance with the provisions of the foregoing under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach or default under any agreement, trust agreement, loan agreement, bond, note, resolution, ordinance or other instrument or legal restriction to which the Issuer is a part or is otherwise subject or any existing law or administrative regulation, or any court order, judgment or consent decree to which the Issuer is subject and do not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any properties of the Issuer other than as may be contemplated by the Bond Resolution. To my knowledge, the Issuer is not in default under the terms and provisions of the Bond Resolution.
4. No authorization, consent, waiver, approval or other action by and no notice to or filing or registration with, any officer, board, authority, agency or instrumentality of the Issuer, not already obtained, was required as of the date the City Council adopted the Bond Resolution, or is or was required as of the date hereof for the due execution, delivery and performance, as applicable by the Issuer of the Series 2016 Bonds, the Bond Resolution, the Bond Purchase Agreement, the Official Statement and the Continuing Disclosure Certificate.

5. The Issuer is lawfully organized and all present officials thereof have good and sufficient title to their respective official positions. The Honorable Kim McMillan is the duly elected, qualified and acting Mayor of the Issuer.

6. The requirements of the Open Meetings Act as they relate to regular and special meetings, as applicable, of the City Council were fulfilled with respect to its May ___, 2016 meeting.

7. The Issuer has good right and lawful authority to operate, maintain and improve the water, sewer and gas systems of the Issuer and to fix, establish and maintain or cause to be fixed, established and maintained rates and charges for the provision and sale of water, sewer and gas services and to perform all its obligations under the Bond Resolution in those respects.

8. Except as disclosed in the Official Statement, no litigation of any nature is now pending, or, to the knowledge of the undersigned, threatened, seeking to restrain or enjoin the Issuer's execution and delivery of the Series 2016 Bonds, or the collection of revenues sufficient to pay the principal amount of the Series 2016 Bonds or interest thereon, or in any manner questioning the proceedings and authority therefor or affecting the validity of said Series 2016 Bonds or the revenues of the System securing the Series 2016 Bonds; that neither the existence nor the present boundaries of the Issuer nor the title of the present officers to their respective offices is being contested; that no authority or proceeding for the execution and delivery of said Series 2016 Bonds has been repealed, revoked or rescinded; and that there has been no change in the status of pending litigation from that indicated in the Official Statement.

9. The 2016 legislative session of the General Assembly of the State of Tennessee has adjourned and no legislation was been passed during such 2016 session affecting the power and authority of the Issuer to execute and deliver the Series 2016 Bonds.

Without having undertaken to determine independently the accuracy and completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the Official Statement as of its date or as of the date hereof 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.

I do not express any opinion regarding the Series 2016 Bonds except as expressly set forth above.

I hereby consent to the reference to me in the Official Statement.

Yours very truly,

Lance Baker, Esq.
City Attorney
City of Clarksville, Tennessee

SECTION 23. Exhibit D

[FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL]

[Letterhead of Bass, Berry & Sims PLC]

June ___, 2016

Morgan Stanley & Co. LLC, as
Representative
440 South LaSalle Street, 37th Floor
Chicago, Illinois 60605

Ladies and Gentlemen:

With respect to the issuance by the City of Clarksville, Tennessee (the "Issuer") of its Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), this opinion is furnished to you pursuant to Section 8(h) of that certain Bond Purchase Agreement, dated June ___, 2016 (the "Purchase Agreement"), by and between the Issuer and you, as Representative of the Underwriters (collectively, the "Underwriters"). We have reviewed such documents and proceedings and matters of law, as we have considered necessary or appropriate for the purpose of this opinion. Unless the context indicates otherwise, all terms not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

On the basis of our review, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and legally binding agreement of the Issuer enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and the application of equitable principles where equitable remedies are sought.

2. The Continuing Disclosure Certificate by the Issuer dated June ___, 2016 has been duly authorized, executed and delivered by the Issuer and constitutes a valid and legally binding agreement of the Issuer enforceable in accordance with its terms.

3. The information in the Official Statement under the captions "THE SERIES 2016 BONDS" and "TAX MATTERS", insofar as such information purports to summarize certain provisions of the Series 2016 Bonds (other than financial or statistical data or descriptions of the book-entry-only system), the Internal Revenue Code of 1986, as amended, and our opinion of even date herewith approving the validity of the Series 2016 Bonds are accurate and fair statements or summaries.

4. Under existing laws, the Series 2016 Bonds may be offered and sold without registration under the Securities Act of 1933, as amended, and the Bond Resolution (as defined in the Purchase Agreement) is not required to be qualified under the Trust Indenture Act of 1939, as amended.

This letter is furnished by us as bond counsel to the Issuer. No attorney-client relationship has existed or exists between our firm and yourselves in connection with the Series 2016 Bonds or by virtue of this letter and we have no obligation to update this letter. This letter is delivered to you as Underwriters of the Series 2016 Bonds, is solely for your benefit as such Underwriters and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person without our consent. This letter is not intended to be relied upon by owners of the Series 2016 Bonds.

Very truly yours,

SECTION 24. Exhibit E

[FORM OF OPINION OF UNDERWRITERS COUNSEL]

[Adams and Reese LLP Letterhead]

June __, 2016

Morgan Stanley & Co. LLC, as
Representative
440 South LaSalle Street, 37th Floor
Chicago, Illinois 60605

CITY OF CLARKSVILLE, TENNESSEE

\$ _____

WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2016

Ladies and Gentlemen:

We have acted as counsel for the Underwriters (the "Underwriters") named in the Bond Purchase Agreement dated June __, 2016 (the "Bond Purchase Agreement") between the City of Clarksville, Tennessee (the "Issuer") and you, as Representative of the Underwriters, in connection with purchase and sale by the Underwriters of the Issuer's Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), upon their initial issuance and delivery. Capitalized terms defined in the Bond Purchase Agreement are used with the same meanings herein.

As such counsel, we have reviewed such documents and have made such investigations of law as we have deemed relevant and necessary as the basis for the opinion hereinafter expressed.

Under existing laws, the Series 2016 Bonds may be offered and sold without registration under the Securities Act of 1933, as amended, and the Bond Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

We are not passing upon, and assume no responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement. Without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, but on the basis of our conferences with representatives of the Issuer, Bond Counsel and the Underwriters and our examination of certain documents referred to in the Official Statement, nothing has come to our attention which would lead us to believe that the Official Statement (except for the financial, forecast, technical or statistical data and the information respecting The Depository Trust Company included therein, as to which we do not express an opinion) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

We are of the further opinion that the Continuing Disclosure Certificate complies as to form in all material respects with the requirements of paragraph (b)(5) of the Rule. In addition, but limited to and based solely upon our reliance on the Issuer's representations contained in or relied upon in certain of the documents, instruments, certificates and opinions included in the transcript of proceedings of the Series 2016 Bonds, we are of the opinion, assuming the historical, current and continuing accuracy of such representations, that the undertakings contained in the Continuing Disclosure Certificate provide a suitable basis for the Underwriters to reasonably determine that the Issuer has undertaken to provide the information required to be provided in connection with the primary offering of the Series 2016 Bonds pursuant to paragraph (b)(5)(i) of the Rule. We do not opine upon the enforceability of the Continuing Disclosure Certificate and have relied upon the opinion of Bond Counsel to the Issuer that the Continuing Disclosure Certificate has been duly authorized, executed and delivered and constitutes a valid and binding obligation upon the Issuer.

We have not passed upon, and the foregoing is subject to, the validity of the Series 2016 Bonds and the exclusion from gross income for federal income tax purposes of the interest on the Series 2016 Bonds, as to which we understand that you are relying upon the opinion, dated the date hereof, of Bass, Berry & Sims PLC, Nashville, Tennessee.

We assume no responsibility for updating this opinion to take into account any event, action, interpretation or change of law occurring subsequent to the date hereof that may affect the validity of any of the opinions expressed herein. This opinion is furnished by us solely for the benefit of the Underwriters for use in connection with the transactions contemplated by the Bond Purchase Agreement and it may not be furnished or quoted to, or relied upon by, any other person, without our prior written consent, except that this opinion may be included in a transcript of proceedings in connection with the issuance of the Series 2016 Bonds.

Very truly yours,

SECTION 25. Exhibit F

FINANCIAL ADVISOR CERTIFICATE WITH RESPECT TO THE PRELIMINARY
OFFICIAL STATEMENT AND OFFICIAL STATEMENT IN CONNECTION WITH THE
CITY OF CLARKSVILLE, TENNESSEE

\$ _____
WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2016

The undersigned, an authorized officer of Public Financial Management, Inc., Memphis, Tennessee, Financial Advisor, in connection with the issuance of the City of Clarksville, Tennessee Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), hereby certifies that we have participated in the preparation of the Preliminary Official Statement dated _____, 2016 and Official Statement dated June ___, 2016, both relating to the Series 2016 Bonds, and that the information contained in the Preliminary Official Statement and the Official Statement accurately reflects information received from public records, discussions with public officials and employees and other sources which we believe are reliable; provided, however, that we have not made an independent investigation of the information supplied to us in the preparation of the Preliminary Official Statement and the Official Statement, and we are not passing upon or warranting the truth or the accuracy of such information. To the best of our knowledge and belief (a) the Preliminary Official Statement did not, as of its date, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (b) as of the date hereof, the Official Statement does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (c) as of this date there has been no material adverse change in the financial condition or financial affairs of the City of Clarksville, Tennessee since the date of issuance of said Official Statement on June ___, 2016.

Dated this ____ day of June, 2016.

PUBLIC FINANCIAL MANAGEMENT,
INC.

By: _____

Its: _____

SECTION 26. Exhibit G

REPRESENTATIVE'S CERTIFICATE WITH RESPECT TO THE
BONA FIDE OFFERING OF THE SERIES 2016 BONDS

The undersigned, as representative (the "Representative") of the Underwriters (as defined in the Bond Purchase Agreement) in connection with the issuance of the City of Clarksville, Tennessee (the "Issuer") \$_____ Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), hereby certifies that:

On June __, 2016 (the "Sale Date"), the Underwriters made a bona fide offering of the Series 2016 Bonds to the Public (as defined below) at the respective prices set forth on the cover of the Official Statement distributed in connection with the Series 2016 Bonds. For purposes of this certificate, the "Public" does not include bond houses, brokers, and similar persons or organizations acting in the capacity of underwriters or wholesalers. On the Sale Date, the Underwriters sold at least 10% of each maturity of the Series 2016 Bonds to the Public at or below the respective prices set forth on the cover of the Official Statement.

The Issuer may rely on the statements made herein in connection with making the representations set forth in the Tax Exemption Certificate and Agreement for the Series 2016 Bonds and in its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code"). Bass, Berry & Sims PLC may also rely on this Certificate for purposes of its opinion regarding the treatment of interest on the Series 2016 Bonds as excludable from gross income for federal income tax purposes. Any reliance accorded to the Issuer or to Bass, Berry & Sims PLC is qualified to the effect that nothing herein represents our interpretation of any laws, and in particular, regulations under section 148 of the Internal Revenue Code.

Dated this ____ day of June, 2016.

MORGAN STANLEY & CO. LLC,
as Representative of the Underwriters

By: _____
William D. Mack, Executive Director

CITY OF CLARKSVILLE, TENNESSEE

\$_____ WATER, SEWER AND GAS REVENUE REFUNDING BONDS, SERIES 2016

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of _____, 2016, by and between the City of Clarksville, Tennessee (the "Issuer") and U.S. Bank National Association (the "Agent").

W I T N E S S E T H:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding debt obligations, as described herein (the "Outstanding Obligations") by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Obligations as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Obligations, the Issuer has authorized and issued its Water, Sewer and Gas Revenue Refunding Bonds, Series 2016 (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 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 Obligations 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 Obligations, 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 Obligations 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 \$_____ derived from the proceeds of the sale of the Refunding Bonds and \$_____ derived from other 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 Obligations; but if the principal of and interest on the Outstanding Obligations 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.

SECTION 27. DEFINITIONS AND CONSTRUCTION

(a) 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:

“Agreement” means this Refunding Escrow Agreement;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.1 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 Obligations” means Water, Sewer and Gas Revenue Refunding and Improvement Bonds, Series 2007, maturing _____; and

“Written Request” means 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 the place of the Mayor.

(b) 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.

SECTION 28. ESTABLISHMENT AND ADMINISTRATION OF FUNDS

(a) 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.

(b) Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

(i) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(ii) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 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.

(c) 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, as paying agent for the Outstanding Obligations, shall make timely payments to holders of the Outstanding Obligations of monies sufficient for the payment of the principal of and interest on the Outstanding Obligations as the same shall become due and payable. Amounts and dates of principal and interest payments with respect to the Outstanding Obligations are set forth on Exhibit A. Payment on the dates to the holder of the Outstanding Obligations in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to the payment(s). 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 Obligations 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 Obligations 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.

(d) Excess Funds. Except as provided in Section 2.6 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 Obligations, 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 Obligations. Upon retirement of all the Outstanding Obligations, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

(e) Reports. The Agent shall deliver to the City Clerk of the Issuer, within 90 days of the close of the Issuer's fiscal year, a report current as of the end of such fiscal year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Issuer and which also shall set forth all assets in the Escrow Fund as of the end of such fiscal year and set forth opening and closing balances thereof for that fiscal year. The Agent shall also deliver to the City Clerk, within 90 days following the final disposition of funds herefrom, a report summarizing all transactions relating to the Escrow Fund effected during the term thereof.

(f) Investment of Moneys 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 Obligations, 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 investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Obligations. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Obligations to the extent the Escrow is or will be insufficient to retire the Outstanding Obligations 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.

(g) 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 Obligations, except as provided herein with respect to amendments permitted under Section 4.1 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.

(h) Redemption of Outstanding Obligations. The Outstanding Obligations shall be redeemed as stated on Exhibit C attached hereto. The Agent, as registration and paying agent for the Outstanding Obligations, is hereby authorized and directed to give notice of redemption of the Outstanding Obligations to the holders of the Outstanding Obligations in substantially the form of notice in Exhibit C not less than thirty (30) days nor more than sixty (60) days prior to the redemption date of February 1, 2017 in accordance with the resolution authorizing the Outstanding Obligations.

SECTION 29. CONCERNING THE AGENT

(a) Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

(b) 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.

(c) 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 or any paying agent 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, county, Issuer 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 gross 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 Obligations 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 Obligations. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Obligations 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 Obligations 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 Obligations, 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.

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

(e) Exculpation of Funds of Agent. Except as set forth in Section 3.3, 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.

(f) Payment of Deficiency by Issuer. 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 of the sums provided for under Section 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Obligations.

(g) No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Obligations, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Obligations except as provided in Section 2.8 hereof.

(h) 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.

(i) 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 Obligations 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 Montgomery County, Tennessee for the appointment of a successor, or any holder of the Outstanding Obligations may, on behalf of himself and others

similarly situated, 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 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

(j) Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Obligations, 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 any such bondholder may, on behalf of himself and all others similarly situated, 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 3.8. 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 a majority in aggregate principal amount of all the Outstanding Obligations at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders 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.

(k) 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 3.8 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 3.8 hereof.

(l) Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, the sum of \$____, payable on the date hereof. 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 Obligations; provided, however, that 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.

SECTION 30. MISCELLANEOUS

(a) Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Obligations, and it shall not be repealed, revoked, altered or amended without the written consent of all 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:

(i) to cure any ambiguity or formal defect or omission in this Agreement;

(ii) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Obligations, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(iii) 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 Obligations, 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 Obligations. 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 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 Obligations in the manner required by the proceedings which authorized their issuance. 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.

(b) 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 whatever.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

(d) 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:

City of Clarksville, Tennessee
One Public Square
Clarksville, TN 37040
Attn: Chief Financial Officer

To the Agent:

U.S. Bank National Association
333 Commerce Street, Suite 800
Nashville, Tennessee 37201
Attn: Connie Jaco

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.

(e) 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.

(f) 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.

(g) 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 and the Agent have caused this Agreement to be executed all as of the day and date first above written.

CITY OF CLARKSVILLE, TENNESSEE

By:_____

Mayor

City Clerk

U.S. BANK NATIONAL ASSOCIATION
Escrow Agent

By:_____

Title:_____

RESOLUTION 45-2015-16

A RESOLUTION SUPPORTING THE SMOKE-FREE COMMUNITY INITIATIVE ON CITY OF CLARKSVILLE GOVERNMENT PROPERTY

- WHEREAS*, according to the Centers for Disease Control and Prevention (CDC), secondhand smoke exposure is a leading, preventable cause of illness in the nation. Secondhand smoke has been proven to cause lung cancer, coronary disease, and respiratory disease in both smokers and nonsmokers as well as contributing to the deaths of 2,500,000 nonsmokers since 1964; and
- WHEREAS*, according to the American Lung Association, emissions from e-cigarettes (includes personal vaporizers) contain formaldehyde, benzene and tobacco-specific nitrosamines (all carcinogens); and
- WHEREAS*, in 2006, the United States Surgeon General determined that secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; that children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory infections, ear problems, and more severe asthma; and
- WHEREAS*, research indicates that during active smoking, outdoor levels of secondhand smoke may be as high as indoor levels and may pose a health risk for people in close proximity, such as sitting beside someone on a park bench or children playing nearby; and
- WHEREAS*, the Americans for Nonsmokers' Rights Foundation reports 1,275 municipalities have reduced secondhand smoke exposure by enacting various forms of 100% smoke free resolutions; and
- WHEREAS*, on June 11, 2007, "Tennessee Non-Smokers Protection Act," Tennessee Code Annotated, Title 39, Chapter 17; Title 50 and Title 68, became effective, making it illegal in all enclosed public places within the State of Tennessee; and
- WHEREAS*, it is the duty of the Montgomery County Board of Health to adopt rules and regulations as may be necessary or appropriate to protect the general health and safety of the county; and
- WHEREAS*, the "Keep America Beautiful" Initiative reports that cigarette butt litter represents 34% of all litter in outdoor recreation areas; requires additional sidewalk and street sweeping, greenway and park maintenance, storm drain cleaning, and increased maintenance of storm water filters; and can result in decreased foot traffic and a decrease in property values of up to 7%; and

WHEREAS, the students of the Northwest High School Academy of Health Sciences and the Rossview High School Academy of Media Arts and Technology have studied the adverse affects of secondhand smoke, and ask the Clarksville City Council to support the Smoke-Free Community Initiative.

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

That the Clarksville City Council hereby supports and authorizes implementation of the “Smoke-Free Community Initiative” for all City of Clarksville government property.

ADOPTED:

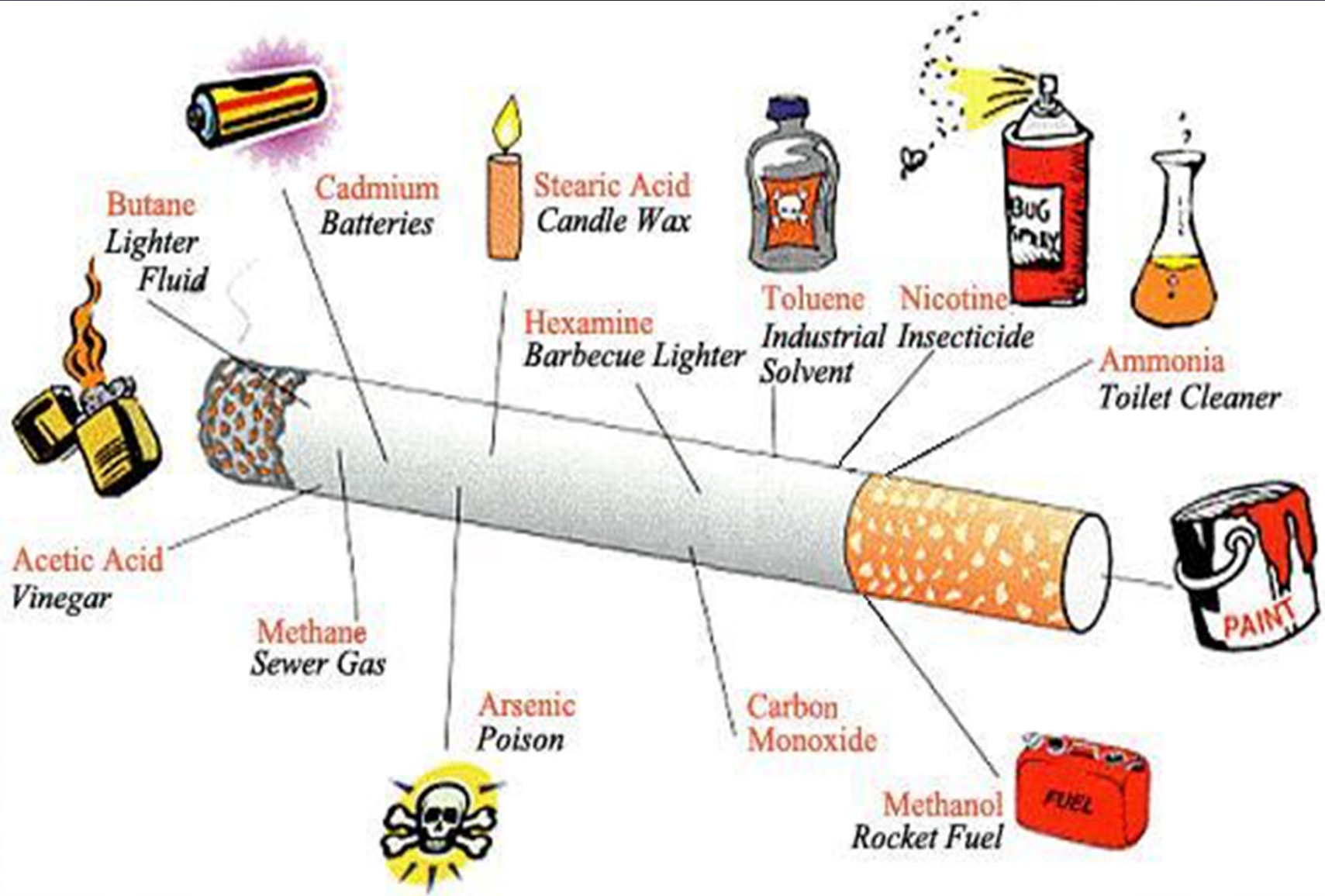
Smoke-free

Community

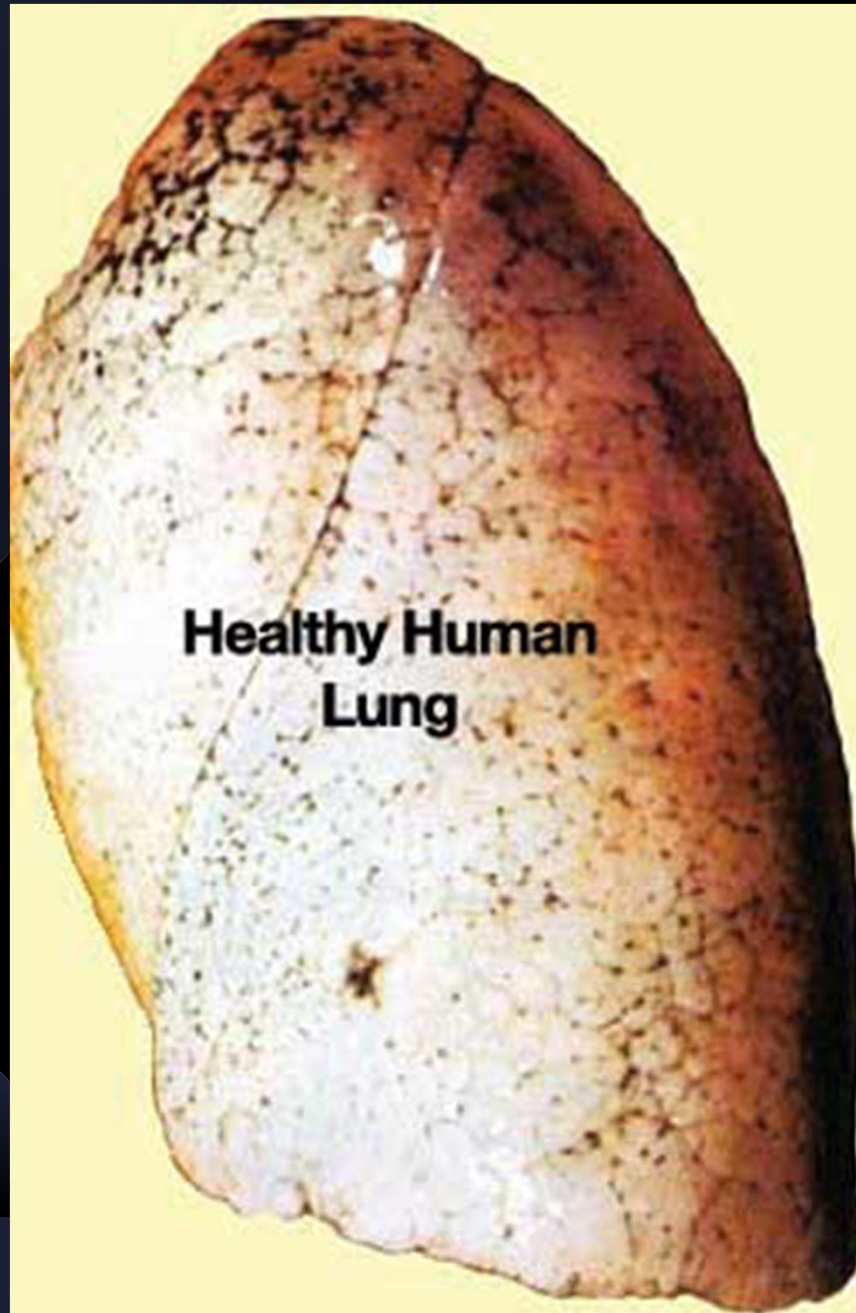
Initiative



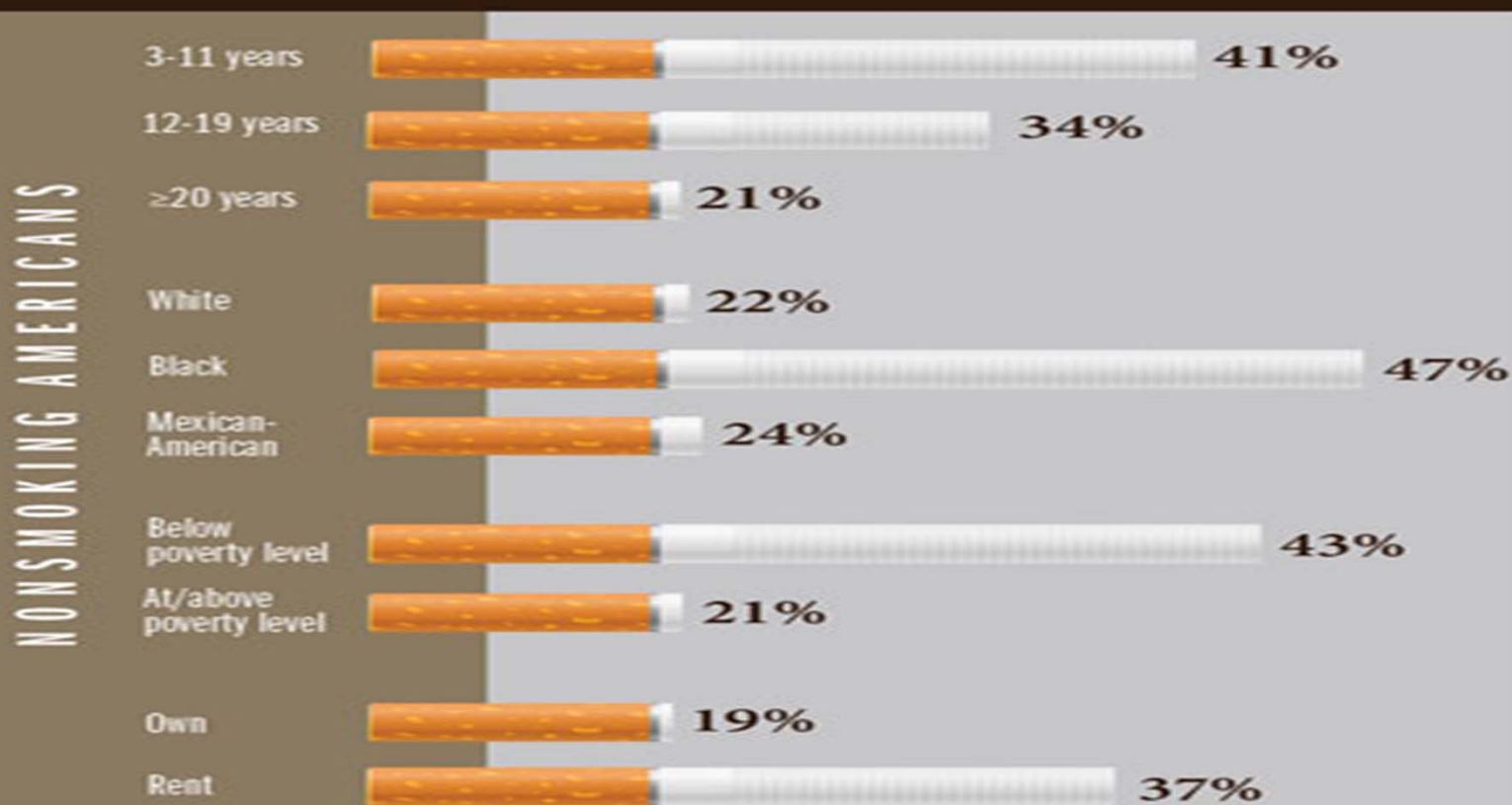








Some groups have higher exposure to secondhand smoke and its harmful effects



SOURCE: National Health and Nutrition Examination Survey Data 1999-2012.



CHICAGO TOBACCO PREVENTION PROJECT



RESPIRATORY
HEALTH
ASSOCIATION
of Metropolitan Chicago

Designed by Elizabeth, age 23.





*** Support the Smoke-free Community Initiative so our children don't have to enter community centers or play in parks amid clouds of smoke.**

Rossview High

AMAT

Media Arts & Technology
CREATIVE-INNOVATIVE-EMPOWERED

PLEASE TAKE A

BREAK

FROM SMOKING

THE CITY OF
CLARKSVILLE™

TENNESSEE'S TOP SPOT

BREATHE CLEAN



MONTGOMERY COUNTY
T E N N E S S E E

THIS AREA IS FREE OF NICOTINE



*Love the
Way You
Breathe*

Keep Their Lungs Clean



THE CITY OF
CLARKSVILLE™
TENNESSEE'S TOP SPOT

Enjoy the Clean Air



Smoke-Free Community Initiative

KEEP OUR COUNTY CLEAN



Smoke Free Community

THE CITY OF
CLARKSVILLE

TENNESSEE'S TOP SPOT

TOBACCO-FREE



MARK



**Thank you for
keeping this a smoke free
community initiative.**

***We get it,
you smoke.***

***Just
not here.***



**TURN AWAY
FROM THE**

DARK

SIDE

SMOKE-FREE GALAXY



Enjoy the
CLEAN AIR

rather than
the

SMOKE

you put in it



Enjoy the Smoke-Free Air!

This is a smoke-free community initiative



Image ©Elisabeth Rausch 2015

GIVE
SMOKING
THE
COLD
SHOULDER



CLARKSVILLE
TENNESSEE'S TOP SPOT

Smoke Rings



Aren't Halos

THE CITY OF
CLARKSVILLE
TENNESSEE'S TOP SPOT



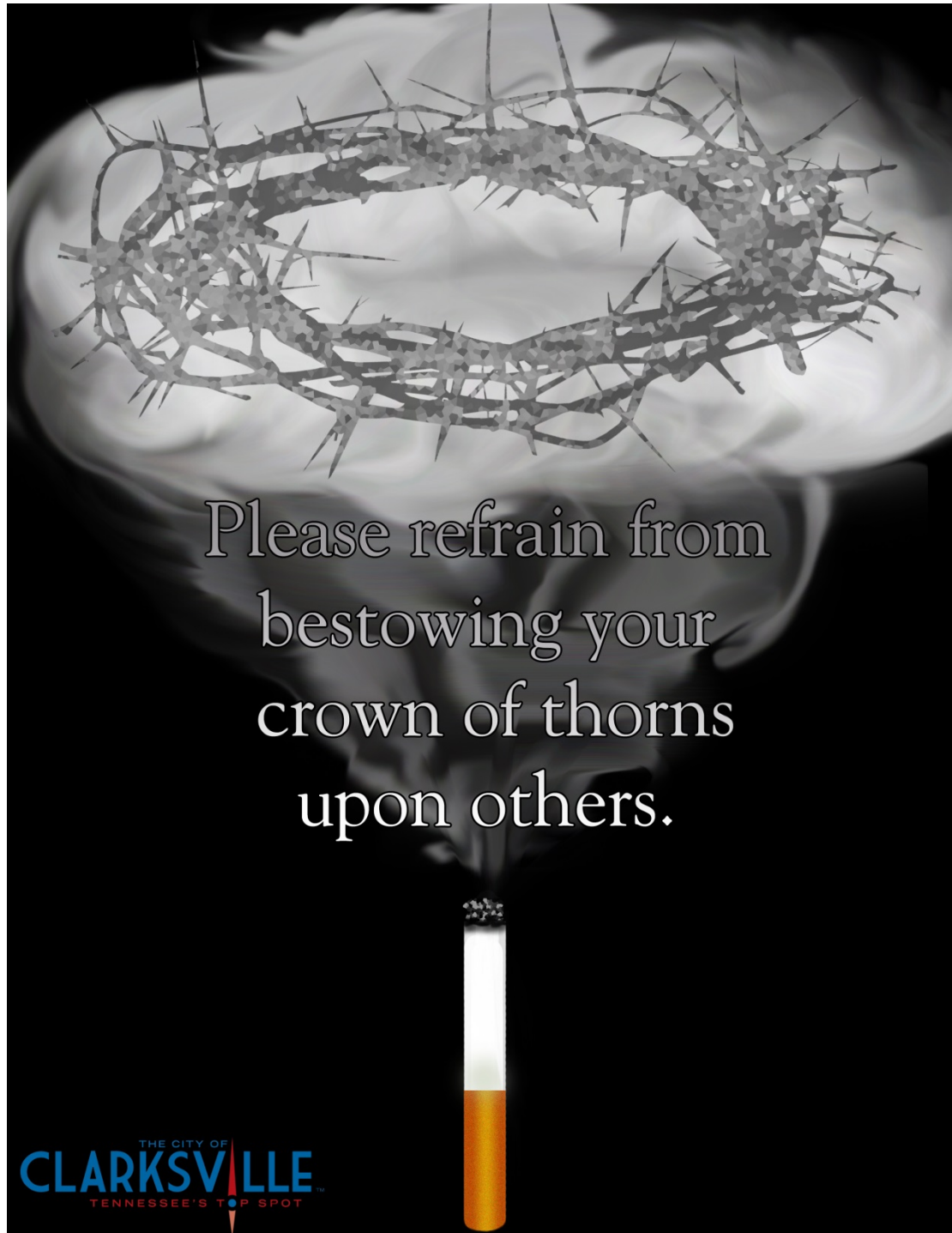
TREAT YOURSELF TO
SOME FRESH AIR.
PLEASE REFRAIN
FROM SMOKING.

THE CITY OF
CLARKSVILLE
TENNESSEE'S TOP SPOT

Free your lungs

**PLEASE
SHY FROM**





Please refrain from
bestowing your
crown of thorns
upon others.

***Enjoy
The
Fresh
Air!***



This is a smoke-free community initiative.

THE CITY OF
CLARKSVILLE
TENNESSEE'S TOP SPOT

THIS COMPANY

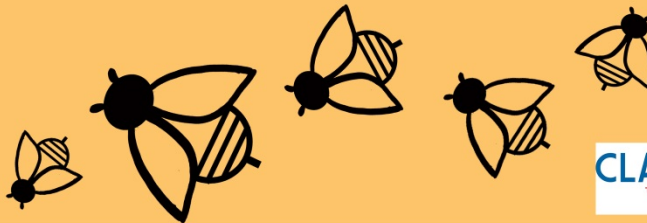


Smoke free

Makes You

Happy

As Can Bee 



THE CITY OF
CLARKSVILLE
TENNESSEE'S TOP SPOT