



**CLARKSVILLE CITY COUNCIL
EXECUTIVE SESSION
FEBRUARY 23, 2017, 4:30 P.M.**

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

AGENDA

1) PLANNING COMMISSION PUBLIC HEARING

1. **ORDINANCE 51-2016-17** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Annette Shrader, Jason Daugherty-Agent, for zone change on property located at the intersection of Business Park Drive and Corporate Drive from M-1 Light Industrial District to C-5 Highway & Arterial Commercial District (*RPC: Approval/Approval*)
2. **ORDINANCE 51-2016-17** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Richard D. Collins for zone change on property located at the intersection of Batts Lane and Columbia Street from RM-1 Single Family Mobile Home Residential District to R-4 Multiple Family Residential District (*RPC: Approval/Approval*)

2) REQUEST FOR ZONING REAPPLICATION

1. **RESOLUTION 27-2016-17** Authorizing reapplication for zone change by Grace Bible Church on property located at the intersection of Peachers Mill Road and Pine Mountain Road (*Councilman Erb*)

3) 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 45-2016-17** (Second Reading) Authorizing extension of utilities to Poplar Hills Subdivision, Section 7; request of Clinton Barger

2. **ORDINANCE 47-2016-17** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Grace L. Harless for zone change on property located at the intersection of Peachers Mill Road and Carter Road from R-1 Single Family Residential District to R-4 Multiple Family Residential District
4. **RESOLUTION 26-2016-17** Approving a retail liquor store Certificate of Compliance for Steven Howard (relocation of University Package Store from College Street to Jefferson Street)
5. Adoption of Minutes: February 2nd
6. Approval of Board Appointments:

Airport Liaison Committee: Ron Erb (replace Joel Wallace-term expired) – Cotermious

Community Health Foundation: Tommy Bates (replace Anne Black-term expired), Jeff Bibb (replace Mike O'Malley-term expired), Dr. Micki Dautherty (replace Dr. Jennifer Ellis-term expired), Kyle Luther (replace Jack Turner-term expired) – March 2017 through February 2020

Museum Board: Mike Alexander (reappointment) – January 2017 through December 2017)

Senior Citizens Board of Directors: Trish Blair (replace Barbara Johnson-resigned) – March 2016 through June 2018; Norma Deal (replace Doris Allen Reynolds-resigned) – March 2016 through June 2019

4) FINANCE COMMITTEE

Jeff Burkhart, Chair

1. **ORDINANCE 48-2016-17** (First Reading) Amending the FY2017 Fire & Rescue budget for CAD Implementation (*Finance Committee: Approval*)
2. **ORDINANCE 49-2016-17** (First Reading) Amending the Official Code to installation and maintenance of excess flow valves (*Finance Committee: Approval*)
3. **RESOLUTION 21-2016-17** (Postponed January 24th) Authorizing issuance of \$25,750,000 Water, Sewer, Gas Revenue Bonds (*Finance Committee: Approval*)

5) GAS & WATER COMMITTEE

Bill Powers, Chair

1. **ORDINANCE 38-2016-17** (First Reading; Postponed February 2nd) Amending the Official Code relative to gas rates (*Gas & Water Committee: Approval*)
2. **ORDINANCE 50-2016-17** (First Reading) Authorizing extension of utilities to Poplar Hill Subdivision; request of Fulton Wilson (*Gas & Water Committee: _____*)

6) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

7) PARKS COMMITTEE

(Parks, Recreation, General Services)

Valerie Guzman, Chair

8) PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire & Rescue, Police)

Geno Grubbs, Chair

9) STREETS & GARAGE COMMITTEE

Mike Alexander, Chair

10) TRANSPORTATION COMMITTEE

Deanna McLaughlin, Chair

11) NEW BUSINESS

1. **RESOLUTION 28-2016-17** Expressing support for increased transportation funding and local public transit referendums in Tennessee (*Mayor McMillan*)
2. Update on Frosty Morn building (*Councilwoman Smith*)

12) MAYOR AND STAFF REPORTS

13) PUBLIC COMMENTS

14) ADJOURNMENT

ORDINANCE 51-2016-17

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF ANNETTE SHRADER FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF BUSINESS PARK DRIVE AND CORPORATE 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 M-1 Light Industrial 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 170 +/- feet southeast of the centerline of the intersection of Business Park Drive & Corporate Drive, said point being the southeast corner of the herein described tract and the northeast corner of the Cheung Property, thence in a southwesterly direction 123 +/- feet with the Cheung Property northern boundary to a point, said point being the southeast corner of the Susan Choate Young property, thence in a northwesterly direction 144 +/- feet with the eastern boundary of the Susan Choate Young property to a point, said point being in the southern right of way margin of Business Park Dr., thence in a northerly direction 105 +/- feet thence in a southerly direction 136 +/- feet with the southern right of way line margin of Corporate Drive to the point of beginning, said tract containing 0.39 +/- acres. further identified as Tax Map 56-A-A, Parcel 6.00

ORDINANCE 52-2016-17

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF RICHARD D. COLLINS FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF BATTS LANE AND COLUMBIA STREET

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned RM-1 Single Family Mobile Home Residential District, as R-4 Multiple Family Residential District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being in the southern corner of the intersection of Batts Lane and Columbia Street, said point also being the northeast corner of the herein described tract, thence in a southerly direction 154 +/- feet to a point, said point being the northeast corner of the Richard Collins property, thence in a westerly direction 152 +/- feet and 177 +/- feet in a southerly direction with the Collins northern and western boundaries to a point, said point being in the northern boundary of the Titan Realty GP, thence in a westerly direction 121 +/- feet to a point said point being the northwest corner of the Titan Realty GP Property, thence in a southerly direction 292 +/- feet with the western boundary of the Titan Realty GP property and others to a point, said point being the northeast corner of the Nick Dattilo property, thence in a westerly direction 139 +/- feet to a point said point being the southeast corner of the Richard Collins property, thence in a northerly direction 229 +/- feet to a point, said point in the southern right of way margin of Batts Lane, thence in a northeasterly direction 580 +/- feet to the point of beginning, tract herein described containing 1.07 +/- acres, further identified as Tax Map 30-I-H, Parcels 2.02 & 2.03

CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on: March 2, 2017. The public hearing will be held on: March 2, 2017.

CITY ORD. #: 51-2016-17 RPC CASE NUMBER: Z-3-2017

Applicant: ANNETTE SHRADER

Agent: Jason Daugherty

Location: Parcel located south of the Business Park Drive and Corporate Drive intersection.

Ward #: 9

Request: M-1 Light Industrial District
 to
 C-5 Highway & Arterial Commercial District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 52-2016-17 RPC CASE NUMBER: Z-4-2017

Applicant: RICHARD D COLLINS

Location: Property located south of the Batts Lane & Columbia Street intersection.

Ward #: 3

Request: RM-1 Single-Family Mobile Home Residential District
 to
 R-4 Multiple-Family Residential District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 2/22/2017

CASE NUMBER: Z - 3 - 2017

NAME OF APPLICANT: Annette

Shrader

AGENT: Jason

Daugherty

GENERAL INFORMATION

PRESENT ZONING: M-1

PROPOSED ZONING: C-5

EXTENSION OF ZONE

CLASSIFICATION: YES

APPLICANT'S STATEMENT To secure a zoning classification commensurate with suitable uses for the existing
FOR PROPOSED USE: improvements.

PROPERTY LOCATION: Parcel located south of the Business Park Drive and Corporate Drive intersection.

ACREAGE TO BE REZONED: 0.39

DESCRIPTION OF PROPERTY Existing two story office building with paved parking lot.
AND SURROUNDING USES:

GROWTH PLAN AREA:

CITY **TAX PLAT:** 56-A-A

PARCEL(S): 6.00

CIVIL DISTRICT: 12

CITY COUNCIL WARD: 9

COUNTY COMMISSION DISTRICT: 14

PREVIOUS ZONING HISTORY:

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

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

2. STREET DEPARTMENT/

COUNTY HIGHWAY DEPARTMENT:

Comments Received From Department And They Had No Concerns.

3.

2a. COST TO STREET/HIGHWAY DEPT.:

3. DRAINAGE COMMENTS:

Comments Received From Department And They Had No Concerns.

4.

3a. DRAINAGE COST:

4. CDE/CEMC:

5.

4a. COST TO CDE/CEMC:

5. CHARTER COMM./BELL SOUTH:

6.

5a. COST TO CHARTER AND/OR BELLSOUTH:

6. FIRE DEPT/EMERGENCY MGT.:

7.

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

Comments Received From Department And They Had No Concerns.

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

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

9.

Comments Received From Department And They Had No Concerns.

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

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

11.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Minimal

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: BUSINESS PARK DR. & CORPORATE DR.

DRAINAGE:
VARIES

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

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

STAFF RECOMMENDATION: **APPROVAL**

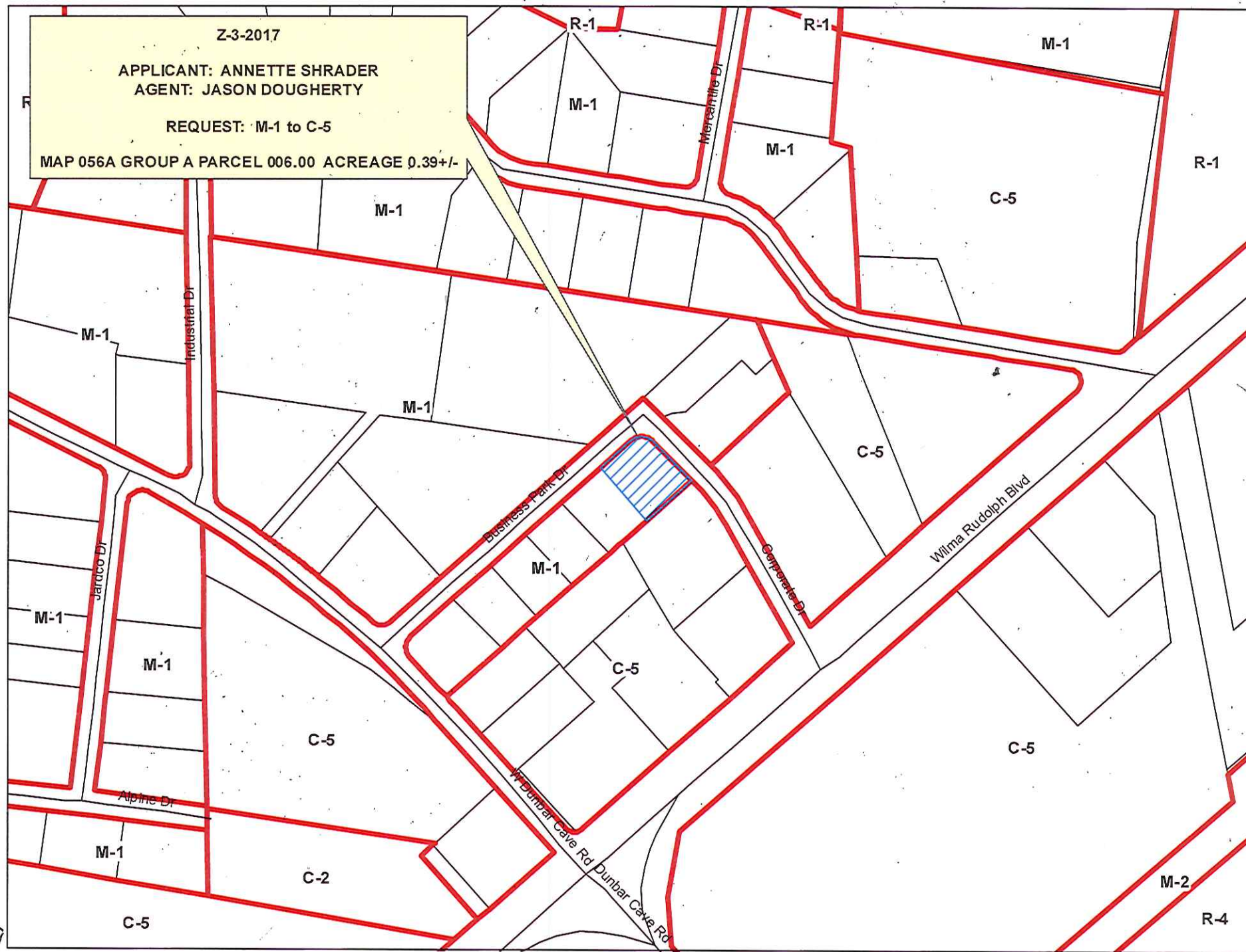
1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. No adverse environmental issues were identified relative to this request.
4. Request is an extension C-5 zoning to the southeast. C-5 zoning also permits additional uses that are in character of the area.
- 5.

Z-3-2017

APPLICANT: ANNETTE SHRADER
AGENT: JASON DOUGHERTY

REQUEST: M-1 to C-5

MAP 056A GROUP A PARCEL 006.00 ACREAGE 0.39+/-



CASE NUMBER: Z 3 2017 **MEETING DATE** 2/22/2017

APPLICANT: Annette Shrader

PRESENT ZONING M-1 **PROPOSED ZONING** C-5

TAX PLAT # 56-A-A **PARCEL** 6.00

GEN. LOCATION Parcel located south of the Business Park Drive and Corporate Drive intersection.

PUBLIC COMMENTS

None received as of 10:30 a.m. on 2/22/2017 (jhb).

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 2/22/2017

CASE NUMBER: Z - 4 - 2017

NAME OF APPLICANT: Richard D

Collins

AGENT:

GENERAL INFORMATION

PRESENT ZONING: RM-1

PROPOSED ZONING: R-4

EXTENSION OF ZONE

CLASSIFICATION: YES

APPLICANT'S STATEMENT The requested rezoning to R-4 is consistent with other properties in the area. It is
FOR PROPOSED USE: an extension of the existing zoning classification to the northwest.

PROPERTY LOCATION: Property located south of the Batts Lane & Columbia Street intersection.

ACREAGE TO BE REZONED: 1.07

DESCRIPTION OF PROPERTY Two single family mobile home lots with two single family mobile homes.
AND SURROUNDING USES:

GROWTH PLAN AREA:

CITY **TAX PLAT:** 30-I-H

PARCEL(S): 2.02 & 2.03

CIVIL DISTRICT: 3rd

CITY COUNCIL WARD: 3

COUNTY COMMISSION DISTRICT: 10

PREVIOUS ZONING HISTORY:

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

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

- ☒ GAS AND WATER ENG. SUPPORT MGR.
- ☒ GAS AND WATER ENG. SUPPORT COOR.
- ☐ UTILITY DISTRICT
- ☒ JACK FRAZIER
- ☒ CITY STREET DEPT.
- ☒ TRAFFIC ENG. - ST. DEPT.
- ☐ COUNTY HIGHWAY DEPT.
- ☐ CEMC
- ☒ DEPT. OF ELECTRICITY (CDE)

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

2. STREET DEPARTMENT/

COUNTY HIGHWAY DEPARTMENT:

3.

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

3. DRAINAGE COMMENTS:

4.

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELLSOUTH:

7.

Comments Received From Department And They Had No Concerns.

6. FIRE DEPT/EMERGENCY MGT.:

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

Comments Received From Department And They Had No Concerns.

7. POLICE DEPT/SHERIFF'S OFFICE:

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

9.

Comments Received From Department And They Had No Concerns.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

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

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

0.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

11.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

**IMPACT OF PROPOSED USE ON
SURROUNDING DEVELOPMENT:**

Increased traffic light & noise

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: BATT'S LANE & COLUMBIA STREET

DRAINAGE:
SOUTHWEST

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

Lafayette Planning Area- This area experienced considerable residential growth in the decade of the 90's. There is considerable room for expansion along the SR 374 corridor.

STAFF RECOMMENDATION: APPROVAL

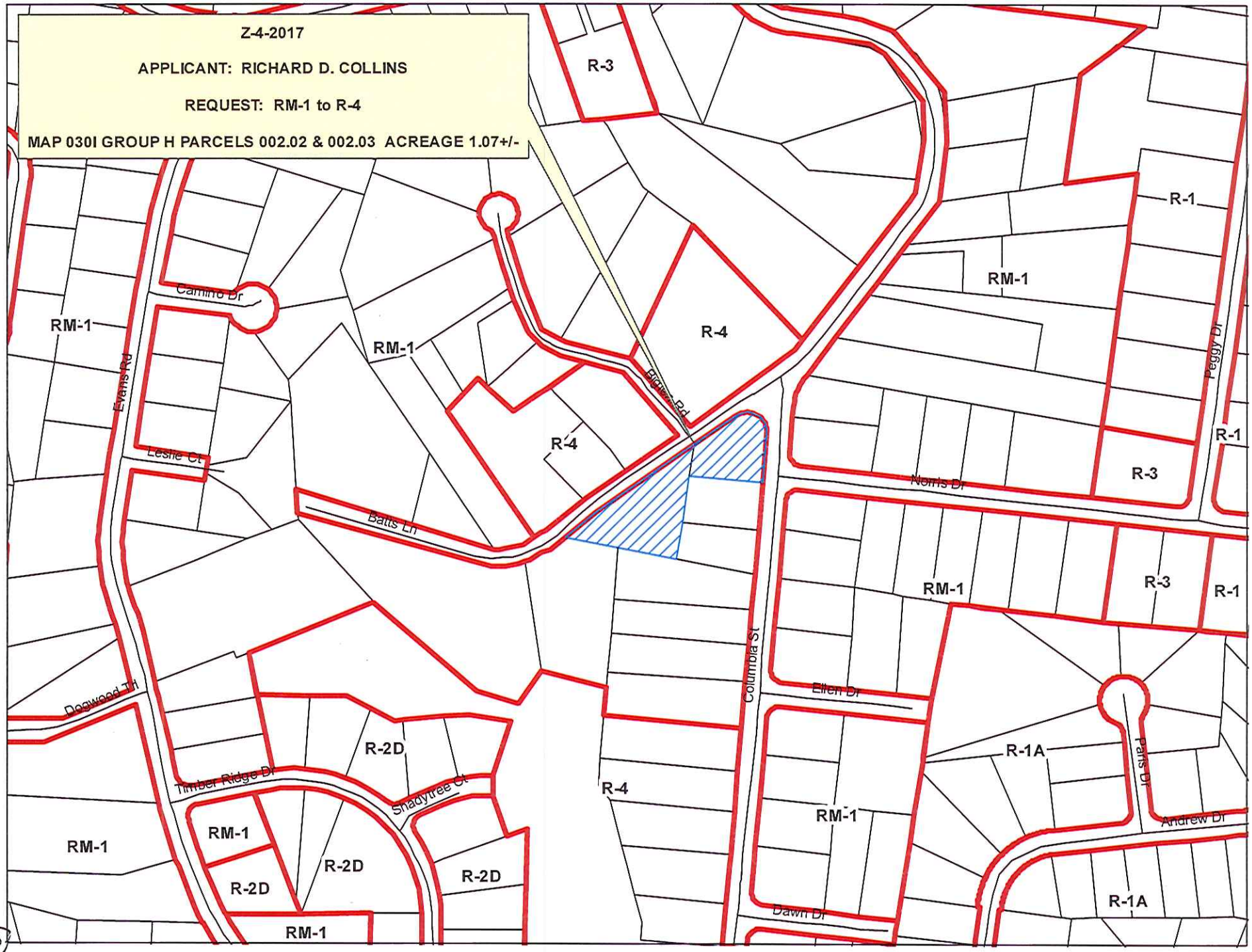
1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. No adverse environmental issues were identified relative to this request.
4. Request is an extension of the R-4 zoning to the north & west.
- 5.

Z-4-2017

APPLICANT: RICHARD D. COLLINS

REQUEST: RM-1 to R-4

MAP 0301 GROUP H PARCELS 002.02 & 002.03 ACREAGE 1.07+/-



CASE NUMBER: Z 4 2017 **MEETING DATE** 2/22/2017

APPLICANT: Richard D Collins

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

TAX PLAT # 30-I-H **PARCEL** 2.02 & 2.03

GEN. LOCATION Property located south of the Batts Lane & Columbia Street intersection.

PUBLIC COMMENTS

2/21/2017- Grace Gentry -1934 Batts Lane & 1926 Batts Lane - Opposed due to constant police presence & traffic. Thinks it needs to remain as it is.

RESOLUTION 27-2016-17

A RESOLUTION AUTHORIZING REAPPLICATION FOR ZONE CHANGE BY GRACE BIBLE CHURCH ON PROPERTY LOCATED AT THE INTERSECTION OF PEACHERS MILL ROAD AND PINE MOUNTAIN ROAD

WHEREAS, Grace Bible Church, Mid-State Investments-Agent, applied to the City of Clarksville for a zone change on property located at the intersection of Peachers Mill Road and Pine Mountain Road on December 20, 2016; and

WHEREAS, said application was reviewed by the Regional Planning Commission on January 25, 2017, and was ultimately disapproved by the Clarksville City Council on February 2, 2017 (ORDINANCE 46-2016-17); and

WHEREAS, the applicant wishes to reapply for rezoning of the same parcel of property, said property being shown on Montgomery County Tax Map 43-D-E Parcel 29.00; and

WHEREAS, the Zoning Ordinance of the City of Clarksville, Section 11-11, states “unless a previously allowed zoning amendment by the City Council, no action shall be initiated for a zoning amendment affecting the same parcel of land more often than once every twelve (12) months; provided, however, by resolution approved by a 3/4 majority of members present of the City Council, that the action may be initiated at any time.”

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

That Grace Bible Church is hereby authorized to reapply for a zone change on the above referenced property on February 27, 2017, or on any date thereafter in less than the required twelve months from the date of the original application which was disapproved.

ADOPTED:

February 21, 2017

Mayor McMillan:

At the last City Council meeting, ordinance 46-2016-17 was voted on by the council. To our surprise, the ordinance did not pass. Myself, Grace Bible Church, McKay-Burchett and Company Engineers and Mid-State Investments were surprised at the outcome on these bases:

- 1.) The Planning Commission Staff and Commissioners voted unanimously for the zone change
- 2.) There was no public opposition present at either the Planning Commission Meeting or the City Council Meeting, and there were no reported public comments from Mr. Spainhoward.

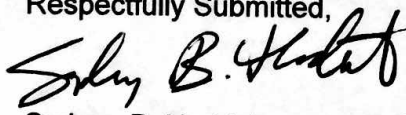
Mr Berner from Mid-State Investments offered to answer any questions during the public comments; however, Mr. Erb and Mr. Chandler voiced concerns in regards to traffic after public comment had closed, and the meeting had gone back into regular session. We feel that since Mr. Erb and Mr. Chandler's comments were made in regular session where there could be no data presented to quell the concerns, the other members of the council who voted against the ordinance were voting with deference to Mr Erb and Mr. Chandler without the proper time for due diligence regarding Mr. Erb and Mr. Chandler's comments.

As a real estate Appraiser, I was tasked by Grace Bible Church to help them determine the highest and best use of their property. Use as a multi-family zoned property is an overwhelming determination for highest and best use based on the county's growth plan and the zoning of surrounding properties.

At this time, Grace Bible Church and myself are formally requesting that the request for zone change be brought back to the floor under Title 11.11 of the municipal code, which allows for a zoning amendment for the same parcel of land to be brought back to the floor to seek a resolution to be approved by $\frac{3}{4}$ majority of City Council members present. Under Robert's Rules of Order, because Mr. Erb was from the prevailing side of the vote (as well as the Councilman for the Ward); he will be sponsoring the resolution so that we may present specific findings from a traffic study to the council individually and as a whole.

I greatly appreciate the consideration.

Respectfully Submitted,



Sydney B. Hedrick

ORDINANCE 46-2016-17

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF GRACE BIBLE CHURCH, MID-SOUTH INVESTMENTS-AGENT, FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF PEACHERS MILL ROAD AND PINE MOUNTAIN 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 and R-2 Single Family Residential District, as R-4 multiple Family Residential District.

PUBLIC HEARING: February 2, 2017
DISAPPROVED: February 2, 2017

EXHIBIT A

Beginning at a point in the west right of way line of Peachers Mil Road, said point being a corner in the tract of real estate conveyed to Robert W. Clark, et al, by Sara A. Smith, et al, by deed dated August 30, 1985, of record in ORBV 362, Page 99, ROMCT; thence with the Clark line South 63 degrees 35 minutes 50 seconds west 475.50 feet to a point; thence continuing with the Clark line South 26 degrees 24 minutes 10 seconds East 462.55 feet to a point; thence continuing with the Clark line North 63 degrees 35 minutes 50 seconds East 475.50 feet to the West Right of Way linr of Peachers mill Road; thence northwardly with Peachers Mill Road on a curve to the right having an central angle of 6 degrees 37 minutes 41 seconds, a radius of 1,744.42 feet, a distance of 201.80 feet to a point; thence North 24 degrees 57 minutes 30 seconds West 261.50 feet to the point of beginning, containing 5.0 +/- acres further identified as Tax Map 43-D-E Map 29.00

ORDINANCE 45-2016-17

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS; REQUEST OF CLINTON BARGER FOR PROPERTY LOCATED AT POPLAR HILLS SECTION 7 SUBDIVISION, CMAP 087 PARCEL 095.01

WHEREAS, proper application has been made by DBS & Associates, Houston Smith, PE on behalf of Clinton Barger for extensions of City utility service to property located at Cmap 087, Parcel 095.01 with the property address of Poplar Hills Section 7 Subdivision outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City of Clarksville Gas and Water Department has recommended approval of said application; and

WHEREAS, the Gas, Water and Sewer Committee of the Clarksville City Council has recommended approval of said application; and

WHEREAS, the Clarksville City Council finds that all of the requirements of City Code Section 13-405 have been or are satisfied and the extension of water and sewer service to property as described in Exhibit A will be in the best interest of the City.

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

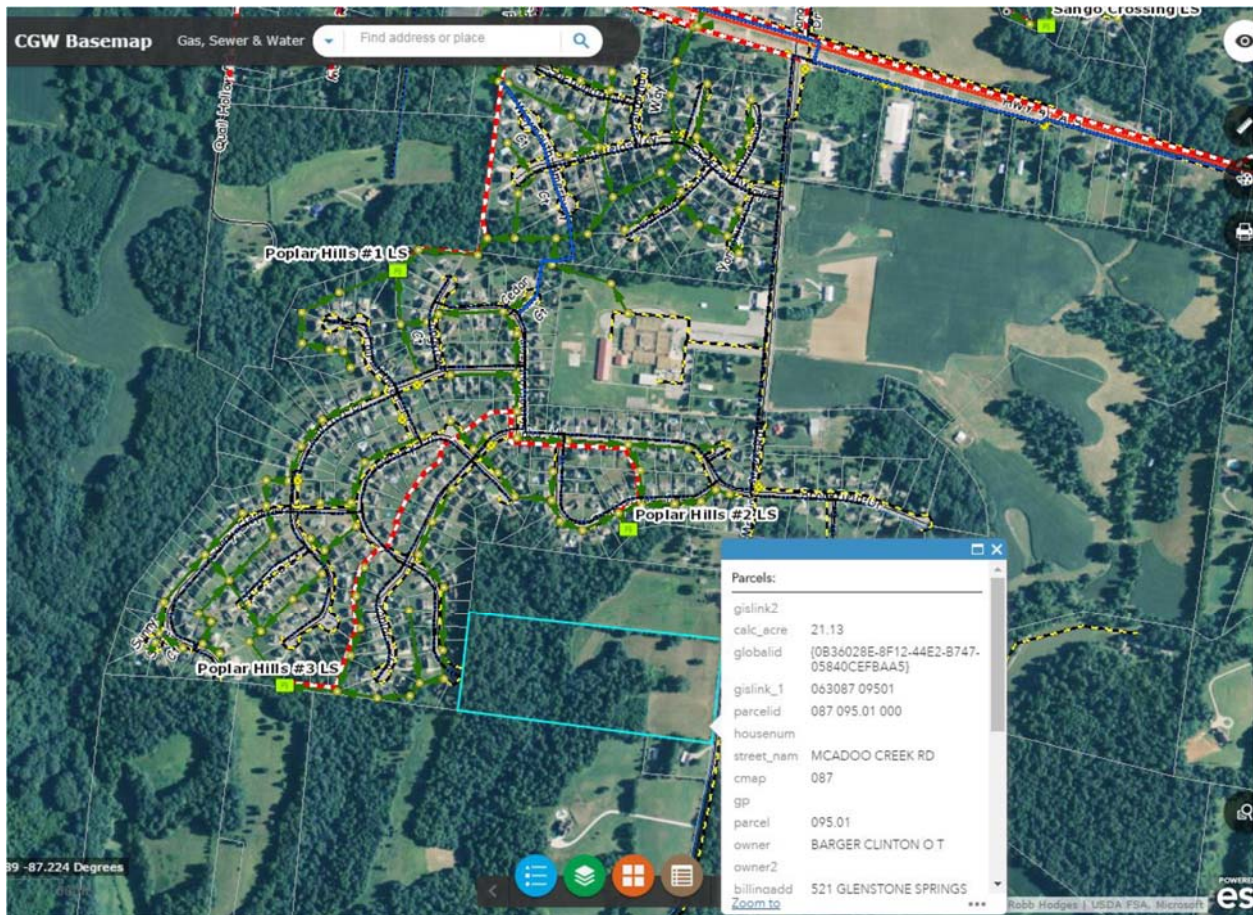
That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 087, Parcel 095.01 with the property address of Poplar Hills Section 7 Subdivision outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING: February 2, 2017

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 47-2016-17

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF GRACE L. HARLESS FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF PEACHERS MILL ROAD AND CARTER ROAD

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, as R-4 Multiple Family Residential District.

PUBLIC HEARING: February 2, 2017

FIRST READING: February 2, 2017

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 210 +/- feet south of the centerline of the intersection of Peachers Mill Road and Marshall Drive, said point being the southeast corner of the Arvel Hunter property, thence in a southerly direction 185 +/- feet with the west right of way line of Peachers Mill Road to a point, said point being the northeast corner of the Gregory L. Walker property, thence in a westerly direction 236 +/- feet with the northern boundary of the Walker property to a point, said point being in the western boundary of the Lexington TN LP property, thence in a northerly direction 156 +/- feet with the Lexington TN LP property and others to a point, said point being in the southern boundary of the Arvel Hunter property, thence in a easterly direction 193 +/- feet with the southern boundary of the Hunter property to the point of beginning, said tract containing 0.80 +/- acres, further identified as Tax Map 43-E-A, Parcel 11.00

RESOLUTION 26-2015-16

A RESOLUTION APPROVING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR STEVEN HOWARD; UNIVERSITY PACKAGE STORE

WHEREAS, Steve A. Howard has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for the operation of University Package Store to be located at 11 Jefferson Street; and

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

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

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

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

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

That the Clarksville City Council hereby approves a Certificate of Compliance for Steven A. Howard for operation of University Package Store located at 11 Jefferson Street, Clarksville, Tennessee, contingent upon the issuance of a Certificate of Occupancy from the Building & Codes Department of the City of Clarksville, at which time the Certificate of Compliance for University Package Store located at 303 College Street, Clarksville, Tennessee, is repealed.

ADOPTED:



CLARKSVILLE CITY COUNCIL REGULAR SESSION FEBRUARY 2, 2017

MINUTES

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, February 2, 2017, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Rev. Steward. P. Salyer, Bethel Cumberland Presbyterian Church, guest of Councilman Mike Alexander, Ward 10. The Pledge of Allegiance was led by Councilwoman Deanna McLaughlin, Ward 2.

ATTENDANCE

PRESENT: Richard Garrett (Ward 1), Deanna McLaughlin (Ward 2), Ron Erb (Ward 3), Tim Chandler (Ward 4), Valerie Guzman, Mayor Pro Tem (Ward 5), Wanda Smith (Ward 6), Geno Grubbs (Ward 7), David Allen (Ward 8), Jeff Henley (Ward 9), Mike Alexander (Ward 10), Bill Powers (Ward 11), Jeff Burkhart (Ward 12)

SPECIAL RECOGNITIONS

Mayor McMillan recognized members of the Mayor's Youth Council who were in attendance.

ZONING PUBLIC HEARING

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

ORDINANCE 46-2016-17 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Grace Bible Church, Mid-State Investments-Agent, for zone change on property at the intersection of Peachers Mill Road and Pine Mountain Road from R-1 Single Family Residential District and R-2 Single Family Residential District to R-4 Multiple Family Residential District

Shawn Burner offered to answer questions on behalf of the applicant. No one expressed opposition to this request.

ORDINANCE 47-2016-17 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Grace L. Harless for zone change on property at the intersection of Peachers Mill Road and Carter Road from R-1 Single Family Residential District to R-4 Multiple Family Residential District

No one spoke for or against this request.

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

ADOPTION OF ZONING

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 46-2016-17**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. Councilman Erb and Councilman Chandler expressed concern about increased traffic congestion. The following vote was recorded:

AYE: Burkhart, Grubbs, Guzman, Powers

NAY: Alexander, Allen, Chandler, Erb, Garrett, Henley, McLaughlin, Smith

The motion to adopt this ordinance on first reading failed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 47-2016-17**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. Councilwoman McLaughlin expressed concern about traffic congestion and intrusion on adjacent single family developments. The following vote was recorded:

AYE: Burkhart, Garrett, Grubbs, Guzman, Henley, McMillan, Powers

NAY: Alexander, Allen, Chandler, Erb, McLaughlin, Smith

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 42-2016-17** (Second Reading) Amending the FY17 Capital Projects Budget to accept a grant increase from the Tennessee Department of Transportation for the Red River Trail

2. **ORDINANCE 43-2016-17** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Shannon Keen for zone change on property at the intersection of Thomas Street and Bradley Street from R-3 Three Family Residential District to C-2 General Commercial District
3. **RESOLUTION 25-2016-17** Approving a Certificate of Compliance for Yonatan Berhe for sale of wine in a food store (Jordan Grocery, 1201 Greenfield Drive)
4. Adoption of Minutes: January 3, 2017 and January 5, 2017
5. Approval of Board Appointments:

Audit Committee: Jeff Henley - Coterminous

Public Art Commission: Jim Diehr – February 2017 through May 2017

Councilwoman McLaughlin made a motion to adopt the Consent Agenda as presented. The motion was seconded by Councilman Alexander. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Garrett, Grubbs, Guzman, Henley, McLaughlin, Powers, Smith

The motion to adopt the Consent Agenda as presented passed.

FINANCE COMMITTEE

Jeff Burkhart, Chair

ORDINANCE 44-2016-17 (First Reading) Authorizing exercise of right of eminent domain to obtain easements for the Natural Gas Interconnect Pipeline

The recommendation of the Finance Committee and Gas & Water Committee were for approval. Councilman Burkhart made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Garrett.

Councilman Burkhart opposed the use of eminent domain and made a motion to postpone action on this ordinance to the April 2017 regular session to allow the department to meet with affected property owners. The motion was seconded by Councilman Alexander. Councilwoman McLaughlin said the property would not be condemned immediately, but would only be used if negotiations were unsuccessful. Councilman Grubbs said this new line was necessary to serve as a backup to the existing supply line in case of interruption.

There was no objection to Councilman Henley's request to hear comments from Gas & Water General Manager Pat Hickey. Mr. Hickey said the City is allowed to offer only market value for necessary property. City Attorney Lance Baker said delays could increase costs and cause the project to extend into bad winter weather.

Councilman Garrett made a motion to revert to regular session. The motion was seconded by Councilman Powers. There was no objection. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Guzman, McLaughlin, Smith

NAY: Garrett, Grubbs, Henley, Powers

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

RESOLUTION 20-2016-17 Amending Personnel Policy 03-01 relative to protective footwear

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

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Garrett, Grubbs, Guzman, Henley, McLaughlin, Powers, Smith

The motion to adopt this resolution passed.

GAS & WATER COMMITTEE

Bill Powers, Chair

ORDINANCE 38-2016-17 (First Reading; Referred to Committee January 5th) Amending the Official Code relative to gas rates

This ordinance was referred to the Gas & Water Committee on January 5, 2017. The recommendation of the Gas & Water Committee was for approval. Councilman Powers made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Garrett. Councilwoman McLaughlin said customers outside the city limits should pay a higher rate and made a motion to postpone action on this ordinance to the March 2017 regular session to allow additional time for evaluation of the proposed new rate plan. The motion was seconded by Councilman Burkhart. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Garrett, Grubbs, Guzman, Henley, McLaughlin, Powers, Smith

The motion to postpone action on this ordinance to the March 2017 regular session passed.

ORDINANCE 45-2016-17 (First Reading) Authorizing extension of utilities to Poplar Hills Subdivision, Section 7; request of Clinton Barger

The recommendation of the Gas & Water Committee was for approval. Councilman Powers made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Garrett. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Garrett, Grubbs, Guzman, Henley, McLaughlin, Powers, Smith

The motion to adopt this ordinance on first reading passed.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

Councilman Allen said the 2017 Point in Time count was conducted on February 26 and results showed 144 beds were occupied in five separate shelters, including 268 school-age children and seven unsheltered homeless persons. He reported the Homeless Coalition recently met with fifteen agencies attending, including Work Force Essentials' presentation on the Montgomery County Network of Care. Three projects, the Armory Building on Providence Boulevard and two lots on Gracey Avenue, had been identified in activities related to elimination of slum and blighted areas.

PARKS COMMITTEE

(Parks, Recreation, General Services)

Valerie Guzman, Chair

Councilwoman Guzman announced upcoming events including the Cupid Shuffle, Chocolate Affair, Toy Making at Fort Defiance, Surrender of Clarksville, Toddlers Splash, Women of Defiance, Pre-School Family Time, and trail cleanup.

PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire & Rescue, Police)

Geno Grubbs, Chair

Councilman Grubbs held a moment of silence in memory of a fallen Metro Nashville police officer who lost his life attempting to save a possible suicide victim.

Councilman Grubbs shared the following department statistics: Building & Codes Construction – 1,512 inspections, Building & Codes Enforcement Division – 210 cases, Building & Codes Administration – 87 single-family permits, Building & Codes Abatement Division – 15 work orders; Fire & Rescue – 1,081 emergency runs; Police – 12,578 responses.

STREETS & GARAGE COMMITTEE

Mike Alexander, Chair

Councilman Alexander said the Street Department completed 258 work orders and announced the Peachers Mill bridge construction was complete.

TRANSPORTATION COMMITTEE

Deanna McLaughlin, Chair

Councilwoman McLaughlin shared the following department statistics: Clarksville Transit System – 56,200 passengers in January; Nashville-Clarksville Express – 5,335 passengers in December.

NEW BUSINESS

RESOLUTION 18-2016-17 Authorizing an interlocal agreement between the City of Clarksville and the E911 Emergency Communications District

This resolution was postponed January 5, 2017. Councilman Grubbs made a motion to adopt this resolution. The motion was seconded by Councilman Chandler. The following vote was recorded:

AYE: Alexander, Allen, Burkhardt, Chandler, Erb, Garrett, Grubbs, Guzman, Henley, McLaughlin, Powers, Smith

The motion to adopt this resolution passed.

RESOLUTION 22-2016-17 Approving removal of a Lamar Advertising off-premise advertising structure on College Street and approving construction of a new Lamar Advertising off-premise advertising structure on Bellamy Lane

Councilman Allen made a motion to consider **RESOLUTION 22-2016-17**, **RESOLUTION 23-2016-17**, and **RESOLUTION 24-2016-17** collectively. The motion was seconded by Councilwoman Smith. A voice vote was taken; the motion failed.

Councilman Allen made a motion to adopt **RESOLUTION 22-2016-17**. The motion was seconded by Councilwoman McLaughlin. Councilman Grubbs made a motion to refer this resolution to the Public Safety Committee for review. The motion was seconded by Councilman Alexander.

Councilman Powers said the Regional Planning Commission and the Building & Codes Department had both expressed opposition to this resolution. Councilman Garrett said other businesses were not regulated with regard to relocation. Mayor McMillan quoted former Councilman Bill Summers stating that the intent of the provision for the City to allow relocation of an existing billboard was for eminent domain cases only.

Councilman Chandler called for the question. The question was seconded by Councilwoman McLaughlin. The following vote was recorded:

AYE: Alexander, Allen, Burkhardt, Chandler, Erb, Garrett, Grubbs, Guzman, Henley, McLaughlin, Powers, Smith

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

AYE: Alexander, Grubbs, Powers

NAY: Allen, Burkhardt, Chandler, Erb, Garrett, Guzman, Henley, McLaughlin, Smith

The motion to refer this resolution to the Public Safety Committee failed. The following vote on the main motion was recorded:

AYE: Allen, Burkhardt, Chandler, Garrett, Guzman, McLaughlin, Smith

NAY: Alexander, Erb, Grubbs, Henley, Powers

The motion to adopt this resolution passed.

RESOLUTION 23-2016-17 Approving removal of a Lamar Advertising off-premise advertising structure on Wilma Rudolph Boulevard and approving construction of a new Lamar Advertising off-premise advertising structure on Lowes Drive

Councilman Allen made a motion to adopt this resolution. The motion was seconded by Councilwoman Smith. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Garrett, McLaughlin, Smith

NAY: Grubbs, Guzman, Henley, Powers

The motion to adopt this resolution passed.

RESOLUTION 24-2016-17 Approving removal of a Lamar Advertising off-premise advertising structure on Madison Street and approving construction of a new Lamar Advertising off-premise advertising structure on Tiny Town Road

Councilman Allen made a motion to adopt this resolution. The motion was seconded by Councilman Garrett. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Garrett, Guzman, McLaughlin, Smith

NAY: Grubbs, Henley, Powers

The motion to adopt this resolution passed.

MAYOR AND STAFF REPORTS

Mayor McMillan shared copies of a recent Tennessee Department of Transportation status report of local road projects to those who were not present for the January 26th presentation during Executive Session.

ADJOURNMENT

The meeting was adjourned at 8:34 p.m.

ORDINANCE 48-2016-17

AN ORDINANCE AMENDING THE 2016-17 GENERAL FUND OPERATING BUDGET (ORDINANCE 104-2015-16) AUTHORIZING THE CITY OF CLARKSVILLE TO INCREASE THE OPERATING BUDGET OF THE FIRE DEPARTMENT FOR THE PURPOSES OF PAYING FOR TECHNOLOGY NECESSARY FOR CAD IMPLEMENTATION THAT WAS CUT DURING THE FY2016-17 BUDGET PROCESS

WHEREAS, The Fire Department originally budgeted \$68,103 for toughbooks for use with the new CAD (Computer Aided Dispatch) being implemented this fiscal year.

WHEREAS, during budget cuts, the Fire Department cut the toughbooks from their department budget, planning to delay one year.

WHEREAS, the CAD project is moving forward and will necessitate all equipment available for implementation prior to fiscal year end.

WHEREAS, \$132,985 will be necessary to provide toughbooks, technology and implementation to function with the new CAD system.

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

That the following General Fund Budget Amendment be made:

10422003-4324	Increase:	\$ 21,160
10422004-4650	Increase:	\$111,825

BE IT FURTHER ORDAINED that the source of funding for this \$132,985 shall be from the fund balance of the General Fund.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 49-2016-17

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, PART II (CODE OF ORDINANCES), TITLE 13 (UTILITIES AND SERVICES), CHAPTER 3 (GAS, WATER, AND SEWER SERVICE) PERTAINING TO THE CHARGE FOR THE INSTALLATION AND MAINTENANCE OF EXCESS FLOW VALVES (EFV)

WHEREAS, and the Federal Government has promulgated new regulations at 49 CFR 192.383(e) regarding the installation of EFV's; and

WHEREAS, pursuant to said regulations the City must notify customers of their right to request the installation of an EFV beginning April 14, 2017 ; and

WHEREAS, the City desires to recover the cost associated with such installation and maintenance of any EFV installed at the request of the customer.

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

That the Official Code of the City of Clarksville, Part II (Code of Ordinances), Title 13 (Utilities and Services), Chapter 3 (Gas, Water, and Sewer Service) is amended as follows:

(1) By adding subparagraph (14) to section 13-309 (k), stating that:

(2) (14) A customer requesting the installation of an excess flow valve will be responsible for the payment of the actual cost associated with the installation of the excess flow valve and cost associated with the maintenance, if any, of the excess flow valve.

FIRST READING:

SECOND READING:

EFFECTIVE DATE

RESOLUTION 21-2016-17

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF UP TO \$25,750,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER, SEWER AND GAS REVENUE BONDS, SERIES 2017 OF THE CITY OF CLARKSVILLE, TENNESSEE.

WHEREAS, the City of Clarksville, Tennessee (the "Municipality") owns and operates a combined water, sewer and gas system (the "System"); and

WHEREAS, the Municipality is authorized by Sections 7-34-101 et seq., Tennessee code annotated, to issue, by resolution, bonds to finance capital improvements to the System; and

WHEREAS, the Municipality has determined that it is in the best interest of the Municipality to issue bonds for the purposes of financing capital improvements to the System, including without limitation, the extension and improvement of natural gas transmission and distribution lines (the "Projects"); 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, June 6, 2013 and May 5, 2016, 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"), 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 Water, Sewer and Gas Revenue Refunding Bonds, Series 2016, dated June 29, 2016 (the "Series 2016 Bonds", and together with the Series 2002 Bonds, the Series 2007 Bonds, the Series 2011 Bonds and the Series 2013 Bonds, the "Outstanding Bonds"); and

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., 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 2017 Bonds, as proposed herein, are consistent with the Municipality's debt management policy. The Governing Body also hereby acknowledges receipt of all cost and other disclosures regarding the Series 2017 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 2017 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) “Financial Advisor” means Public Financial Management, Inc.;

(i) “Governing Body” means the City Council of the Municipality;

(j) “Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

(k) “Mayor” means the Mayor of the Municipality;

(l) “Municipality” has the meaning ascribed in the preamble hereto;

(m) “Outstanding Bonds” has the meaning ascribed in the preamble hereto;

(n) “Projects” has the meaning ascribed in the preamble hereto;

(o) “Registration Agent” means U.S. Bank, National Association, Nashville, Tennessee, or any successor designated by the Governing Body;

(p) “Series 2002 Bonds” has the meaning ascribed in the preamble hereto;

(q) “Series 2007 Bonds” has the meaning ascribed in the preamble hereto;

(r) “Series 2011 Bonds” has the meaning ascribed in the preamble hereto;

(s) “Series 2013 Bonds” has the meaning ascribed in the preamble hereto;

(t) “Series 2016 Bonds” has the meaning ascribed in the preamble hereto;

(u) “Series 2017 Bonds” means the Water, Sewer and Gas Revenue Refunding Bonds, Series 2017 authorized to be issued herein; and

(v) “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) finance the Projects; (ii) fund capitalized interest through the completion of the Projects and up to six months thereafter; and (iii) pay costs incident to the issuance and sale of the Series 2017 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 bonds in an aggregate principal amount not to exceed \$25,750,000. The Series 2017 Bonds shall be issued in fully registered form, without coupons, shall be known as “Water, Sewer and Gas Revenue Bonds, Series 2017” 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 2017 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 2017 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, 2017, or such other date as shall be established pursuant to Section 9 hereof. The Series 2017 Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the Underwriter. The Series 2017 Bonds shall mature, either serially or through mandatory redemption, commencing no earlier than February 1, 2018 and continuing on the first day of February of each year thereafter through and including February 1, 2042, 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 2017 Bonds maturing on or before February 1, 2027 may not be redeemed prior to their maturities. Subject to the adjustments permitted pursuant to Section 9 hereof, the Municipality may redeem Series 2017 Bonds maturing on or after February 1, 2028 at any time, in whole or in part, on or after February 1, 2027, at a price of par plus accrued interest to the redemption date. If less than all the Series 2017 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 2017 Bonds within a single maturity shall be called for redemption, the Series 2017 Bonds within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2017 Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 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 2017 Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2017 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 2017 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 2017 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 2017 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 2017 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 2017 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 2017 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 2017 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Series 2017 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 2017 Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Series 2017 Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Series 2017 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 2017 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 2017 Bonds is hereby authorized and directed to maintain Series 2017 Bond registration records with respect to the Series 2017 Bonds, to authenticate and deliver the Series 2017 Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Series 2017 Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Series 2017 Bonds as provided herein, to cancel and destroy Series 2017 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 2017 Bonds

canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Series 2017 Bonds paid, Series 2017 Bonds outstanding and payments made with respect to interest on the Series 2017 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 2017 Bond Payments. The Series 2017 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 2017 Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Series 2017 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 2017 Bond registration records, without, except for final payment, the presentation or surrender of such registered Series 2017 Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Series 2017 Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Series 2017 Bonds shall be made upon presentation and surrender of such Series 2017 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 2017 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 2017 Bonds, payment of interest on such Series 2017 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 2017 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 2017 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 2017 Bond registration

records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 2017 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 2017 Bonds when due.

(h) Transfer. The Series 2017 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 2017 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 2017 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 2017 Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Series 2017 Bond or the Series 2017 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 2017 Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Series 2017 Bond, nor to transfer or exchange any Series 2017 Bond after notice calling such Series 2017 Bond for redemption has been made, nor to transfer or exchange any Series 2017 Bond during the period following the receipt of instructions from the Municipality to call such Series 2017 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 2017 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 2017 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 2017 Bonds shall be overdue. The Series 2017 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 2017 Bonds of the same maturity in any authorized denomination or denominations.

(i) Execution of Series 2017 Bonds. The Series 2017 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 2017 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2017 Bonds. References in this Section to a Series 2017 Bond or the Series 2017 Bonds shall be construed to mean the Series 2017 Bond or the Series 2017 Bonds that are held under the Book-Entry System. One Series 2017 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 2017 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 2017 Bonds. Beneficial ownership interests in the Series 2017 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 2017 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 2017 Bonds. Transfers of

ownership interests in the Series 2017 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 2017 BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE SERIES 2017 BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2017 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 2017 Bonds, so long as DTC is the only owner of the Series 2017 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 2017 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 2017 Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Series 2017 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series 2017 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 2017 Bonds in the form of fully registered Series 2017 Bonds to each Beneficial Owner. If the Purchaser of the Series 2017 Bonds, or any emission thereof, does not intend to reoffer the Series 2017 Bonds to the public, then the Mayor and the Purchaser may agree that the Series 2017 Bonds be issued in the form of fully registered certificated Series 2017 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 2017 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 2017 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 2017 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 2017 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2017 Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Series 2017 Bonds and provision of notices with respect to Series 2017 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 2017 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 2017 Bonds to the Underwriter, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Series 2017 Bonds in exchange for Series 2017 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 2017 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 2017 Bond form.

(l) Mutilated, Lost and Destroyed Series 2017 Bonds. In case any Series 2017 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 2017 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Series 2017 Bond, or in lieu of and in substitution for such lost, stolen or destroyed Series 2017 Bond, or if any such Series 2017 Bond shall have matured or shall be about to mature, instead of issuing a substituted Series 2017 Bond the Municipality may pay or authorize payment of such Series 2017 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 2017 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 2017 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 2017 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 2017 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 2017 Bonds.

SECTION 5. Form of Series 2017 Bonds. The Series 2017 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 2017 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 BOND, SERIES 2017

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, 2027 shall mature without option of prior redemption. Bonds maturing on February 1, 2028 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on or after February 1, 2027 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>
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*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) finance capital improvements to the Municipality's water, sewer and gas systems (together, the "System"), including capitalized interest; and (ii) 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., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the City Council of the Municipality on _____, 2017, 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, June 6, 2013 and May 5, 2016 (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"), 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"), Water, Sewer and Gas Revenue Refunding Bonds, Series 2016, dated June 29, 2016 (the "Series 2016 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, the Series 2016 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) 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 (b) 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 2017 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 2017 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 2017 Bonds remain outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of all of the Series 2017 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 2017 Bonds and shall inure to the benefit of owners of the Series 2017 Bonds.

(b) All references to “Bondholders” or “Owners” in the aforesaid Articles shall be deemed to include owners of the Series 2017 Bonds, and all references to the “Series 2017 Bonds” contained in those Articles shall be deemed to include the Series 2017 Bonds and shall be administered for the benefit of the owners of the Series 2017 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 2017 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 2017 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 2017 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 2017 Bonds.

(a) The Series 2017 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, the General Manager of the System 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 2017 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, the General Manager of the System and the Financial Advisor, is authorized:

- (1) to change the dated date of the Series 2017 Bonds to a date other than the date of issuance;
- (2) to change the series designation of the Series 2017 Bonds;
- (3) to change the first interest payment date for the Series 2017 Bonds to a date other than August 1, 2017;
- (4) to adjust the principal and interest payment dates and maturity amounts of the Series 2017 Bonds, provided that (A) the total principal amount of the Series 2017 Bonds does not exceed the total amount of Series 2017 Bonds authorized herein; (B) the final maturity date shall not be later than February 1, 2042; and (C) the debt service on the Series 2017 Bonds shall be substantially level, beginning no later than the fourth year following the issuance of the Series 2017 Bonds;
- (5) to change or remove the Municipality's optional redemption provisions of the Series 2017 Bonds; and

- (6) to sell the Series 2017 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 2017 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 2017 Bonds.

(d) The Mayor and the Commissioner of Finance and Revenue, or either of them, are authorized to enter into an agreement with the Financial Advisor to provide financial advisory services for the Municipality and services related to the issuance, sale and delivery of the Series 2017 Bonds and to enter into an agreement with Bass, Berry & Sims PLC to serve as bond counsel for the Series 2017 Bonds. All actions heretofore taken to engage the Financial Advisor and bond counsel are hereby ratified and approved.

SECTION 10. Disposition of Series 2017 Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a special fund of the Municipality known as the Series 2017 Water, Sewer and Gas Revenue Bond Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor, in consultation with the General Manager of the System, to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

SECTION 11. Reserve Fund Requirement for Series 2017 Bonds. The Municipality hereby elects not to establish a Reserve Fund for the Series 2017 Bonds. The Reserve Fund for any Outstanding Bonds shall in no way be affected or adjusted, and the holders of the Series 2017 Bonds shall have no rights with respect thereto.

SECTION 12. 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 2017 Bonds, the System and the Municipality. After the Series 2017 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 2017 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 2017 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 13. Federal Tax Matters.

(a) The Series 2017 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 2017 Bonds in a manner that would cause the Series 2017 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 2017 Bonds that they will, throughout the term of the Series 2017 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 2017 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 2017 Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the System.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150 2.

SECTION 14. 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 2017 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 2017 Bonds, an agreement for the benefit of and enforceable by the owners of the Series 2017 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 2017 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 15. 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 16. 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 ____ day of February, 2017.

Mayor

ATTEST:

Clerk

EXHIBIT A
FORM OF BOND PURCHASE 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 February ___, 2017; (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 _____, 2017.

City Clerk

(SEAL)

CITY OF CLARKSVILLE, TENNESSEE

\$ _____

WATER, SEWER AND GAS REVENUE BONDS, SERIES 2017

BOND PURCHASE AGREEMENT

_____, 2017

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 _____ (collectively, the "Underwriters"), concerning the sale by the Issuer and the purchase by the Underwriters of the Issuer's \$_____ Water, Sewer and Gas Revenue Bonds, Series 2017 (the "Series 2017 Bonds"). The Series 2017 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 5:00 p.m. CT, 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 2017 Bonds will be used to (i) finance capital improvements to the Issuer's water, sewer and gas system (the "System"), including capitalized interest, and (ii) pay certain costs of issuing the Series 2017 Bonds.

The Series 2017 Bonds will be issued pursuant to Chapter 34 of Title 7 of the Tennessee Code Annotated, as amended. The Series 2017 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, 2017, 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, June 6, 2013, and May 5, 2016 (collectively, the "Bond Resolution").

The Bond Resolution and the Series 2017 Bonds will be in the forms previously supplied by you, with only such subsequent amendments as shall be approved by you and us.

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 2017 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 2017 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 2017 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 2017 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 2017 Bonds and, upon such failure of the Underwriters to accept and pay for the Series 2017 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 2017 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 2017 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 2017 Bonds, for the purposes set forth in the Official Statement, (ii) to use the proceeds of the Series 2017 Bonds as set forth in the Official Statement, and (iii) to pay the Series 2017 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 2017 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 2017 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;

(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 2017 Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the Issuer of the Series 2017 Bonds, the Continuing Disclosure Certificate, this Bond Purchase Agreement, and the performance of its obligations under the Series 2017 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 2017 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 2017 Bonds or the execution and delivery of or the performance by the Issuer of its obligations under this Bond Purchase Agreement, the Series 2017 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 2017 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 2017 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 2017 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 2017 Bonds under the Internal Revenue Code of 1986, as amended;

(m) the Issuer will reasonably cooperate with the Underwriters and their counsel in any endeavor to qualify the Series 2017 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 2017 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 2017 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 _____, 2017 (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 2017 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 2017 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 2017 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 2017 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 2017 Bonds, the Underwriters may offer and sell the Series 2017 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 2017 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 2017 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 2017 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 2017 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 2017 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 2017 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 2017 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 2017 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 2017 Bonds at a purchase price of \$_____ (representing the principal amount of the Series 2017 Bonds, plus original issue premium of \$_____, less an Underwriters’ discount of \$_____). This Bond Purchase Agreement provides, with respect to the Series 2017 Bonds, that all of the Series 2017 Bonds will be purchased by the Underwriters, if any of the Series 2017 Bonds of such issue are purchased.

Having approved the terms of such issuance and sale, the Issuer hereby sells the Series 2017 Bonds to the Underwriters, subject to the terms of this Bond Purchase Agreement. The delivery and sale of the Series 2017 Bonds (the “Closing”) will be at such place in Clarksville, Tennessee, as the Underwriters may designate, at 9:00 a.m., CT, on _____, 2017, 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 2017 Bonds by wire transfer of federal funds in the amount of the purchase price for each series of Series 2017 Bonds payable to the order of the Issuer.

A single typewritten bond for each maturity of each series of the Series 2017 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 2017 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 2017 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 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 2017 Bonds have been rated at least ____ and ____, respectively;

(l) an executed copy of the Continuing Disclosure Certificate of the Issuer dated _____, 2017, relating to the Series 2017 Bonds; and

(m) 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 2017 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 2017 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 2017 Bonds or the market price generally of obligations of the general character of the Series 2017 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 2017 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 2017 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 2017 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 marketability of the Series 2017 Bonds or the market price thereof, or the market price generally of obligations of the general character of the Series 2017 Bonds, has been materially and adversely affected by a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities markets, including, without limitation, 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 opinion of the Representative of the Underwriters to have a materially adverse effect on the ability of the Underwriters to market the Series 2017 Bonds; or

(f) any rating on the Series 2017 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 2017 Bonds to the Underwriters, including but not limited to the costs of pre-sale advertising of the Series 2017 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 2017 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 2017 Bonds to the effect that the Series 2017 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 2017 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 2017 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 2017 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, 1585 Broadway, 16th Floor, New York, New York 10036 (Attention: J.T. Knadler, Vice President).

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
As Representative

By: _____

Accepted:

CITY OF CLARKSVILLE, TENNESSEE

BY: _____
Kim McMillan, Mayor

EXHIBIT A

CITY OF CLARKSVILLE, TENNESSEE

\$ _____

WATER, SEWER AND GAS REVENUE BONDS, SERIES 2017

EXHIBIT B

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 Bonds, Series 2017 (the "Series 2017 Bonds"), that: (a) the representations and warranties of the Issuer contained in the Bond Purchase Agreement dated _____, 2017 (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 _____, 2017.

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Kim McMillan, Mayor

EXHIBIT C

(Proposed Opinion of City Attorney)

_____, 2017

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

Morgan Stanley & Co. LLC,
as Representative of the Underwriters
1585 Broadway
New York, New York 10036

Re: City of Clarksville, Tennessee Water, Sewer and Gas Revenue Bonds, Series 2017 (the
“Series 2017 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 2017 (the “Series 2017 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 5, 2017, 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, June 6, 2013 and May 5, 2016 (collectively, the “Senior Lien Bond Resolution”);
- (ii) the Official Statement dated _____, 2017 used in the marketing of the Series 2017 Bonds (the “Official Statement”);
- (iii) the Bond Purchase Agreement, dated _____, 2017 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 2017 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 2017 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 2017 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 2017 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 _____, 2017 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 2017 Bonds, or the collection of revenues sufficient to pay the principal amount of the Series 2017 Bonds or interest thereon, or in any manner questioning the proceedings and authority therefor or affecting the validity of said Series 2017 Bonds or the revenues of the System securing the Series 2017 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 2017 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 2017 legislative session of the General Assembly of the State of Tennessee has adjourned and no legislation was been passed during such 2017 session affecting the power and authority of the Issuer to execute and deliver the Series 2017 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 2017 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

EXHIBIT D

[FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL]

[Letterhead of Bass, Berry & Sims PLC]

_____, 2017

Morgan Stanley & Co. LLC, as
Representative
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

With respect to the issuance by the City of Clarksville, Tennessee (the “Issuer”) of its Water, Sewer and Gas Revenue Bonds, Series 2017 (the “Series 2017 Bonds”), this opinion is furnished to you pursuant to Section 8(h) of that certain Bond Purchase Agreement, dated _____, 2017 (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 _____, 2017 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 “DESCRIPTION OF THE SERIES 2017 BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2017 BONDS,” “TAX MATTERS,” and “Appendix B - Certain Provisions of the Senior Lien Bond Resolution” insofar as such information purports to summarize certain provisions of the Series 2017 Bonds, the security and sources of payment therefore, the provisions of the Senior Bond Resolution (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 2017 Bonds are accurate and fair statements or summaries.

4. Under existing laws, the Series 2017 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 2017 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 2017 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 2017 Bonds.

Very truly yours,

EXHIBIT E

[FORM OF OPINION OF UNDERWRITERS COUNSEL]

_____, 2017

Morgan Stanley & Co. LLC, as
Representative
1585 Broadway
New York, New York 10036

CITY OF CLARKSVILLE, TENNESSEE

\$ _____
WATER, SEWER AND GAS REVENUE BONDS, SERIES 2017

Ladies and Gentlemen:

We have acted as counsel for the Underwriters (the “Underwriters”) named in the Bond Purchase Agreement dated _____, 2017 (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 Bonds, Series 2017 (the “Series 2017 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 2017 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 2017 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 2017 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 2017 Bonds and the exclusion from gross income for federal income tax purposes of the interest on the Series 2017 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 2017 Bonds.

Very truly yours,

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 BONDS, SERIES 2017

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 Bonds, Series 2017 (the "Series 2017 Bonds"), hereby certifies that we have participated in the preparation of the Preliminary Official Statement dated _____, 2017 and Official Statement dated _____, 2017, both relating to the Series 2017 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 _____, 2017.

Dated this ____ day of _____, 2017.

PUBLIC FINANCIAL MANAGEMENT,
INC.

By: _____

Its: _____

EXHIBIT G

REPRESENTATIVE'S CERTIFICATE WITH RESPECT TO THE
BONA FIDE OFFERING OF THE SERIES 2017 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 Bonds, Series 2017 (the "Series 2017 Bonds"), hereby certifies that:

On _____, 2017 (the "Sale Date"), the Underwriters made a bona fide offering of the Series 2017 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 2017 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 2017 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 2017 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 2017 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 _____, 2017.

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

By: _____
J.T. Knadler, Vice President

ORDINANCE 38-2016-17

AN ORDINANCE AMENDING PART II (CODE OF ORDINANCES), TITLE 13 (UTILITIES AND SERVICE), CHAPTER 3 (GAS, WATER, AND SEWER SERVICE) THE CITY OF CLARKSVILLE RELATIVE TO GAS RATES

WHEREAS, Clarksville Gas and Water retained Raftelis Financial Consultants to develop a comprehensive financial plan, cost of service study and rate plan; and

WHEREAS, the Natural Gas Rate Study Report recommends rate revenue adjustments to better align the cost of serving each class with the revenues generated by that class and rate structure adjustments to better align the City's rate structure with industry best practices for natural gas utility rates.

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

That Sections 13-315 through and including Section 13-319 are deleted in their entirety and substituting therefor the following:

Sec. 13-315. - Authorization for pass through adjustment.

The chief financial officer/comptroller and the gas manager are hereby authorized to pass gas cost adjustments on to customers, whether increases or decreases, from the supplier of the city gas system to maintain the balanced efficiency of the gas department.

The PTA adjustment is intended to assure that the city gas and water department adjusts for these volatile changes in the commodity cost of gas.

The "commodity" cost of gas is the city gas and water department monthly city gate cost of gas. This includes the actual gas cost plus the interstate pipeline volumetric and storage costs involved in transporting the gas from the source of supply to our city gate regulator station.

The PTA will be calculated monthly on the last business day of each month to be applied to the first billing that follows.

Any balance over or under recovery of gas cost at the end of each month may be passed through the subsequent month PTA accordingly.

Sec. 13-316. - Gas services.

- (1) *Availability.* Gas shall be available to any customer as defined in Section 13-312 where the department's distribution mains are suitable for supplying the desired service. A building, for purposes of gas service, shall be considered nonresidential which has more than four (4) units. Commercial and industrial customers will be supplied only through a single metering point. The commercial and industrial rate shall be available to individual apartment houses where service is supplied to more than one family unit through a single meter. The large Commercial and Industrial rate schedule shall be available to any commercial or industrial consumer using natural gas principally for process steam generation, manufacturing purposes, or any other base-load application, and where the use of gas for space heating is only incidental. This rate is not available to consumers whose use of gas during the months of least consumption is less than fifty (50) percent of the use

of gas during the month of greatest consumption. The Department reserves the right to place customers in the appropriate rate schedule based on usage history.

- (2) *Rates:* The following rates shall be applicable to each customer class on the dates indicated.

	2/6/2017	1/1/2018	1/1/2019
<u>Residential</u>			
Monthly Meter Charge	\$ 16.110	\$ 17.320	\$ 17.840
Usage Charge per 100cf	\$ 0.104	\$ 0.112	\$ 0.115
Commodity Charge per 100cf	Based on actual cost of gas		

<u>Commercial & Industrial</u>			
Monthly Meter Charge	\$ 37.410	\$ 37.410	\$ 37.410
Usage Charge per 100cf	\$ 0.089	\$ 0.089	\$ 0.089
Commodity Charge per 100cf	Based on actual cost of gas		

<u>HLF Large Commercial & Industrial</u>			
Monthly Meter Charge	\$ 211.890	\$ 211.890	\$ 211.890
Usage Charge per 100cf	\$ 0.048	\$ 0.048	\$ 0.048
Commodity Charge per 100cf	Based on actual cost of gas		

<u>WACOG</u>			
Monthly Meter Charge	\$ 479.260	\$ 479.260	\$ 479.260
Usage Charge per 100cf	\$ 0.039	\$ 0.039	\$ 0.039
Commodity Charge per 100cf	Based on actual cost of gas		

<u>Interruptable Transportation</u>			
Monthly Meter Charge	\$ 497.260	\$ 497.260	\$ 497.260
Usage Charge per 100cf	\$ 0.028	\$ 0.030	\$ 0.031

<u>Firm Transportation</u>			
Monthly Meter Charge	\$ 497.260	\$ 497.260	\$ 497.260
Demand Charge per Peak 100cf	\$ 0.317	\$ 0.341	\$ 0.351
Usage Charge per 100cf	\$ 0.018	\$ 0.019	\$ 0.020

- (3) *Minimum bill.* For all services rendered the minimum bill shall be equal to the monthly meter charge as applicable to each customer class per meter. The demand charge for firm transportation customers shall be as set forth in Section 13-317 (a).Section

Sec. 13-317. – Firm and Interruptible Transportation

(a) FIRM TRANSPORTATION

AVAILABILITY:

To be eligible for firm transportation service under this Section, customers must meet each of the following criteria:

- (1) The distribution mains owned and operated by the Department must be suitable for supplying the desired service;
- (2) The customer must take deliveries of all gas at a single delivery point;
- (3) The customer must use at least 100 Mcf per day or 3,000 Mcf per month of natural gas;
- (4) The customer must have executed a written notice of election to receive firm transportation service under this Ordinance for a minimum term of 12 months;
- (5) The customer must not resell the gas, except that it may resell the gas to any retail consumers served by the customer at the time the Department initiates service and are located in Tennessee.
- (6) The customer shall not transport the gas to others.
- (7) The customer must have executed a Natural Gas Firm Transportation Agreement substantially in the form approved by the Department for use by the Department in connection with the provision of firm transportation service to eligible customers; and
- (8) The customer must have paid the Department a fee of \$8,000.00 for the installation of telemetry equipment to be owned and installed by the Department at the customer's meter. Such fee shall be true-up based on actual cost incurred by the Department with any overpayment being reimbursed to the customer and any underpayment being due the Department.

RATES:

For each month of service provided during the term of the of the Natural Gas Firm Transportation Agreement the customer shall pay the rates set forth in that Agreement and under Section 13-316 (2), including charges for firm transportation, for authorized interruptible overrun service, for daily and monthly balancing and for certain charges imposed by third parties.

MINIMUM BILL:

For service rendered under this Section, the minimum monthly bill shall be the monthly demand charge as set forth in Section 13-316 (2) and shall be applied to the level of the customer's Maximum Daily Quantity, which quantity will be the same for each month for the term of the Natural Gas Firm Transportation Agreement and will be set forth in that Agreement.

CONTRACT PERIOD AND BILLING:

Contracts shall be for a minimum period of one year. A customer that has elected to receive service under this Section shall not be allowed to switch to service under a different Section or Rate Schedule without the Department's written permission during the contract period.

(b) INTERRUPTIBLE TRANSPORTATION

AVAILABILITY:

To be eligible for interruptible transportation service under this Section, a customer must meet each of the following criteria:

- (1) The distribution mains owned and operated by the Department must be suitable for supplying the desired service;
- (2) The customer must take deliveries of all gas at a single delivery point;
- (3) The customer must maintain in a usable condition facilities for substitute fuels or otherwise make provision for the curtailment of gas service and must agree to use such substitute facilities or other provision for curtailment of gas service in order to curtail the use of gas up to 100% of the customer's requirements immediately upon oral notice from the Department, and after such curtailment to refrain from increasing the use of gas until permitted to do so by the Department;
- (4) The customer must not resell the gas transported and must not transport the gas for another entity;
- (5) The customer's facilities must not be connected to any facilities through which it could receive deliveries of gas other than those of the Department;
- (6) The customer must use at least 100 Mcf per day or 3,000 Mcf per month of natural gas at its plant when not curtailed by the Department;
- (7) The customer must have executed a written notice of election to receive interruptible transportation service under this Ordinance for a minimum term of 12 months;
- (8) The customer must have executed a Natural Gas Interruptible Transportation Agreement substantially in the form approved by the Department for use by the Department in connection with the provision of interruptible transportation service to eligible industrial and commercial customers; and
- (9) The customer must have paid the Department a fee of \$8,000.00 for the installation of telemetry equipment to be owned and installed by the Department at the customer's meter. Such fee shall be trueed-up based on actual cost incurred by the Department with any overpayment being reimbursed to the customer and any underpayment being due the Department.

MINIMUM BILL:

For service rendered under this Interruptible Transportation Rate Schedule, the minimum monthly bill shall be as set forth in Section 13-316 (2). However, in order to remain eligible for service under this Ordinance, the customer must maintain the minimum volume requirements for the availability of interruptible transportation service set forth in this Section during the term that the service is provided. If the customer fails to maintain such minimum volume requirements during the term of the interruptible transportation service, the Department may terminate the availability of service under this Ordinance.

CONTRACT PERIOD AND BILLING:

Contracts shall be for a minimum period of one year with monthly payment for service taken. A customer that has elected to receive service under this Section shall not be allowed to switch to service under a different Section or Rate Schedule without the Department's permission during the contract period.

PENALTY FOR UNAUTHORIZED USE:

In the event a customer uses gas in excess of the daily volume allowed by the Department during a curtailment period, the customer shall pay the amounts set forth in the Natural Gas Interruptible Transportation Agreement between the Department and the customer. Each such unauthorized use of gas, whether occurring in the same month or in different months of a contract year, shall be subject to a separate penalty.

DAILY TRANSPORTATION BALANCING CHARGES:

Customer shall pay a daily transportation balancing charge to the Department as set forth in the Natural Gas Interruptible Transportation Agreement between the Department and the customer for variances between the quantities that the customer has scheduled for transportation and the quantities that the customer uses at its plant each day.

MONTHLY GAS BALANCING CHARGES:

Monthly balancing of quantities of gas owned by the customer and delivered to the Department and the quantities of gas used by the customer and charges associated with such balancing shall be as set forth in the Natural Gas Interruptible Transportation Agreement between the Department and the customer.

Sec. 13-318 is reserved

Sec. 13-319. - Weighted average cost of gas, interruptible service (WACOG).

- (1) *Availability.* WACOG interruptible gas service rate shall be available for eligible commercial or industrial customers for all purposes where the department's distribution mains are suitable for supplying the desired service. The department shall establish guidelines to determine customers eligibility for this service.

The customer shall maintain, in a usable condition, facilities for substitute fuel or shall otherwise make provisions for the curtailment of gas service hereunder and shall agree to use such substitute facilities or curtailment provisions in order to curtail the use of gas up to one hundred (100) percent of the maximum requirements immediately upon verbal notice from the department and, after such curtailment, shall refrain from increasing the use of gas until permitted to do so by the department. It is understood and agreed that the department will have the right to cut off gas service to the customer in the event the customer fails to curtail his use of gas in accordance with the department's verbal notice of curtailment.

- (2) *Rate.* The rate shall be as described in Sec. 13-316 (2).

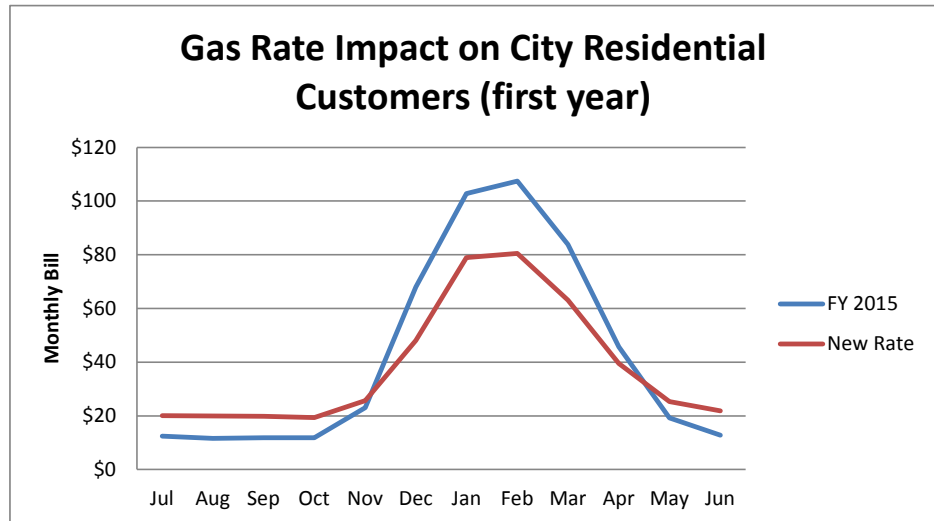
The department and the mayor shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the WAGOC natural gas sales agreement entered into between the department and a specific industrial end use consumer under this section 13-319 as the department and the mayor deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not serve by the department.

- (3) *Minimum bill.* For services rendered under the WACOG rate, the minimum monthly bill shall be equal to the monthly meter charge for WACOG customers as listed in Sec. 13-316 (2).
- (4) *Contract period and billing.* Contracts shall be for a period of one year with monthly payment of service taken. The customer shall not be allowed to switch from this contract rate during the period covered.
- (5) *Penalty for unauthorized use.* In the event a customer uses gas in excess of the daily volumes allowed by the department during a curtailment period, the customer agrees to pay, in addition to the regular rate, an amount the department is penalized by the supplier and/or pipeline for the twelve-month period immediately following the month in which the breaching of the curtailment agreement occurred. Each unauthorized use of gas, whether occurring in the same month or in different months of a contract year, will be subject to a separate penalty.

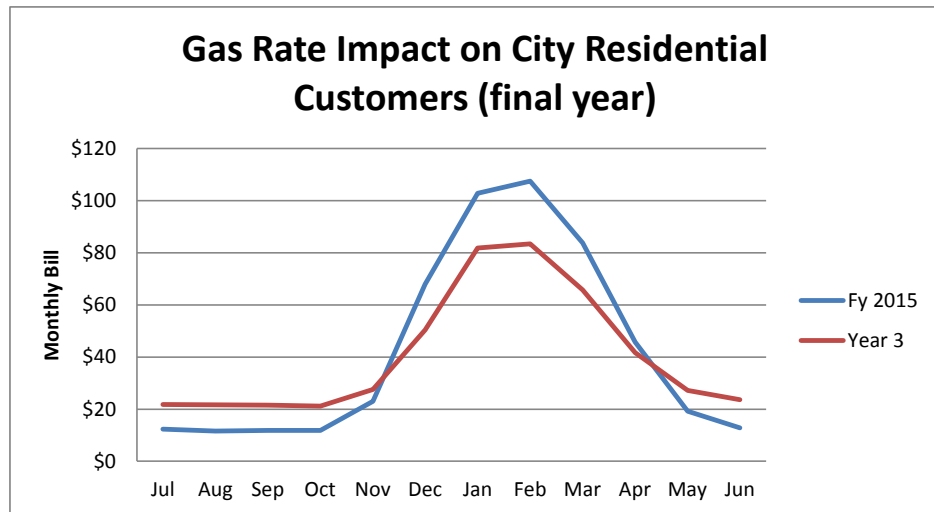
POSTPONED: December 1, 2016
REFERRED TO COMMITTEE: January 5, 2017
POSTPONED: February 2, 2017
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

CGW Gas Rate Restructuring

	Total Charge	
	FY 2015	New Rate
Jul	12	20
Aug	12	20
Sep	12	20
Oct	12	19
Nov	23	26
Dec	68	48
Jan	103	79
Feb	107	81
Mar	84	63
Apr	46	39
May	19	25
Jun	13	22
	511	462



	Total Charge	
	FY 2015	1/1/19 Rate
Jul	12	22
Aug	12	22
Sep	12	22
Oct	12	21
Nov	23	28
Dec	68	50
Jan	103	82
Feb	107	83
Mar	84	66
Apr	46	42
May	19	27
Jun	13	24
	511	488



Sections 13-215 through 13-219 CURRENT LANGUAGE:

Sec. 13-315. - Authorization for pass through adjustment.

The chief financial officer/comptroller and the gas manager are hereby authorized to pass gas cost adjustments on to customers, whether increases or decreases, from the supplier of the city gas system to maintain the balanced efficiency of the gas department.

The mayor, public utilities committee members and other governmental officials shall be apprised of such increases or decreases, as the case may be, whenever they occur.

PASS THROUGH ADJUSTMENT (PTA)

Due to the volatility of the unregulated cost of gas at the wellhead, all city gas and water department residential, commercial and high load factor rate classes will be adjusted monthly, increased or decreased, by a value called the "Pass Through Adjustment" or PTA. The PTA adjustment is intended to assure that the city gas and water department adjusts for these volatile changes in the wellhead cost of gas.

The "base" cost of gas is the city gas and water department average annual city gate cost of gas. This includes the actual gas plus the interstate pipeline volumetric costs involved in transporting the gas from the source of supply to our city gate regulator station. This cost is established annually and will remain stable throughout our fiscal year (July 1 through June 30).

The "monthly" cost of gas is the city gas and water department actual city gate cost of gas compared to the base cost of gas. If the monthly cost of gas exceeds the base cost of gas, the amount will be an increase. If the monthly cost of gas is less than the base cost of gas, the amount will be a decrease.

The cost of gas at the wellhead, or source of supply, has been unregulated for years and is affected by free market factors such as supply, demand and competition.

The city gas and water department does not profit from the PTA adjustment. It adjusts for the city gas and water department monthly city gate gas costs only. It does not affect operation and maintenance, fixed demand costs, or other costs incurred by the utility.

The PTA will be calculated monthly on the last business day of each month to be applied to the first billing that follows.

Any balance over or under recovery of gas cost at the end of each month may be passed through the subsequent month PTA accordingly.

The "pass through adjustment" shall be effective on bills rendered on or after November 1, 2005.

(Ord. No. 17-2005-06, 10-6-05)

Editor's note— Ord. No. 17-2005-06, adopted October 6, 2005, amended § 13-315 in its entirety to read as herein set out. Formerly, § 13-315 pertained to utility committee authorized to pass on gas adjustments, and derived from the Code of 1963, § 28-66.

Sec. 13-316. - Residential gas service.

(1) Availability. Gas shall be available to any regular residential customer for residential uses where the department's distribution mains are suitable for supplying the desired service. A building shall be considered nonresidential which has more than four (4) apartments.

(2) Rates:

Residential Gas Service

a. Rate schedule No. 1—City rate: Gas rates in the city shall be:

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 3 or less	\$8.93 for 300 CF or less	3	\$ 8.93
Next 37	1.131763 per 100 CF	40	50.81
All over 40	1.064043 per 100 CF		

b. Rate schedule No. 1-A—Outside city rate: Gas rates outside the city shall be:

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 3 or less	\$9.53 for 300 CF or less	3	\$ 9.53
Next 37	1.297226 per 100 CF	40	57.53
All over 40	1.219605 per 100 CF		

General Commercial and Industrial Gas Service

c. Rate schedule No. 2—City rate: Gas rates in the city shall be:

	Billing months of June through October		
Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$13.40 for 500 CF or less	5	\$ 13.40
Next 195	1.294227 per 100 CF	200	265.77
Next 1,800	1.130491 per 100 CF	2,000	2,300.66
All over 2,000	1.088209 per 100 CF		

	Billing months of November through May		
Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$13.40 for 500 CF or less	5	\$ 13.40
Next 195	1.358941 per 100 CF	200	278.39
Next 1,800	1.187017 per 100 CF	2,000	2,415.02
All over 2,000	1.142620 per 100 CF		

d. Rate schedule No. 2-A—Outside city rate: Gas rates outside the city shall be:

	Billing months of June through October		
Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$14.70 for 500 CF or less	5	\$ 14.70
Next 195	1.454325 per 100 CF	200	298.29
Next 1,800	1.270335 per 100 CF	2,000	2,584.90
All over 2,000	1.222823 per 100 CF		

	Billing months of November through May		
Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$14.70 for 500 CF or less	5	\$ 14.70
Next 195	1.527041 per 100 CF	200	312.47
Next 1,800	1.333851 per 100 CF	2,000	2,713.41
All over 2,000	1.283963 per 100 CF		

HLF (optional) for Large Commercial and Industrial Gas Consumers Having Year-Round Usage

e. Rate schedule No. 3—City rate: Gas rates in the city shall be:

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 104 or less	\$149.00 for 10,400 CF or less	104	\$ 149.00
Next 496	1.024596 per 100 CF	600	657.20
All over 600	0.974646 per 100 CF		

f. Rate schedule No. 3-A—Outside city rate: Gas rates outside the city shall be:

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 104 or less	\$165.88 for 10,400 CF or less	104	\$ 165.88
Next 496	1.142426 per 100 CF	600	732.52
All over 600	1.086727 per 100 CF		

In the event that gas cost adjustments are made pursuant to section 13-315, then the rates set out above shall be adjusted accordingly.

(3) Minimum bill. For services rendered under Rate Schedule No. 1, the minimum monthly bill shall be two dollars and fifty cents (\$2.50) net. For services rendered under Rate Schedule No. 1-A, the minimum monthly bill shall be two and dollars seventy-five cents (\$2.75) net.

(4) Payment terms. All bills for service are due upon presentation, and the above stated net rates shall be allowed if payment is made on or before the last day for payment as specified on the bill. Payments made after that date shall be for the gross amount, which will be greater by ten (10) percent than the net billing.

(1963 Code, § 28-67; Ord. No. 7-1997-98, 8-7-97; Ord. of 12-14-00; Ord. No. 82-2001-02, Exh. A, 5-2-02; Ord. of 9-27-05; Ord. No. 17-2005-06, 10-6-05)

Editor's note— Ord. of Dec. 14, 2000 was approved by the Gas and Water Committee.

Sec. 13-317. - General commercial and industrial gas service.

(1) Availability. Gas shall be available to any regular commercial or industrial customer where the department's distribution mains are suitable for supplying the desired service. Service will be supplied only through a single metering point. This schedule shall be available to individual apartment houses where service is supplied to more than one family unit through a single meter.

(2) Rates.

a. Rate Schedule No. 2—City rate: Gas rates in the City of Clarksville shall be:

Billing months of June through October

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$6.35 for 500 CF or less	5	\$ 6.35
Next 45	1.001278 per 100 CF	50	51.40
Next 150	0.847378 per 100 CF	200	178.51
Next 800	0.789666 per 100 CF	1,000	810.24
Next 2,000	0.770428 per 100 CF	23,000	2,351.10
Over 3,000	0.751191 per 100 CF		

Billing months of November through May

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$6.35 for 500 CF or less	5	\$ 6.35
Next 45	0.058991 per 100 CF	50	54.00
Next 150	0.895472 per 100 CF	200	188.32
Next 800	0.837759 per 100 CF	1,000	858.53
Next 2,000	0.799284 per 100 CF	23,000	2,457.10
Over 3,000	0.780047 per 100 CF		

b. Rate Schedule No. 2-A—Outside city rates: Gas rates outside the City of Clarksville shall be:

Billing months of June through October

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$6.95 for 500 CF or less	5	\$ 6.95
Next 45	1.125107 per 100 CF	50	57.58
Next 150	0.971207 per 100 CF	200	203.26
Next 800	0.913326 per 100 CF	1,000	933.92
Next 2,000	0.894257 per 100 CF	23,000	2,722.44
Over 3,000	0.875019 per 100 CF		

Billing months of November through May

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 5 or less	\$6.95 for 500 CF or less	5	\$ 6.95
Next 45	1.182819 per 100 CF	50	60.18
Next 150	1.019301 per 100 CF	200	213.07
Next 800	0.961588 per 100 CF	1,000	982.34
Next 2,000	0.923113 per 100 CF	23,000	2,828.57
Over 3,000	0.903876 per 100 CF		

In the event that gas cost adjustments are made pursuant to section 13-315, then the rates set out above shall be adjusted accordingly.

(3) Minimum bill. For services rendered under Rate Schedule No. 2, the minimum monthly bill shall be three dollars and seventy-five cents (\$3.75) net. For services rendered under Rate Schedule No. 2-A, the minimum monthly bill shall be four dollars and twelve cents (\$4.12) net.

(4) Payment terms. All bills for service are due upon presentation and the above-stated net rates shall be allowed if payment is made on or before the last day for payment as specified on the bill. Payment made after that date shall be for the gross amount, which will be greater by ten (10) percent than the net billing.

(1963 Code, § 28-68; Ord. No. 7-1997-98, 8-7-97; Ord. of 12-14-00; Ord. No. 17-2005-06, 10-6-05)

Editor's note— Ord. of Dec. 14, 2000 was approved by the Gas and Water Committee.

Sec. 13-318. - HLF (optional) for large commercial and industrial gas consumers having year-round usage.

(1) Availability. The HLF rate schedule shall be available to any commercial or industrial consumer using natural gas principally for process steam generation, manufacturing purposes, or any other base-load application, and where the use of gas for space heating is only incidental. This rate is not available to consumers whose use of gas during the months of least consumption is less than fifty (50) percent of the use of gas during the month of greatest consumption.

(2) Rates.

a. Rate Schedule No. 3—City rates. Gas rates in the City of Clarksville shall be:

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 104 or less	\$75.94 for 10,400 CF or less	104	\$ 75.94
Next 296	0.804347 per 100 CF	400	314.02
Next 600	0.698541 per 100 CF	1,000	733.15
Next 1,000	0.679303 per 100 CF	2,000	1,412.45
Over 2,000	0.669684 per 100 CF		

b. Rate Schedule No. 3-A—Outside city rate. Gas rates outside the City of Clarksville shall be:

Usage (100 cubic feet per month)	Amount	Usage (In 100 CF)	Accumulated Amounts
First 104 or less	\$83.30 for 10,400 CF or less	104	\$ 83.30
Next 296	0.928176 per 100 CF	400	358.03
Next 600	0.821863 per 100 CF	1,000	851.15
Next 1,000	0.803132 per 100 CF	2,000	1,654.28
Over 2,000	0.793513 per 100 CF		

In the event that gas cost adjustments are made pursuant to section 13-315, then the rates set out above shall be adjusted accordingly.

(3) Minimum bill. For services rendered under Rate Schedule No. 3, the minimum monthly bill shall be forty-five dollars (\$45.00) net. For services rendered under Rate Schedule No. 3-A, the minimum monthly bill shall be forty-nine dollars and fifty cents (\$49.50) net.

(4) Payment terms. All bills for service are due upon presentation, and the above-stated net rates shall be allowed if payment is made on or before the last day for payment as specified on bill. Payments made after that date shall be for the gross amount which will be greater by ten (10) percent than net billing.

(1963 Code, § 28-69; Ord. No. 7-1997-98, 8-7-97; Ord. of 12-14-00; Ord. No. 17-2005-06, 10-6-05)

Editor's note— Ord. of Dec. 14, 2000 was approved by the Gas and Water Committee.

Sec. 13-319. - Weighted average cost of gas, interruptible service (WACOG).

(1) Availability. WACOG interruptible gas service rate shall be available for eligible commercial or industrial customers for all purposes where the department's distribution mains are suitable for supplying the desired service. The department shall establish guidelines to determine customers eligibility for this service.

The customer shall maintain, in a usable condition, facilities for substitute fuel or shall otherwise make provisions for the curtailment of gas service hereunder and shall agree to use such substitute facilities or curtailment provisions in order to curtail the use of gas up to one hundred (100) percent of the maximum requirements immediately upon verbal notice from the department and, after such curtailment, shall refrain from increasing the use of gas until permitted to do so by the department. It is understood and agreed that the department will have the right to cut off gas service to the customer in the event the customer fails to curtail his use of gas in accordance with the department's verbal notice of curtailment.

(2) Rate. The rate shall be variable as computed by the department using the weighted average cost of gas (WACOG) plus forty-eight cents (\$0.48) per MCF (1,000 CF) for all gas consumed per month.

The department shall compute two (2) separate WACOG rates each month: (1) a market-based WACOG rate; and (2) a fixed-variable WACOG rate. For the market-based WACOG rate, the department shall compute the commodity costs of gas supply as the first of the month index price as published in Inside FERC's Gas Market Report for deliveries into Tennessee Gas Pipeline—Zone 1 per MMBtu, plus fuel, converted to Mcf. For the fixed-variable WACOG rate, the department shall compute the commodity cost of gas supply as equal to the department's per unit commodity cost of gas supply per MMBtu, including all purchases of fixed price gas, variable priced gas, and hedged gas prices, plus fuel.

Each industrial interruptible WACOG customer may make an annual election to take market-based WACOG pricing for the upcoming twelve (12) months by providing notice in writing to the department by no later than August 15th, with such election to be effective on September 1st. If a WACOG customer does not make such an election, it shall receive fixed-variable WACOG pricing for the next twelve-month period.

Except as provided herein for the computation of the commodity cost of gas supply, the computation of the market-based WACOG rate and the fixed-variable WACOG rate shall be identical. The upstream pipeline transportation and storage costs component of the WACOG rate shall be as computed by the department so as to reflect an allocation of such costs determined by the department to be appropriate under all of the circumstances presented but no less than the unit cost of interruptible transportation service on the Tennessee Gas Pipeline Company System.

The department, the mayor, and the gas, water and sewer committee (the utilities committee) of the city council shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the natural gas sales agreement entered into between the department and a specific industrial end use consumer under this section 13-219 as the department, the mayor, and the utilities committee of the city council deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not serve by the department.

(3) Minimum bill. For services rendered under this WACOG rate, the minimum monthly bill shall be one hundred dollars (\$100.00) net with a minimum annual net billing of fifteen thousand dollars (\$15,000.00).

(4) Payment terms. All bills for services are due upon presentation and the above-stated net rates shall be allowed if payment is made on or before the last day for payment as specified on the bill. Payments made after that day shall be for the gross amount, which will be greater by ten (10) percent than the net billing.

(5) Contract period and billing. Contracts shall be for a period of one year with monthly payment of service taken. The customer shall not be allowed to switch from this contract rate during the period covered.

(6) Penalty for unauthorized use. In the event a customer uses gas in excess of the daily volumes allowed by the department during a curtailment period, the customer agrees to pay, in addition to the regular rate, an amount the department is penalized by the supplier and/or pipeline for the twelve-month period immediately following the month in which the breaching of the curtailment agreement occurred. Each unauthorized use of gas, whether occurring in the same month or in different months of a contract year, will be subject to a separate penalty.

(1963 Code, § 28-70, Ord. No. 61-1989-90, 9-6-90; Ord. No. 7-1997-98, 8-7-97; Ord. No. 67-1998-99, 7-1-99; Ord. No. 65-1999-00, 4-6-00)

ORDINANCE 50-2016-17

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS; REQUEST OF FULTON WILSON FOR PROPERTY LOCATED AT POPLAR HILL SUBDIVISION

WHEREAS, proper application has been made by Cal McKay on behalf of Fulton Wilson for extensions of City utility service to property located at Cmap 087, Parcel 106.00, 105.00, 105.02 with the property address of Poplar Hill Subdivision outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City of Clarksville Gas and Water Department has recommended approval of said application; and

WHEREAS, the Gas, Water and Sewer Committee of the Clarksville City Council has recommended approval of said application; and

WHEREAS, the Clarksville City Council finds that all of the requirements of City Code Section 13-405 have been or are satisfied and the extension of water and sewer service to property as described in Exhibit A will be in the best interest of the City.

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

That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 087, Parcel 106.00, 105.00, 105.02 with the property address of Poplar Hill Subdivision outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING:

SECOND READING:

EFFECTIVE DATE

This aerial map shows the proposed site area outlined in red. The site is located south of the intersection of Miller Rd and Mill Creek Rd, and west of Shady Grove Rd. The surrounding area includes various residential streets and green spaces.

RESOLUTION 28-2016-17

A RESOLUTION EXPRESSING SUPPORT FOR INCREASED TRANSPORTATION FUNDING AND LOCAL PUBLIC TRANSIT REFERENDUMS IN TENNESSEE

WHEREAS, Clarksville, Tennessee voters have expressed great concern over the years about adequate roads and about the safety and convenience of our transportation infrastructure; and

WHEREAS, the City of Clarksville requires sustainable transportation funding to maintain our roads and keep them safe and useful to our residents; and

WHEREAS, economic development relies in large part on the quality of our transportation infrastructure; and

WHEREAS, the State of Tennessee has a 50-year backlog of transportation projects under the current funding system covering 962 outstanding projects in all 95 Tennessee Counties; and

WHEREAS, approximately 1,300 miles of Tennessee roads and bridges require work that cannot presently be funded under the existing system; and

WHEREAS, the Clarksville City Council seeks high-quality jobs, access to higher education, and the best possible quality of life for our residents; and

WHEREAS, long commute times between Middle Tennessee counties lessen the quality of life for our residents, taking parents away from their children and families away from community activities; and

WHEREAS, a lack of adequate transportation funding keeps projects from being completed that would make roads and bridges safer for our residents; and

WHEREAS, local voters, through referendums at the ballot box, have the wisdom to decide investment in public transportation options for our community.

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

That the Clarksville City Council, along with other legislative bodies of local government in our region, support the principles and goals of Governor Bill Haslam's IMPROVE Act to revamp transportation funding in Tennessee to the betterment of the residents of our cities and county.

ADOPTED: