



**CLARKSVILLE CITY COUNCIL
EXECUTIVE SESSION
AUGUST 31, 2017, 4:30 P.M.**

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

AGENDA

1) PLANNING COMMISSION: PUBLIC HEARING

1. **ORDINANCE 14-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Thomas Development, Scott Thomas-Agent, for zone change on property east of the intersection of Golf Club Lane and Old Ashland City Road from R-3 Two & Three Family Residential District to M-1 Light Industrial District *(RPC: Disapproval/Approval)*
2. **ORDINANCE 15-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Rosemary Page, Wayne Wilkinson-Agent, for zone change on property east of the intersection of Madison Street and Country Lane from R-1 Single Family Residential District to R-4 Multiple Family Residential District, O-1 Office District, C-5 Highway & Arterial Commercial District, and C-2 General Commercial District *(RPC: Approval/Approval)*
3. **ORDINANCE 16-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Leo Millan for zone change on property at the intersection of Riverside Drive and North Second Street from C-2 General Commercial District to C-5 Highway & Arterial Commercial District *(RPC: Disapproval/Disapproval)*
4. **ORDINANCE 17-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mack Phillips for zone change on property west of the intersection of Tylertown Road and Trenton Road from R-4 Multiple Family Residential District to C-4 Highway Interchange District *(RPC: Approval/Approval)*

2) CONSENT AGENDA

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

1. **ORDINANCE 2-2017-18** (Second Reading) Authorizing extension of utility services to property on Garrettsburg Road; request of Margaret Armistead
2. **ORDINANCE 3-2017-18** (Second Reading) Authorizing negotiations and purchase of property near Inglewood Drive and Cherokee Trail for the purpose of a city park [Urban Wilderness]
3. **ORDINANCE 4-2017-18** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of J. Mark Young, Wayne P. Wilkinson-Agent, for zone change on property at the intersection of Madison Street and Carney Road from R-1 Single Family Residential District to C-5 Highway & Arterial Commercial District
4. **ORDINANCE 5-2017-18** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Carolyn York, C&E Partners-Agent, for zone change on property at the intersection of Old Trenton Road and Whitfield Road from AG Agricultural District to R-2 Single Family Residential District
5. Adoption of Minutes: August 3rd
6. Approval of Board Appointments:

Design Review Board: Mark Brunner (replace Morrell Boyd-resigned) - September 2017 through December 2019; Marcia Williams (reappointment/coterminous with RHZC) - September 2017 through October 2022

Human Relations Commission: Ron Erb (replace Jeff Burkhart-term expired) - September 2017 through July 2019

Regional Historic Zoning Commission: Marcia Williams (reappointment) - September 2017 through October 2022

3) FINANCE COMMITTEE

Jeff Burkhart, Chair

1. **ORDINANCE 6-2017-17** Amending the FY18 Street Department budget to increase funding for a vehicle ordered during FY17 (*Finance Committee: Approval*)
2. **ORDINANCE 7-2017-18** Amending the FY18 Governmental Funds Budget for purchase of property for expanding the City Garage (*Finance Committee: Approval*)

3. **ORDINANCE 8-2017-18** Amending the Capital Projects Fund to increase the scope of work for expansion of the Senior Citizens Center (*Finance Committee: Approval*)
4. **ORDINANCE 10-2017-17** Authorizing donation of real property in Woodstock Subdivision to Wayne and Donna Ridenhour (*Finance Committee: Approval*)
5. **ORDINANCE 11-2017-18** Authorizing disposal of certain surplus property at Lark Drive at public auction (*Finance Committee: Approval*)
6. **RESOLUTION 8-2017-18** Authorizing an interlocal agreement between the City of Clarksville and Montgomery County pertaining to division, allocation, and administration of 2017 Byrne Justice Assistance Grant funds (*Finance Committee: Approval*)
7. **RESOLUTION 9-2017-17** Adopting the amended Debt Management Policy as required by the State of Tennessee (*Finance Committee: Approval*)
8. **RESOLUTION 10-2017-18** Authorizing issuance and sale of electric system revenue refunding bonds in an amount not to exceed \$29,000,000 (*Finance Committee: Approval*)

4) GAS & WATER COMMITTEE
Bill Powers, Chair

1. Department Reports

5) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE
David Allen, Chair

1. Department Reports

6) PARKS & RECREATION
Valerie Guzman, Chair

1. Department Reports

7) PUBLIC SAFETY COMMITTEE
Geno Grubbs, Chair

1. Department Reports

8) STREETS & GARAGE COMMITTEE

Mike Alexander, Chair

1. Department Reports

9)TRANSPORTATION COMMITTEE

Deanna McLaughlin, Chair

1. Department Reports

10) MAYOR AND STAFF REPORTS

11) NEW BUSINESS

1. **ORDINANCE 12-2017-18** (First Reading) Amending the Official Code relative to application fee for public designation (*Councilman Chandler*)
2. **ORDINANCE 13-2017-18** (First Reading) Amending the Official Code to repeal the designation of the Two Rivers Company as the District Management Corporation (*Councilman Chandler*)
3. **RESOLUTION 7-2017-18** (Postponed August 3rd) Approving donation of city-owned real property to Two Rivers Company (*Councilman Allen*)
4. **RESOLUTION 11-2017-18** Authorizing right of entry and construction permit for the Tennessee Valley Authority onto certain city-owned property [Franklin Street & Arrow Lane] (*Mayor McMillan*)
5. Update on FEMA 2010 Flood funds (*Councilman Garrett*)

12) PUBLIC COMMENTS

13) ADJOURNMENT

CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on September 7, 2017. The public hearing will be held on: September 7, 2017.

CITY ORD. #: 14-2017-18 RPC CASE NUMBER: Z-12-2017

Applicant: THOMAS DEVELOPMENT

Agent: Scott Thomas

Location: 1,400 +/- feet east of the Golf Club Lane and Old Ashland City Road intersection south of Old Ashland City Road

Ward #: 7

Request: R-3 Two and Three Family Residential District
to
M-1 Light Industrial District

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 15-2017-18 RPC CASE NUMBER: Z-13-2017

Applicant: ROSEMARY PAGE

Agent: Wayne Wilkinson

Location: 900 +/- feet east of the Madison Street & Country Lane intersection, fronting on the south frontage of Madison Street.

Ward #: 10

Request: R-1 Single-Family Residential District
to
R-4 Multiple-Family Residential District/O-1 Office District/C-5 Highway & Arterial Commercial District/C-2 General Commercial District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 16-2017-18 RPC CASE NUMBER: Z-14-2017

Applicant: LEO MILLAN

Location: 565 +/- feet of the North 2nd Street & Riverside Drive intersection fronting on the north frontage of North 2nd Street.

Ward #: 6

Request: C-2 General Commercial District
to
C-5 Highway & Arterial Commercial District

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION: DISAPPROVAL

CITY ORD. #: 17-2017-18 RPC CASE NUMBER: Z-15-2017
Applicant: MACK PHILLIPS
Location: 2,850 +/- feet west of the Tylertown Road & Trenton Road intersection fronting north frontage of
 Tylertown Rd.
Ward #: 8
Request: R-4 Multiple-Family Residential District
 to
 C-4 Highway Interchange District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 8/30/2017

CASE NUMBER: Z - 12 - 2017

NAME OF APPLICANT: Thomas

Development

AGENT: Scott

Thomas

GENERAL INFORMATION

PRESENT ZONING: R-3

PROPOSED ZONING: M-1

EXTENSION OF ZONE

CLASSIFICATION: YES

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

PROPERTY LOCATION: Properties located 1,400 +/- feet east of the Golf Club Lane and Old Ashland City Road intersection and south of Old Ashland City Road

ACREAGE TO BE REZONED: 8.5 +/-

**DESCRIPTION OF PROPERTY
AND SURROUNDING USES:** Gradual sloping land for northern portion with steeper topography to the south.

GROWTH PLAN AREA:

CITY

TAX PLAT: 80-F-A

PARCEL(S): 4.01, 4.02, 4.03

CIVIL DISTRICT: 11th

CITY COUNCIL WARD: 7

COUNTY COMMISSION DISTRICT: 20

PREVIOUS ZONING HISTORY: Z-24-1978 R-3 to M-1 (Approved)

**(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:

No Traffic Assessment Required

2. STREET DEPARTMENT/

COUNTY HIGHWAY DEPARTMENT:

3.

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

3. DRAINAGE COMMENTS:

4.

3a. DRAINAGE COST:

5.

No Comment(s) Received

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

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

7.

Comments Received From Department And They Had No Concerns.

6. FIRE DEPT/EMERGENCY MGT.:

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

Comments Received From Department And They Had No Concerns.

7. POLICE DEPT/SHERIFF'S OFFICE:

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

9.

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:

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: Additional traffic, light & noise.

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: SEWER

ACCESSIBILITY: OLD ASHLAND CITY ROAD

DRAINAGE:
SOUTH

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

Hilldale Planning Area- One of the most stable single family residential areas of the city. Its central location gives its convenient proximity to most areas of the city.

STAFF RECOMMENDATION: DISAPPROVAL

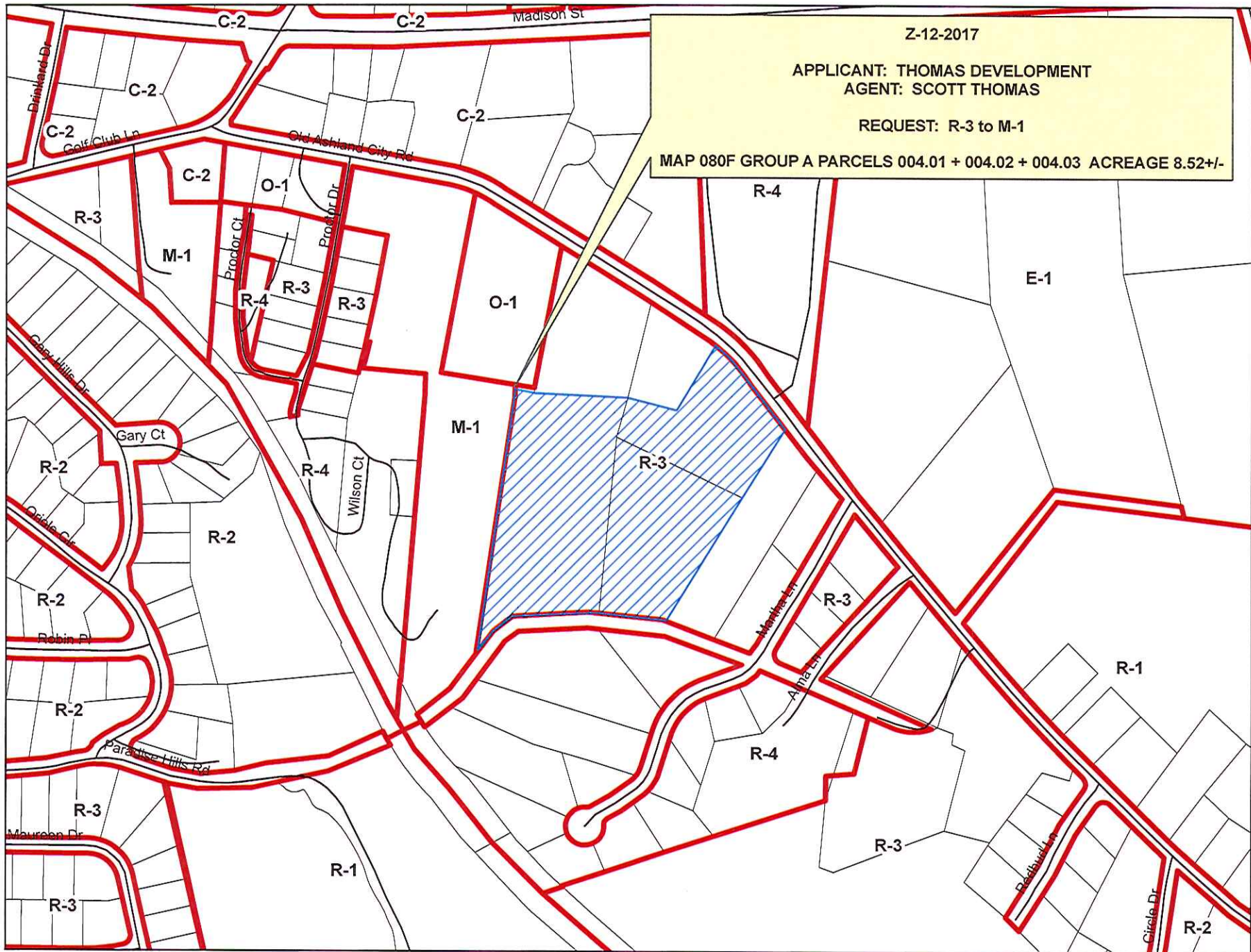
1. The proposed zoning request is inconsistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. While the request of M-1 Light Industrial District is an extension of the existing M-1 District, the request encroaches into the existing residential block face and district.
3. M-1 Light Industrial District & Single Family Uses & Residential districts are generally not considered compatible.
- 4.
- 5.

Z-12-2017

APPLICANT: THOMAS DEVELOPMENT
AGENT: SCOTT THOMAS

REQUEST: R-3 to M-1

MAP 080F GROUP A PARCELS 004.01 + 004.02 + 004.03 ACREAGE 8.52+/-



CASE NUMBER: Z 12 2017 MEETING DATE 8/30/2017

APPLICANT: Thomas Development

PRESENT ZONING R-3 PROPOSED ZONING M-1

TAX PLAT # 80-F-A PARCEL 4.01, 4.02, 4.03

GEN. LOCATION Properties located 1,400 +/- feet east of the Golf Club Lane and Old Ashland City
Road intersection and south of Old Ashland City Road

PUBLIC COMMENTS

None received as of 10:30 a.m. on 8/30/2017 (jhb).

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 8/30/2017

CASE NUMBER: Z - 13 - 2017

NAME OF APPLICANT: Rosemary

Page

AGENT: Wayne

Wilkinson

GENERAL INFORMATION

PRESENT ZONING: R-1

PROPOSED ZONING: R-4 O-1 C-2

EXTENSION OF ZONE

CLASSIFICATION: YES

APPLICANT'S STATEMENT Requested rezoning is best use of property.
FOR PROPOSED USE:

PROPERTY LOCATION: Property 900 +/- feet east of the Madison Street & Country Lane intersection,
fronting on the south frontage of Madison Street.

ACREAGE TO BE REZONED: 50.72 R-4(30.33) O-1(2.36) C-2(11.44) C-5(6.59)

DESCRIPTION OF PROPERTY Tract with Rolling hills and treelines on the northern portion with steep wooded
AND SURROUNDING USES: topography to the south.

GROWTH PLAN AREA:

CITY **TAX PLAT:** 81

PARCEL(S): 112 & 113

CIVIL DISTRICT: 11th

CITY COUNCIL WARD: 10

COUNTY COMMISSION DISTRICT: 20

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 DEPARMENT
- ☐ 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:

Traffic Assessment Required.

2. STREET DEPARTMENT/

COUNTY HIGHWAY DEPARTMENT:

3.

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

3. DRAINAGE COMMENTS:

4.

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

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

7.

Comments Received From Department And They Had No Concerns.

6. FIRE DEPT/EMERGENCY MGT.:

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

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

Comments Received From Department And They Had No Concerns.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

9.

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

9. SCHOOL SYSTEM:

ELEMENTARY: BARKSDALE

MIDDLE SCHOOL: RICHVIEW

HIGH SCHOOL: CLARKSVILLE

This Development Falls Within The Sango Elem. School Zone Richview Ms & Clarksville Hs Are Over 90% Capacities. This Development Could Contribute Over 100 Additional Students To A Region That Already Has 998 Approved Residential Lots.

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: Increased Traffic, Light & noise

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: HIGHWAY 41-A SOUTH (MADISON ST.)

DRAINAGE:
PRIMARILY SOUTH

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

360 units

ROAD MILES:

POPULATION:

972

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

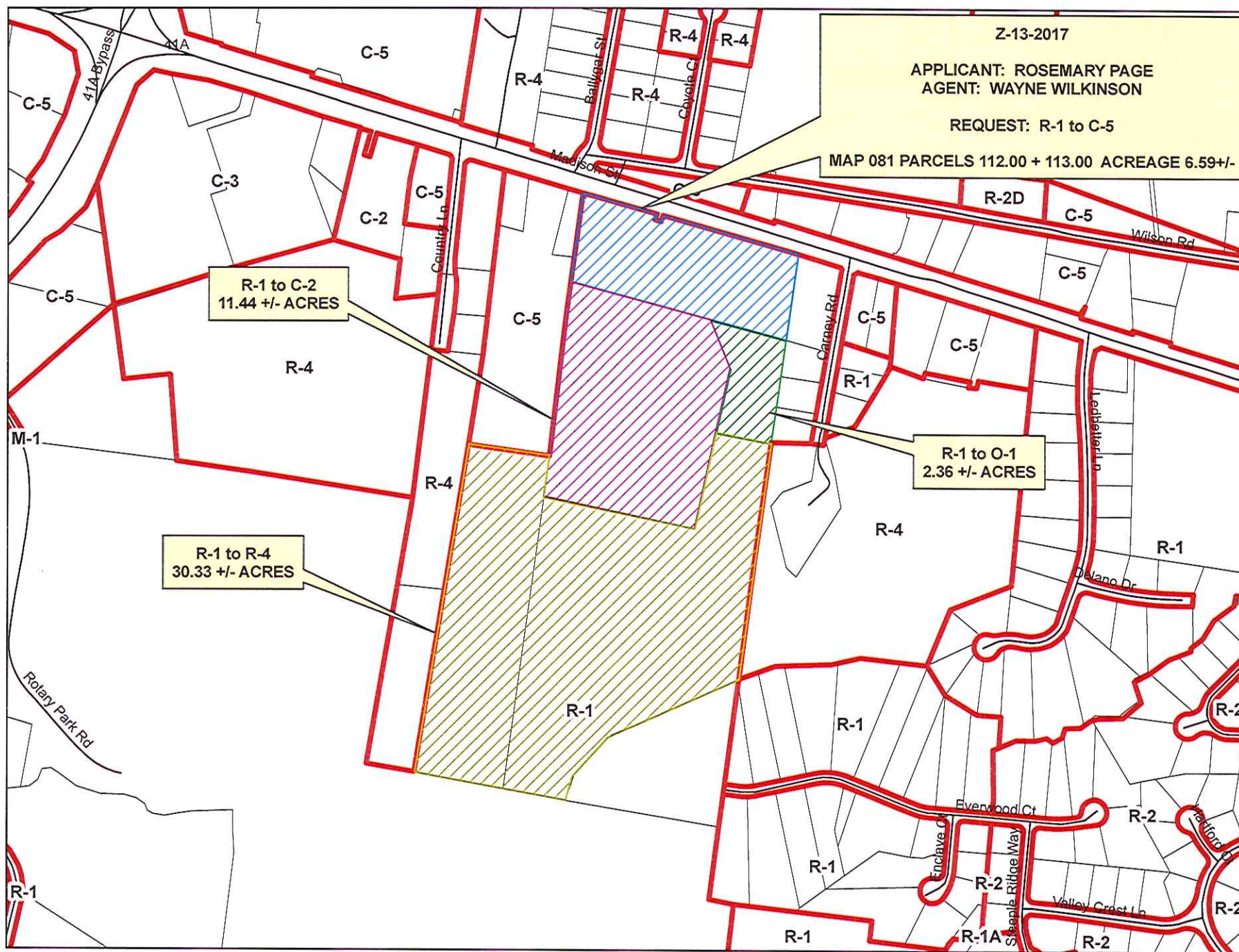
HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

Sango Planning Area: Growth rate for this area is well above the overall county average.

STAFF RECOMMENDATION: **APPROVAL**

1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Proposed rezoning request details extensions of existing C-5 & R-4 zoning classifications. Request also includes the C-2 zoning classification to serve as a transition from the C-5 & R-4 portion & O-1 zoning classification adjacent to the R-1 single family district which are considered appropriate as transitions as submitted.
3. No adverse environmental issues were identified relative to this request.
4. A traffic assessment has been submitted & accepted with adequate level of service.
- 5.



CASE NUMBER: Z 13 2017 MEETING DATE 8/30/2017

APPLICANT: Rosemary

Page

PRESENT ZONING R-1

PROPOSED ZONING R-4

TAX PLAT # 81

PARCEL 112 & 113

GEN. LOCATION Property 900 +/- feet east of the Madison Street & Country Lane intersection,
fronting on the south frontage of Madison Street.

PUBLIC COMMENTS

None received as of 10:30 a.m. on 8/30/2017 (jhb).

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 8/30/2017

CASE NUMBER: Z - 14 - 2017

NAME OF APPLICANT: Leo

Millan

AGENT:

GENERAL INFORMATION

PRESENT ZONING: C-2

PROPOSED ZONING: C-5

EXTENSION OF ZONE
CLASSIFICATION: NO

APPLICANT'S STATEMENT Automobile Sales
FOR PROPOSED USE:

PROPERTY LOCATION: Property located 565+/- feet of the North 2nd Street & Riverside Drive intersection fronting on the north frontage of North 2nd Street.

ACREAGE TO BE REZONED: 0.36

DESCRIPTION OF PROPERTY Existing Commercial structure and lot.
AND SURROUNDING USES:

GROWTH PLAN AREA:

CITY TAX PLAT: 55-O-A

PARCEL(S): 20.00

CIVIL DISTRICT: 12th

CITY COUNCIL WARD: 6

COUNTY COMMISSION DISTRICT: 13

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:

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.

C B I D / Downtown Overlay

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON Minimal
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: N. 2ND STREET

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:

Red River Planning Area- This planning area is home to the APSU campus. This is a mixed use area with primarily older housing stock neighborhoods sandwiched in between light industrial and commercial districts. This planning area is also targeted for redevelopment.

STAFF RECOMMENDATION: DISAPPROVAL

1. The proposed zoning request is consistent with Growth Plan (as in the City), but inconsistent the adopted Land Use Plan.
2. The adopted Land Use Plan indicates that the present C-2 zoning classification is assumed to be correct unless the proposed zone is more consistent with the land use plan, the parcel was incorrectly zoned in the first place, or major changes of an economic, physical or social nature were not considered in the present plan which have substantially altered the character of the area.
3. Adjacent properties to the south, east & west are zoned C-2 General Commercial District
4. No adverse environmental issues were identified relative to this request.

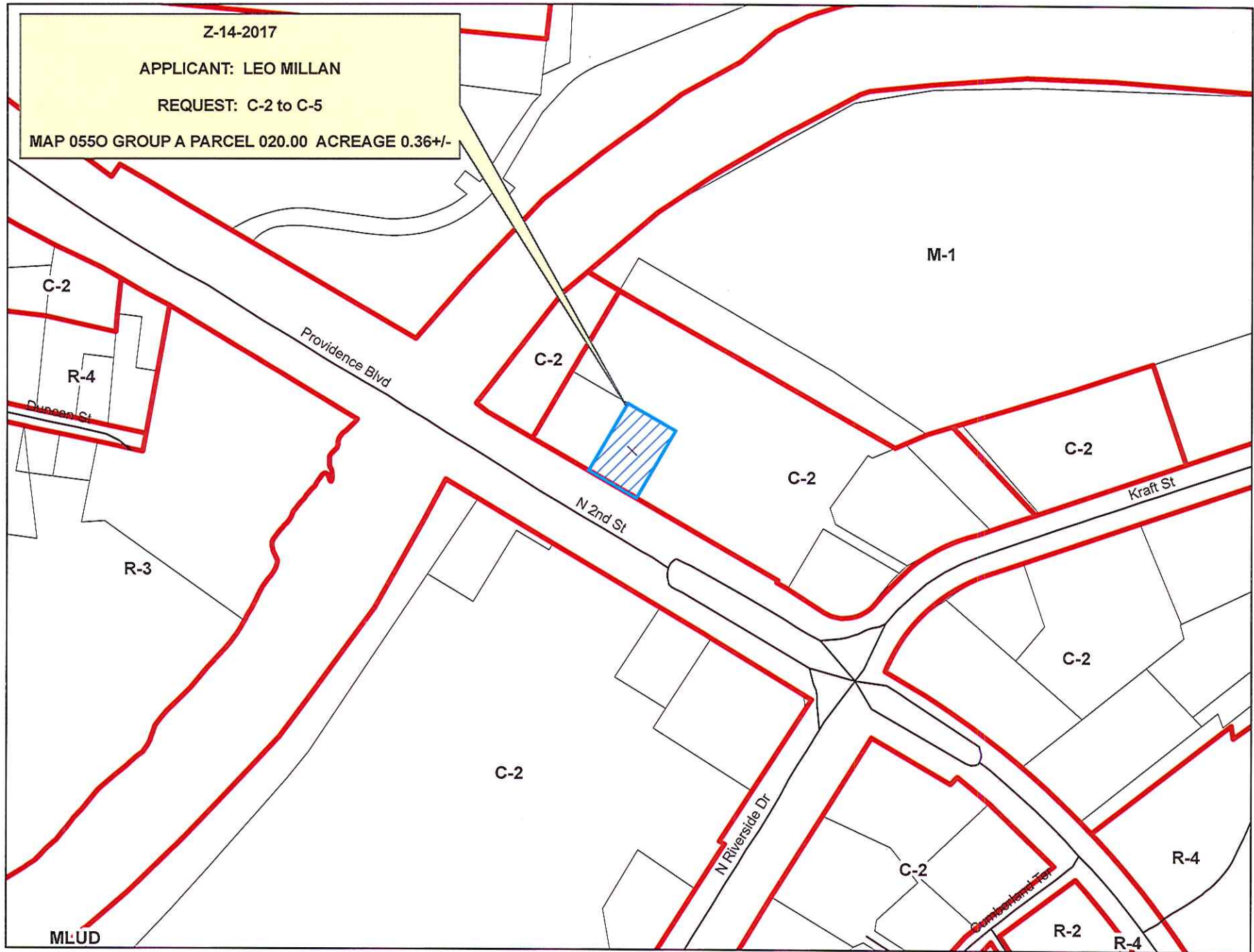
5.

Z-14-2017

APPLICANT: LEO MILLAN

REQUEST: C-2 to C-5

MAP 0550 GROUP A PARCEL 020.00 ACREAGE 0.36+/-



CASE NUMBER: Z 14 2017 MEETING DATE 8/30/2017

APPLICANT: Leo Millan

PRESENT ZONING C-2 PROPOSED ZONING C-5

TAX PLAT # 55-O-A PARCEL 20.00

GEN. LOCATION Property located 565+/- feet of the North 2nd Street & Riverside Drive intersection
fronting on the north frontage of North 2nd Street.

PUBLIC COMMENTS

None received as of 10:30 a.m. on 8/30/2017 (jhb).

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 8/30/2017

CASE NUMBER: Z - 15 - 2017

NAME OF APPLICANT: Mack

Phillips

AGENT:

GENERAL INFORMATION

PRESENT ZONING: R-4

PROPOSED ZONING: C-4

**EXTENSION OF ZONE
CLASSIFICATION:**

APPLICANT'S STATEMENT To bring existing use into conformance.
FOR PROPOSED USE:

PROPERTY LOCATION: Property located 2,850 +/- feet west of the Tylertown Road & Trenton Road intersection fronting on the north frontage of Tylertown Rd.

ACREAGE TO BE REZONED: 14.90 +/-

DESCRIPTION OF PROPERTY Largere residential home site with cementry & newly constructed event hall.
AND SURROUNDING USES:

GROWTH PLAN AREA:

CITY **TAX PLAT:** 8

PARCEL(S): 2.02 & 2.08

CIVIL DISTRICT: 2nd

CITY COUNCIL WARD: 8

COUNTY COMMISSION DISTRICT: 18

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:

No Gravity Sewer Available (Force Main Available.)

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

Traffic Assessment Submitted.

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:

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:

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: Increased, traffic, light & noise

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE:

ACCESSIBILITY: TYLERTOWN RD.

DRAINAGE:
VARIES

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

PPLICABLE 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. Proposed C-4 Highway Interchange District is an extension of the existing C-4 district and bring the use into compliance.
3. No adverse environmental issues were identified relative to this request.

4.

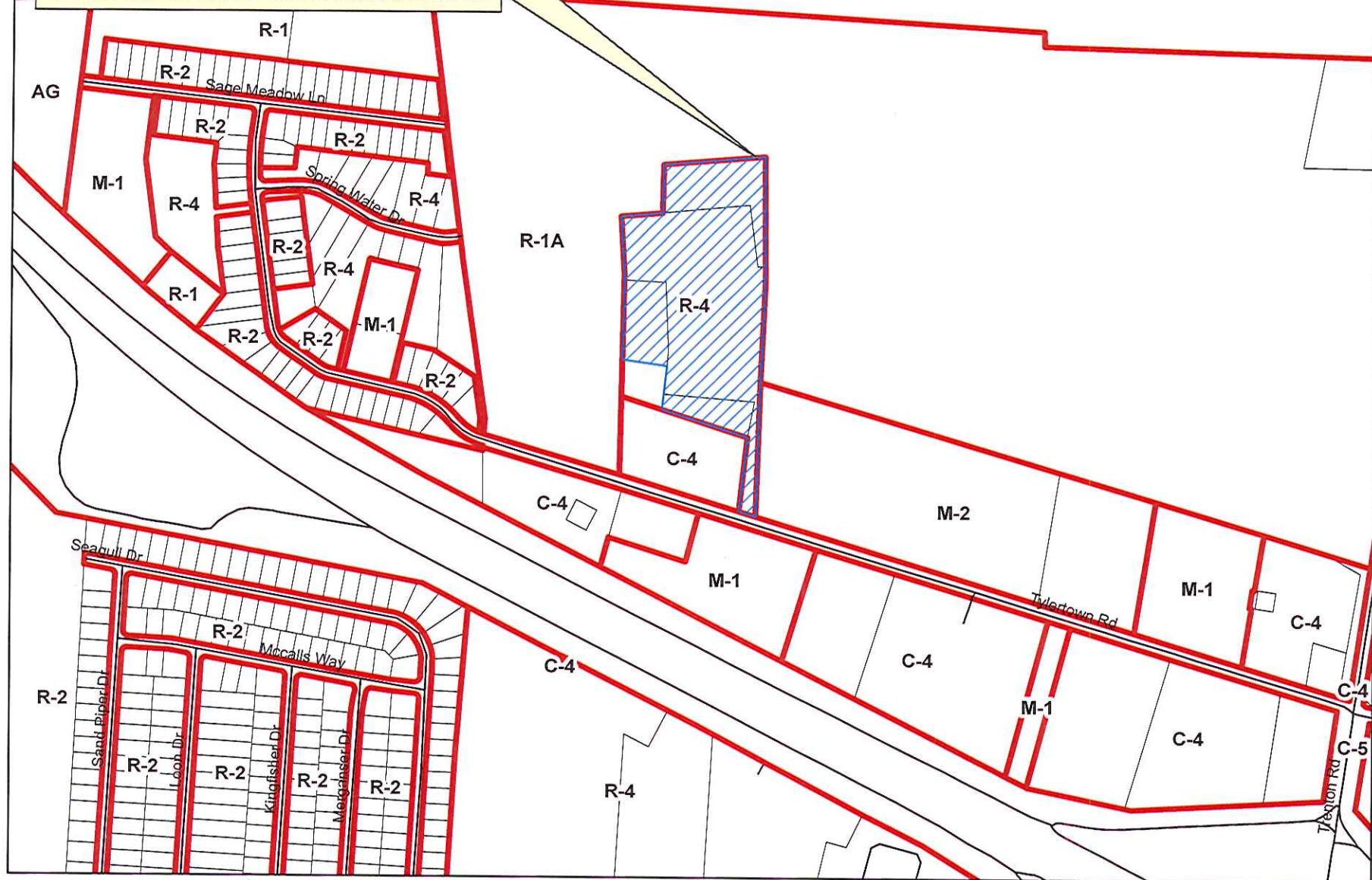
5.

Z-15-2017

APPLICANT: MACK PHILLIPS

REQUEST: R-4 to C-4

MAP 008 PARCEL 002.02 + 002.08 ACREAGE 14.90+/-



CASE NUMBER: Z 15 2017 MEETING DATE 8/30/2017

APPLICANT: Mack Phillips

PRESENT ZONING R-4 PROPOSED ZONING C-4

TAX PLAT # 8 PARCEL 2.02 & 2.08

GEN. LOCATION Property located 2,850 +/- feet west of the Tylertown Road & Trenton Road intersection fronting on thr north fronatge of Tylertown Rd.

PUBLIC COMMENTS

8/24/2017- Ellen Twombly-Tylertown Rd. - Does not object

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF THOMAS DEVELOPMENT, SCOTT THOMAS-AGENT, FOR ZONE CHANGE ON PROPERTY EAST OF THE INTERSECTION OF GOLF CLUB LANE AND OLD ASHLAND CITY 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-3 Two & Three Family Residential District, as M-1 Light Industrial District

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 256 +/- feet northwest of the centerline of the Old Ashland City Road and Martha Lane intersection, further identified as the northwest corner of the Rebecca D. Hopson property and the northeast corner of the herein described tract, thence in a southwesterly direction 591 +/- feet with the eastern boundary of the Hopson property to a point, said point being in the northern margin of an abandoned right of way/rail spur, thence in a westerly direction 530 +/- feet with the northern margin of an abandoned right of way/rail spur, to a point, said point being the southeast corner of the Thomas Development property, thence in a northerly direction 710 +/- feet to a point, said point being in the southern boundary of the Sonja H Stewart Revocable Living Trust property, thence in a easterly direction 432 +/- feet with the southern boundary of the Sonja H. Stewart Revocable Living Trust property and others to a point, said point being the southeast corner of the Thomas Development Property, thence in a northerly direction 196 +/- feet to a point said point in the southern right of way margin of Old Ashland City Road, thence in a easterly direction 285 +/- feet to the point of beginning, said tract containing 8.5 +/- acres, further identified as Tax Map 80-F-A, Parcel 4.01, 4.02 & 4.03.

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF ROSEMARY PAGE, WAYNE WILKINSON-AGENT, FOR ZONE CHANGE ON PROPERTY EAST OF THE INTERSECTION OF MADISON STREET AND COUNTRY LANE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, as R-4 Multiple Family Residential District, O-1 Office District, C-5 Highway & Arterial Commercial District, and C-2 General Commercial District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

C-5 Description Beginning at a point being in the south right-of-way of U.S. Highway 41-A/ Madison Street, said point being South 63 degrees 19 minutes 09 seconds East for a distance of 307.77 feet from the centerline intersection of U.S. Highway 41-A and Wilson Road; Thence leaving the right-of-way of U.S. Highway 41-A South 07 degrees 54 minutes 58 seconds West for a distance of 340.24 feet, more or less, to a point; Thence North 72 degrees 59 minutes 27 seconds West for a distance of 873.31 feet, more or less, to a point; Thence North 07 degrees 41 minutes 32 seconds East for a distance of 114.66 feet, more or less, to a point; Thence North 06 degrees 30 minutes 47 seconds East for a distance of 214.40 feet, more or less, to a point in the south margin of U.S. Highway 41-A; Thence along the south margin of U.S. Highway 41-A for the following six calls: South 72 degrees 59 minutes 27 seconds East for a distance of 300.66 feet, more or less, to a point; South 20 degrees 54 minutes 44 seconds West for a distance of 24.00 feet, more or less, to a point; South 72 degrees 59 minutes 27 seconds East for a distance of 24.72 feet, more or less, to a point; North 20 degrees 54 minutes 44 seconds East for a distance of 25.24 feet, more or less, to a point; South 74 degrees 14 minutes 27 seconds East for a distance of 493.55 feet, more or less, to a point; South 72 degrees 59 minutes 27 seconds East for a distance of 58.26 feet, more or less, to the Point of Beginning. Said property contains 6.59 acres, more or less

O-1 Description Commencing at a point being in the south right-of-way of U.S. Highway 41-A/ Madison Street, said point being South 63 degrees 19 minutes 09 seconds East for a distance of 307.77 feet from the centerline intersection of U.S. Highway 41-A and Wilson Road; Thence leaving the right-of-way of U.S. Highway 41-A South 07 degrees 54 minutes 58 seconds West for a distance of 340.24 feet, more or less, to the true Point of Beginning; Thence South 08 degrees 49 minutes 11 seconds West for a distance of 390.16 feet, more or less, to a point; Thence North 81 degrees 10 minutes 49 seconds West for a distance of 230.00 feet, more or less,

to a point; Thence North 08 degrees 49 minutes 11 seconds East for a distance of 222.80 feet, more or less, to a point; Thence North 14 degrees 47 minutes 15 seconds East for a distance of 233.45 feet, more or less, to a point; Thence South 72 degrees 59 minutes 27 seconds East for a distance of 326.82 feet, more or less, to the Point of Beginning. Said property contains 2.36 acres, more or less

C-2 Description Commencing at a point being in the south right-of-way of U.S. Highway 41-A/ Madison Street, said point being South 63 degrees 19 minutes 09 seconds East for a distance of 307.77 feet from the centerline intersection of U.S. Highway 41-A and Wilson Road; Thence leaving the right-of-way of U.S. Highway 41-A South 07 degrees 54 minutes 58 seconds West for a distance of 340.24 feet, more or less, to a point; Thence North 72 degrees 59 minutes 27 seconds West for a distance of 326.82 feet, more or less, to the true Point of Beginning; Thence South 14 degrees 47 minutes 15 seconds East for a distance of 233.45 feet, more or less, to a point; Thence South 08 degrees 49 minutes 11 seconds West for a distance of 565.24 feet, more or less, to a point; Thence North 81 degrees 10 minutes 49 seconds West for a distance of 617.54 feet, more or less, to a point; Thence North 07 degrees 41 minutes 32 seconds East for a distance of 857.16 feet, more or less, to a point; Thence South 72 degrees 59 minutes 27 seconds East for a distance of 546.49 feet, more or less, to the Point of Beginning. Said property contains 11.44 acres, more or less

R-4 Description Commencing at a point being in the south right-of-way of U.S. Highway 41-A/ Madison Street, said point being South 63 degrees 19 minutes 09 seconds East for a distance of 307.77 feet from the centerline intersection of U.S. Highway 41-A and Wilson Road; Thence leaving the right-of-way of U.S. Highway 41-A South 07 degrees 54 minutes 58 seconds West for a distance of 340.24 feet, more or less, to a point; Thence South 08 degrees 49 minutes 11 seconds West for a distance of 390.16 feet, more or less, to the true Point of Beginning; Thence South 07 degrees 11 minutes 05 seconds West for a distance of 973.23 feet, more or less, to a point; Thence South 61 degrees 03 minutes 02 seconds West for a distance of 72.34 feet, more or less, to a point; Thence South 68 degrees 01 minutes 28 seconds West for a distance of 467.22 feet, more or less, to a point; Thence South 43 degrees 37 minutes 21 seconds West for a distance of 216.22 feet, more or less, to a point; Thence South 19 degrees 41 minutes 57 seconds West for a distance of 101.76 feet, more or less, to a point; Thence North 80 degrees 57 minutes 24 seconds West for a distance of 590.23 feet, more or less, to a point; Thence North 09 degrees 18 minutes 49 seconds East for a distance of 1,018.51 feet, more or less, to a point; Thence North 07 degrees 56 minutes 41 seconds East for a distance of 329.09 feet, more or less, to a point; Thence South 79 degrees 37 minutes 00 seconds East for a distance of 309.47 feet, more or less, to a point; Thence South 07 degrees 41 minutes 32 seconds West for a distance of 150.03 feet, more or less, to a point; Thence South 81 degrees 10 minutes 49 seconds East for a distance of 617.54 feet, more or less, to a point; Thence North 08 degrees 49 minutes 11 seconds East for a distance of 565.24 feet, more or less, to a point; Thence South 81 degrees 10 minutes 49 seconds East for a distance of 230.00 feet, more or less, to the Point of Beginning. Said property contains 30.33 acres, more or less

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE,
APPLICATION OF LEO MILLAN FOR ZONE CHANGE ON PROPERTY AT THE
INTERSECTION OF RIVERSIDE DRIVE AND NORTH SECOND 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 C-2 General Commercial District, as C-5 Highway & Arterial Commercial District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at an iron pin in the northeasterly right of way of U.S. Highway 41-A, said point being 55.70 feet from the centerline of the northbound lane of U.S Highway 41-A and said point further being described as being 451.00 feet of the westerly right of way of Kraft Street; thence northwesterly along the line of U.S. Highway 41-A 229.00 feet to an iron pin; thence to the right with an interior angle of 90 degrees 00 minutes 150.00 feet to an iron pin; thence to the right with an interior angle of 90 degrees 0 minutes 229.00 feet to an iron pin; thence to the right with an interior angle of 90 degrees 00 minutes 150 .00 feet to the point of beginning, said tract containing 0.36 +/- acres, further identified as Tax Map 55-O-A, parcel 20.00

ORDINANCE 17 -2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE,
APPLICATION OF MACK PHILLIPS FOR ZONE CHANGE ON PROPERTY WEST OF
THE INTERSECTION OF TYLERTOWN ROAD AND TRENTON ROAD

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point being in the north right-of-way of Tylertown Road, said point being North 72 degrees 17 minutes 21 seconds West for a distance of 2782.72 feet from the centerline intersection of Tylertown Road and Trenton Road; Thence along the right-of-way of Tylertown Road North 73 degrees 07 minutes 46 seconds West for a distance of 51.82 feet, more or less, to a point; Thence leaving said right-of-way North 01 degrees 37 minutes 21 seconds East for a distance of 350.49 feet, more or less, to a point; Thence North 73 degrees 07 minutes 39 seconds West for a distance of 412.04 feet, more or less, to a point; Thence North 03 degrees 59 minutes 55 seconds East for a distance of 194.49 feet, more or less, to a point; Thence North 82 degrees 33 minutes 07 seconds West for a distance of 195.76 feet, more or less, to a point; Thence North 00 degrees 18 minutes 12 seconds West for a distance of 602.51 feet, more or less, to a point; Thence North 86 degrees 59 minutes 21 seconds East for a distance of 200.27 feet, more or less, to a point; Thence North 00 degrees 41 minutes 39 seconds West for a distance of 200.00 feet, more or less, to a point; Thence North 82 degrees 18 minutes 21 seconds West for a distance of 449.00 feet, more or less, to a point; Thence South 00 degrees 08 minutes 14 seconds East for a distance of 201.92 feet, more or less, to a point; Thence South 03 degrees 50 minutes 21 seconds East for a distance of 325.19 feet, more or less, to a point; Thence South 03 degrees 46 minutes 21 seconds West for a distance of 461.02 feet, more or less, to a point; Thence South 01 degrees 37 minutes 23 seconds West for a distance of 591.32 feet, more or less, to the point of beginning. Said property contains 14.90 acres, more or less (further identified as Tax map 8, Parcels 2.02 & 2.08.

ORDINANCE 2-2017-18

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS; REQUEST OF MARGARET ARMISTEAD FOR PROPERTY LOCATED AT GARRETTSBURG ROAD

WHEREAS, proper application has been made by Cal McKay, PE, on behalf of Margaret Armistead, for extensions of City utility service to property located at Cmap 29, Parcel 10.00 with the property address of Garrettsburg Road 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:

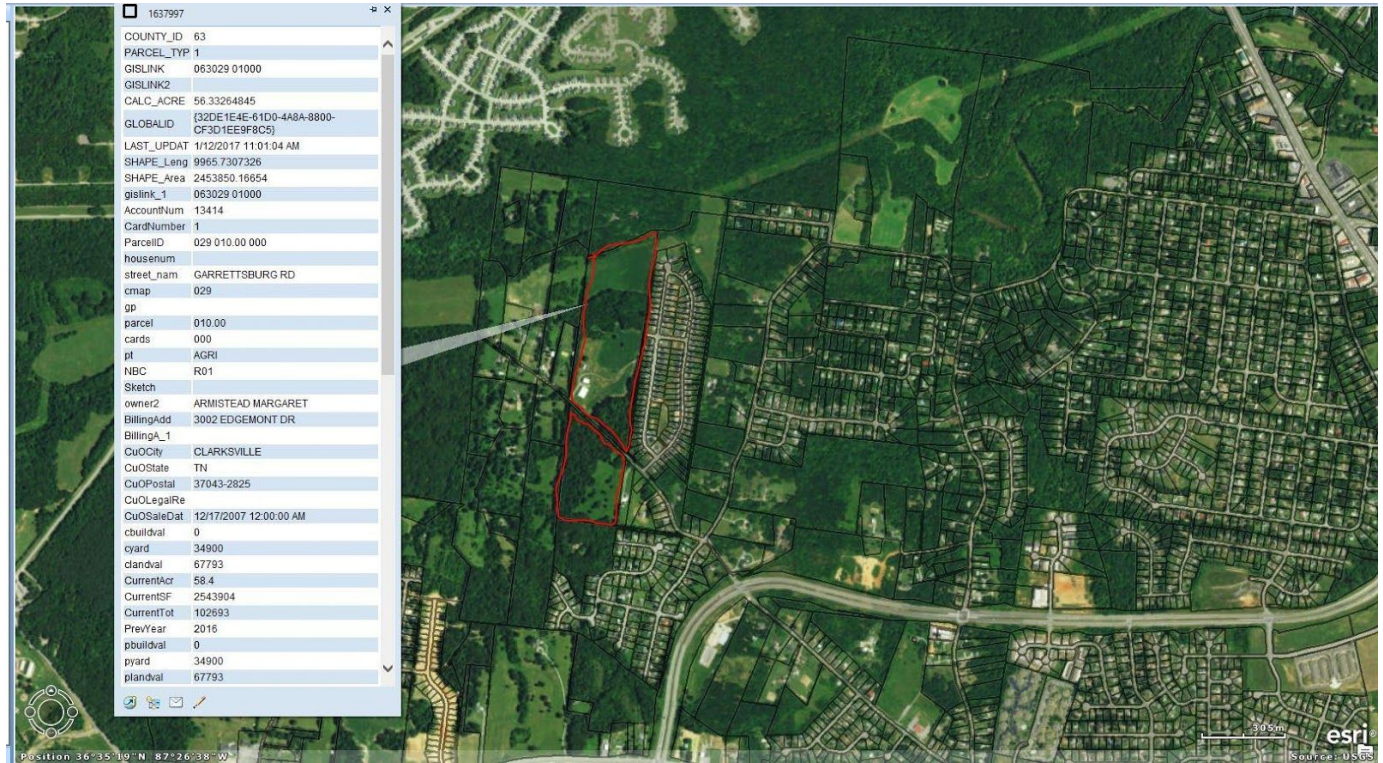
That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 29, Parcel 10.00 with the property address of Garrettsburg Road, requested by Margaret Armistead, outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING: August 3, 2017

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 3-2017-18

AN ORDINANCE AUTHORIZING THE MAYOR, THROUGH THE CITY ATTORNEY OR HIS DESIGNEE, TO CONDUCT NEGOTIATIONS AND TO ENTER INTO AN AGREEMENT FOR PURCHASE OF CERTAIN PROPERTY NEAR INGLEWOOD DRIVE AND CHEROKEE TRAIL FOR THE PURPOSE OF A CITY PARK

WHEREAS, the City of Clarksville owns and maintains, for the public use and benefit, properties in the form of parks, open spaces, and places of activity;

WHEREAS, Frank G. Goodlett and Janelle M. Goodlett are the owners of certain property, being 70.5 acres, more or less, located near Inglewood Drive and Cherokee Trail, and being a portion of Tax Map and Parcel 65O-A-1.00; and

WHEREAS, the Clarksville City Council finds it in the public interest to purchase said property and to maintain the same as an “urban wilderness” or such other public space as the Parks & Recreation Department sees fit.

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

That the Mayor, acting through the City Attorney or his designee, may negotiate and enter into an agreement for the purchase of the property, being 70.5 acres, more or less, located near Inglewood Drive and Cherokee Trail, and being a portion of Tax Map and Parcel 65O-A-1.00, according to the Assessor’s Office for Montgomery County, Tennessee, not to exceed Four Hundred Twenty-Five Thousand and 00/100 Dollars (\$425,000.00), plus reasonable acquisition costs.

FIRST READING: August 3, 2017

SECOND READING:

THIRD READING:

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF J. MARK YOUNG, WAYNE P. WILKINSON-AGENT, FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF MADISON STREET AND CARNEY 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 C-5 Highway & Arterial Commercial District.

PUBLIC HEARING: August 3, 2017

FIRST READING: August 3, 2017

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a 1/2" iron pin set in the South right of way line of US Highway 41A (Madison Street and S.R. 112), said iron pin being the Northwest corner of the herein described tract and being located 52 feet +/-, left of survey centerline station 545+91.63 as shown on state project 63021-2216-14; thence with the South right of way line of US Highway 41A S 72 degrees 59 minutes 27 seconds E a distance of 174.85 feet to a 1/2" iron pin set; thence with the right of way line intersection of said US Highway 41A and Carney Road S 27 degrees 59 minutes 27 seconds E a distance of 8.05 feet to a 1/2" iron pin set; thence with the West right of way line of said Carney Road S 09 degrees 04 minutes 11 seconds W a distance of 331.84 feet to 5/8" iron pin found; thence leaving said right of way line with the North line of the Albert S Baggett property, recorded in Volume 203, Page 834 N 74 degrees 04 minutes 43 seconds W a distance of 172.34 feet to a 5/8" iron pin found; thence with the East line of the Evangeline Stanley property, recorded in Deed Book 92, Page 430 N 07 degrees 54 minutes 41 seconds E a distance of 341.92 feet to the point of beginning, having an area of 1.36 acres, more or less.

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE,
APPLICATION OF CAROLYN YORK, C&E PARTNERS-AGENT, FOR ZONE CHANGE
ON PROPERTY AT THE INTERSECTION OF OLD TRENTON ROAD AND WHITFIELD
ROAD

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

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

PUBLIC HEARING: August 3, 2017

FIRST READING: August 3, 2017

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at point, said point being south of Whitfield Road, said point also being South 73 degrees 44 minutes West for a distance of 42 feet from the centerline intersection of Whitfield Road and Old Trenton Road, said point also being the northeastern corner of the herein described parcel; Thence, along the southern right-of-way of Whitfield Road along a curve, said curve turning to the right through an angle of 86° 55' 06", having a radius of 25.00 feet, and whose long chord bears South 37degrees 59minutes 03seconds East for a distance of 34.39 feet; Thence, leaving said right of way and along the right of way of Old Trenton Road, South 05 degrees 28 minutes 30 seconds West for a distance of 342.81 feet to a point on a line, Thence, leaving said right-of-way and along the Bell Chase subdivision as recorded in Plat Book G page 153, along lots 32 thru 38, North 84 degrees 36 minutes 25 seconds West for a distance of 535.60 feet to an iron pin old; Thence, continuing along said subdivision along lots 27 thru 32, South 07 degrees 21 minutes 33 seconds West for a distance of 446.90 feet to a point on a line; Thence, along lot 27 of Bell Chase, South 07 degrees 18 minutes 05 seconds West for a distance of 27.32 feet to a point on a line; Thence, leaving said property and along a new zoning line on a fence line, North 83 degrees 16 minutes 05 seconds West for a distance of 510.92 feet to the beginning of a non-tangential curve, said point being the southwestern corner of the herein described parcel; Thence, along a common property line of Johnnie Buhler as recorded in ORV 488 page 997, said curve turning to the right through an angle of 27° 48' 01", having a radius of 1800.00 feet, and whose long chord bears North 23degrees 46minutes 25seconds East for a distance of 864.83 feet to a point on a line; Thence, continuing along said property, North 37degrees 40minutes 26seconds East for a distance of 58.84 feet to a point on a line, said point being the northwestern corner of the herein described parcel; Thence, leaving said property and along the right of way of Whitfield Road, South 81 degrees 26 minutes 36 seconds East a distance of 736.49 feet, which is the point of beginning, said tract containing 566,280 square feet or 13.00 acres, more or less.



CLARKSVILLE CITY COUNCIL

REGULAR SESSION

AUGUST 3, 2017

MINUTES

PUBLIC COMMENTS

Prior to the meeting, Cpt. Mark Love thanked the City Council for their support of the Salvation Army and shared statistics of various programs. Rita Ewing said her neighborhood was not safe because of inadequate street lighting and felt the requirement for city residents to continue paying a landfill fee was unfair. Lewis Marshall said community meetings were not being held by the Mayor and said counterfeit bills were being circulated and appropriate arrests were not being made.

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, August 3, 2017, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Cpt. Mark Love, Salvation Army, guest of Councilman Ron Erb (Ward 3); the Pledge of Allegiance as led by Councilman Jeff Henley (Ward 9).

ATTENDANCE

PRESENT: Richard Garrett (Ward 1), 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 Burkhardt (Ward 12)

ABSENT: Deanna McLaughlin (Ward 2)

SPECIAL RECOGNITIONS

Mayor McMillan welcomed members of Boy Scout Troop 525 who were in the audience earning their citizenship badge.

DIRECTOR OF SCHOOLS

Millard House, II, Director of Clarksville-Montgomery County Schools, was scheduled to address the City Council, but was not present due to a personal emergency.

PLANNING COMMISSION: PUBLIC HEARING

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

ORDINANCE 4-2017-18 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of J. Mark Young, Wayne P. Wilkinson-Agent, for zone change on property at the intersection of Madison Street and Carney Road from R-1 Single Family Residential District to C-5 Highway & Arterial Commercial District

Wayne Wilkinson asked for support of this change and offered to answer questions. No one expressed opposition.

ORDINANCE 5-2017-18 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Carolyn York, C&E Partners-Agent, for zone change on property at the intersection of Old Trenton Road and Whitfield Road from AG Agricultural District to R-2 Single Family Residential District

Cal Burchett said the proposed project would consist of a 40-lot cluster development and noted the traffic assessment had been accepted by the city traffic engineer. No one expressed opposition.

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 4-2017-18**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. There was no discussion. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 5-2017-18**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. There was no discussion. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Chandler, Erb, Garrett, Grubbs, Guzman, Henley, Powers, 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 1-2017-18** (Second Reading) Amending the FY18 Budget to combine Golf Courses and Parks & Recreation departmental funding
2. Adoption of Minutes: June 29, July 6
3. Approval of Board Appointments:

Economic Development Council: Tim Chandler - July 2017 through June 2019

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

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

The motion to adopt the Consent Agenda as presented passed.

FINANCE COMMITTEE

Jeff Burkhart, Chair

ORDINANCE 3-2017-18 (First Reading) Authorizing negotiations and purchase of property near Inglewood Drive and Cherokee Trail for the purpose of a city park [Urban Wilderness]

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Grubbs. There was no discussion. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

RESOLUTION 4-2017-18 Authorizing retirement of Patrol Service Dog “Aris” from the CPD K-9 Unit and donation to Police Officer Casey Stanton

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this resolution. The motion was seconded by Councilman Erb. There was no discussion. The following vote was recorded:

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

The motion to adopt this resolution passed.

RESOLUTION 5-2017-18 Approving issuance of a tax-exempt revenue note by the Health & Educational Facilities Board of the Metropolitan Government of Nashville-Davidson County, Tennessee on behalf of Montessori Academy, Inc.

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this resolution. The motion was seconded by Councilman Grubbs.

There was no objection to going out of regular session to hear an explanation from Chief Financial Officer Laurie Matta. Ms. Matta said the Health & Education Facilities Board of the Nashville-Davidson County Metropolitan Government requires approval of the governing body of the municipality where their funds are spent. She said the City of Clarksville would not incur any liability.

There was no objection to reverting to regular session. The following vote was recorded:

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

The motion to adopt this resolution passed.

RESOLUTION 6-2017-18 Declaring the City’s intent to reimburse itself not to exceed \$11,000,000 for certain project expenditures with proceeds of general obligation bonds, notes, or other debt obligations to be issued by the City [Approved FY18 Capital Projects]

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this resolution. The motion was seconded by Councilman Powers. There was no discussion. The following vote was recorded:

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

The motion to adopt this resolution passed

GAS & WATER COMMITTEE

Bill Powers, Chair

ORDINANCE 2-2017-18 (First Reading) Authorizing extension of utility services to property on Garrettsburg Road; request of Margaret Armistead

Councilman Powers made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

Councilman Allen said Buffalo Valley, an approved recipient of Housing & Urban Development HOME funds, has benefited 13 local families with children and 136 single individuals, 55 of which were homeless Veterans, by providing \$299,002 in intake, case management, and treatment services.

PARKS & RECREATION

Valerie Guzman, Chair

Councilwoman Guzman invited the public to the Total Solar Eclipse viewing event at Liberty Park on August 21st.

PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire & Rescue, Police)

Geno Grubbs, Chair

Councilman Grubbs shared the following monthly department statistics: Building & Codes Construction Division - 1,682 inspections; Building & Codes Enforcement Division - 413 cases; Building & Codes Administration - 43 single-family permits; Building & Codes Abatement Division - 62 work orders; Fire & Rescue - 1,086 emergency runs; Police - 14,442 responses.

STREETS & GARAGE COMMITTEE

Mike Alexander, Chair

Councilman Alexander shared the following monthly department statistics: Streets - 231 work orders; Garage - 330 work orders with unleaded fuel at a cost of \$1.89/gallon and diesel fuel at a cost of \$1.69/gallon.

TRANSPORTATION COMMITTEE

Deanna McLaughlin, Chair

On behalf of Councilwoman McLaughlin, Councilman Erb reported 55,117 passengers were transported by Clarksville Transit System during the month of July.

NEW BUSINESS

RESOLUTION 7-2017-18 Approving donation of of city-owned real property to the Two Rivers Company

Councilman Allen made a motion to adopt this resolution. The motion was seconded by Councilman Alexander. Councilman Allen made a motion to postpone action on this resolution to the next regular session to allow time to gather additional information. The motion was seconded by Councilman Alexander. A voice vote was taken; the motion passed without objection.

Without objection, the City Council recessed at 7:27 p.m to meet in a non-public session with City Attorney Lance Baker regarding the Robinson, et al, v. City case; the meeting reconvened at 8:34 p.m.

MAYOR AND STAFF REPORTS

There were no mayor or staff reports.

ADJOURNMENT

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

ORDINANCE 6-2017-18

AN ORDINANCE AMENDING THE 2017-18 GENERAL FUND BUDGET (ORDINANCE 75-2016-17) AUTHORIZING THE CITY OF CLARKSVILLE TO INCREASE THE APPROPRIATIONS FOR THE CLARKSVILLE STREET DEPARTMENT TO ALLOW FOR THE PURCHASE OF A VEHICLE ORDERED DURING FY16-17 BUT NOT YET RECEIVED.

WHEREAS, the Clarksville Street Department budgeted for and ordered a vehicle off state contract #209 in the Spring of 2017, and;

WHEREAS, the vehicle did not arrive in time to be included within the FY2016-17, and;

WHEREAS, the budgeted funds of \$29,204 were not used during FY2016-17, therefore allowing them to be rolled into the fund balance for FY2017-18.

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

That the following General Fund budget amendments be made:

10431004 4742 Capital Outlay - Vehicles	Increase:	\$29,204
---	-----------	----------

BE IT FURTHER ORDAINED that the funds for this budget amendment (\$29,204) will be taken from the fund balance.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 7-2017-18

AN ORDINANCE AMENDING THE FY 2017-2018 GOVERNMENTAL FUNDS BUDGET
ORDINANCE 75-2016-2017 AND AUTHORIZING THE PURCHASE OF PROPERTY FOR
THE PURPOSE OF EXPANDING THE CITY GARAGE

WHEREAS, the City's Garage is at capacity for space to store and repair vehicles;

WHEREAS, the property located at 125 South 11th Street, Clarksville, TN (1.75 +/- acres – consisting of 5 parcels) is available to purchase.

WHEREAS, the property is ready for use as the property is graveled, contains a 10,560 SF industrial style building and fully fenced.

WHEREAS, in the City's 5-year capital improvement plan the City garage has requested property and construction to expand their maintenance facility to better serve the departments.

WHEREAS, It is in the intent of the City Garage to utilize the property immediately for storage and parking of vehicles. As funds become available the City Garage plans to expand their maintenance operation.

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

That the Mayor, acting through the City Attorney or his designee, may negotiate and enter into an agreement for the purchase of the property at 125 South 11th Street, Clarksville, TN, plus reasonable acquisition costs.

A capital project be created and added for City Garage Expansion in the amount of \$300,000 with the funding source from the general government fund balance.

That the following Budget Amendment be made:

Capital Projects Fund:

Transfer in from General Fund 4041000 39150	Increase	\$300,000
Project Expenditures 40410004 4710 18###	Increase	\$300,000

General Fund:

Transfer out to Capital Projects Fund 10470003 4914	Increase	\$300,000
---	----------	-----------

BE IT FURTHER ORDAINED that the source of funding for the capital project shall be from the fund balance of the General Fund.

FIRST READING:

SECOND READING:

THIRD READING:

ORDINANCE 8-2017-18

AN ORDINANCE AMENDING THE CAPITAL PROJECTS FUND TO INCREASE THE SCOPE OF WORK FOR EXPANSION OF THE SENIOR CITIZENS CENTER

WHEREAS, the Capital Projects fund is a multiyear fund, where appropriated dollars roll from year to year,

WHEREAS, the FY 2016 Budget Ordinance 10-2015-2016 authorized a capital project for the purpose expanding the Senior Citizens Center,

WHEREAS, as the expansion has gotten closer to completion, it has become evident that the transition/connection from the original building to the new addition necessitates renovation for full functionality,

WHEREAS, it is in the best interest of City to utilize these already appropriated funds to expand the scope of work. Complete the expansion, addition and renovation of the Senior Citizens Center to better serve the citizens of Clarksville.

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

That the following Amendment be made:

Capital Projects Fund – General Government:

Project # 16104 – Senior Citizens Center Expansion

Rename the project to:

Project #16104 – Senior Citizen Center Expansion and Improvements

BE IT FURTHER ORDAINED that no additional funding is necessary.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 10-2017-18

AN ORDINANCE AUTHORIZING THE DONATION OF PROPERTY TO WAYNE RIDENHOUR AND WIFE, DONNA RIDENHOUR

WHEREAS, the City of Clarksville acquired a certain tract of land, with the deed being of record at Official Record Book Volume 1429, Page 173, ROMCT, for the purpose of improving drainage in Woodstock Estates subdivision and the surrounding area;

WHEREAS, the Ridenhour Family Trust, Wayne E. Ridenhour and Donna S. Ridenhour Trustees, is the owner of Lot 63 in Woodstock Estates subdivision, Section 3, with the deed being of record at Official Record Book Volume 1694, Page 1307, ROMCT;

WHEREAS, during the course of, and after the completion of, drainage improvements to the City-owned tract, Mr. and Mrs. Ridenhour began maintaining, at their expense, a portion of the City-owned tract adjacent to and behind Lot 63, said portion being approximately 40 feet by 115 feet;

WHEREAS, the Clarksville City Council finds that the portion of the City-owned tract maintained by Mr. and Mrs. Ridenhour is not necessary for drainage improvement purposes, and that said portion further has no necessary use for the City, and that the citizens of Clarksville are best served by conveying said portion and returning it to the property tax rolls;

WHEREAS, the Clarksville City Council finds that, in consideration of the costs incurred by Mr. and Mrs. Ridenhour in maintaining said portion, it is proper that the portion should be donated to the Ridenhour Family Trust;

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

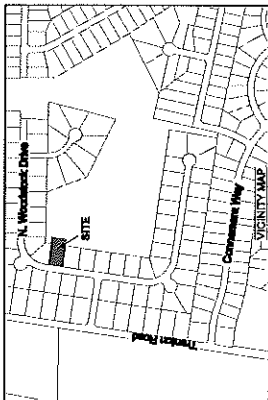
That the Clarksville City Council hereby authorizes the donation of property more particularly described in Exhibit A, attached hereto, to Wayne E. Ridenhour and Donna S. Ridenhour, Trustees of the Ridenhour Family Trust. All costs associated with said donation, including (without limitation) closing costs, deed preparation fees, title insurance, taxes, and other transfer costs, shall be paid by the Ridenhours.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

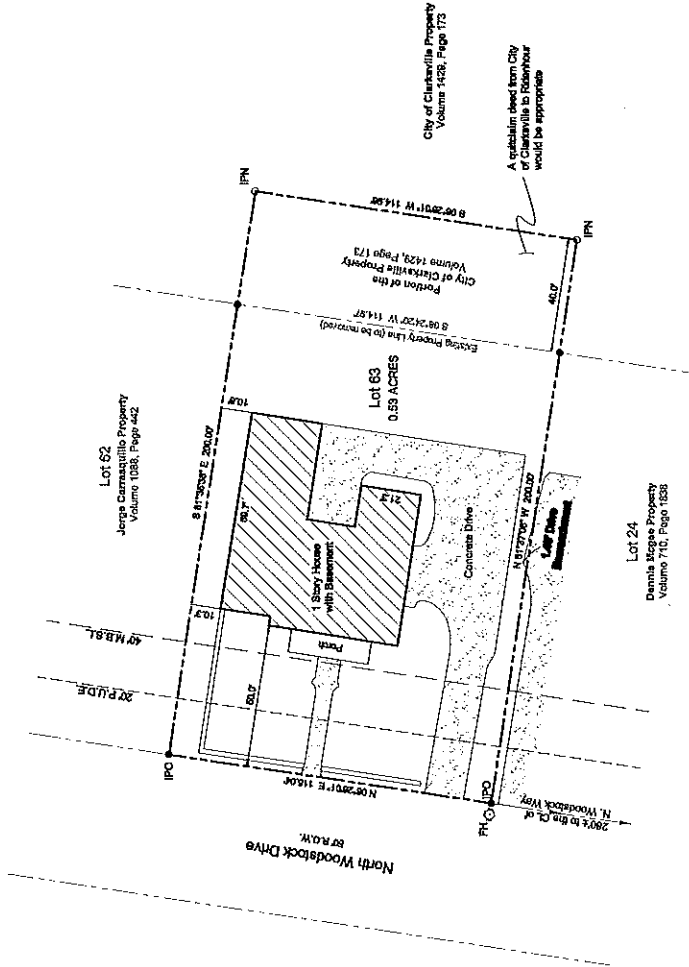
EXHIBIT A



Replat of: WOODSTOCK ESTATES, SECTION 3 LOT 63

Volume 1894, Page 1327, Volume 1428, Page 173
* The purpose of this replat is to increase Lot 63.

Legend
IPO: e
IPN: o
Point
Part of Beginning
Public Utility &
Drainage Easement
P.U.D.E.
Adjacent Building
Boundary Line
Fence
Overlaid Wire
Boundary Line



OWNER 1
Wynne & Daniel Redhouse
4271 Woodstock Drive
Clarksville, TN 37040

OWNER 2
City of Clarksville
1 Public Square
Clarksville, TN 37040



SCALE: 1" = 30'
INCHES OF MEASURE: 1/8" = 3' 11.25" 1/16" = 1.875"

Map 80, Parcel C 8.00 & Portion of Map 8, Parcel C 10
Volume 1894, Page 1327, Volume 1428, Page 173
R. C. Montgomery County
Clarksville, Tennessee
2nd Civil District

DATE: 8-7-2017
JBB:NB: 17-353
Dep: NC71353.dwg DB

**WEAKLEY BROTHERS
ENGINEERING**
(931) 648-9445
108 Elkstone Powers Drive
Clarksville, TN 37040

WOODSTOCK ESTATES, SEC. 3, LOT 63	
FINAL PLAT	DATE: 8-7-2017
TOTAL ACRES: 0.59	TOTAL LOTS: 1
ACRES NEW ROAD: 0.0	MILES NEW ROAD: 0.0
OWNER: SEE ABOVE	CIVIL DISTRICT: 2nd
SCALE: 1" = 30'	

NOTES:
1. All easements shown may be used for power, telephone, gas, sanitary sewer, storm water, and other utilities, subject to the applicable laws and regulations.
2. A 10-foot wide easement is shown along the line of the proposed road, subject to the applicable laws and regulations.
3. The plat shows the location of the proposed road, subject to the applicable laws and regulations.
4. All lot corners are shown with iron pins, subject to the applicable laws and regulations.
5. It will be the responsibility of the platholder of the corner to include the above information in the plat and to keep it up to date.
6. The plat does not include the location of any land in the public right-of-way.
7. The plat does not include the location of any land in the public right-of-way.
8. The plat does not include the location of any land in the public right-of-way.

CERTIFICATE OF APPROVAL OF UTILITIES	
I HEREBY CERTIFY THAT ALL WATER, SEWER AND GAS LINES HAVE BEEN INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS AND THAT THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THE PLAT AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS.	DATE:

CERTIFICATE OF APPROVAL OF EASEMENTS	
I HEREBY CERTIFY THAT THE PLAT SHOWS AND DESCRIBES ALL EASEMENTS AND ACCORDS TO CITY OR COUNTY REQUIREMENTS AND THAT THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THE PLAT AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS.	DATE:

NOTIFICATION	
STATE OF TENNESSEE, MONTGOMERY COUNTY I, the undersigned, being a Notary Public in and for said State and County, do hereby certify that the foregoing plat of Woodstock Estates, Section 3, Lot 63, was duly executed and acknowledged before me by the persons named therein, and that the same is in accordance with the laws of said State and County.	DATE:

NOTIFICATION	
STATE OF TENNESSEE, MONTGOMERY COUNTY I, the undersigned, being a Notary Public in and for said State and County, do hereby certify that the foregoing plat of Woodstock Estates, Section 3, Lot 63, was duly executed and acknowledged before me by the persons named therein, and that the same is in accordance with the laws of said State and County.	DATE:

ORDINANCE 11-2017-18

AN ORDINANCE DIRECTING THE DISPOSAL OF CERTAIN SURPLUS PROPERTY AT LARK DRIVE BY PUBLIC AUCTION

WHEREAS, the City of Clarksville acquired at a delinquent tax sale certain land at Lark Drive, consisting of Lots 194 and 195, Valley View subdivision, with the Order Confirming Sale being of record at Official Record Book Volume 1651, Page 545, ROMCT;

WHEREAS, the one-year statutory right of redemption period has expired, and said property is now considered surplus property by the City, with the exception of certain easement rights to be retained by the City;

WHEREAS, the Clarksville City Council finds that said surplus property may be disposed of by public auction;

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

That, pursuant to Section 6-102 (j) of the Clarksville City Code, the Clarksville City Council hereby directs the Purchasing Agent or her designee to dispose of Lots 194 and 195, Valley View subdivision, by public auction and upon such terms and conditions as the Purchasing Agent or her designee sees fit. The Purchasing Agent or her designee may offer the lots for auction individually or as one auction lot, and in either case, the opening bid shall be an amount sufficient to reimburse the City for all taxes and other costs associated with acquiring and maintaining said property.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

MEMORANDUM

TO: Finance Committee

FROM: Laurie Matta, Chief Financial Officer; Debbie Smith, Grants Analyst

SUBJECT: FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Interlocal Agreement with Montgomery County

Each year the City of Clarksville is allocated grant funding for the Police Department to use for various law enforcement activities. There is a statutory formula that is based on the city's proportion of the state's 3-year violent crime average. The allocation for FY 2017 is \$60,049. Because the city's allocation is more than what the county would receive on its own, and the county bears more than half of the costs to prosecute and incarcerate criminals from the city, we must share the allocation with county. This requires a formal agreement between the city and the county to determine who will act as the fiscal agent and submit the grant application. The city will serve as the fiscal agent for this grant and reimburse the county a total of \$30,025. The county will be required to submit claims/requests for distribution of the county's share of funds to the city for payment processing. The city will submit payment requests to JAG for reimbursement of grant expenses. The city has the option of drawing down the grant funds in advance. If this option is exercised, the city must deposit grant funds in a trust fund established for this purpose.

RESOLUTION 8-2017-18

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND MONTGOMERY COUNTY PERTAINING TO THE DIVISION OF 2017 BYRNE JUSTICE ASSISTANCE GRANT FUND ALLOCATIONS AND THE ADMINISTRATION AND USE OF SUCH FUNDS

WHEREAS, a combined, disparate allocation of funds of \$60,049 from the 2017 JAG Program to the City of Clarksville and Montgomery County establishes the need for a joint JAG Program Award Application; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Clarksville City Council finds it to be in the best interest of the City to approve the 2017 Byrne JAG interlocal agreement with Montgomery County.

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

1. That the City of Clarksville agrees to provide Montgomery County \$30,025 from the JAG award for the 2017 Clarksville-Montgomery County Law Enforcement Program, and
2. That Montgomery County will use \$30,025 for the Law Enforcement Program no later than September 30, 2020; and
3. That the City of Clarksville shall be the applicant and fiscal agent for the 2017 Byrne Justice Assistance Grant; and
4. The Clarksville City Council hereby authorizes the interlocal agreement attached hereto as Exhibit A; and
5. That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF Clarksville, TN AND
THE COUNTY OF Montgomery, TN
REGARDING THE
2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2017, by and between The COUNTY of Montgomery acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Clarksville acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Montgomery County, State of Tennessee, witnesseth:

WHEREAS, a combined, disparate allocation of funds of \$60,049 from the JAG Program to the CITY and the COUNTY establishes the need for a joint JAG Program Award Application; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$30,025 from the JAG award for the Law Enforcement Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to reimburse COUNTY a total of \$30,025 of JAG funds based upon expenditure records supplied by the COUNTY to the CITY.

Section 2.

COUNTY agrees to use \$30,025 for the Law Enforcement Program no later than September 30, 2020.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 5.

The CITY shall serve as Applicant and Fiscal Agent for the 2017 JAG Program Application, shall advise the COUNTY of balance available information on a periodic basis, and shall prepare all reports. The COUNTY shall submit claims/requests for distribution of COUNTY share of funds to the CITY for payment processing and provide such summary information as may be required for periodic reports.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

This interlocal agreement will become effective upon adoption of enabling resolutions by the governing bodies of both the COUNTY and the CITY, at which time the applicant shall proceed to accept the JAG grant award.

For the CITY OF CLARKSVILLE, TN:

Kim McMillan, Mayor

Date

For the COUNTY OF MONTGOMERY, TN

Jim Durrett, Mayor

Date

RESOLUTION 9-2017-18

A RESOLUTION ADOPTING THE AMENDED DEBT MANAGEMENT POLICY AS REQUIRED BY THE STATE OF TENNESSEE.

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

The Clarksville City Council hereby adopts the Debt Management Policy as amended attached hereto as Exhibit A.

ADOPTED:

CITY OF CLARKSVILLE TENNESSEE

Debt Management Policy

Originally ~~Formally~~ Adopted: February 2, 2012

Amended and Formally Adopted: _____, 2017

TABLE OF CONTENTS

Introduction..... 1

Goals and Objectives 1

General Policies 2

Procedures for the Issuance of Debt2

Credit Quality and Credit Enhancement.....3

Affordability..... 4

Debt Structure4

Debt Types5

Refinancing Outstanding Debt.....8

Methods of Issuance 10

Professionals 11

Compliance 12

Debt Policy Review 13

Exhibit A: Balloon Debt Management Plan 14

CITY OF CLARKSVILLE DEBT MANAGEMENT POLICY

I. INTRODUCTION

This Debt Management Policy (the “Debt Policy”) is a written guideline with parameters that affect the amount and type of debt that can be issued by the City of Clarksville [the “City”], the issuance process and the management of the City’s debt. The purpose of this Debt Policy is to improve the quality of management and legislative decisions and to provide justification for the structure of debt issuances consistent with the Debt Policy’s goals while demonstrating a commitment to long-term capital planning. It is also the intent of the City that this Debt Policy will signal to credit rating agencies, investors and the capital markets that the City is well managed and will always be prepared to meet its obligations in a timely manner. This Debt Policy fulfills the requirements of the State of Tennessee regarding the adoption of a formal debt management policy.

This Debt Policy provides guidelines for the City to manage its debt and related annual costs within both current and projected available resources while promoting understanding and transparency for our citizens, taxpayers, rate payers, businesses, vendors, investors and other interested parties.

In managing its debt (defined herein as tax-exempt or taxable bonds, capital outlay notes, other notes, capital leases, interfund loans or notes and loan agreements); it is the City's policy to:

- Achieve the lowest cost of capital within acceptable risk parameters
- Maintain or improve credit ratings
- Assure reasonable cost access to the capital markets
- Preserve financial and management flexibility
- Manage interest rate risk exposure within acceptable risk parameters

II. GOALS AND OBJECTIVES

Debt policies and procedures are tools that ensure financial resources are adequate to meet the City's long-term capital planning objectives. In addition, the Debt Policy helps to ensure that financings undertaken by the City have certain clear, objective standards which allow the City to protect its financial resources in order to meet its long-term capital needs.

The Debt Policy formally establishes parameters for issuing debt and managing a debt portfolio which considers the City’s specific capital improvement needs; ability to repay financial obligations; and, existing legal, economic, and financial market conditions. Specifically, the policies outlined in this document are intended to assist in the following:

- To guide the City and its managers in policy and debt issuance decisions
- To maintain appropriate capital assets for present and future needs

- To promote sound financial management
- To protect the City’s credit rating
- To ensure the City’s debt is issued legally under applicable state and federal laws
- To promote cooperation and coordination with other parties in the financing
- To evaluate debt issuance options

III. GENERAL POLICIES

Long-term borrowing will not be used to finance current operating expenditures.

The City will strive to maintain a high reliance on pay-as-you-go financing for its capital improvements and capital assets.

The City is not subject to a debt limitation, but a goal, the City will maintain its net general obligation bonded debt at a level not to exceed ten percent (10%) of the assessed valuation of taxable property of the City excluding overlapping debt, enterprise debt and revenue debt, unless otherwise directed by the Mayor and City Council.

Revenues and rates for self-supporting activities will be maintained to annually pay their operating expenses and one hundred and five percent (105%) of annual debt service for the tax-backed revenue bonds, general obligation bonds or other debt issued to finance their capital improvements, unless bond covenants require a higher percentage, then the bond covenants will control the percentage.

Capital lease obligations, capital outlay notes or other debt instruments may be used as a medium-term method of borrowing for the financing of vehicles, computers, other specialized types of equipment, or other capital improvements.

IV. PROCEDURES FOR ISSUANCE OF DEBT

1) Authority

- a) The City will only issue debt by utilizing the statutory authorities provided by Tennessee Code Annotated, as supplemented and revised (“TCA”) and the Internal Revenue Code (the “Code”).
- b) The City will adhere to any lawfully promulgated rules and regulations of the State and those promulgated under the Code. All debt must be formally authorized by resolution of the City Council.

2) Transparency

- a) It is recognized that the issuance of debt must have various approvals, and on occasion, written reports provided by the State of Tennessee Comptroller’s office, either prior to adoption of resolutions authorizing such debt, prior to issuance and/or following issuance. The City and/or its Financial Professionals (defined herein), if any, will ensure

compliance with TCA, the Code and all applicable federal and State rules and regulations. Such State compliance will include, but not be limited to, compliance with all legal requirements regarding adequate public notice of all meetings of the City related to consideration and approval of debt. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time), the terms and conditions of each debt issue along with a debt service schedule outlining the rate of retirement for the principal amount will be disclosed to the Mayor, City Council, citizens/members and other interested parties in a timely manner in the documents provided to the City Council for approval, which are available for public review on request.

Additionally, the City will provide the Tennessee Comptroller's office sufficient information on the debt to not only allow for transparency regarding the issuance, but also to assure that the Comptroller's office has sufficient information to adequately report on or approve any formal action related to the sale and issuance of debt. The City will also make this information available to its City Council, citizens and other interested parties.

b) The City will file its Audited Financial Statements and any Continuing Disclosure document prepared by the City or its Dissemination Agent with the MSRB through the operation of the Electronic Municipal Market Access system ("EMMA") and any State Information Depository established in the State of Tennessee (the "SID"). To promote transparency and understanding, these documents should be furnished to members of the City Council and made available electronically or by other usual and customary means to its citizens, taxpayers, rate payers, businesses, investors and other interested parties by posting such information on-line or in other prominent places.

V. CREDIT QUALITY AND CREDIT ENHANCEMENT

The City's debt management activities will be conducted in order to maintain or receive the highest possible credit ratings possible. The ~~Finance Director~~Chief Financial Officer, in conjunction with any professionals (including, but not limited to, financial advisors, underwriters, bond counsel, etc., individually or collectively referred to herein as "Financial Professionals") the City may choose to engage, will be responsible for maintaining relationships and communicating with one or more rating agencies.

The City will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when clearly demonstrable savings can be shown will an enhancement be considered. The City will consider each of the following enhancements as alternatives by evaluating the cost and benefit of such enhancements:

1) Insurance

The City may purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination will be based on such insurance being less costly than the present value of the difference in the interest on insured bonds versus uninsured bonds.

2) Letters of Credit

The City may enter into a letter-of-credit (“LOC”) agreement when deemed prudent and advantageous. The City or its Financial Professionals, if any, may seek proposals from qualified banks or other qualified financial institutions pursuant to terms and conditions that are acceptable to the City.

VI. AFFORDABILITY

The City will consider the ability to repay debt as it relates to the total budget resources, the wealth and income of the community and its property tax base and other revenues available to service the debt. The City may consider debt ratios and other benchmarks compared to its peers when analyzing its debt, including materials published by the nationally recognized credit rating agencies.

VII. DEBT STRUCTURE

The City will establish all terms and conditions relating to the issuance of debt and will invest all debt proceeds pursuant to the terms of its investment policy, if any. Unless otherwise authorized by the City, the following will serve as the general terms and conditions for determining structure:

1) Term

All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful economic life of the improvements and in consideration of the ability of the City to absorb such additional debt service expense. The term of debt will be determined by, but not limited to, the economic life of the assets financed, conditions in the capital markets, the availability of adequate revenue streams to service the debt and the existing pattern of debt payable from such identifiable fund or enterprise activity, but in no event will the term of such debt exceed forty (40) years, as outlined in TCA.

2) Capitalized Interest

From time to time, certain financings may require the use of capitalized interest from the date of issuance until the City is able to realize beneficial use and/or occupancy of the financed project. Interest may be capitalized through a period permitted by federal law and TCA if it is determined by the City Council, or appropriate utility board and approved by City Council that doing so is beneficial and is appropriately approved in the legislative action authorizing the sale and issuance of the debt.

3) Debt Service Structure

General obligation debt issuance will be planned to achieve relatively net level debt service or level principal amortization considering the City’s outstanding debt obligations, while matching debt service to the useful economic life of facilities.~~Absent events or circumstances determined by its City Council, the City will avoid the use of bullet or~~

~~balloon maturities (with the exception of sinking fund requirements required by term bonds) except in those instances where such maturities serve to make existing overall debt service level or match specific income streams.~~ Debt which is supported by project revenues and is intended to be self-supporting should be structured to achieve level proportional coverage to expected available revenues.

4) Balloon Debt

Absent events or circumstances determined by its City Council, the City will avoid the use of bullet or balloon maturities (with the exception of sinking fund requirements required by term bonds) except in those instances where such maturities serve to make existing overall debt service level or match specific income streams. If the City intends to issue balloon debt, it will submit a request for approval of Balloon Debt to the Office of State and Local Finance as defined by Public Chapter 766, Acts of 2014 and it will make sure to additionally comply with its Balloon Debt Management Plan, as attached in Exhibit A.

4)5) Call Provisions

In general, the City's debt should include a call feature no later than ten (10) years from the date of delivery of the bonds. The City will avoid the sale of long-term debt which carries longer redemption features unless a careful evaluation has been conducted by the ~~Finance Director~~Chief Financial Officer and/or Financial Professionals, if any, with respect to the value of the call option.

5)6) Original Issuance Discount/Premium

Debt with original issuance discount/premium will be permitted.

6)7) Deep Discount Bonds

Deep discount debt may provide a lower cost of borrowing in certain capital markets. The ~~Finance Director~~Chief Financial Officer and/or its Financial Professionals, if any, should carefully consider their value and effect on any future refinancing as a result of the lower-than-market coupon.

VIII. DEBT TYPES

When the City determines that debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued.

1) Security Structure

a) General Obligation Bonds

The City may issue debt supported by its full faith, credit and unlimited ad valorem taxing power ("General Obligation Debt"). General Obligation Debt will be used to finance capital projects that do not have significant independent creditworthiness or significant on-going revenue streams or as additional credit support for revenue-supported debt, if such support improves the economics of the debt and is used in accordance with these

guidelines.

b) Revenue Debt

The City may issue debt supported exclusively with revenues generated by a project or enterprise fund (“Revenue Debt”), where repayment of the debt service obligations on such Revenue Debt will be made through revenues generated from specifically designated sources. Typically, Revenue Debt will be issued for capital projects which can be supported from project or enterprise-related revenues.

c) Capital Leases

The City may use capital leases to finance projects assuming the ~~Finance Director~~Chief Financial Officer and/or Financial Professionals, if any, determine that such an instrument is economically feasible.

2) Duration

a) Long-Term Debt

The City may issue long-term debt when it is deemed that capital improvements should not be financed from current revenues or short-term borrowings. Long-term debt will not be used to finance current operations or normal maintenance. Long-term debt will be structured such that financial obligations do not exceed the expected useful economic life of the project(s) financed.

- i. *Serial and Term Debt.* Serial and Term Debt may be issued in either fixed or variable rate modes to finance capital infrastructure projects;
- ii. *Capital Outlay Notes (“CONs”).* CONs may be issued for up to twelve (12) years to finance capital infrastructure projects and land acquisition; or
- iii. *Capitalized Leases.* Capitalized Leases may be issued to finance infrastructure projects or equipment with an expected life equal to or greater than the term of the lease.

b) Short-Term Debt

Short-term borrowing may be utilized for:

- i. Financing short economic life assets;
- ii. The construction period of long-term projects;
- iii. Interim financing; or
- iv. Temporary funding of operational cash flow deficits or anticipated revenues;

Subject to the following policies:

1. *Bond Anticipation Notes (“BANs”)* BANs, including commercial paper notes issued as BANs, may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. The BANs will not mature more than 2 years from the date of issuance. BANs can be rolled in accordance with federal and state law. BANs will mature within 6 months after substantial completion of the financed facility.

2. *Revenue Anticipation Notes (“RANs”) and Tax Anticipation Notes (“TANs”)*. RANs and TANS will be issued only to meet cash flow needs consistent with a finding by bond counsel that the sizing of the issue fully conforms to federal IRS and state requirements and limitations.

3. *Lines of Credit*. Lines of Credit will be considered as an alternative to other short-term borrowing options. A line of credit will only be structured to federal and state requirements.

4. *Interfund Loans*. - Interfund Loans will only be used to fund operational deficiencies among accounts or for capital projects to be paid from current fiscal year revenues. Such interfund loans will be approved by the State Comptroller’s office and will only be issued in compliance with state regulations and limitations.

5. *Other Short-Term Debt*. Other Short-Term Debt including commercial paper notes, BANs, Capitalized Leases and CONs, may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable to issue debt in a fixed or variable rate mode. The City will determine and utilize the most advantageous method for short-term borrowing. The City may issue short-term debt when there is a defined repayment source or amortization of principal.

3) Interest Rate Modes

a) Fixed Rate Debt

To maintain a predictable debt service schedule, the City will give preference to debt that carries a fixed interest rate.

b) Variable Rate Debt

The targeted percentage of net variable rate debt outstanding (excluding (1) debt which has been converted to synthetic fixed rate debt ~~and~~ (2) an amount of debt considered to be naturally hedged to short-term assets in the Unreserved General and/or Debt Service Fund Balance and (3) debt issued during construction period funding) will not exceed forty percent (40%) of the City’s total outstanding debt and will take into consideration the amount and investment strategy of the City’s operating cash.

The following circumstances may result in the consideration of issuing variable rate debt:

- i. *Asset-Liability Matching*;
- ii. *Construction Period Funding*;

iii. *High Fixed Interest Rates.* Interest rates are above historic averages;

iv. *Diversification of Debt Portfolio;*

v. *Variable Revenue Stream.* The revenue stream for repayment is variable and is anticipated to move in the same direction as market-generated variable interest rates or the dedication of revenues allows capacity for variability; and

vi. *Adequate Safeguard Against Risk.* Financing structure and budgetary safeguards are in place to prevent adverse impacts from interest rate shifts such structures- could include, but are not limited to, interest rate caps and short-term cash investments in the City's General Fund. The City recognizes there are inherent risks associated with the use of variable interest rate debt and will attempt to mitigate these risks by including an interest rate assumption for outstanding variable rate debt in its budget. Prior to entering into any variable rate debt obligation, the City Council will be informed of any terms, conditions, fees, or other costs associated with the prepayment of variable rate debt obligations and an analysis by the ~~Finance Director~~Chief Financial Officer and/or its Financial Professionals, if any, will be conducted to evaluate and quantify the risks and returns associated with the variable rate debt including, but not limited to, a recommendation regarding the use of variable rate debt.

4) Zero Coupon Debt

Zero Coupon Debt may be used if an analysis has been conducted by the ~~Finance Director~~Chief Financial Officer and/or Financial Professionals, if any, of the risks and returns associated with the Zero Coupon Debt. The analysis will include, but not be limited to, a recommendation regarding the use of Zero Coupon Debt as the most feasible instrument considering available revenues streams, the need for the project and other factors determined by the Legislative Body.

5) Synthetic Debt

The City will not enter into any new interest rate swaps or other derivative instruments unless it adopts a Debt Derivative Policy consistent with the requirements of TCA and only after approval of the State Comptroller's office and affirmative action of the Legislative Body. To the extent the City has any current existing interest rate swaps or other derivative instruments, the City will monitor these agreements and any amendments consistent with the compliance report issued by the State Comptroller's Office at the time the agreements were previously authorized.

IX. REFINANCING OUTSTANDING DEBT

The ~~Finance Director~~Chief Financial Officer, in conjunction with the Finance Professionals, if any, will have the responsibility to analyze outstanding debt for refunding opportunities. The ~~Finance Director~~Chief Financial Officer will consider the following issues when analyzing possible refunding opportunities:

1) Debt Service Savings

Absent other compelling considerations such as the opportunity to eliminate onerous or restrictive covenants contained in existing debt documents, the City has established a minimum net present value savings threshold of at least three percent (3%) of the refunded debt principal amount. Refunding opportunities may be considered by the City using any savings threshold if the refunding generates positive net present value savings. The decision to take less than three percent (3%) net present value savings or to take the savings in any matter other than a traditional year-to-year level savings pattern must be approved by the City Council.

2) Balloon Debt

If the City intends to issue balloon debt to refund balloon debt, it will submit a request for approval of Balloon Debt to the Office of State and Local Finance as defined by Public Chapter 766, Acts of 2014 and it will make sure to additionally comply with its Balloon Debt Management Plan, as attached in Exhibit A.

2)3) Restructuring for economic purposes

The City may also refund debt when it is in its financial interest to do so. Such a refunding will be limited to restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt service payments, release reserve funds, remove unduly restrictive bond covenants or any other reason approved by the Legislative Body in its discretion.

3)4) Term of Refunding Issues

Normally, the City will refund debt equal to or within its existing term. However, the ~~Finance Director~~Chief Financial Officer may consider maturity extension, when necessary to achieve desired outcomes, provided that such extension is legally permissible and it is approved by the City Council. The ~~Finance Director~~Chief Financial Officer may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful economic life of the financed facility and the concept of inter-generational equity should guide these decisions.

4)5) Escrow Structuring

The City will utilize the least costly securities available in structuring refunding escrows. In the case of open market securities, a certificate will be provided by a third party agent, who is not a broker-dealer stating that the securities were procured through an arms-length, competitive bid process, that such securities were more cost effective than State and Local Government Obligations (SLGS), and that the price paid for the securities was reasonable within Federal guidelines. In cases where taxable debt is involved, the ~~Finance Director~~Chief Financial Officer, with the approval of bond counsel, may make a direct purchase as long as such purchase is the most efficient and least costly. Under no circumstances will an underwriter, agent or the Professional Advisors sell escrow securities involving tax-exempt debt to the City from its own account.

5)6) Arbitrage

The City will take all necessary steps to optimize escrows and to avoid negative arbitrage in its refunding. Any positive arbitrage will be rebated as necessary according to Federal guidelines.

X. METHODS OF ISSUANCE

The ~~Finance Director~~Chief Financial Officer may consult with a Finance Professional regarding the method of sale of debt. Subject to approval by the City Council, the ~~Finance Director~~Chief Financial Officer will determine the method of issuance of debt on a case-by-case basis consistent with the options provided by prevailing State law.

1) Competitive Sale

In a competitive sale, the City's debt will be offered in a public sale to any and all eligible bidders. Unless bids are rejected, the debt will be awarded to the bidder providing the lowest true interest cost as long as the bid adheres to the requirements set forth in the official notice of sale.

2) Negotiated Sale

The City recognizes that some securities are best sold through a negotiated sale with an underwriter or group of underwriters. The City will assess the following circumstances in determining whether a negotiated sale is the best method of sale:

- a) State requirements on negotiated sales;
- b) Debt structure which may require a strong pre-marketing effort such as those associated with a complex transaction generally referred to as a "story" bond;
- c) Size or structure of the issue which may limit the number of potential bidders;
- d) Market conditions including volatility, wherein the City would be better served by the flexibility afforded by careful timing and marketing such as is the case for debt issued to refinance or refund existing debt;
- e) Whether the debt is to be issued as variable rate obligations or perhaps as Zero Coupon Debt;
- f) Whether an idea or financing structure is a proprietary product of a single firm;
- g) In a publicly offered, negotiated sale, the Financial Advisor, if any, will not be permitted to resign as the Financial Advisor in order to underwrite an issue for which they are or have been providing advisory services; and
- h) If there is no Financial Advisor, then the Underwriter in a publicly offered, negotiated sale will be required to provide pricing information both as to interest rates and to

takedown per maturity to the Legislative Body (or its designated official) in advance of the pricing of the debt.

3) Private Placement

From time to time, the City may elect to privately place its debt. Such placement will only be considered if this method is demonstrated to be advantageous to the City.

XI. PROFESSIONALS

1) Financial Professionals

As needed, the City may select Financial Professionals to assist in its debt issuance and administration processes. Selection of the Financial Professionals will be based on, but not limited to, the following criteria:

- a) Relevant experience with municipal government issuers and the public sector;
- b) Indication that the firm has a broadly based background and is therefore capable of balancing the City's overall needs for continuity and innovation in capital planning and debt financing;
- c) Experience and demonstrated success as indicated by its experience;
- d) The firm's professional reputation;
- e) Professional qualifications and experience of principal employees; and
- f) Consideration should be given to the estimated costs, but price should not be the sole determining factor.

2) Miscellaneous

a) Written Agreements

- i. Any Financial Professionals engaged by the City will enter into written agreements including, but not limited to, a description of services provided and fees and expenses to be charged for the engagement.
- ii. The City will enter into an engagement letter agreement with each lawyer or law firm representing the City in a debt transaction. (No engagement letter is required for any lawyer who is an employee of the City or lawyer or law firm which is under a general appointment or contract to serve as counsel to the City. The City does not need an engagement letter with counsel not representing the City, such as Underwriters' counsel.)
- iii. The City will require all Financial Professionals engaged in the process of issuing

debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the City and the lender or conduit issuer, if any. This includes “soft” costs or compensations in lieu of direct payments.

- iv. Financial Advisor: If the City chooses to hire financial advisors, the City will enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Whether in a competitive or negotiated sale, the Financial Advisor will not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.
- v. Underwriter: If there is an Underwriter, the City will require the Underwriter to clearly identify itself in writing (*e.g.*, in a response to a request for proposals or in promotional materials provided to an issuer) as an Underwriter and not as a Financial Advisor from the earliest stages of its relationship with the City with respect to that issue. The Underwriter must clarify its primary role as a purchaser of securities in an arm's-length commercial transaction, and that it has financial and other interests that differ from those of the City. The Underwriter in a publicly offered, negotiated sale will be required to provide pricing information both as to interest rates and to takedown per maturity to the Legislative Body in advance of the pricing of the debt.

b) Conflict of Interest

- i. Financial Professionals involved in a debt transaction hired or compensated by the City will be required to disclose to the City existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisors, swap advisors, bond counsel, swap counsel, trustee, ~~paying agent~~, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure will include that information reasonably sufficient to allow the City to ~~appreciate~~ the significance of the relationships.
- ii. Financial Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

XII. COMPLIANCE

1) Continuing Annual Disclosure

Normally at the time debt is delivered, the City will execute a Continuing Disclosure Certificate in which it will covenant for the benefit of holders and beneficial owners of the publically traded debt to provide certain financial information relating to the City by not later than twelve months after each of the City’s fiscal years, (the “Annual Report) and

provide notice of the occurrence of certain enumerated events. The Annual Report (and audited financial statements, if filed separately) will be filed with the MSRB through the operation of the Electronic Municipal Market Access system (“EMMA”) and any State Information Depository established in the State of Tennessee (the “SID”). If the City is unable to provide the Annual Report to the MSRB and any SID by the date required, notice of each failure will be sent to the MSRB and the SID on or before such date. The notices of certain enumerated events will be filed by the City with the MSRB and any SID. The specific nature of the information to be contained in the Annual Report or the notices of significant events is provided in Continuing Disclosure Certificate. These covenants are made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b) (the "Rule").

2) Arbitrage Rebate

The City will also maintain a system of record keeping and reporting which complies with the arbitrage rebate compliance requirements of the Code.

3) Records

The City will also maintain records required by the Code including, but not limited to, all records related to the issuance of the debt including detailed receipts and expenditures for a period up to 6 years following the final maturity date of the debt.

XIII. DEBT POLICY REVIEW

1) General Guidance

The guidelines outlined herein are intended to provide general direction regarding the future issuance of debt. The City maintains the right to modify this Debt Policy and may make exceptions to any of its guidelines at any time to the extent that the execution of such debt achieves the goals of the City, as long as such exceptions or changes are consistent with TCA and any rules and regulations promulgated by the State.

This Debt Policy should be reviewed from time to time as circumstances, rules and regulations warrant.

2) Designated Official

The Chief Financial Officer ~~Finance Director~~ is responsible for ensuring substantial compliance with this Debt Policy.

EXHIBIT A: BALLOON DEBT MANAGEMENT PLAN

CITY OF CLARKSVILLE
TENNESSEE

I. INTRODUCTION

This Balloon Debt Management Plan (the “Debt Plan”) is a written guideline to manage, reduce, and mitigate existing balloon indebtedness on the City. The City, in the past, has issued balloon indebtedness as defined by Public Chapter 766, Acts of 2014 (“Balloon Debt”). The purpose of this Debt Plan is to improve the quality of management and legislative decisions for the City regarding the structure of its current and future debt issuances consistent with the City’s Debt Management Policy’s goals and to do what is in the best interests of the City and its taxpayers and ratepayers.

The City maintains the right to modify this Debt Plan and may make exceptions to any of its guidelines at any time to the extent that the execution of such debt achieves the goals of the City and such exceptions or changes are consistent with TCA and any rules and regulations promulgated by the State.

The City’s Chief Financial Officer is responsible for ensuring substantial compliance with this Debt Plan.

II. Policy Statement

Generally, it is in the best interest of the citizens to maintain a debt portfolio utilizing individual debt issues in a manner that minimizes interest paid, the real cost of debt, and other related costs as well as repaying principal as rapidly as possible to create financial flexibility and future debt capacity.

This Debt Plan formally established parameters for structuring debt and managing a debt portfolio that considers:

- Current and future capital improvement needs of the City
- Ability to repay financial obligations
- Impact on future debt capacity and revenues available for operations
- Existing legal, economic, and financial market conditions

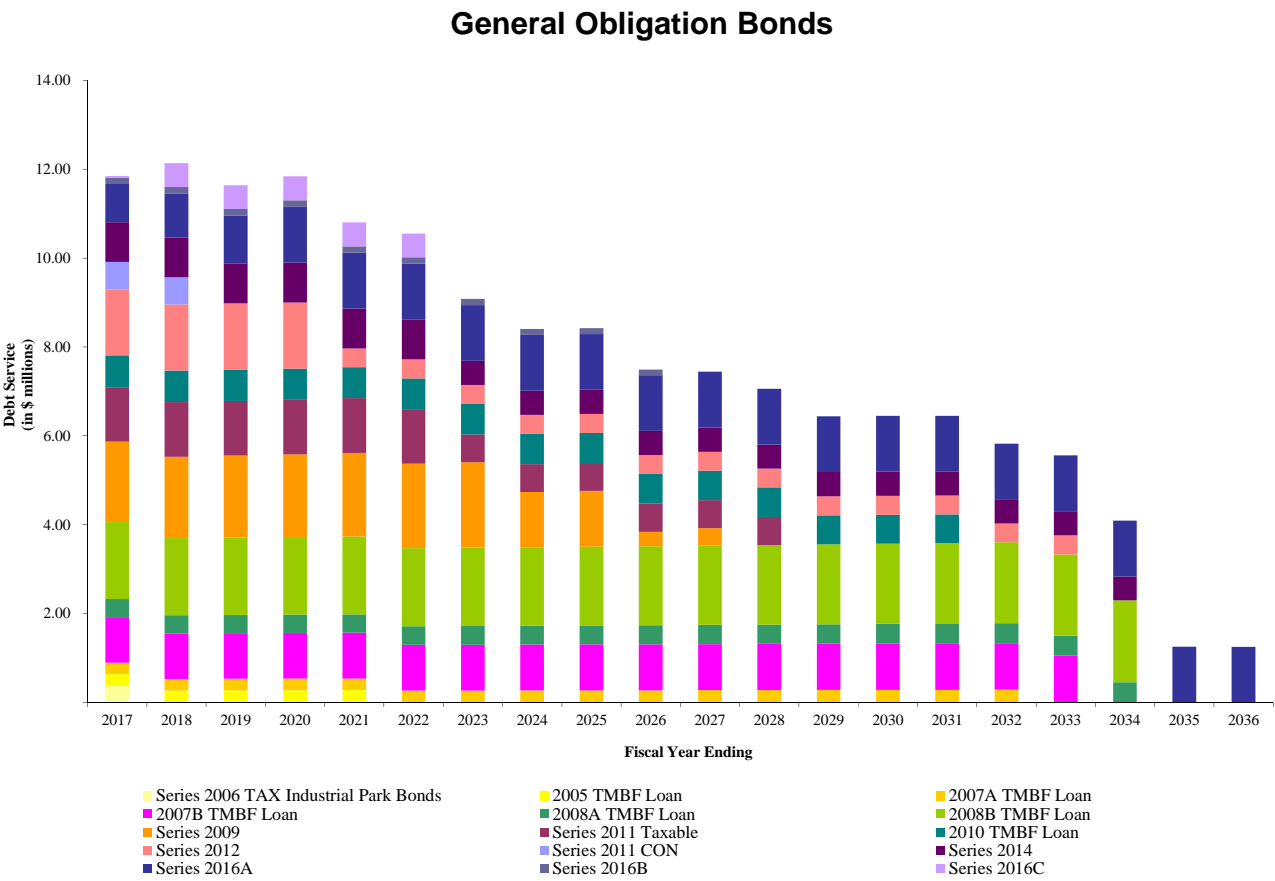
Specifically, the intent of this Debt plan is to assist the City in the following:

- To guide the City in debt issuance decisions with the goal to issue future debt that is structured with level principal payments or level debt amortization, or in the case of revenue generating or revenue supported debt, proportional to the revenues pledged for repayment
- Except when facts and circumstances so dictate, establish a City policy to issue new money debt that is not balloon indebtedness as defined by Section 9-21-134, TCA and evaluates projects as to their scope, feasibility costs, useful life of the financed asset and capacity to repay the debt, and
- To manage and mitigate the City’s current outstanding balloon indebtedness (as defined by Public Chapter 766, Acts of 2014).

III. Current Debt Background

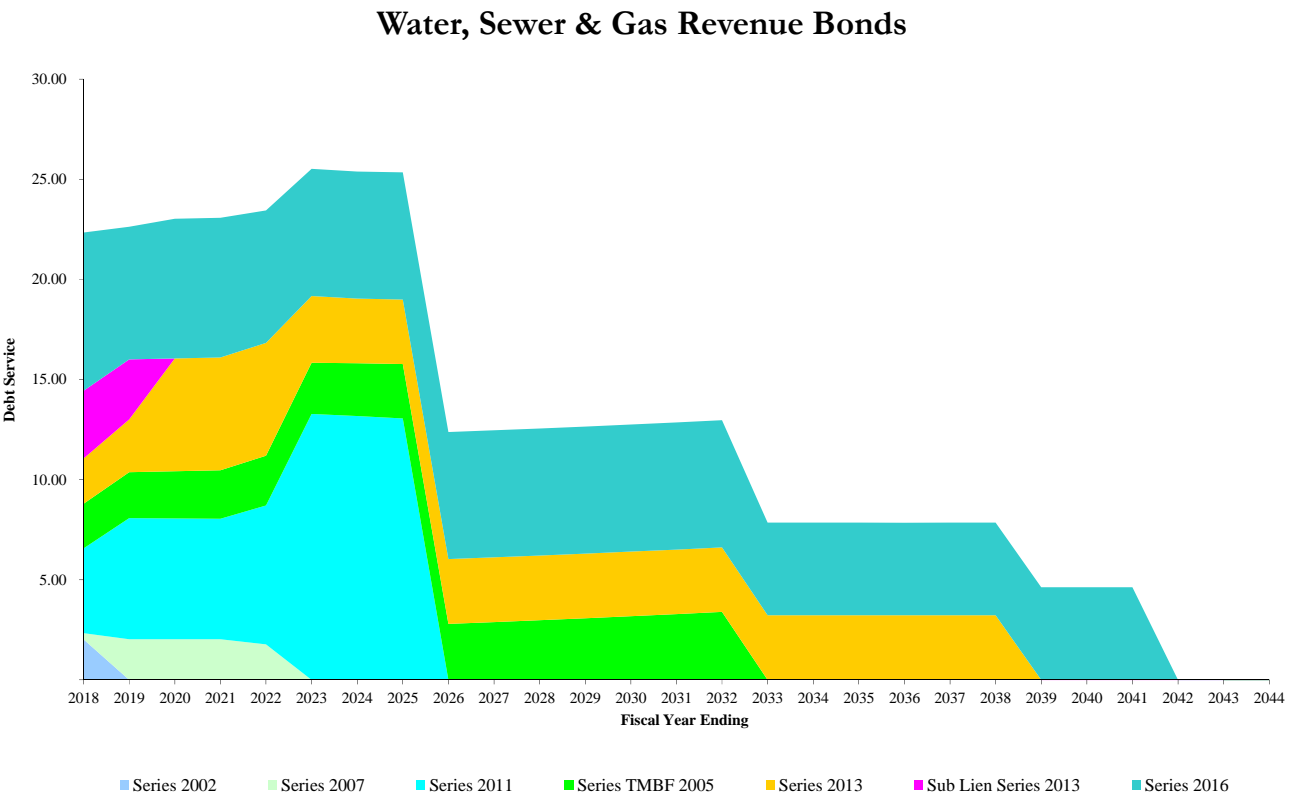
Consistent with the City’s Debt Management Policy, the City has issued debt in the form of General Obligation Bonds or Revenue Debt (via Water, Sewer & Gas Revenue Bonds and Electric System Revenue Bonds). An overview of the City’s General Obligation Debt, Water, Sewer & Gas Revenue Debt and Electric System Revenue Debt as of June 30, 2016 is below

1.) General Obligation Bonds



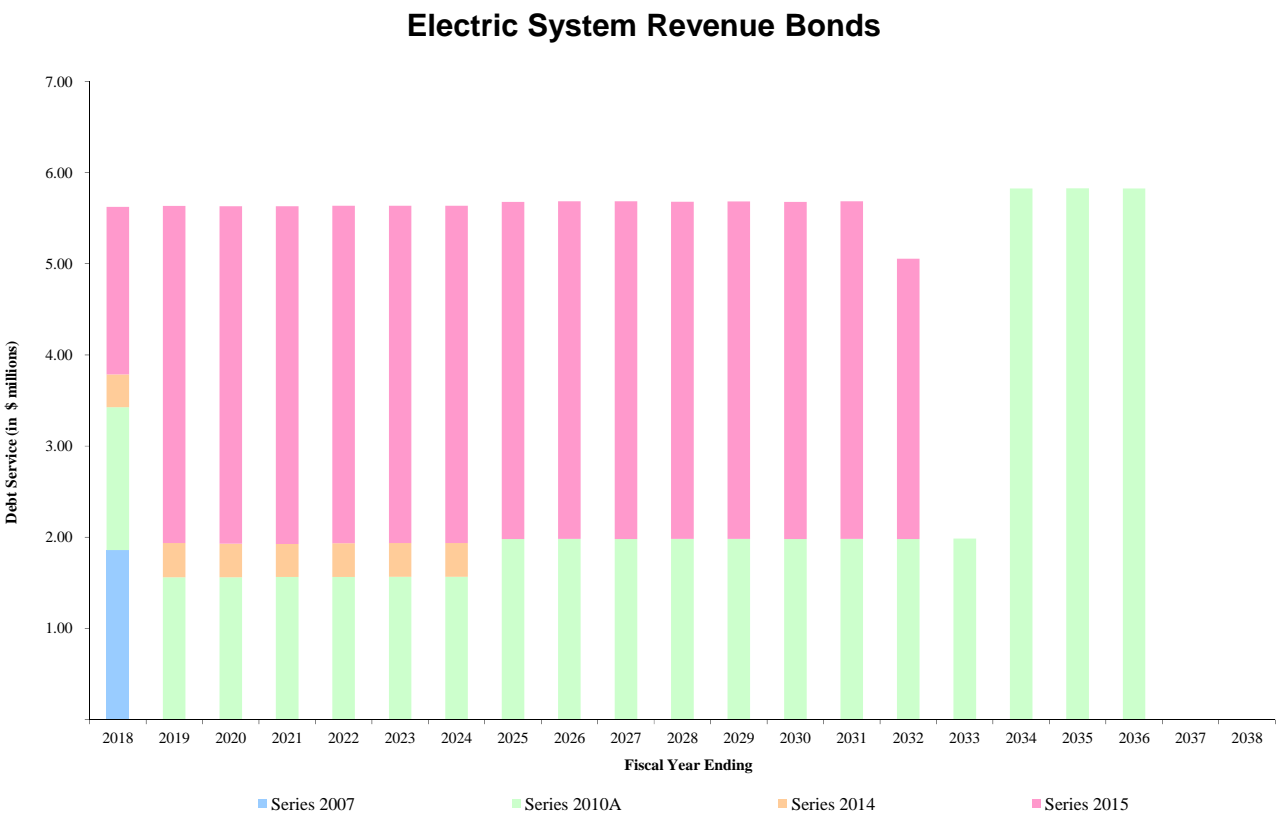
- The City’s General Obligation bonds debt service is downward sloping. Debt service averages \$11.8MM annually through FY2020, \$10.6MM in FY 2021-2022, \$8.6MM in FY2023-2025, \$6.9MM FY2026-2031, \$5.1MM 2032-2034 and \$1.2MM in 2035-2036.
- Max annual debt service occurs in FY2018 and is approximately \$12.1 MM
- An average of \$2.4 million annually until FY34 is supported by tax increment from the Capital Projects Revenue District (CPRD) and an average of \$356,000 is reimbursed by E-911 annually through FY22.

2.) Water, Sewer & Gas Revenue Bonds



- The City's Water, Sewer & Gas Revenue Bonds is generally downward sloping. DS payments average \$23.8MM through FY2025 and drops by \$13MM in FY 2026
- Depending on available revenues at the time, Water, Sewer & Gas Bonds could be issued as level debt as defined by Public Chapter 766, Acts of 2014. The Water, Sewer & Gas System could implement a rate increase(s) if needed to fund any future capital needs to comply with Public Chapter 766, Acts of 2014 if approved by City Council

3.) Electric Revenue Bonds



- The City’s Electric System payments are level over the next 16 years.
- Max annual debt service is estimated at \$5.7 million
- Depending on available revenues at the time, additional Electric Revenue Bonds could be issued as level debt as defined by Public Chapter 766, Acts of 2014. The Electric System could implement a rate increase(s) if needed to fund any future capital needs to comply with Public Chapter 766, Acts of 2014 if approved by Power Board

IV. Future Debt

When considering whether to issue level debt service, level principal amortization or balloon debt (as defined by Public Chapter 766, Acts of 2014) for future projects, the City will take into account both the total cost of the debt being considered at that time, along with the impact that the structure will have on the City’s ability to issue level debt service or level principal amortization in the future. The City will seek to ensure that there will be sufficient revenues available to pay for any debt being considered in addition to all of its existing outstanding debt service. If warranted, the City will follow the procedures below for issuing new money or refunding debt as balloon indebtedness.

1) Refunding of Debt:

Any refunding of balloon debt (as defined by Public Chapter 766, Acts of 2014) or a partial refunding of an outstanding debt series that, by definition, becomes balloon debt

will continue to adhere to the City's Debt Management Policy under Section IX. Refinancing Outstanding Debt. In addition, should the refunding adhere to Section IX of the City's Debt Management Policy or results in:

- refunding debt that continues to match existing debt service patterns given the underlying security and payment provisions pledged for each individual issue,
- does not increase the average life of bonds being refunded, and
- does not extend the final maturity, then

the City will submit a plan of refunding and a request for balloon indebtedness as required by TCA. The City will only adopt a refunding bond resolution authorizing the refunding and balloon indebtedness after receiving State approval for its plan of balloon indebtedness.

2) New Debt:

Debt that is either not level or not level principal payments may be used if the Mayor and Chief Financial Officer conclude that it is in the best interest of the City and its tax and rate payers in coordination with its Financial Professionals (as needed) will determine by analyzing the structure's impact on:

- the City's taxes and rate structures,
- future debt capacity,
- long term capital planning objectives,
- credit ratings
- cost of capital, and
- perseverance of the City's financial and management flexibility

Upon the determination balloon indebtedness (as defined by Public Chapter 766, Acts of 2014) is in the public's best interest, the City will submit a plan of balloon indebtedness for review and approval to the Director of State and Local Finance. The City Council will only adopt a bond resolution authorizing balloon indebtedness after receiving approval for its plan of balloon indebtedness.

RESOLUTION 10-2017-18

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ELECTRIC SYSTEM REVENUE REFUNDING BONDS OF THE CITY OF CLARKSVILLE, TENNESSEE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$29,000,000; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE ELECTRIC SYSTEM OF THE CITY OF CLARKSVILLE, TENNESSEE; AND MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM

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

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

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

WHEREAS, for the purpose of achieving debt service savings, the Board has recommended that the Municipality issue electric system revenue refunding bonds (the "Series 2017 Bonds") and use the proceeds to (i) refund all or a portion of the Municipality's Electric System Revenue Bonds, Series 2010A, dated January 27, 2010 (the "Series 2010A Bonds"), maturing September 1, 2021 through September 1, 2035, inclusive, (ii) pay costs of issuance and sale of the Series 2017 Bonds, and the City Council of the Municipality (the "Governing Body") believes it to be necessary and advisable and in the public interest to do so; and

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

WHEREAS, the Series 2017 Bonds shall be issued on a parity of lien with the Municipality's remaining outstanding Series 2010A Bonds, Electric System Revenue Bonds, Series 2014, and Electric System Revenue Refunding Bonds, Series 2015, which have all been authorized by and issued under a resolution of the Governing Body adopted December 4, 2003, as supplemented and amended March 1, 2007, December 15, 2009 and May 2, 2013 (collectively, the "Master Resolution"); and

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

WHEREAS, it is the intention of the Governing Body to adopt this resolution for the purpose of (a) authorizing the issuance of the Series 2017 Bonds, on a parity of lien with the remaining outstanding Series 2010A Bonds, Series 2014 Bonds and Series 2015 Bonds in an aggregate principal amount not to exceed \$29,000,000 to (i) refund all or a portion of the Series 2010A Bonds maturing September 1, 2021 through September 1, 2035, inclusive, and (ii) pay costs of issuance and sale of the Series 2017 Bonds, (b) establishing the terms of the Series 2017 Bonds and (c) providing the disposition of the proceeds therefrom, the collection of revenues from the System and the application thereof to the payment of principal of, premium, if any, and interest on the Series 2017 Bonds;

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

Section 1. Definitions. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Master Resolution or in the preamble hereto. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean the Series 2010A Bonds, Series 2014 Bonds, Series 2015 Bonds, Series 2017 Bonds and any additional bonds hereafter issued on a parity therewith.

(b) "Bond Purchase Agreement" shall mean the bond purchase agreement providing for the purchase and sale of the Series 2017 Bonds, by and between the Underwriter and the Municipality, in substantially the form attached hereto as Exhibit A, with such modifications thereto as shall be necessary to properly describe the Series 2017 Bonds being purchased.

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

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

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

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

(g) "Refunded Bonds" shall mean the Series 2010A Bonds, maturing September 1, 2021 through September 1, 2035, inclusive.

(h) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Series 2017 Bonds, to be entered into by and between the Municipality and the Escrow Agent, in substantially the form of the document attached hereto and incorporated herein by this reference as Exhibit B, subject to such changes therein as shall be permitted by Section 12 hereof.

(i) "Registration Agent" shall mean the financial institution, or its successor, appointed by the Mayor pursuant to Section 3 herein to serve as a registration and paying agent for the Series 2017 Bonds as herein provided.

(j) "Series 2017 Bonds" shall mean the electric system revenue refunding bonds authorized to be issued by this resolution.

(k) "Underwriter" means Wiley Bros. – Aintree Capital, LLC, Nashville, Tennessee.

Section 2. Authority; Findings.

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

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

Section 3. Authorization and Terms of the Series 2017 Bonds.

(a) For the purpose of providing funds to (i) refund all or a portion of the Refunded Bonds and (ii) pay bond issuance costs, all as more fully set out in Section 10 hereof, there are hereby authorized to be issued electric system revenue refunding bonds of the Municipality in the aggregate principal amount of not to exceed \$29,000,000. Such bonds shall be issued in fully registered form, without coupons, shall, subject to adjustments permitted herein under Section 9, be known as "Electric System Revenue Refunding Bonds" and shall be dated their issue date, or such other date as shall be determined by the Mayor pursuant to Section 9 hereof. The Series 2017 Bonds shall bear interest at rate not to exceed five percent (5.00%) per annum, payable (subject to adjustments permitted under Section 9 hereunder) semi-annually on March 1 and September 1 in each year, commencing March 1, 2018. 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 on each September 1, commencing no earlier than September 1, 2018 and ending no later than September 1, 2035, in such amounts as shall be established by the Mayor, in consultation with the Chairman of the Board, and set forth in the Bond Purchase Agreement, all in a manner substantially consistent with the Plan of Refunding filed with the State Director.

(b) Subject to adjustments permitted in Section 9 hereof, the Series 2017 Bonds maturing on or before September 1, 2027 shall not be subject to optional redemption. The Series 2017 Bonds maturing on or after September 1, 2028 shall be subject to redemption at the option of the Municipality, upon direction of the Board, at any time on or after September 1, 2027, in whole or part, at price of par plus interest accrued 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 Board at 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)

Pursuant to Section 9 hereof, the Mayor, in consultation with the Chairman of the Board, is authorized to sell the Series 2017 Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor, in consultation with the Chairman of the Board. In the event any or all the Series 2017 Bonds are sold as term bonds, the Municipality shall redeem such term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts set forth herein for each redemption date, as such maturity amounts may be adjusted pursuant to Section 9 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be so redeemed shall be selected by lot or in such other random manner as the Registration Agent in its discretion may designate.

At its option, to be exercised on or before the 45th day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Series 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 45th day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Series 2017 Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Series 2017 Bonds for which proper notice was given. The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 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. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Series 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) The Municipality hereby authorizes and directs the Mayor to appoint the Registration Agent and authorize and direct the Registration Agent to maintain bond registration records with respect to the Series 2017 Bonds, to authenticate and deliver the Series 2017 Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the Municipality, 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 City Clerk is hereby authorized to attest any such written agreement between the Municipality and the Registration Agent as they shall deem necessary or proper with respect to the Registration Agent's obligations with respect to the Series 2017 Bonds. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Series 2017 Bonds shall be payable, principal and interest, in lawful money of the United States of America at the office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Series 2017 Bonds on each interest payment date directly to the registered owners as shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owners at their addresses shown on said bond registration records, without, except for final payment, the presentation or surrender of such registered Series 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 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 360 day year composed of twelve months of 30 days each. If requested by any registered owner (including DTC) of at least \$1,000,000 in aggregate principal amount of the Series 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) Any interest on any Series 2017 Bond which is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid to the persons in whose names the Series 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 2017 Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten days after the receipt by

the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than 15 nor less than ten days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Series 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) 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 last page 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, required by the Registration Agent, the Registration Agent shall issue a new Series 2017 Bond or Series 2017 Bonds to the assignee(s) in \$5,000 denominations or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Series 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. 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 Series 2017 Bonds of the same maturity in any authorized denomination or denominations.

(i) 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 manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

(j) Notwithstanding anything contained herein to the contrary, the Series 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 BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 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 Municipality. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Series 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 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.

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.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 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.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Series 2017 Bonds to the Underwriter or as it may designate upon receipt by the Municipality of the proceeds of the sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an authorized representative thereof on the certificate set forth herein on the bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Series 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 principal of and interest on the Series 2017 Bonds shall be payable solely from and be secured by a pledge of the Net Revenues to be derived from the operation of the System as provided in the Master Resolution, on a parity and equality of lien with the outstanding Series 2010A Bonds, Series 2014 Bonds, Series 2015 Bonds and any bonds hereafter issued on a parity therewith. The punctual payment of principal of and premium, if any, and interest on the Series 2017 Bonds, Series 2010A Bonds, Series 2014 Bonds, Series 2015 Bonds and any bonds hereafter issued on a parity therewith shall be secured equally and ratably by said Net Revenues without priority by reason of series, number or time of sale or delivery. The owners of the Series 2017 Bonds shall have no recourse to the power of taxation of the Municipality or any other funds or monies thereof, other than the Net Revenues of the System.

Section 5.

Form of Series 2017 Bonds. The Series 2017 Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Series 2017 Bonds are prepared and delivered:

(Form of Series 2017 Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MONTGOMERY
CITY OF CLARKSVILLE
ELECTRIC SYSTEM REVENUE REFUNDING BOND, SERIES 2017

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

Registered Owner: _____

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS: That the City of Clarksville, Tennessee, a municipal corporation lawfully organized and existing in Montgomery County, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date, said interest being payable on [March 1, 2018], and semiannually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the corporate trust office of _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond by check or draft on each interest payment date directly to the registered owner hereof shown on the bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owner at such owner's address shown on said bond registration records (unless the registered owner is DTC, as defined herein, in which case payment shall be in accordance with the policies of DTC), without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal on the Bonds shall be made upon presentation and surrender of this Bond to the Registration Agent.

Notwithstanding anything herein or in the Resolution (as hereinafter defined) to the contrary, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution (as hereafter defined), pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

The Bonds of the issue of which this Bond is one, maturing on or after September 1, 2028, shall be subject to redemption prior to maturity at the option of the Municipality on or after September 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 Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

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

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

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

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

***Final Maturity**

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

Notice of call for redemption, whether mandatory or optional, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by firstclass mail,

postage prepaid, at the addresses shown on the bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Bond Resolution, as hereafter defined.

If this Bond is no longer registered in the name of Cede & Co. as nominee for DTC, this Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to (i) refund the Municipality's outstanding Electric System Revenue Refunding and Improvement Bonds, Series 2010A, dated January 27, 2010 (the "Series 2010A Bonds"), maturing September 1, 2021 through September 1, 2035, inclusive, and (ii) pay of the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 7-34-101 et seq. and Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the City Council of the Municipality on December 4, 2003, as amended and supplemented by resolutions on March 1, 2007, December 15, 2009, May 2, 2013 and _____, 2017 (collectively, the "Resolution").

This Bond, and interest hereon, are payable solely from and secured by a pledge of the income and revenues to be derived from the operation of the System, subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing, and insuring the System on a complete parity and equality of lien with the Municipality's remaining outstanding Electric System Revenue Bonds, Series 2010A (the "Series 2010A Bonds"), Electric System Revenue Bonds, Series 2014 (the "Series 2014 Bonds") and Electric System Revenue Refunding Bonds, Series 2015 (the "Series 2015 Bonds"). As provided in the Resolution, the punctual payment of principal of and interest on the series of Bonds of which this Bond is one, the Series 2010A Bonds, the Series 2014 Bonds, the Series 2015 Bonds

and any other bonds issued on a parity therewith pursuant to the terms of the Resolution, shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. The owner of this Bond shall have no recourse to the power of taxation of the Municipality. The Municipality has covenanted and does hereby covenant that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of and interest on this Bond and the issue of which it is a part, as each payment becomes due. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) 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 Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

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

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

CITY OF CLARKSVILLE

By: FORM ONLY: DO NOT SIGN
Mayor

(SEAL)

ATTESTED:

FORM ONLY: DO NOT SIGN
City Clerk

Transferable and Payable at: _____

Date of Registration: _____

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

Registration Agent

By: _____
Its: _____

FORM OF ASSIGNMENT

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

Dated: _____

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

Signature guaranteed:

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

[END OF BOND FORM]

Section 6. Equality of Lien; Pledge of Net Revenues. The punctual payment of principal of, premium, if any, and interest on the Series 2017 Bonds, the Series 2010A Bonds, the Series 2014 Bonds, the Series 2015 Bonds and any Parity Bonds hereafter issued shall be secured equally and ratably by the Net Revenues without priority by reason of number or time of sale or execution or delivery and, subject to the payment of the reasonable and necessary costs of operating, maintaining, repairing and insuring the System, the Net Revenues are hereby irrevocably pledged to the punctual payment of such principal, premium, if any, and interest as the same become due.

Section 7. Applicability of the Resolution.

(a) This resolution is supplementary to and amends the Master Resolution to provide for the issuance of the Series 2017 Bonds on parity with the Series 2010A Bonds, the Series 2014 Bonds and the Series 2015 Bonds. The provisions of Article I (Definitions), Article VI (Application of Revenues),

Article VII (Covenants), Article VIII (Remedies of Bond Owners), Article IX (Prohibition of Prior Lien; Parity Bonds), Article XII (Discharge and Satisfaction of Bonds), Article XIII (Modification of Resolution), and Section 17.1 (Resolution a Contract) of the Master Resolution are hereby ratified and confirmed and incorporated herein by reference. For so long as any of the Series 2017 Bonds shall be outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of the Series 2017 Bonds as provided in Article XII of the Master Resolution, the above-listed provisions of the Master Resolution shall be applicable to the Series 2017 Bonds and shall inure to the benefit of owners of the Series 2017 Bonds as if set out in full herein.

(b) The Master Resolution is hereby amended as set forth below; provided that such amendments shall not become effective until the earlier of (1) the consent of a majority in aggregate principal amount of outstanding Bonds, or (2) the payment or discharge of all outstanding Series 2010A Bonds, Series 2014 Bonds and Series 2015 Bonds; and provided further that such amendments shall in no event be construed to permit the Municipality to alter the manner in which it has funded the Reserve Fund for the Series 2010A Bonds, Series 2014 Bonds, Series 2015 Bonds and Series 2017 Bonds. All purchasers of the Series 2017 Bonds will be deemed to have consented to these amendments.

(i) Article I of the Master Resolution is hereby amended by replacing the definition of “Reserve Fund Credit Facility Issuer” with the following: *“Reserve Fund Credit Facility Issuer” means the issuer of a Reserve Fund Credit Facility satisfying the rating qualifications specified by the resolution authorizing the series of Bonds to be secured by the such Reserve Fund Credit Facility, and for any other series of Bonds for which such rating qualifications are not otherwise specified, the issuer of a Reserve Fund Credit Facility shall be rated, at the time at which such Reserve Fund Credit Facility is purchased, in not less than the second-highest rating category (without regard to gradations within such category) by each Rating Agency that rates such Reserve Fund Credit Facility Issuer and which also rates any Bonds secured by such Reserve Fund Credit Facility.*

(ii) Article I of the Master Resolution is hereby amended by replacing the definition of “Reserve Fund Requirement” with the following: *“Reserve Fund Requirement” means an amount determined from time to time by the Municipality, in consultation with the Board, as a reasonable reserve, if any, for the payment of the principal of and interest on a series of Bonds, pursuant to the resolution authorizing such Bonds.*

(iii) Section 6.1(d) of the Master Resolution is hereby amended and restated as follows:

(d) *To the extent any series of the Bonds has a Reserve Fund Requirement and such Reserve Fund Requirement is not fully satisfied by a Reserve Fund Credit Facility or Facilities or funds of the Board, or a combination thereof, the next available money in the Revenue Fund shall be used to make deposits into the applicable subaccount of the Reserve Fund. No deposit shall be required to be made to the Reserve Fund unless the amount in the Reserve Fund, together with the Reserve Fund Credit Facility or Facilities, if any, becomes less than the applicable Reserve Fund Requirement. In the event deposits to the Reserve Fund shall be required pursuant to the preceding sentence, said deposits shall be payable monthly as hereafter provided and each deposit shall be in a minimum amount equal to 1/24th of the difference between the Reserve Fund Requirement and the amount in each subaccount of said Fund, together with the Reserve Fund Credit Facility or Facilities, if any, immediately following the occurrence of such deficiency, so that any deficiency in any subaccount of said Fund shall be replenished over a period of not*

greater than twenty-four (24) consecutive months; provided, any monthly payments in excess of said minimum payments shall be a credit against the next ensuing payment or payments; and provided further that, in the event there are insufficient amounts to fully satisfy the replenishment requirements with respect to two or more separate Reserve Fund Requirements, then such amounts shall be applied to the replenishment of the Reserve Fund Requirements pro rata in proportion to the relative deficiencies therein. Any deposits required to be made hereunder shall be made monthly at the same time as deposits are made to the Bond Fund, commencing the first month in which the amount in the Fund, together with the Reserve Fund Credit Facility or Facilities, if any, is less than the Reserve Fund Requirement. Money in the Reserve Fund shall be used solely for the purpose of paying principal of or interest on the Bonds for the payment of which funds are not available in the Bond Fund. Funds in excess of the Reserve Fund Requirement may be released to be used by the Board for legally permissible purposes.

At the option of the Municipality, in consultation with the Board, the Municipality may satisfy the Reserve Fund Requirement applicable to a series of Bonds, or a portion thereof, by providing for the benefit of owners of such series of Bonds a Reserve Fund Credit Facility or Facilities, at any time, in an amount not greater than the Reserve Fund Requirement applicable to such series of Bonds and release an equal amount of funds on deposit in the corresponding subaccount of the Reserve Fund to be used by the Board for legally permissible purposes. At any time during the term hereof, the Municipality, in consultation with the Board, shall have the right and option to substitute a new Reserve Fund Credit Facility or Facilities for any Reserve Fund Credit Facility or Facilities previously delivered, upon notice to the Registration Agent and the Reserve Fund Credit Facility Issuer or Issuers and delivery of a Reserve Fund Credit Facility or Facilities in substitution therefor. In the event of the issuance of Parity Bonds pursuant to the restrictive provisions of Article IX hereof with a Reserve Fund Requirement or the substitution of a Reserve Fund Credit Facility or Facilities for less than the full amount of the Reserve Fund Requirement, the Board shall satisfy the applicable Reserve Fund Requirement by depositing funds to the Reserve Fund or obtaining a Reserve Fund Credit Facility or Facilities, or any combination thereof, in an aggregate amount equal to the applicable Reserve Fund Requirement for the series of Bonds taking into account any funds then held therein or the amount of any Reserve Fund Credit Facility or Facilities then in effect.

In the event of the necessity of a withdrawal of funds from the Reserve Fund during a time when the Reserve Fund Requirement is being satisfied by a Reserve Fund Credit Facility or Facilities and funds of the Board, the funds shall be disbursed completely before any demand is made on the Reserve Fund Credit Facility. In the event all or a portion of the Reserve Fund Requirement is satisfied by more than one Reserve Fund Credit Facility, any demand for payment shall be pro rata between or among the Reserve Fund Credit Facilities. If a disbursement is made by demand on a Reserve Fund Credit Facility, the Board, from Revenues after payment of Operating Expenses, satisfaction of the required deposits to the Bond Fund, shall reimburse the Reserve Fund Credit Facility Issuer for all amounts advanced under the Reserve Fund Credit Facility (pro rata, if more than one Reserve Fund Credit Facility), including all amounts payable under any Financial Guaranty Agreement or Agreements, and then replenish the Reserve Fund as provided herein.

In the event the Reserve Fund Requirement, or any part thereof, shall be satisfied with a Reserve Fund Credit Facility or Facilities, notwithstanding the terms of Article XII hereof, the terms, covenants, liability and liens provided or created herein or in any resolution supplemental hereto shall remain in full force and effect and said terms, covenants, liability and liens shall not

terminate until all amounts payable under any Financial Guaranty Agreement have been paid in full and all obligations thereunder performed in full. If the Municipality and the Board shall fail to pay when due all amounts payable under any Financial Guaranty Agreement, the Reserve Fund Credit Facility Issuer shall be entitled to exercise any and all remedies available at law or under this Resolution other than remedies that would adversely affect owners of Bonds.

It shall be the responsibility of the Registration Agent to maintain adequate records, verified with the Reserve Fund Credit Facility Issuer or Issuers, as to the amount available to be drawn at any given time under the Reserve Fund Credit Facility or Facilities and as to the amounts paid and owing to the Reserve Fund Credit Facility Issuer or Issuers under the terms of any Financial Guaranty Agreement and to provide notice to the Reserve Fund Credit Facility Issuer at least two days before any payment is due. The Reserve Fund Credit Facility Issuer shall receive notice of the resignation or removal of the Registration Agent and the appointment of a successor thereto.

Notwithstanding anything herein to the contrary, (i) the Municipality, in consultation with the Board, may issue Parity Bonds without a Reserve Fund Requirement, as shall be specified in the bond resolution authorizing such Parity Bonds; and (ii) the Municipality, in consultation with the Board, may establish a common Reserve Fund Requirement for two or more series of Bonds.

Section 8. Application of Revenues. From and after the delivery of the Bonds hereunder, and as long as any of the Bonds shall be outstanding and unpaid either as to principal or as to interest, or until the discharge and satisfaction of all the Bonds as provided in the Master Resolution, the entire income and revenues of the System shall be deposited in the appropriate fund created by the Master Resolution and shall be used in all respects as provided therein; provided that the amount of revenues required to be deposited to the Bond Fund shall be increased with respect to the Series 2017 Bonds, if and as necessary, so that equal monthly deposits to the Bond Fund will be sufficient to provide for the first payments of principal of and interest on the Series 2017 Bonds.

Section 9. Sale of Bonds.

(a) The Series 2017 Bonds shall be sold at negotiated sale to the Underwriter at a price of not less than 99% of par, exclusive of original issue discount, plus accrued interest, as shall be determined by the Mayor in consultation with the Chairman of the Board. The sale of the Series 2017 Bonds, in one or more series, to the Underwriter shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) To facilitate the sale of the Series 2017 Bonds in a manner that is in the best interest of the Municipality, the Mayor, in consultation with the Chairman of the Board, is authorized to:

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

(ii) change or remove the Municipality's optional redemption provisions of the Series 2017 Bonds, provided that the redemption premium, if any, does not exceed two percent (2%) of the par amount of the Series 2017 Bonds called for redemption;

(iii) sell any or all of the Series 2017 Bonds as term bonds with annual mandatory redemption requirements;

(iv) change the dated date of the Series 2017 Bonds to a date other than the issue date and change the designation of the Series 2017 Bonds to a designation other

than "Electric System Revenue Refunding Bonds";

(v) adjust principal and interest payment dates and maturity amounts of the Series 2017 Bonds; provided that (i) the total principal amount of all emissions of the Series 2017 Bonds does not exceed the total amount of Series 2017 Bonds authorized herein, (ii) and such adjustments are within the parameters set forth in Section 3 hereof; and

(vi) sell the Series 2017 Bonds or any maturities thereof as serial bonds or term bonds with mandatory redemption requirements corresponding to the maturity dates set forth herein or as otherwise determined by the Mayor, as she shall deem most advantageous to the Municipality.

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

(c) The Mayor and the City Clerk, or either of them, are authorized to cause the Series 2017 Bonds to be authenticated and delivered by the Registration Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including an official statement, and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Series 2017 Bonds.

(d) The Mayor of the Municipality is hereby authorized to execute and the City Clerk is authorized to attest the Bond Purchase Agreement with the Underwriter of the Series 2017 Bonds, providing for the purchase and sale of the Series 2017 Bonds, in one or more series. The form of Bond Purchase Agreement attached hereto as Exhibit A is hereby in all respects approved and the Mayor of the Municipality and the City Clerk are hereby authorized and directed to execute and deliver the same on behalf of the Municipality in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor, her execution thereof to constitute conclusive evidence of her approval of all such changes, provided the Bond Purchase Agreement effects the sale of the Series 2017 Bonds in accordance with the provisions of this resolution, and is not inconsistent with the terms hereof.

Section 10. Disposition of Bond Proceeds. The proceeds of the sale of the Series 2017 Bonds shall be used and applied as follows:

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

(b) the remainder of the proceeds of the sale of the Series 2017 Bonds shall be used to pay the costs of issuance and sale of the Series 2017 Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Registration Agent fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2017 Bonds.

Section 11. Official Statement. The Mayor of the Municipality and the Chairman of the Board are hereby authorized and directed to provide for the preparation and distribution of Preliminary Official Statement describing the Series 2017 Bonds and the Municipality. The Mayor of the Municipality and the Chairman of the Board, or either of them, shall make such completions, omissions,

insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor of the Municipality and the Chairman of the Board, or either of them, shall arrange for the delivery to the Underwriter of a reasonable number of copies of the Official Statement within seven business days after the Series 2017 Bonds have been sold for delivery by the Underwriter to each potential investor requesting a copy of the Official Statement.

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

Section 12. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of, premium, if any, and interest on all or a portion of the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the City Clerk to attest on behalf of the Municipality the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Series 2017 Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Municipality hereby authorizes and directs the Mayor to appoint the Escrow Agent, and the Escrow Agent so appointed is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of, premium, if any, and interest on all or a portion of the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

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

Section 14. Notice of Refunding. Prior to the issuance of the Series 2017 Bonds, notice of the Municipality's intention to refund the Refunded Bonds designated for refunding, to the extent required by applicable law, shall be given by the registration agent for said Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by the registration agent of said Refunded Bonds. The Mayor and the City Clerk, or either of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notices on behalf of the Municipality in accordance with this Section.

Section 15. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide financial information and certain event notices if and as required by Rule 15c2-12 of the

Securities Exchange Commission for the Series 2017 Bonds. The Board shall have the responsibility for providing such information and notices on behalf of the Municipality. The Chairman of the Board 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 specifying the Board's obligation to provide such disclosure on the Municipality's behalf. Failure of the Board to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2017 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Board to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Federal Tax Matters. The Municipality recognizes that the purchasers and owners of the Series 2017 Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is exempt from federal income taxation under laws in force on the date of delivery of the Series 2017 Bonds. In this connection, the Municipality agrees that it shall take no action that may render the interest on any of the Series 2017 Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body of the Municipality that the proceeds of the Series 2017 Bonds will not be used in a manner which will cause such bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, including any lawful regulations promulgated or proposed thereunder, and to this end the proceeds of the Series 2017 Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of any Series 2017 Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Series 2017 Bonds from becoming taxable. The Mayor and the Chairman of the Board are authorized and directed to make such certifications in this regard in connection with the sale of the Series 2017 Bonds as they shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality and the Board, respectively. The Series 2017 Bonds shall be subject to the Municipality's Federal Tax Policies and Procedures adopted by the Governing Body.

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

Section 18. Compliance with Debt Management Policy. The Municipality has adopted a debt management policy, as required by the State Funding Board of the State of Tennessee. The Governing Body hereby finds that the issuance and sale of the Series 2017 Bonds, as proposed herein, is consistent with the Municipality's debt management policy. Specifically, (a) the refunding will achieve the minimum threshold debt service savings contemplated by our debt management policy, and (b) the debt service and issuance costs of the transaction have been fully disclosed insofar as the Director of State and Local Finance's report on plan of refunding is attached hereto as Exhibit C. The Governing Body hereby delegates to the Mayor, the Chief Financial Officer, and the Chairman of the Board, or any of them, the authority to obtain and review the Underwriter's take-down information prior to the pricing of the Series 2017 Bonds, as prescribed by our debt management policy.

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

[signature page follows]

Adopted and approved this _____ day of _____, 2017.

Kim McMillan, Mayor

ATTEST:

Sylvia Skinner, City Clerk

STATE OF TENNESSEE)

COUNTY OF MONTGOMERY)

I, Sylvia Skinner, hereby certify that I am the duly qualified and acting City Clerk of the City of Clarksville, Tennessee (the "Municipality"), and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Governing Body of the Municipality held on _____, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$29,000,000 Electric System Revenue Refunding Bonds, Series 2017 of the Municipality.

WITNESS my official signature and seal of said Municipality this ____ day of _____, 2017.

Sylvia Skinner, City Clerk

(SEAL)

EXHIBIT A

CITY OF CLARKSVILLE, TENNESSEE
ELECTRIC SYSTEM REVENUE REFUNDING BONDS, SERIES 2017

[_____], 2017

BOND PURCHASE AGREEMENT

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

Ladies and Gentlemen:

The undersigned, Wiley Bros.-Aintree Capital, LLC, Nashville, Tennessee (the “Underwriter”), being duly authorized, hereby offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the City of Clarksville, Tennessee (the “Issuer”) for the purchase by the Underwriter and the sale by the Issuer of the Bonds referred to in Section 1 hereof. This offer is made subject to acceptance by the Issuer of this Purchase Agreement, which acceptance shall be evidenced by the execution of this Purchase Agreement by a duly authorized officer of the Issuer prior to 11:59 p.m., Central Time, on [_____], 2017. Upon such acceptance and execution, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. Capitalized terms used herein not otherwise defined herein have the meanings assigned to them in the Resolution referred to in Section 2 hereof.

SECTION 1. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter all (but not less than all) of its Electric System Revenue Refunding Bonds, Series 2017 in an aggregate principal amount of \$[_____] (the “Series 2017 Bonds”), at the purchase price of \$[_____] (which is equal to par, plus original issue premium of \$[_____] , less Underwriter’s discount of \$[_____]).

SECTION 2. The Series 2017 Bonds shall be as described in, and shall be authorized by, and secured pursuant to, a resolution of the Issuer adopted on December 4, 2003, as supplemented on March 1, 2007, December 15, 2009, May 2, 2013, as ratified on December 4, 2014, and September 7, 2017 (collectively, the “Resolution”). Under the terms of the Resolution, the Issuer has created a first lien on the Net Revenues of the Issuer’s electric system (the “System”) as security for the Series 2017 Bonds and the Issuer’s remaining outstanding Electric System Revenue Bonds, Series 2010A (the “Series 2010 Bonds”), the Issuer’s remaining outstanding Electric System Revenue Refunding Bonds, Series 2014 (the “Series 2014 Bonds”), the Issuer’s remaining outstanding Electric System Revenue Refunding Bonds, Series 2015 (the “Series 2015 Bonds”), and any parity bonds hereafter issued (the “Parity Bonds”). Interest on the Series 2017 Bonds shall be payable on March 1 and September 1 of each year, beginning March 1, 2018. The Series 2017 Bonds shall bear interest from their dated date at the rates, shall mature in the amounts and shall have the redemption provisions as set forth in Schedule I hereof.

SECTION 3. The proceeds to be received by the Issuer from the sale of the Series 2017 Bonds will be used to (i) refund the Issuer's Series 2010 Bonds, maturing on September 1, 2021 through September 1, 2035, inclusive (the "Refunded Bonds"), and (ii) pay the costs of issuing the Series 2017 Bonds.

SECTION 4. (a) [Except for the maturities set forth in Schedule 1 attached hereto,]¹ the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(b) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule 1. Schedule 1 also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied. The Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each maturity of the Bonds as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer or the Issuer's municipal advisor when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]²

(c) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to a regulatory underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than a regulatory underwriter or a related party,

(ii) "regulatory underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

¹ Include if 10% test has not been satisfied for any maturity(ies) of the Bonds as of the sale date.

² Include if 10% test has not been satisfied for any maturity(ies) of the Bonds as of the sale date.

(iii) a purchaser of any of the Bonds is a “related party” to a regulatory underwriter if the regulatory underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

At the Closing, as a condition to the Issuer’s obligation to deliver the Series 2017 Bonds, the Underwriter shall deliver to the Issuer an issue price certificate in substantially the form set forth in Exhibit D 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”).

SECTION 5. The Issuer has caused to be prepared a Preliminary Official Statement, dated [_____], 2017 (such Preliminary Official Statement, including the cover page and all appendices thereto, and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Series 2017 Bonds being herein called the “Preliminary Official Statement”), which the Issuer has authorized to be circulated, and the Issuer consents to the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Series 2017 Bonds. The Issuer hereby certifies to the Underwriter that the Preliminary Official Statement, as of its date, was deemed final for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “1934 Act”), except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity and delivery dates. Within seven (7) business days after the acceptance and execution of this Purchase Agreement by the Issuer, the Issuer shall deliver to the Underwriter copies (in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 of the 1934 Act (the “Rule”) and the rules of the Municipal Securities Rulemaking Board (the “MSRB”)) of an Official Statement, dated the date hereof, substantially in the form of the Preliminary Official Statement, with only such changes therein or modifications thereof (including without limitation any changes in or modifications of any of the appendices thereto) as shall have been accepted and approved by the Underwriter in its discretion, which Official Statement shall have been duly executed on behalf of the Issuer (such Official Statement, including the cover page and all appendices thereto and any amendments and supplements thereto that may be authorized by the Issuer for use with respect to the Series 2017 Bonds being herein called the “Official Statement”). The Issuer hereby consents to the use of copies of the Official Statement, the Resolution and other pertinent documents in connection with the offering and sale of the Series 2017 Bonds.

SECTION 6. In order to assist the Underwriter in complying with the Rule, the Issuer has covenanted for the benefit of the owners of the Series 2017 Bonds to provide notices of the occurrence of certain events and to provide certain financial information and operating data relating to the Issuer to the MSRB’s Electronic Municipal Market Access System, pursuant to a Disclosure Certificate, dated the date hereof (the “Disclosure Certificate”).

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

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

(b) The Issuer has all necessary licenses and permits to operate the System and is authorized under the laws of the State of Tennessee (i) to adopt the Resolution and perform its obligations thereunder; (ii) to issue, execute, deliver and perform its obligations under the Series 2017 Bonds; (iii) to execute, deliver and perform its obligations under this Purchase Agreement, the Disclosure Certificate and the Refunding Escrow Agreement, dated as of Closing, between the Issuer and [_____], Nashville, Tennessee, as escrow agent (collectively, the "Issuer Documents"); (iv) to execute and distribute the Official Statement; and (v) to carry out and consummate all of the transactions contemplated on its part the Issuer Documents and the Official Statement.

(c) The Issuer has duly adopted the Resolution and has duly authorized all actions required to be taken by it for (i) the issuance, execution, delivery and performance of its obligations under the Series 2017 Bonds; (ii) the execution, delivery and performance of its obligations under the Issuer Documents; (iii) the execution and distribution of the Official Statement; and (iv) the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement.

(d) The Resolution is, and the Issuer Documents, when executed and delivered, will constitute, the legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms. The Series 2017 Bonds, when issued, executed, delivered and paid for as herein provided, will constitute the legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Resolution. The Series 2017 Bonds, the Series 2015 Bonds, the Series 2014 Bonds, the Series 2010 Bonds, and any Parity Bonds shall be limited obligations of the Issuer, payable from and secured by a first lien on the Net Revenues of the System, and shall not constitute a general obligation of the Issuer or the State of Tennessee, or any political subdivision thereof, and neither the faith nor credit of the Issuer or the State of Tennessee, or any political subdivision thereof, shall be pledged to the payment of the Series 2017 Bonds.

(e) The Issuer will apply the proceeds from the sale of the Series 2017 Bonds as specified in the Resolution, the Official Statement and this Purchase Agreement.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices; or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Resolution, the Series 2017 Bonds, the Issuer Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Issuer Documents and the Official Statement; or (B) materially adversely affect (1) the financial condition or results of operations of the System; (2) the ability of the Issuer to set rates, as set forth in the Resolution; (3) the transactions

contemplated by the Issuer Documents and the Official Statement; or (4) the exemption of the interest on the Series 2017 Bonds from federal or State of Tennessee income taxation.

(g) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2017 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its properties is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties.

(h) The Issuer is not in breach of or default under the Resolution, any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or its properties is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties, which breach or default would in any way materially adversely affect the operation of the System, the issuance, execution, delivery or performance of its obligations under the Series 2017 Bonds, the execution, delivery or performance of its obligations under the Issuer Documents, the execution or distribution of the Official Statement, or the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(i) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Issuer as of the date hereof in connection with the ownership and operation of the System, the adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2017 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement have been, or will have been at the Closing, duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or “Blue Sky” laws.

(j) The Issuer agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2017 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States of America as the Underwriter may request, except that the Issuer shall not be required to consent to service of process in any jurisdiction.

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

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

(m) Neither the Issuer nor anyone acting on its behalf has, directly or indirectly, offered the Series 2017 Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

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

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

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

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

(r) Except for the Series 2010 Bonds, the Series 2014 Bonds, and the Series 2015 Bonds, at the time of the issuance and delivery of the Series 2017 Bonds, there will be no other obligations which have a lien on, or are secured by a pledge of, the Net Revenues or assets of the System.

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

(t) Upon the application of the proceeds of the Series 2017 Bonds in accordance with the Resolution and the Official Statement, the Refunded Bonds will no longer be outstanding under the resolutions pursuant to which they were issued.

SECTION 8. At 10:00 a.m., Central Time, on [_____], 2017 (the “Closing”), or at such other time or at such other date as shall have been mutually agreed upon by the Issuer and the Underwriter in writing, the Issuer will deliver, or cause to be delivered, to or upon the order of the Underwriter the Series 2017 Bonds, in definitive form, duly executed and authenticated, together with the other documents herein required, and the Underwriter will accept such delivery and pay the purchase price of the Series 2017 Bonds. Payment for the Series 2017 Bonds shall be made in immediately available funds by check or by bank wire transfer payable to the order of the Issuer (or as otherwise directed by the Issuer prior to the Closing). If, at the Closing, the Issuer fails to deliver the Series 2017 Bonds to the Underwriter as provided herein, or if, at the Closing, any of the conditions specified in Section 9 hereof shall not have been fulfilled to the satisfaction of the Underwriter, the Underwriter may

elect to be relieved of any further obligations under this Purchase Agreement without thereby waiving any other rights the Underwriter may have under this Purchase Agreement.

The Closing of the sale of the Series 2017 Bonds shall be held at the offices of Bass, Berry & Sims PLC, Nashville, Tennessee, except that physical delivery of the Series 2017 Bonds shall be made through the facilities of The Depository Trust Company ("DTC"). One Series 2017 Bond of each maturity shall be registered in the name of Cede & Co., as nominee of DTC.

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

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

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

(i) An opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached to the Official Statement as Appendix E, which opinion shall be attached to the Series 2017 Bonds.

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

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

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

(vi) A certificate of the Issuer, dated the date of Closing, signed by the Mayor of the Issuer in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the date of Closing, as if made on and as of the date of Closing; (B) the Issuer has performed all obligations on its part required to be performed under the Resolution and the Issuer Documents at or prior to the issuance of the Series 2017 Bonds; (C) the Issuer has satisfied all conditions under the Resolution to the issuance and delivery of the Series 2017 Bonds; (D) the Resolution is in full force and effect and has not been amended, modified, repealed or supplemented; and (E) the Issuer Documents are in the form approved in the Resolution.

(vii) A certificate of the Board, dated the date of Closing, signed by the President of the Board in form and substance satisfactory to the Underwriter, to the effect that (A) since June 30, 2016, no material and adverse change has occurred in the financial position of the System or results of operations of the System; (B) the Board has not, since June 30, 2016, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; (C) the Board will apply the proceeds from the sale of the Series 2017 Bonds as specified in the Resolution, the Official Statement and the Purchase Agreement; (D) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Board, threatened against or affecting the Board (or, to the knowledge of the Board, any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the existence or powers of the Board or the financial condition or results of operations of the System; (E) the information contained in the Preliminary Official Statement and in the Official Statement relating to the Board and the System is true and correct in all material respects and does not contain and any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (F) the financial statements of the System attached as Appendix C to the Official Statement and the summary financial information of the System set forth in Appendix D of the Official Statement under the caption “Summary of Operating Results” are complete and correct and present fairly the financial position of the System as of the dates indicated therein and the results of operations and changes in financial position for the periods specified therein, and such financial statements and summary information have been prepared in conformity with generally accepted accounting principles consistently applied throughout the periods presented.

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

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

(x) Evidence that Moody’s Investors Service, Inc. has issued a rating of “Aa2” for the Series 2017 Bonds and that such rating is in full force and effect as of the time of the Closing.

(xi) A specimen Series 2017 Bond.

(xii) A certificate executed by the appropriate officer of the Issuer, dated the date of Closing, to the effect that on the basis of facts and estimates set forth therein, (A) it is not expected that the proceeds of the Series 2017 Bonds will be used in a manner that would cause the Series 2017 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and applicable regulations thereunder and (B) to the best of the knowledge and belief of said officer, such expectations are reasonable.

(xiii) An executed counterpart of the Disclosure Certificate.

(xiv) A verification report of The Arbitrage Group, Inc.

(xv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance by

the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer, at or prior to the Closing, of all agreements then required to be performed and all conditions then required to be satisfied by the Issuer.

SECTION 10. The Underwriter shall have the right to cancel their obligations to purchase and accept delivery of the Series 2017 Bonds hereunder by notifying the Issuer, in writing, of its election to do so between the date hereof and the Closing if, on or after the date hereof and prior to the Closing:

(a) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body, or upon interest on obligations of the general character of the Series 2017 Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Series 2017 Bonds or the market price generally of obligations of the general character of the Series 2017 Bonds; or

(b) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by the Issuer, or any governmental body, department or agency of the State of Tennessee, or a decision by any court of competent jurisdiction within the State of Tennessee shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Series 2017 Bonds; or

(c) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Series 2017 Bonds under the Securities Act of 1933, as amended (the "1933 Act"), or the qualification of the Resolution under the Trust Indenture Act of 1939, as amended (the "TIA"), or it appears that the Underwriter, by selling the Series 2017 Bonds, would subject themselves to liability under any federal or state securities law or common law, including the 1933 Act, the 1934 Act or any state blue sky law; or

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

(e) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Series 2017 Bonds; or

(f) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or

governmental authority with respect to obligations of the general character of the Series 2017 Bonds or a general banking moratorium shall be declared by federal, Tennessee or New York authorities; or

(g) there shall have occurred any change in the financial condition or affairs of the Issuer or the System the effect of which is, in the judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Series 2017 Bonds on the terms and in the manner contemplated by the Official Statement; or

(h) the rating of the Series 2017 Bonds shall have been downgraded or withdrawn and the Underwriter determines that such downgrade or withdrawal materially adversely affects the market price of the Series 2017 Bonds; or

(i) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2017 Bonds or in any way contesting or questioning any authority for or the validity of the Series 2017 Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the Issuer taken with respect to the issuance and sale thereof; or

(j) the offering of the Series 2017 Bonds, on the terms and conditions contemplated by this Purchase Agreement and the Official Statement, shall be prohibited by any applicable law or governmental regulation or by order of any court, governmental authority, board, agency, or commission; or

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

(l) there shall have occurred any event other than those listed above the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse to make it impracticable or inadvisable to proceed with the offering of the Series 2017 Bonds on the terms and in the manner contemplated by the Official Statement.

SECTION 11. If the Issuer is unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2017 Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Sections 13 and 16 hereof, shall continue in full force and effect. The Underwriter may, in their discretion, waive any one or more of the conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

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

SECTION 13. (a) To the fullest extent permitted by applicable law, the Issuer agrees to indemnify and hold harmless the Underwriter against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which the Underwriter or the other persons described in subsection (b) below may become subject under: (i)

any federal or state securities laws or other statutory law or at common law or otherwise, caused by or arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or caused by any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact which would be necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (ii) the 1933 Act, the 1934 Act, the TIA, or the rules or regulations under said Acts, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon the failure to register the Series 2017 Bonds under the 1933 Act or to qualify the Resolution under the TIA.

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

(c) Within a reasonable time after an indemnified party under paragraphs (a) and (b) of this Section 13 shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which an indemnity may be claimed, such indemnified party shall, if a claim for indemnity in respect thereof is to be made against the Issuer under this Section 13, notify the Issuer in writing of the commencement thereof; but the omission to so notify the Issuer shall not relieve it from any liability that it may otherwise have to any indemnified party under applicable law other than pursuant to this Section 13. The Issuer shall be entitled to participate at its own expense in the defense, and if the Issuer so elects within a reasonable time after receipt of such notice, or all indemnified parties seeking indemnification in such notice so direct, the Issuer shall assume the defense of any suit brought to enforce any such claim, and in either such case, such defense shall be conducted by counsel chosen promptly by the Issuer and reasonably satisfactory to the indemnified party; provided, however, that if the defendants in any such action include such an indemnified party and the Issuer, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the Issuer or another defendant indemnified party, and which are likely to cause a conflict of interest between the Issuer and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and the Issuer shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by the Issuer. Nothing contained in this paragraph (c) shall preclude any indemnified party, at its own expense, if indemnity is available pursuant to paragraphs (a) or (b) of this Section 13, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the Issuer hereunder.

(d) If the indemnification provided for in paragraphs (a) and (b) of this Section 13 is unavailable to fully hold harmless and fully indemnify any indemnified party in respect of the losses, damages, expenses, liabilities, or claims (or actions in respect thereof) specified in paragraphs (a) and (b) of this Section 13 by reason of applicable law, then the Issuer, on the one hand, and the Underwriter, on the other hand, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, expenses, actions or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Underwriter on the other hand from the

offering of the Series 2017 Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Issuer on the one hand and the Underwriter on the other hand shall contribute to such amount paid or payable by the indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer on the one hand and the Underwriter on the other in connection with the statements or omissions that resulted in such losses, claims, damages, expenses, actions or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other hand shall be deemed to be in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriter hereunder (*i.e.*, the excess of the aggregate public offering price for the Series 2017 Bonds as set forth on the cover page of the Official Statement over the price to be paid by the Underwriter to the Issuer upon delivery of the Series 2017 Bonds as specified in Section 1 hereof) bears to the aggregate public offering price as described above, and the Issuer is responsible for the balance. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer on the one hand or the Underwriter on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

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

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

SECTION 15. All representations, warranties and agreements of the Issuer set forth in or made pursuant to this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2017 Bonds.

SECTION 16. The Issuer shall pay from its own funds or from proceeds of the Series 2017 Bonds, any expenses incident to the issuance of the Series 2017 Bonds, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Agreement, the Resolution, the Disclosure Certificate, the Preliminary Official Statement, the Official Statement, Blue Sky Memoranda and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, engraving, printing, execution and delivery of the definitive Series 2017 Bonds; (iii) the fees and disbursements of Bond Counsel, Counsel for the Issuer, Counsel for the Board, Counsel for the Underwriter, the accountants and any other experts and/or agents retained by the Issuer; (iv) the initial or acceptance fee of the Bond Registrar and Paying Agent; (v) any fees charged by rating

agencies for the proposed and/or received rating of the Series 2017 Bonds; (vi) any fees of the Municipal Securities Rulemaking Board (if the Issuer is permitted to pay such fees) and the Public Securities Association in connection with the issuance of the Series 2017 Bonds; (vii) the cost of obtaining a CUSIP number assignment for the Series 2017 Bonds; (viii) the cost of overnight funds and federal funds; the cost of qualifying the Series 2017 Bonds and determining their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of the Underwriter in connection with such qualification and determination and the preparation of Blue Sky Memoranda; (ix) the cost of preparing and publishing all advertisements relating to the Series 2017 Bonds upon commencement of the offering of the Series 2017 Bonds; and (x) the Underwriter's discount.

SECTION 17. This Purchase Agreement shall inure to the benefit of and be binding upon the Issuer and the Underwriter and their respective successors and assigns. Nothing in this Purchase Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 13 hereof, and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Purchase Agreement or any provision herein contained. This Purchase Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 13 hereof, and their respective successors, assigns and legal representatives, and for the benefit of no other person, firm or corporation. No one who purchases the Series 2017 Bonds from the Underwriter or other person or entity shall be deemed to be a successor merely by reason of such purchase.

SECTION 18. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2017 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), an agent or a fiduciary of the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Series 2017 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2017 Bonds.

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

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

SECTION 20. No recourse under or upon any obligation, indemnity, covenant or agreement contained in this Purchase Agreement or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by legal or equitable proceedings by virtue of any constitution or

statute or otherwise or under any circumstances, under or independent of this Purchase Agreement, shall be had against any trustee, director, member, commissioner, officer, employee or agent, as such, past, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or to the Underwriter or otherwise of any amount that may become owed by the Issuer hereunder. Any and all personal liability of every nature, whether at common law or in equity, or by statute or constitution or otherwise, of any trustee, director, member, commissioner, officer, employee or agent, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, the Underwriter or otherwise, of any amount that may become owed by the Issuer hereunder is hereby expressly waived and released as a condition of and in consideration for the execution of this Purchase Agreement.

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

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

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

Very truly yours,

WILEY BROS.-AINTREE CAPITAL, LLC

By: _____
Its:

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

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Kim McMillan
Mayor

SCHEDULE I

Series 2017 Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
----------------------	-------------------------	----------------------	--------------

Interest on the Series 2017 Bonds will be payable each March 1 and September 1, commencing March 1, 2018. The Series 2017 Bonds will be subject to optional redemption on or after September 1, 202[_] at a price of par plus accrued interest.

Exhibit A to Purchase Agreement

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[____], 2017

City of Clarksville
Clarksville, Tennessee

Wiley Bros.-Aintree Capital, LLC
Nashville, Tennessee

Re: \$[_____] City of Clarksville, Tennessee Electric System Revenue Refunding
 Bonds, Series 2017

To the Addressees:

We have acted as Bond Counsel in connection with the issuance of the above-referenced bonds (the "Series 2017 Bonds"). Terms used and not otherwise defined herein shall have the meaning set forth in the Official Statement hereinafter referred to.

In our capacity as Bond Counsel, we have examined the Preliminary Official Statement, dated [____], 2017 (the "Preliminary Official Statement") and the Official Statement, dated [____], 2017 (the "Official Statement"), relating to the Series 2017 Bonds, and such other documents, instruments and certificates of public officials as we have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

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

(1) No registration of the Series 2017 Bonds under the Securities Act of 1933, as amended, and no qualification of the Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with sale of the Series 2017 Bonds to the public.

(2) The information in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2017 BONDS," "SECURITY AND SOURCES OF PAYMENT OF THE SERIES 2017 BONDS," "TAX MATTERS," and Appendix A – Summary of Certain Provisions of the 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 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.

(3) The Bond Purchase Agreement, dated [_____], 2017 (the “Bond Purchase Agreement”), between Wiley Bros.-Aintree Capital, LLC and the City of Clarksville, Tennessee (the “Issuer”) has been duly authorized, executed and delivered by the Issuer and constitutes the legal, valid, binding and enforceable obligation of the Issuer.

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

Very truly yours,

Exhibit B to Purchase Agreement

FORM OF CLOSING OPINION OF COUNSEL FOR THE ISSUER

[_____], 2017

City of Clarksville
Clarksville, Tennessee

Wiley Bros.-Aintree Capital, LLC
Nashville, Tennessee

Re: \$[_____] City of Clarksville, Tennessee Electric System Revenue Refunding Bonds,
Series 2017

To the Addressees:

I have acted as counsel for the City of Clarksville, Tennessee (the “Issuer”) in connection with the issuance of the above-captioned bonds (the “Series 2017 Bonds”). In this capacity, I have examined such matters of law, documents, instruments and proceedings of the Issuer as I have considered necessary to render the opinions set forth below, including but not limited to the following:

(i) the resolution adopted by the Issuer on December 4, 2003, as supplemented on March 1, 2007, December 15, 2009, May 2, 2013, as ratified on December 4, 2014, and September 7, 2017 (collectively, the “Resolution”), authorizing the issuance and delivery of the Series 2017 Bonds;

(ii) the Preliminary Official Statement of the Issuer, dated [_____], 2017 (the “Preliminary Official Statement”) and the Official Statement of the Issuer, dated [_____], 2017 (the “Official Statement”);

(iii) the Bond Purchase Agreement, dated [_____], 2017 (the “Purchase Agreement”), between the Issuer and Wiley Bros.-Aintree Capital, LLC;

(iv) the Refunding Escrow Agreement, dated [_____], 2017 (the “Refunding Escrow Agreement”), between the Issuer and [_____], Nashville, Tennessee; and

(v) the Disclosure Certificate, dated [_____], 2017 (the “Disclosure Certificate”).

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

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

(a) The Issuer is a duly created and validly existing municipal corporation of the State of Tennessee with full power and authority to (i) adopt the Resolution and perform its obligations under the Resolution; (ii) issue, execute, deliver and perform its obligations under Series 2017 Bonds; (iii) execute, deliver and perform its obligations under the Purchase Agreement, the Refunding Escrow Agreement and the Disclosure Certificate (collectively, the "Issuer Documents"); (iv) execute and distribute the Official Statement; and (v) carry out and consummate the transactions contemplated on its part by the Issuer Documents and the Official Statement.

(b) The Series 2017 Bonds have been duly authorized, executed and delivered by the Issuer.

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

(d) Except for the Series 2010 Bonds, the Series 2014 Bonds, the Series 2015 Bonds, and the Series 2017 Bonds, there are no other obligations of the Issuer that have a lien on the Net Revenues of the System.

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

(f) The adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2017 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its properties is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties.

(g) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Issuer as of the date hereof in connection with the ownership and operation of the System, the adoption of the Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Series 2017 Bonds, the execution, delivery and performance of its obligations under the Issuer Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of the transactions contemplated on its part by the Issuer Documents and the Official Statement have been, or will have been at the Closing, duly obtained and remain in full force and effect, except that no opinion is given with respect to any applicable state securities or "Blue Sky" laws.

(h) After reasonable inquiry, there is no action, suit, litigation, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body, pending or, to my knowledge, threatened, (i) affecting the existence of the Issuer or the titles of its officers to their respective offices; (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2017 Bonds; (iii) affecting the ability of the Issuer to operate and maintain the System and to collect revenues generally or other moneys pledged or to be pledged to pay the principal of and

interest on the Series 2017 Bonds; or (iv) wherein an unfavorable decision, ruling or finding would adversely affect the (A) powers of the Issuer; (B) validity or enforceability of the Resolution, the Series 2017 Bonds, the Issuer Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Issuer Documents and the Official Statement; (C) security for the Series 2017 Bonds; or (D) financial condition of the Issuer or the System.

The enforceability of the Resolution, the Series 2017 Bonds and the Issuer Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

Very truly yours,

Exhibit C to Purchase Agreement

FORM OF CLOSING OPINION OF COUNSEL FOR THE BOARD

[____], 2017

Clarksville Electric Power Board
Clarksville, Tennessee

Wiley Bros.-Aintree Capital, LLC
Nashville, Tennessee

Re: \$[_____] City of Clarksville, Tennessee Electric System Revenue Refunding Bonds,
Series 2017

To the Addressees:

I have acted as counsel for the Clarksville Electric Power Board (the "Board") in connection with the issuance of the above-captioned bonds (the "Series 2017 Bonds"). In this capacity, I have examined such matters of law, documents, instruments and proceedings of the Board as we have considered necessary to render the opinions set forth below, including but not limited to, the Preliminary Official Statement of the City of Clarksville, Tennessee (the "Issuer"), dated [____], 2017 (the "Preliminary Official Statement") and the Official Statement of the Issuer, dated [____], 2017 (the "Official Statement").

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

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

(a) After reasonable inquiry, there is no action, suit, litigation, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body, pending or, to my knowledge, threatened, (i) affecting the existence of the Board, or the titles of its officers to their respective offices; (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2017 Bonds; or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (A) powers of the Board or (B) financial condition of the System.

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

Very truly yours,

Exhibit D to Purchase Agreement

CITY OF CLARKSVILLE, TENNESSEE
ELECTRIC SYSTEM REVENUE REFUNDING BONDS, SERIES 2017

ISSUE PRICE CERTIFICATE

The undersigned (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** For each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public on the Sale Date is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price-Maturities.***

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement for the Bonds, the Underwriter has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”). Pursuant to such agreement, the Underwriter did not offer or sell any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at a price that is no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Clarksville, Tennessee.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Regulatory Underwriter or a related party to a Regulatory

Underwriter. A purchaser of any of the Bonds is a “related party” to a Regulatory Underwriter if the Regulatory Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____], 2017.

(h) *Regulatory Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bass, Berry & Sims PLC, Bond Counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2017

WILEY BROS.—AINTREE CAPITAL, LLC

By:_____

Name:_____

Schedule A

Sale Prices

General Rule Maturities

___ Not Applicable

___ Maturities Listed Below

[Insert pricing table for General Rule Maturities]

Hold-the-Offering-Price Rule Maturities

___ Not Applicable

___ Maturities Listed Below

[Insert pricing table for Hold-the-Offering-Price Rule Maturities]

Schedule B

Pricing Wire or Equivalent Communication

____ Not applicable, because there are no Hold-the-Offering-Price Maturities

____ Attached

EXHIBIT B

Refunding Escrow Agreement

CITY OF CLARKSVILLE, TENNESSEE

\$_____ ELECTRIC SYSTEM REVENUE REFUNDING BONDS, SERIES 2017

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the ____ day of _____, 2017, by and between the City of Clarksville, Tennessee (the "Issuer"), and _____, _____, _____ (the "Agent").

W I T N E S S E T H:

WHEREAS, the Issuer has previously authorized and issued its outstanding Municipality's Electric System Revenue Bonds, Series 2010A, dated January 27, 2010, maturing [September 1, 2021 through September 1, 2035, inclusive (the "Outstanding Bonds"); and

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

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Issuer has authorized and issued its Electric System Revenue Refunding Bonds, Series 2017, dated _____, 2017 (the "Refunding Bonds"); and

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

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

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

DIVISION I

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

DIVISION II

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

DIVISION III

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

DIVISION IV

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

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

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

ARTICLE I

DEFINITIONS AND CONSTRUCTION

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

"Agent" means _____, _____, _____, its successors and assigns;

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

"Bond Resolution" means the resolution authorizing the Refunding Bonds that was adopted by the City Council of the Issuer on _____, 2017;

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

"Issuer" means City of Clarksville, Tennessee;

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

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

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

"Outstanding Bonds" means the Issuer's outstanding Electric System Revenue Bonds, Series 2010A, dated January 27, 2010, maturing [September 1, 2021 through September 1, 2035, inclusive];

"Refunding Bonds" means the Issuer's outstanding Electric System Revenue Refunding Bonds, Series 2017, dated _____, 2017; and

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

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

ARTICLE II ESTABLISHMENT AND ADMINISTRATION OF FUNDS

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

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

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

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

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

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

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

Section 2.05 Reports. The Agent shall deliver to the Director of Finance of the Municipality, within 90 days of the close of the Issuer's fiscal year, a report current as of the end of such fiscal year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Issuer and which also shall set forth all assets in the Escrow Fund as of the end of such fiscal year and set forth opening and closing balances thereof for that fiscal year. The Agent shall also deliver to the Director of Finance, within 90 days following the final disposition of funds herefrom, a report summarizing all transactions relating to the Escrow Fund effected during the term hereof.

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

and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

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

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

ARTICLE III CONCERNING THE AGENT

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

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

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

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the

Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

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

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

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

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

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

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

be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

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

Section 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.08 hereof and shall fail to resign after written request therefor by the Issuer or by the holders of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or such bondholder may petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

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

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

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

appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.08 hereof.

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

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

ARTICLE IV MISCELLANEOUS

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

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

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

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

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

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

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

To the Issuer:

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

To the Agent:

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

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

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

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

(signature page follows)

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

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Mayor

(SEAL)

City Clerk

as Escrow Agent

By: _____
Title:

By: _____
Title:

EXHIBIT A

City of Clarksville, Tennessee

Debt Service Schedule of Electric System Revenue Bonds, Series 2010A, dated January 27, 2010, maturing [September 1, 2021 through September 1, 2035, inclusive, to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Redemption

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

Paying Agent: _____

EXHIBIT B

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

Amount

Interest Rate

Maturity Date

Issue Date

Total Cost of Securities: \$ _____

Initial Cash Deposit: \$ _____



**STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE & LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986**

August 22, 2017

Honorable Kim McMillan, Mayor
and Honorable City Council
City of Clarksville
City Hall, One Public Square
Clarksville, TN 37040

Dear Mayor McMillan and Members of the Council:

This letter, report, and plan of refunding (the "Plan"), are to be posted on the website of the City of Clarksville (the "City"). Please make these documents available to the public and provide a copy of this report to each member of the Governing Body and present it at the next meeting of the Board of Aldermen.

This letter acknowledges receipt on August 7, 2017, of the City's request to review its Plan to issue an estimated \$26,165,000 Electric System Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), to advance refund an estimated \$25,715,000 Electric System Revenue Bonds, Series 2010A (the "Series 2010A Bonds") maturing September 1, 2021 through September 1, 2035.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

Balloon Indebtedness

The City determined the structure of the Series 2017 Refunding Bonds presented in the Plan is balloon indebtedness and therefore, submitted a separate request for approval of a plan of balloon indebtedness in conjunction with its request for the review of the Plan. Approval of the Director of the Office of State and Local Finance is required prior to the City adopting the resolution authorizing the issuance of balloon indebtedness.

The City's plan of balloon indebtedness was approved by our office in a separate letter dated August 22, 2017.

City's Proposed Refunding Objective

The City indicated the purpose of the refunding is to achieve debt service savings and shorten the life of the debt.

Compliance with the City's Debt Management Policy

The City provided a copy of its debt management policy, and within forty-five days (45) of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy.

The City drafted an amendment to its Debt Management Policy to include a Balloon Debt Management Plan that discusses the City's goals to manage, reduce, and mitigate its current existing balloon debt. The amendment is scheduled to be approved prior to the resolution authorizing the issuance of the Series 2017 Refunding Bonds. The resolution authorizing the issuance of the Series 2017 Refunding Bonds cannot be approved until the amendment is approved by the Board.

Financial Information for the Year Ended June 30, 2016 - Clarksville Department of Electricity

The proposed Series 2017 Bonds will be secured only by the revenues of the City's Department of Electricity ("CDE") on parity with CDE's unrefunded Series 2010A Electric System Revenue Bonds, outstanding Series 2014 Electric System Revenue Refunding Bonds and outstanding Series 2015 Electric System Revenue Refunding Bonds.

For the fiscal year ended June 30, 2016, CDE reported total operating income of \$19,142,644; \$15,641,416 for its Electric Division and \$3,501,228 for its Broadband Division. CDE also reported a total of \$12,002,314 positive change in net position; \$8,713,740 for the Electric Division and \$3,288,574 for the Broadband Division. For fiscal year 2015, CDE reported a total of \$10,510,763 positive change in net position for its Electric and Broadband Divisions in the amounts of \$8,539,538 and \$1,971,225, respectively. CDE's total debt service payments for fiscal year 2016 were \$5,979,649, consisting of principal payments of \$2,606,098 and interest payments of \$3,373,551.

Financial Professionals

The City indicated PFM Financial Advisors, LLC, is its municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The Plan was prepared by the City with the assistance of its municipal advisor.

Report of the Review of a Plan of Refunding

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this office. At that time, we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, regarding the report currently being issued by this office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our office that the plan of refunding which has been submitted is no longer valid.

We recognize that the information provided in the plan submitted to our office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to ensure that this office and officials of the local government are aware of any significant changes that occur regarding the issuance of the proposed indebtedness.

Report on Debt Obligation

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to StateandLocalFinance.PublicDebtForm@cot.tn.gov. No public entity may enter into

additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of Form CT-0253 can be found at <http://www.comptroller.tn.gov/sl/pubdebt.asp>.

If you should have any questions regarding this information, or we may be of further assistance, please feel free to call.

Sincerely,



Sandra Thompson
Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Brian Taylor, General Manager, Clarksville Department of Electricity
Mr. Josh McCoy, Director, Public Financial Management, Inc.
Ms. Julianne Graham, Wiley Bros.
Mr. Jeff Oldham, Esq., Bass Berry & Sims

Enclosures: Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE
BY THE CITY OF CLARKSVILLE, TENNESSEE OF
ELECTRIC SYSTEM REVENUE REFUNDING BONDS, SERIES 2017**

The City of Clarksville (the "City") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding the issuance of an estimated \$26,165,000 Electric System Revenue Refunding Bonds, Series 2017 (the "Refunding Bonds"), to advance refund an estimated \$25,715,000 Electric System Revenue Bonds, Series 2010A (the "Series 2010A Bonds") maturing September 1, 2021 through September 1, 2035.

This report must be presented to the governing body. The Plan was prepared with the assistance of the City's municipal advisor. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this office. This report provides no assurances of the reasonableness of the underlying assumptions. The Refunding Bonds may be issued with a structure different to that of the Plan. The City provided a copy of its debt management policy.

Balloon Indebtedness

The City determined the structure of the Series 2017 Refunding Bonds presented in the Plan is balloon indebtedness and therefore, submitted a separate request for approval of a plan of balloon indebtedness in conjunction with its request for the review of the Plan. Approval of the Director of the Office of State and Local Finance is required prior to the City adopting the resolution authorizing the issuance of balloon indebtedness.

The City's plan of balloon indebtedness was approved by our office in a separate letter dated August 22, 2017.

City's Proposed Refunding Objective

The City indicated the purpose of the refunding is to achieve debt service savings and shorten the life of the debt.

Financial Information for the Year Ended June 30, 2016 - Clarksville Department of Electricity

The proposed Series 2017 Bonds will be secured only by the revenues of the City's Department of Electricity ("CDE") on parity with CDE's unrefunded Series 2010A Electric System Revenue Bonds, outstanding Series 2014 Electric System Revenue Refunding Bonds and outstanding Series 2015 Electric System Revenue Refunding Bonds.

For the fiscal year ended June 30, 2016, CDE reported total operating income of \$19,142,644; \$15,641,416 for its Electric Division and \$3,501,228 for its Broadband Division. CDE also reported a total of \$12,002,314 positive change in net position; \$8,713,740 for the Electric Division and \$3,288,574 for the Broadband Division. For fiscal year 2015, CDE reported a total of \$10,510,763 positive change in net position for its Electric and Broadband Divisions in the amounts of \$8,539,538 and \$1,971,225, respectively. CDE's total debt service payments for fiscal year 2016 were \$5,979,649, consisting of principal payments of \$2,606,098 and interest payments of \$3,373,551.

Refunding Analysis

- The results of the refunding assume that an estimated \$26,165,000 Refunding Bonds will be sold by negotiated sale and priced with a premium.
- The Refunding Bonds are expected to produce \$2,929,813 in net present value savings, or 11.39% of the Series 2010A Bonds.
- Savings will be achieved by lowering the average coupon from 4.96% for the Series 2010A Bonds to 3.89% for the Refunding bonds, and by shortening the life of the debt by one year to fiscal year 2035.
- Estimated cost of issuance of the Refunding Bonds is \$308,825 or \$11.80 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance of the 2017 Refunding Bonds

	Price per \$1,000	
	Amount	Bond
Estimated Underwriter's Discount	\$ 130,825	\$ 5.00
Underwriter's Counsel	30,000	1.15
Bond Counsel	50,000	1.91
Municipal Advisor	55,000	2.10
Rating Agency	32,000	1.22
Other Expenses	11,000	0.42
Total Cost of Issuance	\$ 308,825	\$ 11.80

The City indicated PFM Financial Advisors, LLC, is its municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The Plan was prepared by the City with the assistance of its municipal advisor.

This report of the Office of State and Local Finance does not constitute approval or disapproval by our office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this office for review.



Sandra Thompson
Director of the Office of State and Local Finance
Date: August 22, 2017

ORDINANCE 12-2017-18

AN ORDINANCE AMENDING THE OFFICIAL CODE, TITLE 12, CHAPTER 12, RELATIVE TO ADMINISTRATIVE PROCESSING FEE FOR DESIGNATION OF PUBLIC PROPERTY

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

That the Official Code of the City of Clarksville, Tennessee, Title 12, “Streets and Other Public Ways and Places,” Chapter 12, “Designations Committee; Streets and Public Place Designations,” Sec. 12-1212, “Application filing procedure and administrative fee” is hereby amended by adding the following language as the second sentence of Sec. 12-1212:

If the designations request is denied, one hundred twenty five dollars (\$175.00) will be refunded to the applicant within sixty (60) days from the date of denial.

BE IT FURTHER ORDAINED that Section 12-1214, “Evaluation of application,” is hereby amended by adding the following language identified as paragraph (d):

Any application that is not fully completed will not be accepted.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 13 -2017-2018

WHEREAS, pursuant to Ordinance 41-1998-99, and Tennessee Code Annotated Section 7-84-501 et. seq., the City previously created a “central business improvement district (*see* Tenn. Code Ann. Section 7-84-510);

WHEREAS, pursuant to Ordinance 41-1998-99, and Tenn. Code Ann. Section 7-84-501 et. seq., the City also previously created, authorized, and appointed a “district management corporation,” formally known as the “Clarksville CBID District Management Corporation of 1999,” and doing business as the “Downtown District Partnership,” which d/b/a name was later changed to the “Two Rivers Company,” to act as an advisory board for the purpose of making recommendations for the use of special assessment revenues and for the purpose of administering activities within and for the district, the making of improvements within and for the district, and the provision of services and projects within and for the district (*see* Tenn. Code Ann. Section 7-84-519); and

WHEREAS, there is no legal requirement to have a “district management corporation,” as the governing body of the municipality (the City Council) may exercise all of the powers of such a body, as is provided by the City Charter and the by the “Central Business Improvement District Act of 1990,” codified at Tenn. Code Ann. Section 7-84-501, et. seq., (*see* Tenn. Code Ann. Section 7-84-520); and

WHEREAS, the City Council finds it to be in the best interests of City residents / taxpayers for the governing body of the City (the City Council) to exercise direct authority and control over spending of City taxpayer funds and administering activities, making improvements, and providing public City services or public projects, within and for the “central business improvement district,” and to repeal the designation of the “Clarksville CBID District Management Corporation of 1999” (d/b/a “Two Rivers Company”) as the “district management corporation” for the “central business improvement district;” and

WHEREAS, this action will not dissolve or affect the legal existence of the Two Rivers Company as a private non-profit corporation, and further, will not affect any monies previously appropriated through adoption of any prior budget ordinance previously approved by the City Council.

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

- (1) That the Official Code of the City of Clarksville, Part II, Title 12 (Streets and Other Public Ways and Places), Chapter 9 (Central Business Improvement District) be amended to repeal the following sections:

12-905 - District management corporation

12-906 - Scope of authority

12-907 - Meetings, records

12-908 - Appeals to decisions of district management corporation board.

- (2) That the funds previously appropriated by the City Council for the benefit of the Two Rivers Company shall continue to be available for reimbursement of qualified expenses of the Two Rivers Company in its activities as a private non-profit corporation.

FIRST READING:

SECOND READING:

PUBLICATION DATE:

RESOLUTION 7-2017-18

A RESOLUTION TO APPROVE A DONATION OF CITY OWNED REAL PROPERTY TO THE TWO RIVERS COMPANY

WHEREAS, the City, owns two tracts of land situated located on south 2nd Street, and being more particularly described in Exhibit A and Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the City Council finds it to be in the best interest of the City to declare said tracts of land as surplus real property, and to donate said tracts of land to the Two Rivers Company; and

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

That the City Council hereby approves and authorizes the donation of two tracts of City owned real property, more particularly described in Exhibits A and B, attached hereto and incorporated herein, to the Two Rivers Company.

POSTPONED: August 3, 2017
ADOPTED:

RESOLUTION 11-2017-18

A RESOLUTION AUTHORIZING A RIGHT OF ENTRY AND CONSTRUCTION PERMIT FOR THE TENNESSEE VALLEY AUTHORITY ONTO CERTAIN CITY-OWNED PROPERTY (FRANKLIN STREET & ARROW LANE)

- WHEREAS*, the City of Clarksville, for the benefit of the Clarksville Department of Electricity, owns certain property located adjacent to Franklin Street, being Map & Parcel Number 66E-E-2.00, and property located adjacent to Arrow Lane, being Map & Parcel Number 63-12.00, the same being used for the purpose of power transmission lines;
- WHEREAS*, the Tennessee Valley Authority (hereinafter, "TVA") requires certain transmission line easements on the above described property relating to certain transmission line improvements;
- WHEREAS*, while the parties are in the process of negotiation regarding the purchase of said easements, TVA requests a right of entry onto the property and permit to proceed with construction, which right and permit shall not in any way hinder or interfere with the rights of the City of Clarksville in and to the property pending purchase, to include any and all available rights and remedies under the eminent domain and other laws of the State and the United States; and
- WHEREAS*, the Clarksville City Council finds it is in the best interests of the City and its citizens that this right of entry be granted to TVA, pending purchase of the above-noted easement, so that transmission line improvements may begin forthwith.

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

That the Clarksville City Council hereby authorizes the granting of a right of entry and construction permit to TVA and, further, that any and all necessary forms required to effectuate said grant be executed by the Mayor after approval of the City Attorney.

ADOPTED: