



**CLARKSVILLE CITY COUNCIL
REGULAR SESSION
NOVEMBER 2, 2017, 7:00 P.M.**

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

AGENDA

PUBLIC COMMENTS:

- 6:55 p.m. Louis Marshall

1) CALL TO ORDER

- 2) PRAYER:** *Pastor Kathy Walker, New Jerusalem Five Fold Ministry*
Guest of Councilwoman Wanda Smith (Ward 6)

PLEDGE OF ALLEGIANCE: *Councilwoman Wanda Smith (Ward 6)*

3) ATTENDANCE

4) SPECIAL RECOGNITIONS

5) PLANNING COMMISSION: PUBLIC HEARING AND FIRST READING

- 1. ORDINANCE 26-2017-18** Amending the Zoning Ordinance and Map of the City of Clarksville, application of MKP Partnership, Wayne Wilkinson-Agent, for zone change on property north of Dover Road, east of Magnolia Drive, west of Rosehill Drive, and south of Zinnia Drive from R-1 Single Family Residential District to C-5 Highway & Arterial Commercial District *(RPC: Approval/Approval)*

2. **ORDINANCE 27-2017-18** Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mildred Johnson, Keith D. Lampkin-Agent, for zone change on property at the intersection of Woodland Street and Greenwood Avenue from C-1 Neighborhood Commercial District to R-3 Three Family Residential District *(RPC: Approval/Approval)*

3. **ORDINANCE 28-2017-18** Amending the Zoning Ordinance and Map of the City of Clarksville, application of Clarksville Cc Group, LLC, John Hadley-Agent, for zone change on property west of Fairway Drive, north of Memorial Drive, and east of Georgetown Road from E-1 Estate District to R-4 Multiple Family Residential District *(RPC: Approval/Approval)*

6) 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 9-2017-18** (Second Reading) Amending the Official Code relative to retiree health benefits

2. **ORDINANCE 18-2017-18** (Second Reading) Authorizing grant of transmission line easements to Tennessee Valley Authority [Franklin Street & Arrow Lane]

3. **ORDINANCE 19-2017-18** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Robert E. White, Jason Daugherty-Agent, for zone change on property at the intersection of Whitfield Road and Needmore Road from AG Agricultural District to C-2 General Commercial District

4. **ORDINANCE 20-2017-18** (Second Reading) Amending the FY17 Capital Projects budget to add funding to acquire and demolish the Embassy House property

5. Adoption of Minutes: October 5th

6. Approval of Board Appointments:

Human Relations Commission: JoAnn Latz - July 2017 through June 2020

7) FINANCE COMMITTEE

Jeff Burkhart, Chair

1. **ORDINANCE 21-2017-18** Amending the 2017-18 Operating and Capital Budget for the Parking Commission for engineering and building repairs and maintenance for the Cumberland Garage *(Finance Committee: Approval)*

2. **ORDINANCE 22-2017-18** Amending the 2017-18 Operating and Capital Budget for Liberty Park remediation [Freedom Point] *(Finance Committee: Approval)*

3. **ORDINANCE 23-2017-18** Amending the 2017-18 Operating and Capital Budget for grant and matching funds for body worn cameras (*Finance Committee: Approval*)

4. **ORDINANCE 24-2017-18** Approving a PILOT program for Clarksville Housing Authority (South Central Village) (*Finance Committee: Approval*)

5. **ORDINANCE 25-2017-18** Accepting donation of property from the Estate of Spencer Pickering Johnson for CDE (*Finance Committee: Approval*)

6. **RESOLUTION 13-2017-18** Authorizing issuance, sale, and payment of not to exceed \$6,500,000 capital outlay notes and levying ad valorem taxes for payment of the notes for purchase of property for an athletic complex (*Finance Committee: Approval*)

8) GAS & WATER COMMITTEE

Bill Powers, Chair

1. Department Report

9) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

1. Department Report

10) PARKS & RECREATION

Valerie Guzman, Chair

1. Department Report

11) PUBLIC SAFETY COMMITTEE

Geno Grubbs, Chair

1. Department Reports

12) STREETS & GARAGE COMMITTEE

Mike Alexander, Chair

1. Department Reports

13) TRANSPORTATION COMMITTEE

Ron Erb

1. Department Report

14) NEW BUSINESS

1. **ORDINANCE 12-2017-18** (First Reading; Postponed October 5th) Amending the Official Code relative to application fees for public designation (*Councilman Chandler; Councilman Allen*)

15) MAYOR AND STAFF REPORTS

16) ADJOURNMENT

CITY ZONING ACTIONS

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

CITY ORD. #: 26-2017-18 RPC CASE NUMBER: Z-17-2017

Applicant: M K P PARTNERSHIP

Agent: Wayne P. Wilkinson

Location: Property located north of Dover Road, East of Magnolia Drive, West of Rosehill Drive, South of Zinnia Drive.

Ward #: 2

Request: R-1 Single-Family Residential District
to
C-5 Highway & Arterial Commercial District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 27-2017-18 RPC CASE NUMBER: Z-18-2017

Applicant: MILDRED JOHNSON

Agent: Keith D. Lampkin

Location: Property fronting on the south frontage of Woodland Street, 200 +/- feet east of the Greenwood Avenue and Woodland Street intersection.

Ward #: 6

Request: C-1 Neighborhood Commercial District
to
R-3 Three Family Residential District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 28-2017-18 RPC CASE NUMBER: Z-19-2017

Applicant: CLARKSVILLE CC GROUP, L L C C/O JOHN HADLEY

Location: Portion of property located west of Fairway Drive, North of Memorial Drive, and east of Georgetown Road.

Ward #: 11

Request: E-1 Single-Family Estate District
to
R-4 Multiple-Family Residential District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

LARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE 10/25/2017

CASE NUMBER: Z - 17 - 2017

NAME OF APPLICANT: M K P

Partnership

AGENT: Wayne P.

Wilkinson

GENERAL INFORMATION

RESENT ZONING: R-1

PROPOSED ZONING: C-5

EXTENSION OF ZONE

CLASSIFICATION: NO

APPLICANT'S STATEMENT To allow for the development of a self service storage facility.
FOR PROPOSED USE:

PROPERTY LOCATION: Property located north of Dover Road, East of Magnolia Drive, West of Rosehill Drive, South of Zinnia Drive.

ACREAGE TO BE REZONED: 4.9

DESCRIPTION OF PROPERTY Wooded tract with varying topography.
AND SURROUNDING USES:

GROWTH PLAN AREA:

CITY

TAX PLAT: 054-A-D

PARCEL(S): 009.00

CIVIL DISTRICT: 8

CITY COUNCIL WARD: 2

COUNTY COMMISSION DISTRICT: 11

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:

Traffic Assessment Submitted & Accepted By The Clarksville Street Dept.

3.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

4.

3. DRAINAGE COMMENTS:

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELLSOUTH:

7.

6. FIRE DEPT/EMERGENCY MGT.:

Comments Received From Department And They Had No Concerns.

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

7. POLICE DEPT/SHERIFF'S OFFICE:

Comments Received From Department And They Had No Concerns.

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

9.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

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: CITY

ACCESSIBILITY: MAGNOLIA DR., ZINNIA DR., ROSEHILL DR.

DRAINAGE:
NORTH

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

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

STAFF RECOMMENDATION: **APPROVAL**

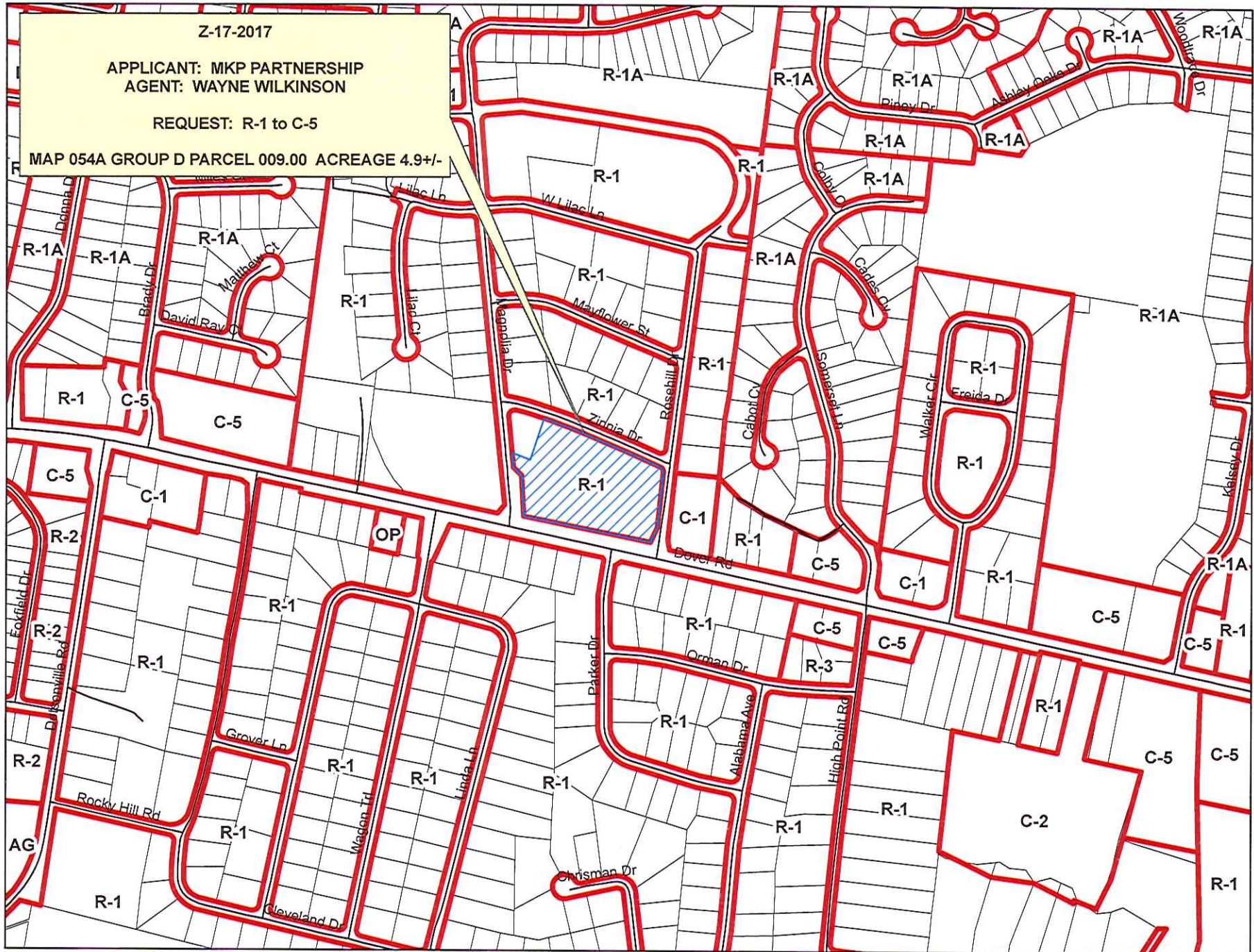
1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. Property fronts along an arterial highway & the area has a mixture of established commercial districts & residential districts along the corridor.
- 4.
- 5.

Z-17-2017

APPLICANT: MKP PARTNERSHIP
AGENT: WAYNE WILKINSON

REQUEST: R-1 to C-5

MAP 054A GROUP D PARCEL 009.00 ACREAGE 4.9+/-



CASE NUMBER: Z 17 2017 MEETING DATE 10/25/2017

APPLICANT: M K P Partnership

PRESENT ZONING R-1 PROPOSED ZONING C-5

TAX PLAT # 054-A-D PARCEL 009.00

GEN. LOCATION Property located north of Dover Road, East of Magnolia Drive, West of Rosehill Drive, South of Zinnia Drive.

PUBLIC COMMENTS

None received as of 9:45 on 10/25/2017 (jhb).

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 10/25/2017

CASE NUMBER: Z - 18 - 2017

NAME OF APPLICANT: Mildred

Johnson

AGENT: Keith D.

Lampkin

GENERAL INFORMATION

PRESENT ZONING: C-1

PROPOSED ZONING: R-3

EXTENSION OF ZONE

CLASSIFICATION: YES

APPLICANT'S STATEMENT House is being reconstructed under the City of Clarksville's CDBG program.

FOR PROPOSED USE: Proper zone classification is needed.

PROPERTY LOCATION: Property fronting on the south frontage of Woodland Street, 200 +/- feet east of the Greenwood Avenue and Woodland Street intersection.

ACREAGE TO BE REZONED: 0.11 +/-

DESCRIPTION OF PROPERTY Small residential lot with single family home and outbuildings.
AND SURROUNDING USES:

GROWTH PLAN AREA:

CITY

TAX PLAT: 066-N-G

PARCEL(S): 014.00

CIVIL DISTRICT: 12

CITY COUNCIL WARD: 6

COUNTY COMMISSION DISTRICT: 5

PREVIOUS ZONING HISTORY:

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

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

2.

1a. COST TO ENGINEER/UTILITY DISTRICT:

Comments Received From Department And They Had No Concerns.

2. STREET DEPARTMENT/

COUNTY HIGHWAY DEPARTMENT:

3.

2a. COST TO STREET/HIGHWAY DEPT.:

Comments Received From Department And They Had No Concerns.

3. DRAINAGE COMMENTS:

4.

3a. DRAINAGE COST:

5.

4. CDE/CEMC:

4a. COST TO CDE/CEMC:

6.

5. CHARTER COMM./BELL SOUTH:

5a. COST TO CHARTER AND/OR BELLSOUTH:

7.

Comments Received From Department And They Had No Concerns.

6. FIRE DEPT/EMERGENCY MGT.:

6a. COST FIRE DEPT/EMERGENCY MGT.:

8.

Comments Received From Department And They Had No Concerns.

7. POLICE DEPT/SHERIFF'S OFFICE:

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

9.

Comments Received From Department And They Had No Concerns.

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

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

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

11.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON Minimal
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: WOODLAND 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:

South Clarksville Planning Area - South Clarksville is dominated by residential development but is ringed by commercial and light industrial uses. It is near the core of the city and has a well developed transportation network for destinations within its boundaries and other areas of the city. Sufficient infrastructure to support high density development.

STAFF RECOMMENDATION: **APPROVAL**

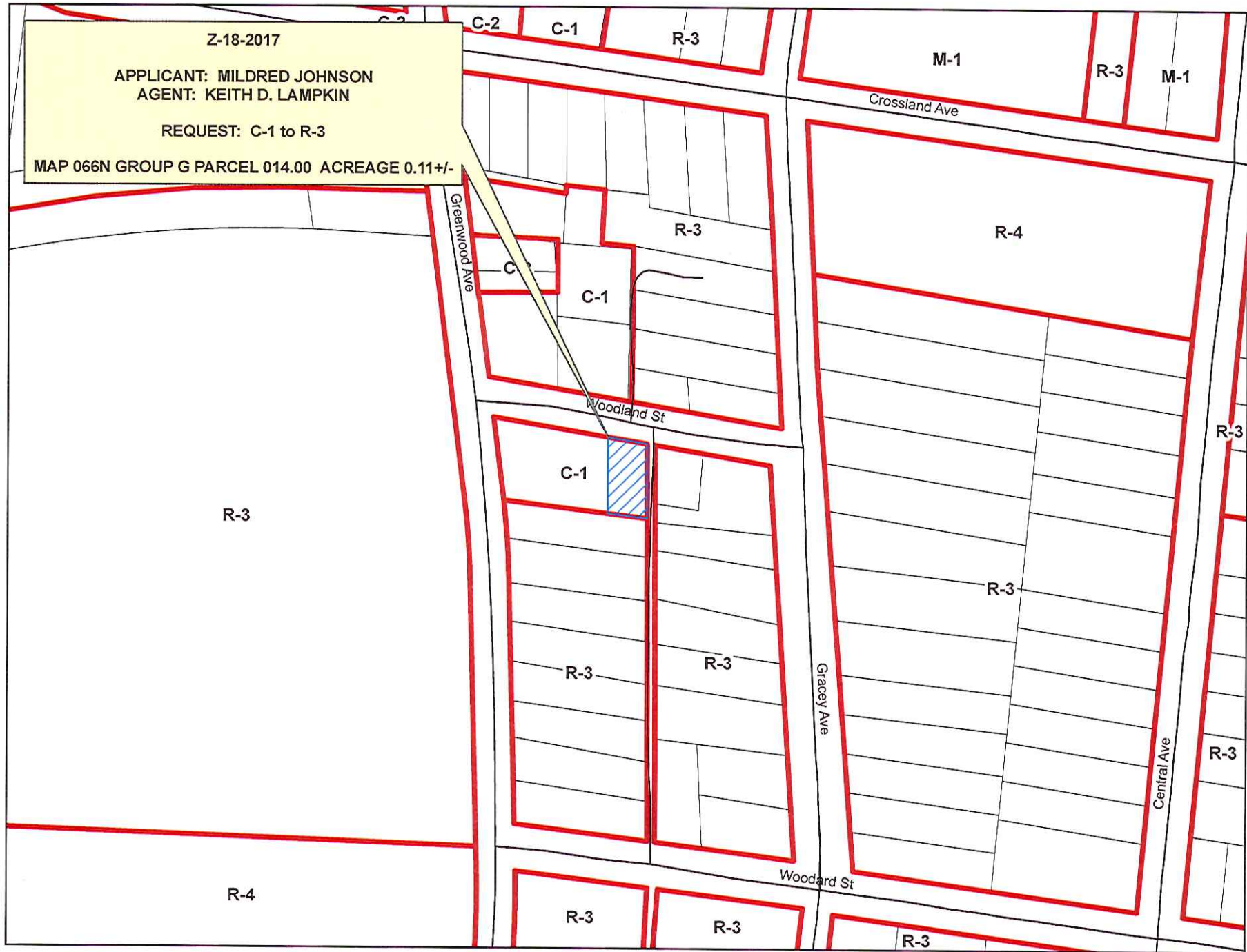
1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. Approval of the R-3 request will permit existing single family use to remain during demolition/renovation of existing structure.
4. Request is an extension of the established R-3 Zoning District.
- 5.

Z-18-2017

APPLICANT: MILDRED JOHNSON
AGENT: KEITH D. LAMPKIN

REQUEST: C-1 to R-3

MAP 066N GROUP G PARCEL 014.00 ACREAGE 0.11+/-



CASE NUMBER: Z 18 2017 MEETING DATE 10/25/2017

APPLICANT: Mildred Johnson

PRESENT ZONING C-1

PROPOSED ZONING R-3

TAX PLAT # 066-N-G

PARCEL 014.00

GEN. LOCATION Property fronting on the south frontage of Woodland Street, 200 +/- feet east of the Greenwood Avenue and Woodland Street intersection.

PUBLIC COMMENTS

10-24-2017- Gibbs Electric- Has concerns as to why the home has been demolished prior to the zoning meeting.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

STAFF REVIEW - ZONING

RPC MEETING DATE: 10/25/2017

CASE NUMBER: Z - 19 - 2017

NAME OF APPLICANT: Clarksville Cc Group, C/o John Hadley

AGENT:

GENERAL INFORMATION

PRESENT ZONING: E-1

PROPOSED ZONING: R-4

EXTENSION OF ZONE

CLASSIFICATION: NO

APPLICANT'S STATEMENT Development of 20-25 condominium units around existing clubhouse on golf
FOR PROPOSED USE: course.

PROPERTY LOCATION: Portion of property located west of Fairway Drive, North of Memorial Drive, and east of Georgetown Road.

ACREAGE TO BE REZONED: 3.77

DESCRIPTION OF PROPERTY Golf Course & Country Club Complex
AND SURROUNDING USES:

GROWTH PLAN AREA:

CITY TAX PLAT: 064-I-G

PARCEL(S): 020.00

CIVIL DISTRICT: 11

CITY COUNCIL WARD: 11

COUNTY COMMISSION DISTRICT: 21

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:

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:

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.:

7. POLICE DEPT/SHERIFF'S OFFICE:

8.

Comments Received From Department And They Had No Concerns.

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

8. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

9.

Comments Received From Department And They Had No Concerns.

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

9. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

10.

9a. COST TO SCHOOL SYSTEM:

10. FT. CAMPBELL:

10a. COST TO FT. CAMPBELL:

11. OTHER COMMENTS:

11.

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON Minimal
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

PIPE SIZE:

SEWER SOURCE: CITY

ACCESSIBILITY: FAIRWAY DR.

DRAINAGE:
VARIES

DEVELOPMENT ESTIMATES:

APPLICANT'S ESTIMATES

HISTORICAL ESTIMATES

LOTS/UNITS:

ROAD MILES:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE COMPREHENSIVE PLAN ELEMENTS:

Medical District- This Planning area was driven by the former Hospital located within the district. With the hospital being relocated and the former site being redeveloped as commercial and is expected to trigger major changes in the area.

STAFF RECOMMENDATION: **APPROVAL**

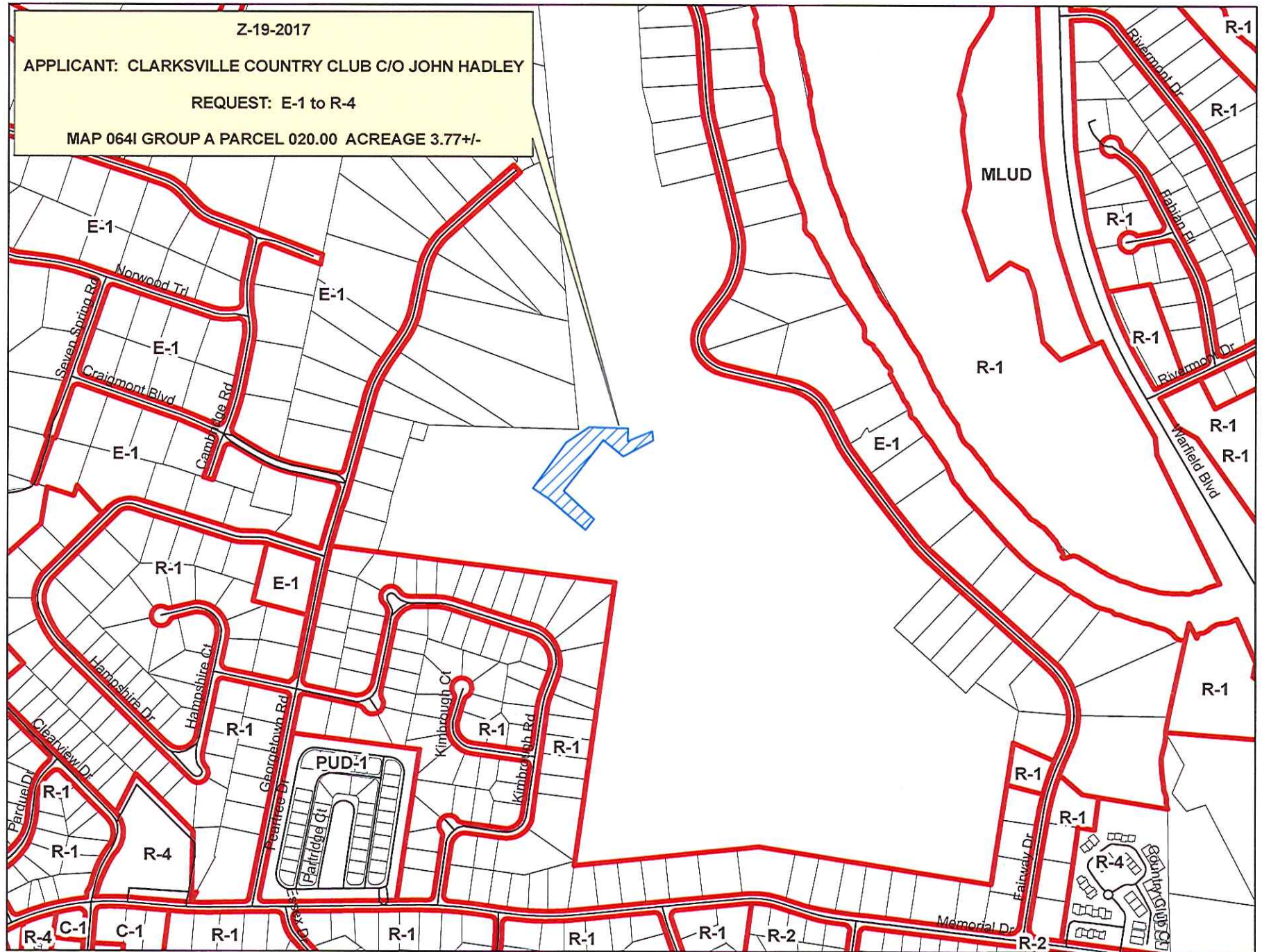
1. The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. Request is surrounded by the established Golf Course & Country Club Complex that is zoned E-1. The proposed R-4 zoning will afford the applicant the ability to develop a condo/multi-family component within the proposed area.
4. Residential uses are not out of character with Golf Courses and their additional amenities.
- 5.

Z-19-2017

APPLICANT: CLARKSVILLE COUNTRY CLUB C/O JOHN HADLEY

REQUEST: E-1 to R-4

MAP 064I GROUP A PARCEL 020.00 ACREAGE 3.77+/-



CASE NUMBER: Z 19 2017 MEETING DATE 10/25/2017

APPLICANT: Clarksville Cc Group, L L C C/o John Hadley

PRESENT ZONING E-1

PROPOSED ZONING R-4

TAX PLAT # 064-I-G

PARCEL 020.00

GEN. LOCATION Portion of property located west of Fairway Drive, North of Memorial Drive, and east of Georgetown Road.

PUBLIC COMMENTS

10-24-2017 - Terry Welker 357 Fairway Drive- Opposed to the rezoning. Traffic concerns & prefers single family use.



**City
of
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

Z-19-2017

Laura Webb <lauraberts@gmail.com>

Wed, Oct 25, 2017 at 7:25 AM

To: john.spainhoward@cityofclarksville.com

Hi John,

My husband and I received the notice in the mail for the request to rezone property on the Clarksville Country Club. We own our home at 2131 Memorial Drive and back up to the golf course. I understand that the Planning Commission Meeting is this afternoon and we will be unable to attend. We have concerns with the precedent that this zoning change will set. Understanding that golf courses are struggling across the US, we have grave concerns that this will act as a catalyst for further parcels to be developed, impacting our home and increasing the traffic on already busy Memorial Drive. I know that since we are early on in the process, a site plan is unlikely to be available at this time, but is there any information available on how many stories the proposed condo building will be? I am curious if we will see the new building from our backyard.

Any information you have available is truly appreciated. Please let the Planning Council and County Commission know of our concerns.

Sincerely,

Laura and Geoff Webb
2131 Memorial Drive

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF MKP PARTNERSHIP, WAYNE WILKINSON-AGENT, FOR ZONE CHANGE ON PROPERTY NORTH OF DOVER ROAD, EAST OF MAGNOLIA DRIVE, WEST OF ROSEHILL DRIVE, AND SOUTH OF ZINNIA DRIVE

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 72 +/- feet northeast of the centerline of the Dover Road & Rosehill Drive intersection, further identified as the southeast corner of the herein tract and the northwest corner of the Dover Rd. & Rosehill Dr. intersection, thence in a westerly direction 531 +/- feet with the northern ROW margin of Dover Rd. to a point, said point being at the northeast corner of the Dover Rd. * Magnolia Dr. intersection, thence in a northerly direction 276 +/- feet with the eastern ROW margin of Magnolia Dr. to a point said point being the southwest corner of the Robert Hundley property, thence in an easterly direction 80 +/- feet to a point and 180 +/- feet in a northerly direction with the southern & eastern boundary of the Hundley property to a point, said point being in the southern ROW margin of Zinnia Dr., thence in a easterly direction 528 +/- feet with the southern ROW margin of Zinnia Dr. to a point said point being the southwest corner of the Zinnia Dr. & Rosehill Dr. intersection, thence in a southerly direction 311 +/- feet with the western ROW margin of Rosehill Dr. to the point of beginning, said tract containing 4.9 +/- acres, further identified as Tax Map 54-A-D Parcel 9.00

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE,
APPLICATION OF MILDRED JOHNSON, KEITH D. LAMPKINS-AGENT, FOR ZONE
CHANGE ON PROPERTY AT THE INTERSECTION OF WOODLAND STREET AND
GREENWOOD AVENUE

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-1
Neighborhood Commercial District, as R-3 Three Family Residential District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at an iron pin in the south line of Woodland Street at the northeast corner of the lot
heretofore sold to Watson, said point being 144.5 feet east of the east line of Greenwood
Avenue, thence eastwardly along Woodland Street 50 feet to an iron pin, thence southwardly
parallel with Greenwood Avenue 100 feet to an iron pin at the northeast corner of the C.H.
Moore lot, marked by a fence post, thence westwardly along Moore's line, marked by corner of
the Watson lot, thence northwardly along Watson's line and parallel with Greenwood Avenue
100 feet to the beginning.said tract containing 0.11 +/- acres further identified as Tax Map
99-N-G Parcel 14.00

ORDINANCE 28-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF CLARKSVILLE CC GROUP, LLC, JOHN HADLEY-AGENT, FOR ZONE CHANGE ON PROPERTY WEST OF FAIRWAY DRIVE, NORTH OF MEMORIAL DRIVE, AND EAST OF GEORGETOWN 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 E-1 Estate District, as R-4 Multiple Family Residential District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point also being West of Georgetown Road and North of Kimbrough Road, said point also being South 84 degrees 21 minutes East for a distance of 963 feet from the centerline intersection of Craigmont Blvd. and Georgetown Road, said point also being the southwestern corner of the herein described parcel; Thence, along a new zoning line, North 34 degrees 18 minutes 07 seconds East for a distance of 287 feet to a point on a line;

Thence, continuing along the new zoning line for the next 13 calls, North 47 degrees 52 minutes 56 seconds East for a distance of 255 feet to a point on a line;

Thence, South 85 degrees 18 minutes 39 seconds East for a distance of 223 feet to a point on a line;

Thence, South 31 degrees 04 minutes 09 seconds East for a distance of 94 feet to a point on a line;

Thence, North 59 degrees 16 minutes 00 seconds East for a distance of 222 feet to a point on a line;

Thence, South 30 degrees 27 minutes 45 seconds East for a distance of 109 feet to a point on a line;

Thence, South 59 degrees 05 minutes 45 seconds West for a distance of 320 feet to a point on a line;

Thence, North 30 degrees 54 minutes 15 seconds West a distance of 108 feet to a point on a line;

Thence, South 58 degrees 00 minutes 16 seconds West for a distance of 131 feet to a point on a line;

Thence, North 43 degrees 24 minutes 59 seconds West for a distance of 84 feet to a point on a line;

Thence, South 43 degrees 08 minutes 33 seconds West for a distance of 278 feet to a point on a line;

Thence, South 57 degrees 00 minutes 12 seconds East for a distance of 238 feet to a point on a line;

Thence, South 27 degrees 40 minutes 03 seconds West for a distance of 110 feet to a point on a line;

Thence, North 61 degrees 09 minutes 25 seconds West for a distance of 374 feet to a point on a line, which is the point of beginning, said tract containing 164,545 square feet or 3.78 acres, more or less. Further identified as Tax Map 64-I-A Parcel 20.00 p/0

ORDINANCE 9-2017-18

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE,
TITLE 1.5, HUMAN RESOURCES, RELATIVE TO RETIREE HEALTH BENEFITS

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

That the Official Code of the City of Clarksville, Tennessee, Title 1.5, "Human Resources," Section 1.5-702, "Eligibility for health and dental insurance benefits," is hereby amended by deleting the following language in Subsection c:

Sec. 1.5-702(c). An employee must have been covered by the city's health and dental plan for at least three (3) years immediately prior to the employee's separation from the city.

And by substituting instead the following:

Sec. 1.5-702(c). An employee must be covered by the city's health and dental plan immediately prior to the employee's separation from the city.

FIRST READING: October 5, 2017
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 18-2017-18

AN ORDINANCE AUTHORIZING THE GRANT OF TRANSMISSION LINE EASEMENTS
TO THE TENNESSEE VALLEY AUTHORITY

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, said easements being described in collective Exhibit A, attached hereto;

WHEREAS, the City of Clarksville has agreed to sell the required easements to TVA for the total sum of Sixty-Six Thousand Two Hundred Twenty-Five and 00/100 Dollars (\$66,225.00), and other good and valuable consideration;

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

That the Clarksville City Council hereby authorizes the sale of the Transmission Line Easements shown in Exhibit A to TVA for the total sum of Sixty-Six Thousand Two Hundred Twenty-Five and 00/100 Dollars (\$66,225.00) and, further, that any and all necessary forms required to effectuate said sale and transfer be executed by the Mayor after approval of the City Attorney.

FIRST READING: October 5, 2017

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 19-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF ROBERT E. WHITE, JASON DAUGHERTY-AGENT, FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF WHITFIELD ROAD AND NEEDMORE ROAD

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

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

PUBLIC HEARING: October 5, 2017
FIRST READING: October 5, 2017
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at an axle in the western margin of Whitfield Road, said point of beginning being 358 feet +/- , south of the centerline of Needmore Road, as measured along the margin of said Whitfield Road; runs thence north 84 degrees west 557.56 feet to an axle; thence south 6 degrees 18 minutes west 277.59 to an axle; thence south 85 degrees, 23 minutes 40 seconds east 558.64 feet to an iron pin; in the margin of said Whitfield Road; thence with said Road north 6 degrees 7 minutes east 263.99 feet to the point of beginning. said tract containing 3.5 +/- acres, further identified as Tax Map 31, Parcel 53.00

ORDINANCE 20-2017-18

AN ORDINANCE AMENDING THE 2017-18 OPERATING AND CAPITAL BUDGET (ORDINANCE 75-2016-17) OF GOVERNMENTAL FUNDS AUTHORIZING THE CITY OF CLARKSVILLE TO PROVIDE ADDITIONAL FUNDS TO AN EXISTING CAPITAL PROJECT IN THE AMOUNT OF \$279,354 (EMBASSY HOUSE PROPERTY)

WHEREAS, the City of Clarksville previously approved the creation of a capital project #17102 (Ordinance 56-2016-17) for the purchase of property and mitigation of a sinkhole on the property formerly known as Embassy House Furniture; and

WHEREAS, the City of Clarksville applied for and has been awarded TEMA/FEMA funds for acquisition, demolition and hazard mitigation of the property; and

WHEREAS, the grant process requires an updated appraisal prior to commencing work and upon further investigation, additional environmental work is necessary. As a result the total cost of the project has increased; and

WHEREAS, the Clarksville City Council finds it in the public interest to further participate in grant program to receive additional funds for the acquisition of the property at 3051 Fort Campbell Blvd. for the purpose of flood hazard mitigation.

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

The following Capital Projects Fund and General Fund budget amendments be made:

Capital Projects Fund

Expenditure:

40410004 4710 17102 FEMA Flood Buyout (land)	Increase:	\$134,904
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40410003 4450 17102 FEMA Flood Buyout (demo/environmental)	Increase:	\$144,450
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Revenue:

4041000 33130 17102 FEMA Flood Buyout (federal)	Increase:	\$209,515
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4041000 33430 17102 FEMA Flood Buyout (state)	Increase:	\$ 34,919
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4041000 39150 Transfer in from General Fund	Increase:	\$ 34,920
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General Fund

Expenditure:

10470003 4914 Transfer out to Capital Projects Fund	Increase:	\$ 34,920
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BE IT FURTHER ORDAINED That the General Fund transfer out will come from the fund balance of the General Fund, and;

BE IT FURTHER ORDAINED 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 3051 Fort Campbell Blvd., not to exceed the appraised value plus reasonable closing costs..

FIRST READING: October 5, 2017

SECOND READING:

THIRD READING:



CLARKSVILLE CITY COUNCIL

REGULAR SESSION

OCTOBER 5, 2017

MINUTES

PUBLIC COMMENTS

Prior to the meeting, Lewis Marshall addressed the City Council asking Mayor McMillan to keep her promise to meet with members of the black community. Bridgette Childs invited the Mayor and City Council to the upcoming NAACP Freedom Fund Banquet on October 17th.

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, October 5, 2017, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Pastor Anthony Daley, The Tabernacle Church, guest of Mayor Pro Tem Valerie Guzman; the Pledge of Allegiance was led by Councilman Geno Grubbs.

ATTENDANCE

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

ABSENT: Richard Garrett (Ward 1; excused), Tim Chandler (Ward 4; excused)

SPECIAL RECOGNITIONS

There were no special recognitions.

DIRECTOR OF SCHOOLS

Millard House, II, recently appointed Director of Clarksville-Montgomery County Schools, reviewed his “First 100 Days” activities and said his “Rise Plan” would be introduced in November after evaluating needs of the system. He reported the enrollment of an additional of 1,300 more students than the previous school year.

PUBLIC HEARING

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

ORDINANCE 19-2017-18 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Robert E. White, Jason daugherty-Agent, for zone change on property at the intersection of Whitfield Road and Needmore Road from AG Agricultural District to C-2 General Commercial District

Jason Daugherty offered to answer questions on behalf of the applicant and said the traffic study showed no impact on traffic from this proposed development. 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.

ZONING

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 19-2017-18**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhardt. Councilwoman said consideration should be given to FY19 funding for intersection improvements. The following vote was recorded:

AYE: Alexander, Allen, Burkhardt Erb, Grubbs, Guzman, Henle, McLaughlin, 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 6-2017-18** (Second Reading) Amending the FY18 Street Department budget to increase funding for a vehicle ordered during FY17

2. **ORDINANCE 7-2017-18** (Second Reading) Amending the FY18 Governmental Funds Budget for purchase of property for expanding the City Garage
3. **ORDINANCE 8-2017-18** (Second Reading) Amending the Capital Projects Fund to increase the scope of work for expansion of the Senior Citizens Center
4. **ORDINANCE 10-2017-18** (Second Reading) Authorizing donation of real property in Woodstock Subdivision to Wayne and Donna Ridenhour
5. **ORDINANCE 11-2017-18** (Second Reading) Authorizing disposal of certain surplus property at Lark Drive at public auction
6. **ORDINANCE 14-2017-18** (Second 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
7. **ORDINANCE 15-2017-18** (Second 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
8. **ORDINANCE 16-2017-18** (Second 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
9. **ORDINANCE 17-2017-18** (Second 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
10. Adoption of Minutes: September 7
11. Approval of Board Appointments:

Human Relations Commission: Juanita Charles, Kimberly Wiggins - October 2017 through June 2020

Councilman Burkhart made a motion to adopt the Consent Agenda as presented. The motion was seconded by Councilman Alexander. Councilman Alexander registered a “nay” vote on **ORDINANCE 16-2017-18**. The following vote was recorded:

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

The motion to adopt the Consent Agenda passed.

FINANCE COMMITTEE

Jeff Burkhart, Chair

ORDINANCE 9-2017-18 (First Reading) Amending the Official Code relative to retiree health benefits

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. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

ORDINANCE 18-2017-18 (First Reading) Authorizing grant of transmission line easements to Tennessee Valley Authority [Franklin Street and Arrow Lane]

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 Councilwoman McLaughlin. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

RESOLUTION 12-2017-18 Designating the Clarksville Performing Arts & Conference Center as the City's designated project within the Downtown TIF District

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this resolution. The motion was seconded by Councilman Alexander. In response to Councilwoman McLaughlin's question regarding whether the Roxy Theater would sell their property to the City, Mayor McMillan said only the project is established by this resolution, not the location. She said the repairs to the Roxy marquis were being paid by insurance as a result of damage from a delivery truck. The following vote was recorded:

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

The motion to adopt this resolution passed.

GAS & WATER COMMITTEE

Bill Powers, Chair

Councilman Powers reported the following department statistics: Service Department - 3,702 work orders, 270 after-hour responses; 95,615 meter reads; Water Treatment Plant - 566 million gallons of treated water; Wastewater Treatment Plant - 349 million gallons of sewage; 3,474 locator requests.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

David Allen, Chair

Councilman Allen announced a contract had been awarded for construction of two playgrounds at Valleybrook Park for \$80,653, one for ages 2 to 5 and one for ages 5 to 12.

PARKS & RECREATION

Valerie Guzman, Chair

Councilwoman Guzman mentioned department programs underway including indoor swimming lessons, Halloween at Fort Defiance, Zombie Run, and Fright on Franklin.

PUBLIC SAFETY COMMITTEE

(Building & Codes, Fire & Rescue, Police)

Geno Grubbs, Chair

Councilman Grubbs shared the following September department statistics: Building & Codes Construction Division - 1,756 inspections, Building & Codes Enforcement Division - 311 cases, Building & Codes Administration - 76 single family permits; Building & Codes Abatement Division - 34 work orders; Fire & Rescue - 1,091 emergency runs. Police statistics were not available.

STREETS & GARAGE COMMITTEE

Mike Alexander, Chair

Councilman Alexander reported the following department statistics: Garage - 365 work orders with gasoline at a cost of \$2.14 per gallon and diesel fuel at a cost of \$2.30 per gallon; Street Department - 244 work orders and paving completed on Sumerhaven, Dandylion Court, Dandylion Drive, Irish Lane, Irish Court, LaMont Lane, LaMont Court, Willow Drive, Chaney Lane, Keystone Drive, Keystone Court, Pembroke Place, Princeton Drive, and Princeton Circle.

TRANSPORTATION COMMITTEE

Deanna McLaughlin, Chair

Councilwoman McLaughlin said the committee was scheduled to meet on October 23rd. No department statistics were available.

NEW BUSINESS

ORDINANCE 12-2017-18 (First Reading; Postponed Sept. 7th) Amending the Official Code relative to application fee for public designations

Councilwoman Guzman made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Alexander. Following discussion regarding the cost of designation signs, Councilwoman Smith made a motion to postpone action on this ordinance to the next regular session. The motion was seconded by Councilman Alexander. The following vote was recorded:

AYE: Alexander, Allen, Burkhart, Erb, Henley, McLaughlin, Smith

NAY: Grubbs, Guzman, Powers

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

ORDINANCE 20-2017-18 (First Reading) Amending the FY17 Capital Projects budget to add funding to acquire and demolish the Embassy House property

Councilman Burkhart made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Powers. Councilman Burkhart said this amendment was necessary because the appraisal was higher than the original estimate. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

MAYOR AND STAFF REPORTS

Mayor McMillan announced the recent promotion of seven firefighters. She noted Police Lt. Liane Wilson graduated from Northwestern School of Police Staff and Command and was elected Class President.

ADJOURNMENT

The meeting was adjourned at 7:58 p.m..

ORDINANCE 21-2017-18

AN ORDINANCE AMENDING THE 2017-18 OPERATING AND CAPITAL BUDGET (ORDINANCE 70-2016-17) OF THE CLARKSVILLE PARKING COMMISSION AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT \$120,000

WHEREAS, Neely Engineering and Contracting, LLC was hired and provided a report assessing falling concrete and drainage issues at the Cumberland Garage; and

WHEREAS, the report provided an assessment of the current condition and immediate needs as well as a recommendation for further structural engineering evaluation; and

WHEREAS, additional funding is required to address those immediate needs and provide for the further structural engineering evaluation.

WHEREAS, the repair and structural integrity of the parking garage has been deemed urgent. The Purchasing Department has authorized emergency procurement.

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

The following budget amendments be made:

Parking Fund

Expenditure:

11410003 4332	Engineering	Increase:	\$ 30,000
11410003 4432 CU	Bldg. Repair & Maint.	Increase:	\$ 90,000

BE IT FURTHER ORDAINED That the funds are available from the Parking Commission fund balance.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 22-2017-18

AN ORDINANCE AMENDING THE 2017-18 OPERATING AND CAPITAL BUDGET (ORDINANCE 75-2016-17) FOR THE GOVERNMENTAL FUNDS IN THE AMOUNT OF \$625,000 FOR LIBERTY PARK REMEDIATION

WHEREAS, a capital project has previously been created for Liberty Park/Marina Remediation; and

WHEREAS, the City has reached a settlement with the contractors, subcontractors and surety involved; and

WHEREAS, the City has received the settlement and will utilize these funds to remediate the affected areas.

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

The following budget amendment be made:

Capital Projects Fund

Expense:

40450003 4450 17505 Liberty Park Remediation	Increase:	\$625,000
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Revenue:

4041000 36500 Miscellaneous Revenue	Increase:	\$625,000
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BE IT FURTHER ORDAINED There are no City funds necessary for the budget amendment.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 23-2017-18

AN ORDINANCE AMENDING THE 2017-18 OPERATING AND CAPITAL BUDGET (ORDINANCE 75-2016-17) FOR THE GOVERNMENTAL FUNDS IN THE AMOUNT OF \$675,000 FOR THE GRANT AND CITY MATCH TO PURCHASE AND IMPLEMENT BODY WORN CAMERAS FOR THE POLICE DEPARTMENT

WHEREAS, on August 4, 2016 Clarksville City Council approved resolution expressing support for an application to the Bureau of Justice for Body Worn Cameras grant and for commitment to this long term program; and

WHEREAS, on February 9, 2017 the City Mayor, Kim McMillan, sent a letter certifying that local matching funds are available for the implementation of the project; and

WHEREAS, on October 2, 2017 we received official notification of award for a 50/50 grant for \$337,500.

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

The following budget amendment be made:

Police Special Revenue Fund:

Expenditure

29420003 4321 PD070	Training	Increase:	\$ 28,710
29420003 4580 PD070	Travel	Increase:	\$ 4,310
29420003 4640 PD070	Books & Periodicals	Increase:	\$ 9,180
29420003 4740 PD070	Machinery & Equipment	Increase:	\$632,800

Revenue

2942000 33110 PD070	Federal Operating Grant	Increase:	\$337,500
2942000 39150 PD070	Transfer in From Gen.Fund	Increase:	\$337,500

General Fund:

Expenditure

10470003 4910	Transfers Out	Increase:	\$337,500
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BE IT FURTHER ORDAINED The City's match of \$337,500 will come from the fund balance of the general fund.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 24-2017-18

AN ORDINANCE APPROVING A PAYMENT IN LIEU OF TAXES PROGRAM FOR THE CLARKSVILLE HOUSING AUTHORITY

WHEREAS, the Clarksville Housing Authority (“CHA”) is authorized by *Tennessee Code Annotated § 13-20-104 et seq.*; as amended (the “ACT”), among other things, to establish a payment in lieu of ad valorem taxes program (“CHA PILOT”); and

WHEREAS, the CHA, so that it may continue its public benefit purposes of providing safe, decent, and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits (“LIHTC”), under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the CHA has been approved to provide (i) payment in lieu of taxes (“PILOT”) from lessees operating LIHTC property deemed to be in furtherance of the CHA’s public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years; and

WHEREAS, pursuant to authorization under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the “PILOT Lease Agreement”) with the Lessee setting forth certain rights and responsibilities between the parties; and

WHEREAS, the Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate income persons located at 1420 Paradise Hill Road, Clarksville, Montgomery County, Tennessee 37043 (the “Project”); and

WHEREAS, the CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below; and

WHEREAS, the Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA’s purposes set forth in the Act.

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

That the Clarksville City Council hereby approves the Clarksville Housing Authority's request to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate income persons located at 1420 Paradise Hill Road, Clarksville, Montgomery County, Tennessee 37043, based upon Exhibit A and Exhibit B attached hereto.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

PILOT AGREEMENT

This PILOT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2017, by and between Clarksville Housing Authority, a public body corporate and politic under the laws of the State of Tennessee ("CHA"), and LSA Grier South Central Village of Clarksville, LLC, a limited liability company organized and existing under the laws of the State of Tennessee (the "Lessee").

RECITALS:

1. Clarksville Housing Authority ("CHA") is authorized by Tennessee Code Annotated Section 13-20-104 et seq., as amended (the "Act"), among other things, to establish a payment in lieu of ad valorem taxes program ("CHA PILOT").
2. CHA, so that it may continue its public benefit purposes of providing safe, decent and affordable housing for low and moderate income families within the City of Clarksville, and such purposes to be furthered by providing the CHA PILOT restricted exclusively for projects developed through the assistance of low income housing tax credits ("LIHTC"), under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code").
3. CHA has been approved to provide (i) payment in lieu of taxes ("PILOT") from lessees operating LIHTC property deemed to be in furtherance of CHA's public purposes and (ii) the maximum term of the CHA PILOT shall be fifteen (15) years.
4. Pursuant to authorizations under the Act, upon the acquisition of such facilities by the CHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the CHA shall enter into a lease agreement, dated as of approximately even date herewith (the "PILOT Lease Agreement") with the Lessee setting forth certain rights and responsibilities between the parties.
5. The Lessee has requested the CHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified residential rental facilities for low and moderate-income elderly persons located at 1420 Paradise Hill Road, Clarksville, Montgomery County, Tennessee 37043 (the "Project").
6. The CHA has determined that the Lessee is operating a low income housing tax credit property and is willing to enter into and the Lessee is willing to pay a PILOT on the Project as more fully described below.
7. The Act allows the CHA to enter into PILOT agreements with its lessees and the CHA hereby finds and declares that the Project and the PILOT hereunder are in furtherance of the CHA's purposes set forth in the Act.

NOW, THEREFORE, in consideration of the recited premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Conditions Precedent. This Agreement and the obligation of the Lessee to pay, the PILOT described herein, is specifically conditioned upon:

1. The Lessee transferring title, via Quitclaim Deed, to the Project to the CHA;
2. The CHA, and the Lessee entering into a PILOT Lease Agreement for the Project, dated the date hereof leasing the Project to the Lessee for the full term of the CHA PILOT, under certain terms and conditions.
3. The Lessee providing to the CHA a commitment of title insurance from an approved title insurance company evidencing that CHA is an insured party;
4. The Lessee shall furnish casualty and liability insurance coverage on the subject property with minimum limits equal to the full value of the property, with the CHA listed as an additional insured.
5. The receipt of compliance with the above requirements and acceptance by the CHA shall be evidenced, in writing, from the CHA to the Lessee. Failure to receive such written notification of compliance shall render this Agreement null and void *ab initio*.
6. The Lessee shall be responsible for the payment of all costs, including reasonable attorneys' fees, incurred in effecting the transfer of title of the Project to the CHA, finalization of the PILOT Lease Agreement, the Agreement and related transaction documents.
7. [Intentionally Omitted].
8. Upon satisfaction of numbers 1-7, the Lessee, its successors and assigns shall be responsible for the PILOT Payment, on an annual basis, equal to the amount calculated in accordance with Section 3(a) below, and paid in accordance with Section 3(b) below. Said PILOT Payment shall be collected by the Manager, as defined in the Lease Agreement, in such manner as will allow the timely payment to each taxing authority on an annual basis.

Section 2. Subject Property. The Lessee warrants that the following is a full and complete listing of all parcels, tax identification numbers and the applicable 2017 assessed taxes for all real property to be acquired by the CHA in connection with the Agreement:

Facility Name	Address	County Tax I.D. Number	Clarksville City 2017 Assessed Taxes	Montgomery County 2017 Assessed Taxes
South Central Village of Clarksville	1420 Paradise Hill Road, Clarksville, TN 37043	080H-E 022.01	\$_____	\$_____

Section 3. PILOT Payments.

(a) Each year during the term hereof, Lessee shall make PILOT Payments, in lieu of Clarksville and Montgomery County ad valorem taxes, in amounts as computed as indicated below for the property located at 1420 Paradise Hill Road, Clarksville, Montgomery County, Tennessee 37043, and bearing the Tax ID Nos. set forth in the preceding Section hereof, that otherwise would have been due and payable with regard to the Project were it owned by a tax paying entity and subject to such taxation. During the term hereof, the Lessee shall make the following annual PILOT Payments:

The tax assessment of the Project shall be a “PILOT Payment” comprised of the Base Rent. The Base Rent shall be equal to the sum of (A) \$12,624.14 (or the \$94.21 per unit) for the City of Clarksville, and (B) \$_____ (or the \$____ per unit) for the County of Montgomery, Tennessee. Commencing in 2019, the Base Rent shall be increased by the annual adjustment factor applicable to the Project published by the Department of Housing and Urban Development as provided by Section 8 of the U.S. Housing Act of 1937. These PILOT Payments shall be paid in the same manner and to the same tax collectors as are ad valorem taxes paid to the City of Clarksville and County of Montgomery, Tennessee.

(b) The PILOT Payment shall be collected by the Manager and paid as follows: (i) the portion of the PILOT attributable to the City of Clarksville property taxes shall be paid to the City of Clarksville, Treasurer, City Hall, 1 Public Square, Clarksville, Tennessee 37040 on or before February 28 of each year, and (ii) the portion of the PILOT attributable to the County of Montgomery property taxes shall be paid to the County Trustee, 1 Millennium Plaza, Clarksville, Tennessee 37040 on or before February 28 of each year.

(c) The Manager shall collect and pay the PILOT Payment to the applicable taxing authorities of the City and County.

(d) Upon the reconveyance to the Lessee of the title to the Project by the CHA, as shall be governed by the PILOT Lease Agreement, any past due PILOT Payments, interest and penalties shall become immediately due and payable, and thereafter, the facilities of the Project shall immediately be subject to regular ad valorem taxation.

Section 4. Term. The Term of this Agreement shall be for a period of fifteen (15) years, to commence _____, 2017 and ending _____, 2032, but may terminate on the earliest to occur of: (1) the failure of the condition precedents as set forth in Section 1 above; (2) the date upon which all PILOT Payments and any interest and penalties thereon have been paid and the CHA has transferred title to the Project; (3) the foreclosure of any Mortgage on the Project and the conveyance of title thereafter to the successful bidder(s) at the foreclosure sale; (4) voluntary termination by the Lessee; or (5) sale of the Project by Lessee without prior written approval of a PILOT transfer application by the CHA.

Section 5. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

Section 6. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors and assigns. This Agreement may not be materially amended without prior written approval of CHA.

Section 7. Notices. Any notice required to be given hereunder shall be given by certified mail, postage prepaid, at the address specified below, or at such other addresses as may be specified in writing by the party in question:

CHA: Executive Director
721 Richardson St.
Clarksville, Tennessee 37041

with copy to: _____

Attn: _____

Lessee: LSA Grier South Central Village
of Clarksville, LLC
c/o LSA Capital, Inc.
6230 Wilshire Blvd.
Los Angeles, CA 90048

Manager: _____

Section 8. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereby shall not in any way be affected or impaired thereby.

Section 9. Binding Effect. The liabilities and obligations assumed by or imposed upon the parties hereto shall be binding upon their heirs, executors, administrators, legal representatives, successors and assigns.

Section 10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the CHA and the Lessee have executed this Agreement by their duly authorized representatives, all as of the date first set forth above.

CLARKSVILLE HOUSING AUTHORITY

By: _____

Name: _____

Its: _____

**LSA GRIER SOUTH CENTRAL VILLAGE OF
CLARKSVILLE, LLC,**
a Tennessee limited liability company

By: _____
David Iskowitz, its Manager

Acknowledged, agreed to and accepted for the purposed provided for herein:

[MANAGER]

By: _____

Name: _____

Its: _____

EXHIBIT B

COOPERATION AGREEMENT (Clarksville Housing Authority)

THIS COOPERATION AGREEMENT (the "Agreement") entered into as of this ____ day of _____, 2017, by and between CLARKSVILLE HOUSING AUTHORITY (herein called the "Local Authority") and the CITY OF CLARKSVILLE (herein collectively called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - a. The term Project shall mean LSA Grier South Central Village of Clarksville, LLC, a residential rental affordable housing development that is restricted under government regulations pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, which is located on real property leased from the Local Authority pursuant to a ground lease that complies with, among other things, the applicable Qualified Allocation Plan of the Tennessee Housing Development Agency; such Project having been determined by the Local Authority to be in furtherance of its public purposes.
 - b. The term Taxing Body shall mean the State or any political subdivision or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Project if it were not exempt from taxation; provided however the term Taxing Body shall not include the County of Montgomery, Tennessee.
 - c. The term PILOT Payment shall mean the Base Rent. The Base Rent shall be equal to the sum of (A) \$12,624.14 (or the \$94.21 per unit) for the City of Clarksville, and (B) \$_____ (or the \$____ per unit) for the County of Montgomery, Tennessee. Commencing in 2019, the Base Rent shall be increased by the annual adjustment factor applicable to the Project published by the Department of Housing and Urban Development as provided by Section 8 of the U.S. Housing Act of 1937.

2. The Local Authority shall endeavor to confirm the funding from low income housing tax credits or equivalent governmental financing from the Tennessee Housing Development Agency covering a portion of the rehabilitation of the Project.

3. a. Under the constitution and statutes of the State of Tennessee, the Project is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body other than the County of Montgomery, Tennessee. With respect to the Project, so long as either (i) the Project is leased or owned by the Local Authority, or (ii) any contract between the Local Authority and the United States Government or the State of Tennessee, or any agencies thereof (the "Government") for loans or annual contributions, or both, in connection with the Project remains in force and effect, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon the Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called Payments in Lieu of Taxes) in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to the Project.

b. Each such annual Payment in Lieu of Taxes shall be made on or before February 28 of each year of the Project, and shall be in an amount equal to the PILOT Payment.

c. No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against the Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of the Project and continuing so long as either (i) the Project is leased or owned by a public body of a governmental agency and is used for low or moderate income housing purposes, or (ii) any contract between the Local Authority and the Government for loans, or both, in connection with the Project, remains in force and effect, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of the Project (other than the Payments in Lieu of Taxes) shall:

a. Furnish or cause to be furnished to the Local Authority and the tenants of the Project public services and facilities of the same

character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

- b. Vacate such streets, road, and alleys within the area of the Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated area; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;
 - c. In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of the Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of the Project as are reasonable and necessary for the development and protection of the Project and the surrounding territory;
 - d. Accept grants or easements necessary for the development of the Project; and,
 - e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the new development and administration of the Project.
5. In respect to the Project the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:
- a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of the Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
 - b. It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding the Project or as necessary to provide adequate access hereto (in consideration whereof the Local Authority shall pay to the.

Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and,

- c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to the Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).
6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of the Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to the Project or any other low-rent housing projects owned or operated by the Local Authority.
7. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to the Project covered by this Agreement. Nothing herein shall limit the authority of the County of Montgomery, Tennessee to impose any and all real and personal property taxes and special assessments levied with respect to the Project.
8. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to the Project during his tenure or for *one* year thereafter shall have any interest, direct or indirect, in the Project or any property included or planned to be included in the Project, or any contracts in connection with the Projects or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.
9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with the Project remains in force and effect, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Project so long as the beneficial title to the Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low rent housing project. If at any time beneficial title to, or possession of, the

Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written,

CITY OF CLARKSVILLE

By: _____
Mayor

APPROVED AS TO LEGALITY OF
FORM AND COMPOSITION:

Attorney

CLARKSVILLE HOUSING AUTHORITY

By: _____
Chair

Attest:

Secretary

ORDINANCE 25-2017-18

AN ORDINANCE ACCEPTING THE DONATION OF CERTAIN REAL PROPERTY FROM THE ESTATE OF SPENCER PICKERING JOHNSON TO THE CITY OF CLARKSVILLE, FOR THE BENEFIT OF THE CLARKSVILLE DEPARTMENT OF ELECTRICITY, FOR THE PURPOSE OF FIBER OPTIC AND OTHER EQUIPMENT

WHEREAS, the City of Clarksville currently holds an easement to certain real property on Peachers Mill Road, being Map and Parcel 43L-E-10.01, for the placement and operation of fiber optic and other equipment, said easement being of record at Official Record Book Volume 1229, Page 1, in the Register's Office for Montgomery County, Tennessee;

WHEREAS, the Estate of Spencer Pickering Johnson, Spencer Patrick Johnson, Executor, has agreed to donate the said property to the City in fee simple, so that the City will have complete ownership of the tract; and

WHEREAS, the Clarksville City Council has determined that it is in the best interests of the City and its residents that the donation from the Estate of Spencer Pickering Johnson be accepted with appreciation;

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

1. That the City of Clarksville hereby accepts the donation of certain real property from the Estate of Spencer Pickering Johnson, Spencer Patrick Johnson, Executor, being a portion of the property conveyed to donor, by deed of record in Deed Book 123, Page 303, in the Register's Office for Montgomery County, Tennessee, and being more particularly described in "Exhibit A," attached hereto.
2. That upon acceptance of transfer documents, the City will assume ownership and responsibility for said property.
3. That this Ordinance shall be in full force and effect from and after its passage and approval.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Being a certain tract of land situated in the Seventh (7th) Civil District of Montgomery County,
Tennessee, to-wit:

BEGINNING on an iron pin (new) said iron pin being in the west right of way of Peachers Mill Road, said iron pin being south 02 degrees 15 minutes 05 seconds west 157.6 feet from the centerline intersection of Peachers Mill Road and Taft Drive; thence with the west right of way of Peachers Mill Road, south 25 degrees 43 minutes 40 seconds east 48.53 feet to an iron pin (new); thence leaving the west right of way of Peachers Mill Road, on a new severance line through the Spencer P. Johnson property, as recorded in Deed Book 123, Page 303, ROMCT, south 87 degrees 39 minutes 00 seconds west 90.90 feet to an iron pin (new); thence on another new severance line through the said Spencer P. Johnson property, north 02 degrees 21 minutes 00 seconds west 44.55 feet to an iron pin (new), said iron pin being in the south line of Lot C-3, Peachers Mill Subdivision, Section B, as recorded in Plat Book 8, Page 59, ROMCT; thence with the south line of the said Lot C-3, Peachers Mill Subdivision, Section B, north 87 degrees 39 minutes 00 seconds east 71.65 feet to the point of beginning. Said tract contains 0.083 acres (3620.5 square feet) more or less. Property description is based on a physical survey by Billy Ray Suiter, PLS 1837, on December 5, 2007.

This being a portion of the real estate conveyed to Spencer Pickering Johnson and wife, Ivalee B. Johnson by deed of record in Deed Book 123, Page 303, in the Register's Office for Montgomery County, Tennessee. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Montgomery County, Tennessee is 43L-E-10.01.

RESOLUTION 13-2017-18

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$6,500,000 OF CAPITAL OUTLAY NOTES OF THE CITY OF CLARKSVILLE, TENNESSEE AND LEVYING AD VALOREM TAXES FOR THE PAYMENT OF THE NOTES.

WHEREAS, Sections 9-21-101 et seq., Tennessee Code Annotated (the “Act”), authorize Tennessee municipalities to issue capital outlay notes for a term of up to ten years to finance the acquisition of a fee simple absolute interest in land; and

WHEREAS, the City Council of the City of Clarksville, Tennessee (the “Municipality”) hereby determines that it is necessary and advisable to issue not to exceed \$6,500,000 of capital outlay notes for the purpose of financing the (i) acquisition of a fee simple absolute interest in land for the location of recreational and athletic facilities (the “Projects”); (ii) reimbursement of prior expenditures for such Projects, if any; and (iii) payment of costs of issuance in connection with the issuance and sale of the notes; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution to authorize the issuance, sale and payment of the notes and the levy of ad valorem taxes for the payment of the notes.

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

Section 1. Authority. The notes authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(b) “Debt Management Policy” means the Debt Management Policy previously adopted by the Governing Body.

(c) “Municipal Advisor” means PFM Financial Advisors LLC.

(d) “Notes” means the capital outlay notes authorized to be issued by this resolution.

(e) “Projects” means the acquisition of a fee simple absolute interest in land for the location of recreational and athletic facilities.

(f) “Purchaser” means the purchaser of the Notes.

(g) “Registration Agent” means the Chief Financial Officer of the Municipality or such other registration and paying agent appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Mayor.

Section 3. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Notes is consistent with the terms of the Debt Management Policy. The estimated costs of issuing the Notes and the estimated amortization and the interest rate(s) on the Notes are attached hereto as Exhibit A; provided, however, that the final costs, amortization and interest rates will be determined at the time the Notes are sold.

Section 4. Authorization and Terms of the Notes.

(a) Not to exceed \$6,500,000 of capital outlay notes of the Municipality are hereby authorized to be issued to finance the Projects and note issuance costs. Subject to any adjustments made by the Mayor pursuant to Section 7, the Notes shall:

(i) be issued as fully registered, certificated notes (unless otherwise requested by the Purchaser, in which case the Notes may be issued in book-entry form);

(ii) be known as “General Obligation Capital Outlay Notes”;

(iii) be dated the date of their issuance;

(iv) bear interest at rates not to exceed the maximum rate permitted by applicable Tennessee law, payable monthly or semiannually;

(v) be issued initially in such denominations as shall be requested by the Purchaser; and

(vi) mature serially or through mandatory redemption on March 1 of each year, commencing on March 1, 2019 and ending March 1, 2028, in principal amounts resulting in approximately level debt service unless otherwise approved by the Director of State and Local Finance; provided that in no event shall the Notes mature later than the end of the tenth fiscal year following the fiscal year in which the Notes are issued.

(b) Subject to any adjustments made by the Mayor pursuant to Section 7, the Notes may be redeemed prior to maturity at the option of the Municipality, in whole or part, at any time, at the redemption price of par plus accrued interest to the redemption date. The Notes to be

redeemed may be selected by the Municipality except that, if less than all of the Notes within a single serial maturity shall be called for redemption, the interests 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 (or, if the Notes are issued in book-entry form, by lot or such other manner as determined by the applicable securities depository).

(c) Pursuant to Section 7 hereof, the Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements corresponding to the maturities described herein. In the event any or all the Notes are sold as Term Notes, the Municipality shall redeem Term Notes on redemption dates and in principal amounts corresponding to the maturity dates and amounts described herein, at a price of par plus accrued interest thereon to the date of redemption. Term Notes of a single maturity shall be selected for optional redemption in the same manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Term Notes 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 Term Notes 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 Term Note 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 Term Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, 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 Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note 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 Notes for which proper notice was given. 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 (other than for a mandatory sinking fund redemption, notices of which shall be

given on the dates provided herein) 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 Notes 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 Governing Body hereby appoints the Chief Financial Officer of the Municipality as the Registration Agent for the Notes and hereby authorizes and directs the Registration Agent so appointed to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes 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 Notes canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes. Notwithstanding the above, if determined by the Mayor in consultation with the Municipal Advisor to be in the best interest of the Municipality, the Mayor is hereby authorized to appoint a Registration Agent for the Notes other than the Chief Financial Officer, and the Mayor and the City Clerk, or either of them, 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 obligations, duties and rights of the Registration Agent.

(f) The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the Municipality in respect of such Notes to the extent of the payments so made. Payment of principal of the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, unless otherwise directed by the Mayor pursuant to Section 7 herein.

(g) Any interest on any Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such

Defaulted Interest shall be paid by the Municipality to the persons in whose names the Notes 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 Note and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes 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 and interest on the Notes when due.

(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or her legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner; provided, however, the Mayor may provide that the Notes are not transferable without the written consent of the Municipality. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in such denominations requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the publication of notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the Municipality to call such Note 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 Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note 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 Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

(i) The Notes shall be executed in the manner required by the Act.

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

(k) In case any Note 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 Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the Municipality may pay or authorize payment of such Note 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 Note, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Note an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Security and Source of Payment; Levy of Tax. The Notes shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the Municipality are hereby irrevocably pledged. The Governing Body shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Notes when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay the principal and interest coming due on the Notes in said year. Principal and interest on the Notes falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided shall be reduced to the extent of any other funds, taxes and revenues from the Municipality appropriated to the debt service on the Notes.

Section 6. Form of Notes. The Notes shall be in substantially the following form, the omissions to be appropriately completed when the Notes are prepared and delivered:

(Form of Face of Note)

REGISTERED

REGISTERED

Number _____

\$ _____

UNITED STATES OF AMERICA

STATE OF TENNESSEE

COUNTY OF MONTGOMERY

CITY OF CLARKSVILLE

GENERAL OBLIGATION CAPITAL OUTLAY NOTE,

SERIES _____

Interest Rate:

Maturity Date:

Date of Note:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Clarksville, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth[or, following a Determination of Taxability (as hereinafter defined) at the annual rate of interest of __%,] from the date hereof until said maturity date or redemption date, said interest being payable on _____ until this Note matures or is redeemed[; provided, however, that in the case of a Determination of Taxability, interest hereon shall be payable at the rate of __% commencing on the date of the Determination of Taxability until this Note matures or is redeemed.] The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal office of the Chief Financial Officer of the Municipality, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Note registration records, without, except for final payment, the presentation or surrender of this Note, 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 Note 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 Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

[As used herein, “Determination of Taxability” shall mean a determination that interest on the Notes is includable for federal income tax purposes in the gross income of the registered owner or any former registered owner of the Notes upon the first to occur of the following, and only if such occurrence is the result of an act or failure to act on the part of the Municipality: [subparagraph(s) to be inserted], provided, however, that (1) interest on the Notes shall not be deemed includable for federal income tax purposes in the gross income of a registered owner or former registered owner of the Notes because interest is includable in the calculation of income for purposes of an alternative minimum tax or any other type of taxation other than regular federal tax imposed on income, and (2) no Determination of Taxability shall occur under subparagraphs [] of this definition unless the Municipality has been afforded the opportunity, at the expense of the Municipality, to contest any such conclusion or assessment. The Municipality shall be deemed to have been afforded the opportunity to contest such conclusion or assessment if it shall have been permitted to commence and maintain any action in the name of the registered owner or any former registered owner of the Notes to judgment and through any appeals therefrom or other proceedings related thereto.]

[The Notes shall be subject to redemption prior to maturity at the option of the Municipality, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Notes of a maturity shall be called for redemption, the interests 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 Notes 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. The Notes 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 Notes to be redeemed on said dates are as follows:

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

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Notes 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 Notes 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 Note 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 Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note 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 the redemption of any of the Notes for which proper notice was given. From and after any redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and

cancellation of this Note. Upon such transfer a new Note or Notes 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 Notes are transferable only with the written consent of the Municipality. The person in whose name this Note 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 Note shall be overdue. Notes, 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 Notes 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 Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Note for redemption.

This Note is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to finance (i) the acquisition of a fee simple absolute interest in land for the location of recreational and athletic facilities; (ii) the reimbursement of the Municipality for prior costs; and (iii) the payment of Note issuance costs, if any, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Municipality on November 2, 2017 (the "Resolution").

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of principal of and interest on this Note, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to the Resolution.

This Note and the income therefrom are exempt from all present state, Municipality and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note 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 Note 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 Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

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

CITY OF CLARKSVILLE, TENNESSEE

FORM—DO NOT SIGN

Mayor

(SEAL)

ATTESTED:

FORM—DO NOT SIGN____

City Clerk

Transferable and payable at the
principal office of:

Chief Financial Officer
Clarksville, Tennessee

Date of Registration: _____

This Note is one of the Notes issued pursuant to the Resolution hereinabove described.

CHIEF FINANCIAL OFFICER

Registration Agent

____FORM—DO NOT SIGN_____

Chief Financial Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____,
(Please insert Federal Identification or Social Security Number of Assignee _____),
the within Note of the City of Clarksville, Tennessee, and does hereby irrevocably constitute and
appoint _____, attorney, to transfer the said Note 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 Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

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

Section 7. Sale of Notes.

(a) The Notes may be sold by informal bid or by private negotiated sale to the Purchaser, as shall be determined by the Mayor, in consultation with the Municipal Advisor and in compliance with the Act. The Notes shall be offered at a price of not less than 99% of par, as a whole or in part from time to time as shall be determined by the Mayor. The Mayor is authorized to execute and the City Clerk to attest an award certificate or a note purchase agreement, as applicable, in substantially the form provided in Exhibit C hereto, providing the details of the terms of the sale. The sale of any emission of the Notes to the Purchaser shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Municipal Advisor, is further authorized to:

- (1) change the dated date of the Notes to a date other than the date of issuance;
- (2) change the designation of the Notes from “General Obligation Capital Outlay Notes” and to specify the series designation of the Notes;
- (3) change the manner of calculating interest on the Notes from that provided herein;
- (4) establish the interest payment dates for the Notes, provided that the first interest payment date may not be more than twelve months following the issuance of the Notes;
- (5) establish the principal payment dates and maturity or mandatory redemption amounts for the Notes; provided that in no event shall the Notes mature later than the end of the tenth fiscal year following the fiscal year in which the Notes are issued;

- (6) adjust or remove the optional redemption provisions of the Notes;
 - (7) adjust authorized denominations;
 - (8) sell all or a portion of the Notes as Term Notes;
 - (9) cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to any series of Notes to the extent not inconsistent with this Resolution;
 - (10) provide for the transferability and restrictions on transferability of the Notes in accordance with the terms of this Resolution; and
 - (11) provide that the Notes shall bear interest at an increased rate, not to exceed the maximum rate permitted by applicable law, if interest on such Notes is determined to be includable for federal income tax purposes in the gross income of the holder(s) thereof subsequent to issuance of the Notes and if such determination of taxability is due to the act or failure to act of the Municipality.
- (c) The officers of the Municipality are authorized to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Notes.
- (d) The Mayor is hereby authorized to enter into an agreement with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Notes in substantially the form attached as Exhibit B, and all actions heretofore taken in this respect are hereby ratified and approved.
- (e) The Notes may not be issued until the Municipality has received the approval of the Director of State and Local Finance, as required by the Act.
- (f) The form of the Note as set forth in Section 6 hereof shall be conformed to any modifications provided in this Section 7.
- (g) Notwithstanding anything herein to the contrary, the Notes may be sold in multiple emissions, as directed by the Mayor.

Section 8. Disposition of Note Proceeds. The proceeds of the sale of the Notes shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2017 Note Construction Fund, or such other designation as shall be determined by the Mayor (the "Construction Fund"), to be accounted for separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Notes, including

necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution and earnings thereon shall be retained in the Construction Fund. Any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be used to pay principal of and interest on the Notes.

Section 9. Tax Matters.

(a) The Notes will be issued on a federally tax-exempt basis. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Notes in a manner that would cause the Notes to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Notes that it will, throughout the term of the Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Notes shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

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

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Notes are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Notes and to administer the Municipality’s Federal Tax Compliance Policies and Procedures with respect to the Notes.

Section 10. Discharge and Satisfaction of Notes. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Notes as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Notes and to pay interest thereon when due until the maturity or redemption date (provided, if such Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Notes to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Notes; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to

pay when due the principal and interest to become due on said Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which notes or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 11. Official Statement. If required by Rule 15c2-12 of the Securities and Exchange Commission, the officers of the Municipality are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Notes, and to deem the Preliminary Statement as final, all in the manner required by such Rule. 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 pricing and other information. The officers of the Municipality are also authorized to prepare and distribute an offering circular, if deemed advisable by the Municipal Advisor, in connection with a sale of the Notes for which an Official Statement is not required.

Section 12. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Notes. If required, the Mayor is authorized to execute an agreement for the benefit of the owners of the Notes satisfying the terms of Rule 15c2-12.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution altering payment provisions or security for the Notes shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

Section 14. Additional Authorization and Ratification. Any and all other actions heretofore taken on behalf of the Municipality by its officers in furtherance of the purposes of this resolution, and all acts of the officers of the Municipality that are in conformity with the purposes and intent of this resolution, are hereby approved, ratified and confirmed in all respects.

Section 15. 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 16. Effective Date and Repeal of Conflicting Resolutions. All other resolutions

and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved on _____, 2017.

Mayor

City Clerk

EXHIBIT A
Estimated Debt Service and Costs of Issuance

SOURCES AND USES OF FUNDSCity of Clarksville, Tennessee
General Obligation Capital Outlay Notes, Series 2017
EXHIBIT A
Estimated Debt Service and Costs of IssuanceDated Date 12/05/2017
Delivery Date 12/05/2017

Sources:

Bond Proceeds:	
Par Amount	6,151,000.00
Other Sources of Funds:	
Equity Contribution	47,500.00
	<hr/>
	6,198,500.00
	<hr/>

Uses:

Project Fund Deposits:	
Project Fund	6,151,000.00
Cost of Issuance:	
Financial Advisor	15,000.00
Bond Counsel	15,000.00
Misc.	2,500.00
Bank Counsel	15,000.00
	<hr/>
	47,500.00
	<hr/>
	6,198,500.00
	<hr/>

BOND DEBT SERVICE

City of Clarksville, Tennessee
General Obligation Capital Outlay Notes, Series 2017
EXHIBIT A
Estimated Debt Service and Costs of Issuance

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/01/2018			38,939.25	38,939.25	
06/30/2018					38,939.25
09/01/2018			81,500.75	81,500.75	
03/01/2019	545,000	2.650%	81,500.75	626,500.75	
06/30/2019					708,001.50
09/01/2019			74,279.50	74,279.50	
03/01/2020	560,000	2.650%	74,279.50	634,279.50	
06/30/2020					708,559.00
09/01/2020			66,859.50	66,859.50	
03/01/2021	575,000	2.650%	66,859.50	641,859.50	
06/30/2021					708,719.00
09/01/2021			59,240.75	59,240.75	
03/01/2022	590,000	2.650%	59,240.75	649,240.75	
06/30/2022					708,481.50
09/01/2022			51,423.25	51,423.25	
03/01/2023	605,000	2.650%	51,423.25	656,423.25	
06/30/2023					707,846.50
09/01/2023			43,407.00	43,407.00	
03/01/2024	621,000	2.650%	43,407.00	664,407.00	
06/30/2024					707,814.00
09/01/2024			35,178.75	35,178.75	
03/01/2025	638,000	2.650%	35,178.75	673,178.75	
06/30/2025					708,357.50
09/01/2025			26,725.25	26,725.25	
03/01/2026	655,000	2.650%	26,725.25	681,725.25	
06/30/2026					708,450.50
09/01/2026			18,046.50	18,046.50	
03/01/2027	672,000	2.650%	18,046.50	690,046.50	
06/30/2027					708,093.00
09/01/2027			9,142.50	9,142.50	
03/01/2028	690,000	2.650%	9,142.50	699,142.50	
06/30/2028					708,285.00
	6,151,000		970,546.75	7,121,546.75	7,121,546.75

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL LETTERHEAD OF BASS, BERRY & SIMS PLC

November 2, 2017

City of Clarksville, Tennessee
One Public Square
Clarksville, TN 37040
Attention: Kim McMillan, Mayor

Re: Issuance of Not to Exceed \$6,500,000 in Aggregate Principal Amount of General Obligation Capital Outlay Notes.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Clarksville, Tennessee (the “Issuer”), in connection with the issuance of the above-referenced notes (the “Notes”). We understand that the Notes are being issued for the purpose of providing funds necessary to finance the project identified in a resolution authorizing the Notes adopted on November 2, 2017 (the “Resolution”) and to pay costs of issuance of the Notes, as more fully set forth in the Resolution. We further understand that the Notes will be sold by informal bid or at negotiated sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Notes, the source of payment and security for the Notes, and the excludability of interest on the Notes from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes, coordinate the authorization and execution of such documents, and review enabling legislation.

3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Notes, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Notes.
5. Prepare and review the notice of sale pertaining to the sale of the Notes, if any.

Our Bond Opinion will be addressed to the Issuer and the original purchaser of the Notes and will be delivered by us on the date the Notes are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of a disclosure document with respect to the Notes, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

- c. Preparing blue sky or investment surveys with respect to the Notes.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes.
- g. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Notes. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Notes.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the

Notes. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Notes as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$15,000 for the Notes. Our fees may vary: (a) if the principal amount of Notes actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Notes is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this engagement letter shall be maintained in the state or federal courts of Montgomery County, Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in writing to us. Otherwise, we look forward to working with you.

EXHIBIT C
Note Purchase Agreement

[FORM OF NOTE PURCHASE AGREEMENT]

CITY OF CLARKSVILLE, TENNESSEE

\$_____ GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2017

NOTE PURCHASE AGREEMENT

_____, 2017

Ladies and Gentlemen:

The undersigned, [Purchaser] (the "Purchaser"), offers to enter into the following agreement with the City of Clarksville, Tennessee (the "Issuer"), which, upon the Issuer's acceptance and approval hereof, will be binding upon the Issuer and upon the Purchaser. This offer is made subject to acceptance by the Issuer, by execution of this Note Purchase Agreement (the "Purchase Agreement") and its delivery to the Purchaser, on or before 11:59 p.m., C.D.T., on _____, 2017.

Capitalized terms used herein and not defined herein shall have the meanings given them in the Resolution (as hereinafter defined).

1. Purchase and Sale of the Notes.

(a) Upon the basis of the representations, warranties, covenants and agreements herein contained, but subject to the terms and conditions herein set forth, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Purchaser for such purpose, all (but not less than all) of the Issuer's \$_____ General Obligation Capital Outlay Notes, Series 2017, dated _____, 2017 (the "Notes"), in fully certificated form, or otherwise, as provided herein, at the purchase price of \$_____. The Notes shall bear interest, shall mature and shall otherwise be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Notes shall be issued and secured under the provisions of a resolution, adopted on November 2, 2017 (the "Resolution"), by the City Council, providing for the issuance of the Notes pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law, for the purposes of financing the acquisition of a fee simple absolute interest in land and paying costs associated with the sale and issuance of the Notes, as described in the Resolution.

(c) At the time of the Issuer's acceptance hereof (or as soon as reasonably practicable thereafter, but no later than the Closing (as hereinafter defined)), the Issuer shall have delivered, or caused to be delivered, to the Purchaser a certified copy of the Resolution.

2. Liquidated Damages. If the Issuer accepts this offer and if the Purchaser fails (other than for a reason permitted hereunder) to accept and pay for the Notes upon tender thereof by the Issuer at the Closing as herein provided, the parties hereby agree that the damages to the Issuer shall be fixed at one percent (1%) of the aggregate principal amount of the Notes and, upon

such failure of the Purchaser to accept and pay for the Notes, the Purchaser shall be obligated to pay to the Issuer such amount as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Purchaser. Upon such payment the Purchaser shall be fully released and discharged of all claims, rights and damages for such failure and for any and all such defaults.

3. Closing. At 10:30 a.m., C.D.T., on _____, 2017, or at such other time or date as shall be agreed to by the Issuer and the Purchaser, the Issuer will deliver, or cause to be delivered, to the Purchaser, or such agent as it shall designate, the Notes, in definitive form, duly executed on the Issuer's behalf, together with the other documents hereinafter mentioned, and the Purchaser will accept, or cause to be accepted, such delivery and pay to the Issuer the purchase price of the Notes in the amount set forth in Section 1 hereof by wire transfer payable in immediately available funds or such other medium of payment as shall be acceptable to the Issuer. Payment for the Notes as aforesaid shall be made at such place designated by the Issuer and delivery of the Notes shall be at such location mutually acceptable to the parties. Such payment and delivery is herein called the "Closing", and the date of the Closing is herein called the "Closing Date." The Notes shall be delivered as fully registered and certificated Notes, [in denominations of \$5,000 each or any integral multiple thereof as the Purchaser shall request], [shall bear CUSIP numbers], shall be registered in such names and in such denominations as shall be designated in writing by the Purchaser to the Issuer or to the City Clerk of the Municipality, as the registration and paying agent for the Notes (the "Registration Agent"), and shall be duly authenticated by the Registration Agent.

4. Conditions of Closing. The obligations of the Purchaser hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing, to the accuracy of and compliance with the representations, warranties and covenants of the Issuer herein, in each case as of the time of delivery of this Purchase Agreement and as of the Closing, and, in the discretion of the Purchaser, to the following:

(a) at 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 Purchaser, and the Issuer shall have executed and there shall be in full force and effect such additional agreements, and there shall have been taken in connection therewith and in connection with the issuance of the Notes all such action as shall, in the opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (ii) the Notes shall have been duly authorized, executed and delivered as provided herein, and (iii) the Issuer shall perform or have performed all of its obligations under or specified in this Purchase Agreement to be performed at or prior to the Closing;

(b) At or prior to the Closing Date, the Purchaser shall have received the following:

(i) The unqualified approving opinion, dated the Closing Date, of Bond Counsel addressed to the Issuer and the Purchaser;

(ii) A certificate, dated the Closing Date, signed by the Mayor and the City Clerk of the Issuer, in which such officers, to the best of their knowledge, information and belief, shall state that

(A) There is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or to our knowledge threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Notes, application of the proceeds thereof, or the payment, collection or application of income of the Issuer or the pledge thereof to the payment of the Notes pursuant to the Resolution; seeking to restrain or enjoin the execution, delivery or performance of the Purchase Agreement; in any manner questioning the proceedings or authority pursuant to which the Notes are authorized or issued; in any manner questioning or relating to the validity of the Notes, the Resolution, or the Purchase Agreement; in any way contesting the corporate existence or boundaries of the Issuer or the title of its present officers to their respective offices; or contesting the powers of the Issuer or its authority with respect to the Notes, the Resolution or the Purchase Agreement, or any act to be done or documents or certificates to be executed or delivered in connection with any of them, or materially adversely affecting the financial condition of the Issuer.

(B) The Resolution is, as of the Closing Date, in full force and effect and has not been amended, modified or supplemented, except as provided herein.

(C) The execution and delivery of the Purchase Agreement and the Notes, the adoption of the Resolution, and the compliance by the Issuer with the terms and provisions thereof, will not conflict with, or result in any violation of any provision of the order of incorporation of the Issuer or similar incorporating or governing documents of the Issuer or of any amendments to any of the foregoing or any indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it or its properties are bound and will not violate any decree, order, injunction, judgment, determination or award to which the Issuer or its properties are subject.

(D) The Issuer has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the delivery of the Notes.

(E) Subsequent to June 30, 2016, there has been no material adverse change in the financial position or results of operations of the Issuer;

(iii) An opinion of counsel to the Issuer in form and substance satisfactory to Bond Counsel.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Purchaser contained in this Purchase Agreement, this Purchase Agreement shall terminate and neither the Purchaser nor the Issuer shall be under any further obligation hereunder.

5. Expenses.

(a) Other than the expenses identified in Section 5(b), the Issuer agrees to pay all expenses incident to the issuance and sale of the Notes, including but not limited to the cost of insuring the Notes.

(b) [The Purchaser shall pay all expenses of the Purchaser incurred in connection with the preparation, sale and closing of the Notes.]

(c) In the event that either the Issuer or the Purchaser shall have paid obligations of the other as set forth in this Section, adjustment shall be made.

6. Miscellaneous.

(a) All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Purchaser: [Purchaser]

The Issuer: City of Clarksville, Tennessee
One Public Square
Clarksville, TN 37040
Attention: Commissioner of Finance and Revenue

(b) This Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms “successors” and “assigns” shall not include any purchaser of any of the Notes from the Purchaser merely because of such purchase.

(c) Section headings have been inserted in this Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Agreement and will not be used in the interpretation of any provisions of this Purchase Agreement.

(d) If any provision of this Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Agreement invalid, inoperative or unenforceable to any extent whatsoever.

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

(f) This Purchase Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee.

(g) This Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The Purchaser may waive compliance by the Issuer with any of the conditions, requirements, covenants, warranties or representations set forth herein, but waiver by the Purchaser of any such compliance shall not be deemed a waiver of compliance with any other of the conditions, requirements, covenants, warranties or representations set forth herein.

(signature page follows)

[PURCHASER]

By: _____

Title: _____

Accepted as of the date first
above written:

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Mayor

Attest:

City Clerk

(SEAL)

EXHIBIT A

\$_____ GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2017

The Notes shall mature on _____ 1 in the years, in the aggregate principal amounts and shall bear interest payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 2018, as follows:

[TO BE INSERTED]

The Notes maturing _____ 1, 20__ through _____ 1, 20__ shall mature without option of prior redemption. Notes maturing on _____ 1, 20__ and thereafter shall be subject to redemption prior to maturity at the option of the City on or after _____ 1, 20__ as a whole or in part, at any time, at the redemption price of par, plus interest accrued to the redemption date.

The Notes shall be dated _____, 2017.

23660750.2

STATE OF TENNESSEE)

COUNTY OF MONTGOMERY)

I, Sylvia Skinner, 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 (1) attached hereto is a true and correct copy of a resolution duly adopted by the City Council at its November 2, 2017 meeting; and (2) a quorum of the members of the City Council was present and acting throughout said meeting.

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

City Clerk

(SEAL)

The City Council of the City of Clarksville, Tennessee, met in a regular session on November 2, 2017, at 7:00 p.m. at City Hall, Clarksville, Tennessee, with the Honorable Kim McMillan, Mayor, presiding.

The following Councilmembers were present:

The following Councilmembers were absent:

There were also present Sylvia Skinner, City Clerk, and Laurie Matta, Chief Financial Officer.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

ORDINANCE 12-2017-18
Proposed Amendments 10-26-17

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 deleting the section in its entirety and by substituting instead the following language:

Each application for nomination shall be accompanied by an administrative processing fee in the amount of seventy five dollars (\$75.00). A single application may request up to three (3) sign designations, and a fee in the amount of one hundred and fifty dollars (\$150.00) per sign designation requested shall be attached to the application, in addition to the administrative processing fee. Each application for nomination shall be filed with the city clerk and addressed to the Clarksville Designations Committee.

If the designations request is denied, the applicant will receive a refund of one hundred and fifty dollars (\$150.00) per sign designation requested within sixty (60) days from the date of denial. The City shall retain the seventy five dollar (\$75.00) administrative processing fee in all instances.

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.

POSTPONED: September 7, 2017
FIRST READING:
SECOND READING:
EFFECTIVE DATE: