



FINANCE COMMITTEE APRIL 28, 2020

AGENDA

IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WILL BE CONDUCTED VIA GOOGLE MEETS. AN AUDIO RECORDING OF THE PROCEEDINGS WILL BE MADE AVAILABLE TO THE PUBLIC WITHIN 48 HOURS. MEMBERS OF THE PUBLIC ARE, BY LAW, ALLOWED TO ATTEND MEETINGS OF THE CITY OF CLARKSVILLE FINANCE COMMITTEE, BUT ARE STRONGLY DISCOURAGED TO DO SO AT THIS TIME.

TIME: 3:30 p.m.

LOCATION: Google Meets

- 1) CALL TO ORDER
- 2) ATTENDANCE
- 3) APPROVAL OF ELECTRONIC MEETING

MOTION: *In order to comply with the technical aspects of the Governor's Executive Order regarding holding open meetings in a forum other than in the open and in public, the Finance Committee determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.*

- 4) ADOPTION OF MINUTES: March 24
- 5) DEPARTMENT REPORTS
 1. PURCHASING *Camille Thomas*
 - a) Report of bids

b) Report of award of professional service contracts

- Gas & Water - South Second Street Sewer Capacity Study from McKay-Burchett & Co., LLC in the amount of \$9,950.00.
-
- Human Resources - Actuarial Study for the Internal Services Fund from Select Actuarial Services in the amount of \$6,000.00.
-
- Project Management - Post Demolition Rendering of the Frosty Morn Building from Powell Architecture in an amount not to exceed \$5,000.00.

c) Report of sale of surplus property on *GovDeals.com* March 2020: \$27,008.00

2. GENERAL FUND

a) Monthly report *Laurie Matta*

3. DEPARTMENT OF ELECTRICITY

a) Monthly reports *David Johns, Christy Batts*

4. CITY ATTORNEY

a) Report of payment of legal expenditures *Lance Baker*

- Bradley Arant, *Jeff Robinson v. City* - \$12,629.25
- Bradley Arant, *Kimberly Black v. City* - \$1,382.50
- Bradley Arant, *Jeff Robinson v. City* - \$50,545.95 (March invoice; two months)
- Burr Forman, *TN River Keepers v. City* - \$1,501.00

6) COMMITTEE ACTION

None.

7) CITY COUNCIL ACTION

1. FINANCE DEPARTMENT

a) **RESOLUTION 57-2019-20** Initial resolution to refinance \$48 million Tennessee Municipal Bond Fund loans *Laurie Matta*

2. POLICE DEPARTMENT

a) **RESOLUTION 60-2019-20** Authorizing an interlocal agreement between the Tennessee Department of Health and the City of Clarksville (Police Department) relative to sharing of limited personal health information *Chief Ansley*

3. STREET DEPARTMENT

a) **ORDINANCE 72-2019-20** (First Reading) Approving a contract authorizing entry and construction between Bristol Ridge Apartments, LLC/William L. Belew, Jr., and the City of Clarksville *David Shepard*

8) PUBLIC COMMENTS *(3 individuals allowed; 5 minutes each)*

9) ADJOURNMENT



FINANCE COMMITTEE

MARCH 24, 2020

MINUTES

IN AN EFFORT TO FACILITATE THE RESPONSE TO CORONAVIRUS DISEASE 2019 (COVID-19), THIS MEETING WAS CONDUCTED VIA GOOGLE MEETS. AN AUDIO RECORDING OF THE PROCEEDINGS WAS MADE AVAILABLE TO THE PUBLIC WITHIN 48 HOURS. MEMBERS OF THE PUBLIC ARE, BY LAW, ALLOWED TO ATTEND MEETINGS OF THE CITY OF CLARKSVILLE FINANCE COMMITTEE, BUT WERE STRONGLY DISCOURAGED TO DO SO AT THIS TIME.

CALL TO ORDER

The regular monthly meeting of the City of Clarksville Finance Committee was called to order by Chairman Jeff Burkhart on Tuesday, March 24, 2020, at 3:30 p.m. This meeting was conducted via Google Meets from the City Hall Conference Room, 106 Public Square, Clarksville, Tennessee.

ATTENDANCE

Members responded verbally to roll call:

PARTICIPATING: Jeff Burkhart, Tim Chandler, Valerie Guzman, Jeff Henley, Stacey Streetman

Chairman Burkhart, Mayor Joe Pitts, City Attorney Lance Baker, Sylvia Skinner, and IT Director Amie Wilson were physically present. Also participating in the electronic meeting were Director of Purchasing Camille Thomas and Chief Financial Officer Laurie Matta.

APPROVAL OF ELECTRONIC MEETING

Councillady Streetman made a motion to approve conducting the meeting by electronic means. The motion was seconded by Councilman Henley. The following roll call vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

The motion to approve the electronic meeting passed.

ADOPTION OF MINUTES

Councilman Henley made a motion to adopt the February 25th minutes as presented. The motion was seconded by Council Lady Streetman. The following roll call vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

The motion to adopt the February 25th minutes passed.

PURCHASING REPORT

Director of Purchasing Camille Thomas briefly reviewed the monthly bid summary and reported award of the following professional service contracts:

- Gas & Water - Design services for the downtown utility relocation associated with the MPEC from TTL, Inc. (formally DBS & Associates) in the amount of \$19,500.00.
- Gas & Water - Survey, design and construction plans for the Northeast Connector from Gresham Smith in the amount of \$246,000.00.
- Gas & Water - Miscellaneous water and sewer system improvements from Suiter Surveying & Land Planning, Inc. in the amount of \$199,210.00.
- Gas & Water - Design of flow metering infrastructure for the Rossview pressure zone district from Rye Engineering, PLC in the amount of \$461,090.00.
- CDE - Design for the mowing of power lines in relation to TDOT projects from Gresham Smith. These will be awarded on a task order basis.
- Police - Design for the Vista Lane renovations from Lyle-Cook-Martin in an amount not to exceed \$4,000.00.
- Recreation/Project Management - Structural investigation of the Burt-Cobb roofing project from K & S Engineering in the amount of \$500.00

Mrs. Thomas reported sales of surplus property in the amount of \$19,014.01 on *GovDeals.com* during the month of February.

GENERAL FUND REPORT

Chief Financial Officer Laurie Matta said revenues were exceeding expenses by \$9.9 million for the first eight months of FY20. Year-to-date property taxes paid totaled \$30.9 million and 74% of projected general fund revenues had been collected. Expenditures were \$6.2 million more than the previous year, but still under budget by approximately 10% with department spending under budget by \$3.6 million. Local Option Sales Tax revenue was \$9.6 million, a 5.6% increase, with \$2.4 for the General Fund, \$118,000 for the road fund, and \$7.8 million for schools. Year-to-date Capital project spending totaled \$3.9 million of \$31.4 invested. The current fund balance was estimated at \$37.3 or 36%. Ms. Matta recommended keeping investments in place until the market showed improvements.

DEPARTMENT OF ELECTRICITY

No report available.

CITY ATTORNEY

City Attorney Lance Baker reported payment of the following legal expenditures:

- Burr Forman, *TN Riverkeepers v. City* - \$3,397.00
- Bradley Arant, *Employment Matters* - \$70.00
- Bradley Arant, *Kimberly Black v. City* - \$914.45

UNCOLLECTIBLE RECEIVABLES

Ms. Matta requested approval to write off two receivables for police vehicle damages (\$16,308 and \$15,039) and Cumberland River, LLC (\$23,000). Councilwoman Guzman made a motion to approve the write-offs. The motion was seconded by Councilman Henley. The following roll call vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

The motion to approve the write-offs passed as requested.

PARKS & RECREATION BUDGET AMENDMENT

ORDINANCE 71-2019-20 (First Reading) Amending the FY20 Parks & Recreation Operating and Capital Projects budget for repairs to Burt Cobb and Crow Recreation Centers

Ms. Matta said Parks & Recreation was asking to transfer operating funds for roof repairs/replacement at Crow Recreation Center (\$250,000) and Burt Cobb Recreation Center \$200,000. She said no additional debt was required.

Councilwoman Streetman made a motion to forward this ordinance to the City Council with a recommendation of approval. The motion was seconded by Councilman Chandler. The following roll call vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

The motion to forward this ordinance to the City Council with a recommendation of approval passed.

RESOLUTION 48-2019-20 Authorizing issuance of General Obligation Refunding Bonds not to exceed \$48,000,000 for the purpose of funding various public works projects

Ms. Matta had determined that this resolution was not necessary at this time. Councilman Henley made a motion to postpone this resolution indefinitely. The motion was seconded by Councilman Chandler. The following roll call vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

The motion to postpone action on this resolution indefinitely passed.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

The meeting was adjourned at 4:08 p.m.

ADOPTED: April 28, 2020

FINANCE & ADMINISTRATION COMMITTEE
BID SUMMARY
APRIL 28, 2020

The following bids/proposals have been solicited, opened and have been approved by the Purchasing Director. All are low bid/proposal except where noted.

<u>BID #</u>	<u>DEPT.</u>	<u>DESCRIPTION</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>
4025	G&W	Deerwood Road Natural Gas Rehab	Mark Rowe Construction	\$ 157,460.00
4026	Recreation	Trice Landing Debris Removal	LSI	\$ 33,000.00
4030	Police Dept.	Generator Removal & Replacement at CPD Headquarters	Lee Company	\$ 45,565.00
4031	Street Dept.	Riverview Cemetery Retaining Wall	Neely Engineering	\$ 501,075.00
4033-P	Recreation	Grounds Keeping Services for Swan Lake Complex	TN Ramage	\$ 2,500.00 mth
4035	Fire Dept.	Structural Fire Fighting Clothing	Safe Industries	\$ 3,706.00 ea.
4037	G&W	Miscellaneous Concrete Repair & Replacement	Triple S Contracting	See Attached
4038	Street Dept.	Clarksville Sidewalks	Roy T. Goodwin Contractors	\$ 714,384.08

SOLE SOURCE PURCHASES:

1. G&W - Future purchases of parts and service for the Caterpillar generators from Thompson Machinery Commerce Corporation.
2. Police Dept. - Future purchases and support of Virtual Academy training platform from Virtual Academy.
3. Police Dept. – Future purchases and support of JOEY 2 Transcoders from Tactical Technologies, Inc.
4. Police Dept. – Future purchases of Stalker Lidar RLR speed measurement instruments from Applied Concepts, Inc.
5. Police Dept. – Future purchases of Stalker Lidar XS speed measurement instruments from Applied Concepts, Inc.
6. Police Dept. – Future purchases of Stalker Lidar XLR speed measurement instruments from Applied Concepts, Inc.
7. Garage – Future purchases of GM software updates from DXC Technology Services, Inc.
8. Garage - Future purchases of Alamo mower parts from CMI Equipment Sales Inc.
9. Transit - Future purchases and service of Farebox parts and software upgrades and licenses from Genfare.

Bid #4025 – G&W - Deerwood Road Natural Gas Rehab

Mark Rowe Construction	\$ 157,460.00*	
King Pipeline & Utility	\$ 164,000.00	
Electricom	No Bid	
TJ Construction	No Bid	
Allison Companies	No Response	
B & B Construction & Excavation	No Response	
Barton Marlow Company	No Response	
Boyce Ballard Construction, LLC	No Response	
CD Steger Construction, Inc.	No Response	
Concord Building Group	No Response	
Credo Group LLC	No Response	Local
Dorris Builders	No Response	
First Service Construction, LLC	No Response	
Hall Construction, LLC	No Response	Local
Hunt Construction Group	No Response	
K-Barr Group	No Response	
Leland, Inc.	No Response	
Middle TN Urban Development	No Response	
Parchman Construction Co., Inc.	No Response	Local
PBG Builders, Inc.	No Response	
Pinnacle Construction Partners	No Response	
Power Tek, LLC	No Response	
R.G. Anderson Company, Inc.	No Response	
Rawso Constructors	No Response	
Solomons Builders, Inc.	No Response	
TECS, LLC	No Response	
The Conseco Group, Inc.	No Response	
The Parks Companies	No Response	
Trinity Builders, Inc.	No Response	
Anderson Lumber Company, Inc.	No Response	
Blue Team Restoration	No Response	
Duracap Asphalt Paving Co., Inc.	No Response	
Fulghum MacIndoe & Associates	No Response	
ITS Maintenance	No Response	
Landscape Services, Inc.	No Response	
Leland, Inc.	No Response	
Peed Brothers, Inc.	No Response	
R. Reese Contracting Co., Inc.	No Response	
Reed Construction	No Response	
S & W Contracting Company, Inc.	No Response	
T.W. Frierson Contractor, Inc.	No Response	
Two Rivers Reroofing, Inc.	No Response	
Clearly Construction	No Response	
Morris Wall Construction	No Response	Local
Martin Contracting	No Response	

MRC Underground Utilities

No Response

Bid #4026 – Recreation – Trice Landing Debris Removal

LSI	\$ 33,000.00*	
Haller's Landscaping & Lawncare	No Bid	
Michaels Tree Loader Service	No Bid	
Twin Rivers Lawn Care	Does not have a contractor's license - Local	
Blake's Lawn Care	No Response	Local
Thompson's Tree Service	No Response	Local
Larry's Nursery	No Response	Local
R&J Landscaping	No Response	Local
Boyd's Landscaping	No Response	Local
Mary's Garden	No Response	Local
Wofford's Nursery	No Response	Local
Affordable Lawn & Landscaping	No Response	Local
Scholars Landscaping	No Response	Local
Triple S Contracting	No Response	Local
Underdog Construction	No Response	Local
Landscape Services, Inc.	No Response	
Paul Jr. Enterprises, LLC	No Response	Local
Appropriate Lawn Care	No Response	Local
Cook's Nursery & Landscape	No Response	Local
Greenrise Technologies, LLC	No Response	
Bar Environmental	No Response	
Bradley Tree Service & Excavating	No Response	
Duracap Asphalt Paving Co. Inc.	No Response	
Fulghum MacIndoe & Associates	No Response	
Hathaway's Demo Construction	No Response	
Hayes Lawn & Tree Care	No Response	
Jarrett Builders	No Response	
Lewis Tree Services	No Response	
Queen Tree Surgery	No Response	
R. Roese Contracting	No Response	
S&W Contracting	No Response	
South East Mowing LLC	No Response	
TFR Enterprises	No Response	
Timberlan Outdoor	No Response	
WACG Landscaping	No Response	
Wilson Excavation / Forestry Mulching	No Response	
AJ Tree Service	No Response	
Custom Lawn Care	No Response	
Davis Tree Services	No Response	
Five Star Lawn & Landscape	No Response	
Forest Tree Services	No Response	
Glynn T. Cash / Travis Lawns	No Response	Local
Keller Lawncare	No Response	
Lynch Tree Service	No Response	
Middle TN Land Services	No Response	

Natures Lumber and Lawn	No Response	
Parchman Construction	No Response	Local
Perennial Lawn & Landscape	No Response	
Southern Land Solution	No Response	
Spencer Lawn & Landscaping	No Response	
Stewart Lawn Care	No Response	
The Ground Guys	No Response	
Visionary Lawn & Landscaping	No Response	
Wade Lawn Services	No Response	
Williams Landscaping & Lawn Care	No Response	

Bid #4030 – Police Dept. – Generator Removal & Replacement at CPD Headquarters

Lee Company	\$ 45,565.00*	Local
Shepherd & Sons Electrical	\$ 46,022.48	Local
Travis Electrical	\$ 49,362.00	Local
W.W. Williams	No Response	
B&R Electrical	No Response	
Wyatt Electrical	No Response	Local
S&W Contracting	No Response	
Putman Electric	No Response	
Rains Electric	No Response	
Reynolds Electrical Contractors	No Response	
The Construction Depot	No Response	Local
Stansell Electric	No Response	
Beltline Electric	No Response	
TJ Electric	No Response	
Young Electrical Heating & Cooling	No Response	
Keats Electric Service	No Response	
Dun Electrical Service	No Response	Local
Holland Electric	No Response	
Jesco Electric	No Response	
Knight Electric	No Response	
Accurate Electric	No Response	Local
Two Rivers Electric	No Response	Local
Advanced Wireless Solutions	No Response	
Allen Sign Co.	No Response	
Anderson Lumber Co.	No Response	
Atech	No Response	
Bar Environmental	No Response	
Blue Team Restoration	No Response	
CCS Presentation System	No Response	
Crowder Construction	No Response	
Cumberland Machine	No Response	
Cummins	No Response	
DJ Shubeck Co.	No Response	
Duracap Asphalt Paving	No Response	
Energy Management Solutions	No Response	
Isenhour Door Products	No Response	

Jarrett Builders	No Response	
John Bouchard & Sons	No Response	
JP Industrial	No Response	
Knight Electric	No Response	
Lloyd's Electric Services	No Response	
Mid-South Electric	No Response	
Nashville Pump & Power	No Response	
Prattville Blasting Co.	No Response	
Schaffhouser Electric Co.	No Response	
Shermco Industry	No Response	
Stansell Electric Co.	No Response	
Transformation Construction	No Response	
Travis Electrical	No Response	Local
Bratten Electric	No Response	
CEC Electrical	No Response	
Cliff Carey General Contractors	No Response	
Guardian Electric Corp.	No Response	
Hall Construction	No Response	Local
Harlan Electric Co.	No Response	
Industrial Maintenance Co.	No Response	
Kirby Electric	No Response	
Max Electric Motor Services	No Response	
MDI Construction	No Response	
Parchman Construction	No Response	Local
Pinnacle Const. Partners	No Response	
Protech Electrical	No Response	
Rains Electric	No Response	
Sanders Electric	No Response	
Sewell Electric	No Response	
Siemens Industry	No Response	
Southeast Electric	No Response	
Stones River Electric	No Response	
Thompson Electric	No Response	
Triple S Contracting	No Response	Local

Bid #4031 – Street Dept. – Riverview Cemetery Retaining Wall

Neely Engineering	\$ 501,075.00*	Local
Triple S Contracting	\$ 692,131.00	Local
Adams Construction	No Response	
Anderson Lumber Co.	No Response	
Beech Construction Services	No Response	
Blue Team Restoration	No Response	
Brett Design Build	No Response	
Corporate Vision	No Response	
Curl Construction & Excavating	No Response	
Duracap Asphalt & Paving Co.	No Response	
Fulghum MacIndoe & Associates	No Response	
Gregory Construction	No Response	

ITS Maintenance	No Response	
Jarrett Builders	No Response	
Jones Bros Contractors	No Response	Local
Leland	No Response	
Lu Inc.	No Response	
McCall Contracting	No Response	Local
Meade Equipment	No Response	
Morgan	No Response	Local
Peed Bros Inc.	No Response	
PRI of East TN	No Response	
R Roese Contracting Co.	No Response	
RAWSO Constructors	No Response	
Redmon Asphalt	No Response	
Reed Construction	No Response	
RL Alvarez Construction	No Response	Local
Roy T Goodwin Contractors	No Response	
S&W Contractors	No Response	
Southeast Contractors	No Response	
TW Frierson Contractors	No Response	
Tennessee Guardrail	No Response	
Travis Excavating	No Response	
Workman General Contractors	No Response	Local
Act Contractors	No Response	
B&B Construction & Excavating	No Response	
Baron Construction	No Response	
Barry Edward Construction	No Response	
Bomar Construction Co.	No Response	
Boyce Ballard Construction	No Response	
Brown Builders	No Response	
Byard Construction	No Response	Local
C Lindsey Construction	No Response	
Cliff Carey General Contractors	No Response	
Cobb Construction & Excavating	No Response	
Cody Joes Construction	No Response	
Covenant Constructors	No Response	
Crowder Construction Group	No Response	
Curtis Builders	No Response	
Fortune Construction	No Response	
Hall Construction	No Response	Local
Hawkins Brothers Contractors	No Response	
Holt Construction Group	No Response	
Hunt Construction Group	No Response	
Jerry B Young Construction	No Response	
Kentucky Tenn. Excavating & Construction	No Response	
Maynard Construction	No Response	
Moore Construction	No Response	Local
Parchman Construction	No Response	Local
Stone Works Construction	No Response	
Waymon Hale Construction	No Response	

Proposal #4033-P – Recreation – Grounds Keeping Services for Swan Lake Complex

TN Rampage	\$ 2,500.00 mthly*	Local
Hayes Lawn & Tree Care	\$ 2,400.00 mthly**	
Griffy Landscape Maintenance	\$ 2,765.00 mthly	Local
Landscape Services	\$ 6,000.00 mthly	
Beard Property Maintenance, Inc.	No Bid	
Affordable Lawn & Landscaping	No Response	Local
Taylor Lawn Care	No Response	Local
Lee & Sons	No Response	Local
TST Construction	No Response	Local
Dawson Swift's Lawn Service	No Response	Local
Hamaker Lawn & Landscaping	No Response	Local
E&E Lawn Service	No Response	Local
Logan Lawn Care	No Response	Local
Boyd's Landscaping	No Response	Local
Paul Jr. Enterprises, LLC	No Response	Local
Appropriate Lawn Care	No Response	Local
Shield's Lawn Care	No Response	Local
Barry's Mowing	No Response	Local
Underdog Construction	No Response	Local
Logan's Lawn Care	No Response	Local
Henderson's Landscape Maintenance	No Response	
Incredible Lawn Care & Landscape	No Response	Local
Register Construction	No Response	Local
Cameron's Mowing Plus	No Response	Local
M&W Lawn Care	No Response	Local
A&H Lawn Service	No Response	Local
Premier Landscaping	No Response	Local
Kahle Enterprises	No Response	Local
Karnes Lawn Care	No Response	Local
Anderson Lawn Care	No Response	Local
Travis Lawns	No Response	
Five Star Lawn Management	No Response	
Creekside Services Inc.	No Response	
GM Lawn Care	No Response	Local
Nathan's Mowing & Landscaping	No Response	Local
WW Mid 10 Lawn Care & More	No Response	
Michael's Lawn Care & More	No Response	
Clean Sweep Services	No Response	
K&T Lawn care	No Response	
Twin River Turf	No Response	
Wyatt's Lawn & Landscaping	No Response	
All City Clean Energy	No Response	
Big Ben's Lawn Care	No Response	
Dalton Lawn Care & Landscaping	No Response	
Dickson County Equipment	No Response	
GM Lawn Care	No Response	

Hathaway Demo Construction Environmental Services	No Response
Kinnuaan Co.	No Response
Northstar Environmental Group	No Response
Outback Land Service	No Response
Panther Creek	No Response
Pure Green LLC	No Response
S&W Contracting	No Response
SCA Sweeping Corp of America	No Response
Schirmer Forestry Services	No Response
South East Mowing	No Response
WACG Landscaping	No Response

**This was a proposal where price was not the only factor in award.

Bid #4035 – Fire Dept. - Structural Fire Fighting Clothing

Safe Industries	\$ 3,706.00 ea.*
NAFECO	\$ 2,937.83 ea. **
EVS	\$ 3,065.74 ea. **
Mid-South Emergency Equipment	No Response
Tupelo Fire Equipment	No Response
G&C Supply	No Response
Tennessee Fire Equipment	No Response
Ferrara	No Response
A+ Fire Suppression	No Response
Advanced Safety Industrial Supply	No Response
Amalyn Ang. Jones Distribution LLC	No Response
Chattanooga Fire Protection	No Response
CMS Uniforms	No Response
Cumberland Fire & Safety	No Response
Environmental & Hygiene Safety	No Response
Guy Brown	No Response
Southeast Fire	No Response
Tennessee Fire Equipment & Safety Supplies	No Response
Builders Exchange of TN	No Response
Central Alabama Training Solutions	No Response
Safety & Fire Exchange	No Response
Safeware Inc.	No Response

** Did not meet Specifications.

Bid #4037 – G&W - Miscellaneous Concrete Repair & Replacement

Triple S Contracting, Inc.	See Attached*	Local
PRI of East TN, Inc.	See Attached	
Curtis Wallace Concrete	No Response	
Affordable Concrete	No Response	Local
Ed Page Concrete	No Response	Local
Meadows Contracting	No Response	Local

Byard Construction	No Response	Local
C & B Concrete	No Response	
Concrete Structures, Inc.	No Response	
Ed Bradley Paving, LLC	No Response	
Hall Construction, LLC	No Response	Local
Hodges Group, Inc.	No Response	
Holland Contractors, Inc.	No Response	
Jamison Construction, LLC	No Response	
Jeff Shepherd Construction	No Response	Local
Mad Jack's Asphalt & Concrete, LLC	No Response	
Parchman Construction	No Response	Local
Pavement Restoration, Inc.	No Response	
Paving Maintenance Supply	No Response	
United Structural Systems	No Response	
ACG Concrete, LLC	No Response	
Adams Construction	No Response	
Advanced Wireless Solutions	No Response	
Anderson Lumber Company, Inc.	No Response	
Aspen Park Properties	No Response	Local
Bar Environmental	No Response	
Beech Construction Services	No Response	
Carver Construction Company, LLC	No Response	
Colditz Trucking	No Response	
Crowder Construction Company	No Response	
Curl Construction & Excavating	No Response	
Duracap Asphalt Paving Co., Inc.	No Response	
Fulghum MacIndoe & Associates, Inc.	No Response	
Gregory Construction	No Response	
HDR Engineering	No Response	
Henry A. Peter Supply	No Response	
J & D Contracting, LLC	No Response	
Jarrett Builders, Inc.	No Response	
Kleenco Construction	No Response	
Leea's Excavation	No Response	
Leland, Inc.	No Response	
Peed Brothers, Inc.	No Response	
Precision Concrete Cutting, LLC	No Response	
PRI of East TN, Inc.	No Response	
Queen City Asphalt	No Response	Local
R. Lafferty & Son	No Response	Local
Rawso Constructors	No Response	
Reed Construction	No Response	
R.L. Alvarez Construction, LLC	No Response	Local
Roy T. Goodwin Contractors, Inc.	No Response	
S & W Contracting Company, Inc.	No Response	
Smithfield Construction	No Response	
Southeast Constructors	No Response	
Thalle Construction Co.	No Response	
The Whiting-Turner Contracting Co.	No Response	

Transformation Construction Group	No Response	
Two Rivers Roofing, Inc.	No Response	
Universal Concrete Grinding	No Response	
Vulcan Materials Company	No Response	
Workman General Contractors	No Response	Local

Bid #4038 – Street Dept. - Clarksville Sidewalks

Roy T. Goodwin Contractors	\$ 714,384.08*	
Meadow's Contracting	\$ 734,150.00	Local
CD Steger Construction	\$ 1,046,733.40	
Adam's Contracting	\$ 1,459,345.00	
Sessions Paving	\$ 1,655,585.00	
Hall Construction	No Response	Local
C&C Contracting	No Response	
Hughes Construction	No Response	Local
Triple S Contracting	No Response	Local
B&B Construction Excavation	No Response	
Byard Construction	No Response	Local
Custom Concrete Creations	No Response	
Holland Contractors	No Response	
Jamison Construction	No Response	
Jeff Shepherd Construction	No Response	Local
Jones Bros Contractors	No Response	Local
Maynard Construction LLC	No Response	
MDI Construction	No Response	
Parchman Construction	No Response	Local
Parts Construction	No Response	
Pavement Restorations Inc.	No Response	
R.G. Anderson Company	No Response	
Rise Construction	No Response	
Rogers Group	No Response	
ACG Concrete	No Response	
Advanced Wireless Solutions	No Response	
Bar Environmental	No Response	
Beech Construction Services	No Response	
Carver Construction Company	No Response	
Colditz Trucking	No Response	
Curl Construction & Excavating	No Response	
Energy Solutions	No Response	
Fulghum MacIndoe & Associates	No Response	
Gregory Construction	No Response	
HDR Engineering	No Response	
Jarrett Builders	No Response	
Kleene Construction	No Response	
Leea's Excavating	No Response	
Leland Inc.	No Response	
Peed Bros Inc.	No Response	
Precision Concrete Cutting	No Response	

PRI of East Tennessee	No Response	
Queen City Asphalt	No Response	Local
R. Lafferty & Son	No Response	Local
Rawso Construction	No Response	
Reed Construction	No Response	
RL Alvarez Construction	No Response	Local
S&W Contracting	No Response	
Transformation Construction Group	No Response	
Two River Roofing	No Response	
Universal Concrete Grinding	No Response	
Workman General Contractors	No Response	Local

*Department Recommendation

REQUEST FOR PROFESSIONAL SERVICE (Revised)

I. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	South 2 nd Street Sewer Capacity Study -- Project comprises evaluation of the capacity of existing sewer in the South Second Street area, which includes performing engineering analyses and calculations to determine existing and available capacity of a portion of the combined sewershed in the downtown area. Findings and recommendations will be documented in an engineering report that will be stamped with the lead engineer's Professional Engineering seal.
NAME OF FIRM:	Contract Term: approximately three months McKay-Burchett & Company LLC 1545 Madison Street, Clarksville, TN 37040
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	McKay-Burchett is a civil engineering design firm with over 20 years of experience working in the Clarksville area, specializing in land development and infrastructure design.
YEARS OF EXPERIENCE:	4 Years (Established in 2016)
SIMILAR PROJECTS PERFORMED FOR THE CITY:	<ul style="list-style-type: none"> Meriwether Road and Trenton Road Utility Relocation for Roadway Improvements
SIMILAR PROJECTS PERFORMED ELSEWHERE:	<ul style="list-style-type: none"> Rossvie Place Subdivision Section 2- Infrastructure Planning and Design for a 71 Lot Single Family Subdivision that included design of off-site water and sewer. Hereford Farm-Infrastructure Planning and Design for a mixed use development which includes approximately 25 acres of commercial development and 744 single family lots. The initial phase included design of off-site sewer. Wynwood Apartments-Infrastructure Planning and Design for a 324 unit apartment complex Sango Square-Infrastructure Planning and Design for 65,000+ square feet Commercial/Retail Development
OTHER QUALIFICATIONS:	
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Garth Branch, PE Patrick Chesney
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Clarksville Gas & Water Department

SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY
DEPT. OR HIS/HER DESIGNEE

03-17-2020
DATE

SIGNATURES OF OTHERS INVOLVED IN SELECTION

3-17-2020
DATE

Carmie Thomas
SIGNATURE OF PURCHASING DIRECTOR

3-17-20
DATE

REQUEST FOR PROFESSIONAL SERVICE (Revised)

South 2nd Street Sewer Capacity Study

McKay-Burchett & Company LLC

Page 2

2. **COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.**

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ 9,950.00
--	-------------

Acknowledgement of cost estimate received:


SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

04-02-2020
DATE


SIGNATURE OF PURCHASING DIRECTOR

4-6-20
DATE


SIGNATURE OF CHIEF FINANCIAL OFFICER

4/3/20
DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	Actuarial Study for ISP - Self Insured fund. Analysis of reserves for ISF, and premium contributions per category for each department
NAME OF FIRM:	Select Actuarial Services - located in Nashville, TN
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	Full service actuarial firm that also performs property and casualty actuary services. SAS is an approved actuary by the State of TN Department of Commerce and Insurance for captive insurance programs.
YEARS OF EXPERIENCE:	Founded February 1, 1999.
SIMILAR PROJECTS PERFORMED FOR THE CITY:	This firm has not performed any similar projects for the City. There have been no actuarial services performed by any company for our self insurance casualty program.
SIMILAR PROJECTS PERFORMED ELSEWHERE:	SAS currently performs the same actuarial analysis for self insured clients including Montgomery County, CMCS, and the State of TN. Also many other self insured TN cities and counties are clients.
OTHER QUALIFICATIONS:	Please see attached proposal. I spoke with my counterparts at CMCS and Montgomery County for a client satisfaction reference and both entities spoke well of the services and are satisfied.
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	John Eskew - Risk Manager Will Wyatt - HR Director
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Fee will be paid out of the Internal Services Fund - Administrative Expenses spread across the GH, AL, and GL accounts.

SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE

DATE

SIGNATURES OF OTHERS INVOLVED IN SELECTION

DATE

SIGNATURE OF PURCHASING DIRECTOR

DATE

*John Eskew
before he left*

3-25-20

2. COST: ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING DIRECTOR ONCE OBTAINED.

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ 6,000.00
--	-------------

Acknowledgement of cost estimate received:

April 13, 2020

SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

DATE

SIGNATURE OF PURCHASING DIRECTOR

DATE

SIGNATURE OF CHIEF FINANCIAL OFFICER

DATE

4-14-20

4/13/20

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	FROSTY MORN RENDERING <i>Post Demo</i>
NAME OF FIRM:	POWELL ARCHITECTURE
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	FIRM HAS WORKED ON SEVERAL ASSEMBLY ORIENTED OCCUPANCIES.
YEARS OF EXPERIENCE:	28 YEARS
SIMILAR PROJECTS PERFORMED FOR THE CITY:	VALLEYBROOK PARK RENOVATIONS, PETTUS PARK MASTERPLAN, BILLY DUNLOP RENOVATIONS, CITY HALL PARKING GARAGE
SIMILAR PROJECTS PERFORMED ELSEWHERE:	RUBY CORA EVENTS CENTER
OTHER QUALIFICATIONS:	ADA MEMBER
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	JAMES HALFORD, CHIEF OF STAFF DAVID SMITH, PROJECT MANAGER
DEPARTMENT WHERE FUNDS ARE BUDGETED:	<i>20101</i>

[Signature]
SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE

04/08/2020
DATE

[Signature] (JH) *[Signature]* (DS)
SIGNATURES OF OTHERS INVOLVED IN SELECTION

04/08/20
DATE

Camel Thomas
SIGNATURE OF PURCHASING SUPERVISOR

4-10-20
DATE

2. **COST:** ONCE ALL SIGNATURES ABOVE HAVE BEEN SECURED, YOU MAY NOW REQUEST PRICING FROM THE SELECTED FIRM. COST SHALL BE REPORTED TO THE PURCHASING SUPERVISOR ONCE OBTAINED.

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	NTB \$5,000.00
--	----------------

Acknowledgement of cost estimate received:

Camel Thomas
SIGNATURE OF PURCHASING SUPERVISOR

4-10-20
DATE

[Signature]
SIGNATURE OF CHIEF FINANCIAL OFFICER

4/10/20
DATE

Clarksville, TN
Date range: 01 Mar 2020 - 31 Mar 2020

<u>ID</u> ↑	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2680	52 Panasonic Toughbooks		Jay Whitten	USD	\$4,025.00	10 Mar 2020 10:00 AM ET	
2685	44 Panasonic Toughbooks		David Sherry	USD	\$2,525.00	05 Mar 2020 10:00 AM ET	
2686	2007 Ford Crown Victoria Police Interceptor	2FAFP71W57X146428	RUSSELL segraves	USD	\$1,650.00	05 Mar 2020 10:15 AM ET	
2687	2008 Ford Crown Victoria Police Interceptor	2FAFP71V28X149585	RUSSELL segraves	USD	\$1,625.00	05 Mar 2020 10:30 AM ET	
2688	2007 Ford Crown Victoria Police Interceptor	2FAFP71W17X146426	RUSSELL segraves	USD	\$1,625.00	05 Mar 2020 10:45 AM ET	
2689	2007 Ford Crown Victoria Police Interceptor	2FAFP71W67X146440	RUSSELL segraves	USD	\$1,525.00	05 Mar 2020 11:00 AM ET	

<u>ID</u> ↑	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2691	2008 Ford Crown Victoria Police Interceptor	2FAFP71V48X149586	Broderick Broughton	USD	\$1,140.00	19 Mar 2020 10:15 AM ET	
2692	2002 Ford Crown Victoria Police Interceptor	2FAFP71W02X108372	Broderick Broughton	USD	\$1,125.00	19 Mar 2020 10:30 AM ET	
2693	Chairs		Deana Ragsdale	USD	\$6.00	19 Mar 2020 11:32 AM ET	
2694	VIEVU WEARABLE VIDEO CAMERA.		Chandler Moon	USD	\$21.00	24 Mar 2020 10:00 AM ET	
2695	CARLSON SURVEYOR PLUS DATA COLLECTOR		Yuriy Kizimenko	USD	\$500.00	24 Mar 2020 10:15 AM ET	
2697	1994 Nissan Pickup SE-V6 King Cab 4WD	1N6HD16Y1RC303629	jackie fehland	USD	\$2,025.00	31 Mar 2020 10:00 AM ET	

<u>ID</u> ↑	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2698	2002 Chevrolet Impala	2G1WH55K329213908	King Perkins	USD	\$410.00	31 Mar 2020 10:15 AM ET	
2699	2003 Honda CBR600RR	JH2PC37003M003420	Conrad Reynolds	USD	\$2,025.00	31 Mar 2020 10:30 AM ET	
2700	2003 Hummer H2 Sport Utility	5GRGN23U93H129112	David Talasazan	USD	\$6,200.00	31 Mar 2020 10:45 AM ET	
2701	2005 Chevrolet Impala	2G1WFF52E459143571	Timothy Larkin	USD	\$551.00	31 Mar 2020 11:00 AM ET	
					\$26,978.00		

Clarksville Gas and Water Department, TN
Date range: 01 Mar 2020 - 31 Mar 2020

<u>ID</u> ↑	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
291	Typewriters, folding machine and other office supplies		Brian Sweeney	USD	\$30.00	04 Mar 2020 08:19 AM ET	
					\$30.00		

Department of Finance & Revenue

March 2020 Financial Review

Fiscal Year 2020



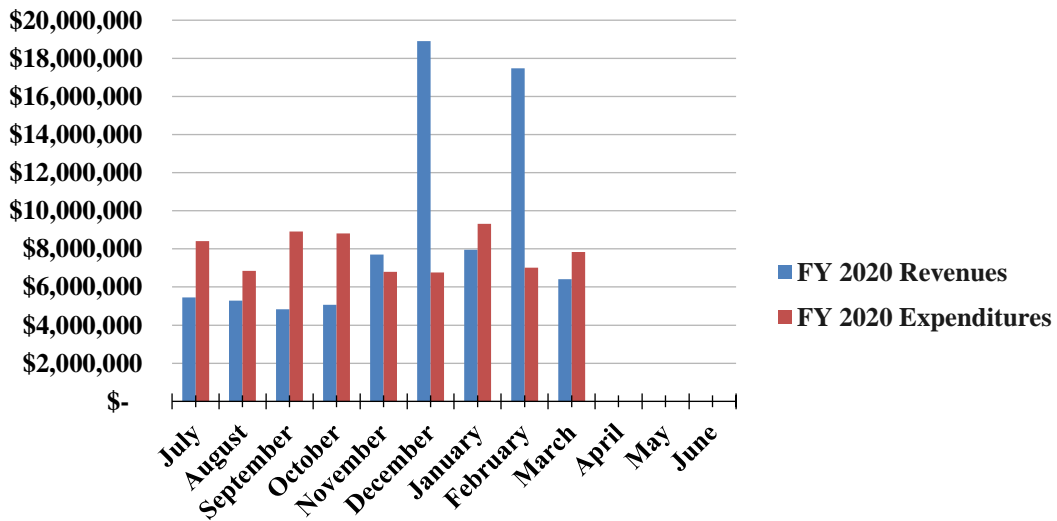
Clarksville, Tennessee
March 31, 2020

General Fund Revenues vs. Expenditures

Fiscal Year 2020

As of March 31, 2020

	FY 2020	FY 2020	Monthly
July	\$ 5,454,774	\$ 8,407,620	\$ (2,952,846)
August	5,286,834	6,844,729	(1,557,895)
September	4,836,616	8,912,821	(4,076,205)
October	5,059,424	8,818,714	(3,759,290)
November	7,710,416	6,798,578	911,838
December	18,909,185	6,760,944	12,148,240
January	7,951,271	9,314,931	(1,363,660)
February	17,481,296	7,016,970	10,464,327
March	6,415,015	7,834,296	(1,419,282)
April			-
May			-
June			-
YTD Total	\$ 79,104,831	\$ 70,709,604	\$ 8,395,227

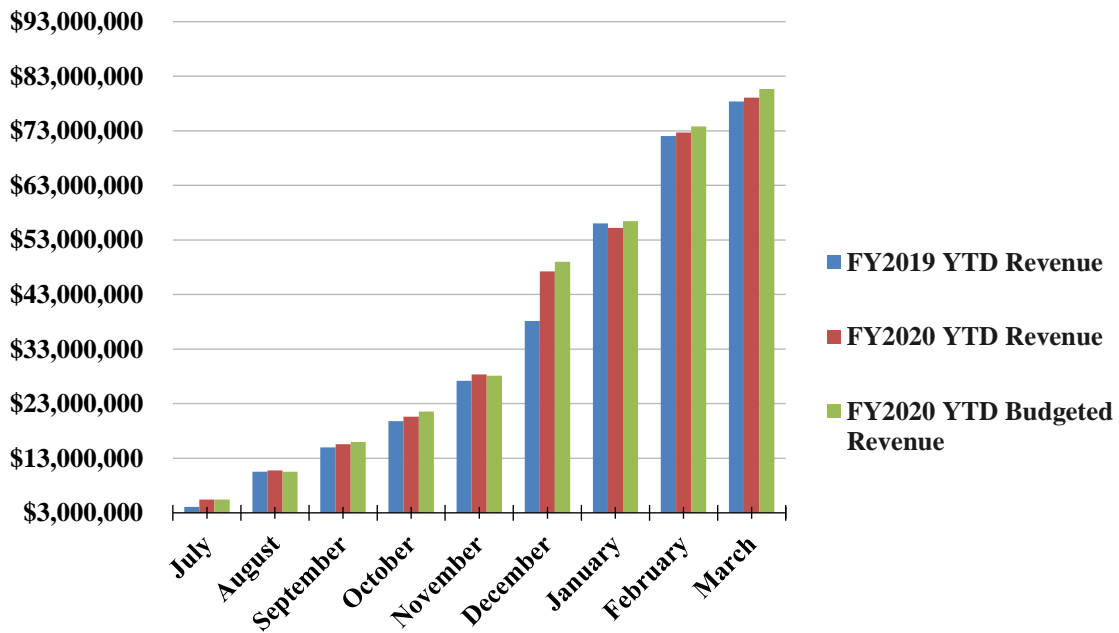


General Fund Revenue Comparison

Fiscal Year 2020

As of March 31, 2020

	FY 2020 Revenue	FY 2019 Revenue	Variance
July	\$ 5,454,774	\$ 4,091,658	\$ 1,363,116
August	5,286,834	6,447,488	(1,160,655)
September	4,836,616	4,448,778	387,838
October	5,059,424	4,797,738	261,686
November	7,710,416	7,399,053	311,362
December	18,909,185	10,970,345	7,938,839
January	7,951,271	17,899,039	(9,947,768)
February	17,481,296	15,975,125	1,506,171
March	6,415,015	6,350,095	64,920
April	-	-	-
May	-	-	-
June	-	-	-
YTD Total	\$ 79,104,831	\$ 78,379,320	\$ 725,510



GENERAL FUND REVENUES
Fiscal Year 2020
As of March 31, 2020

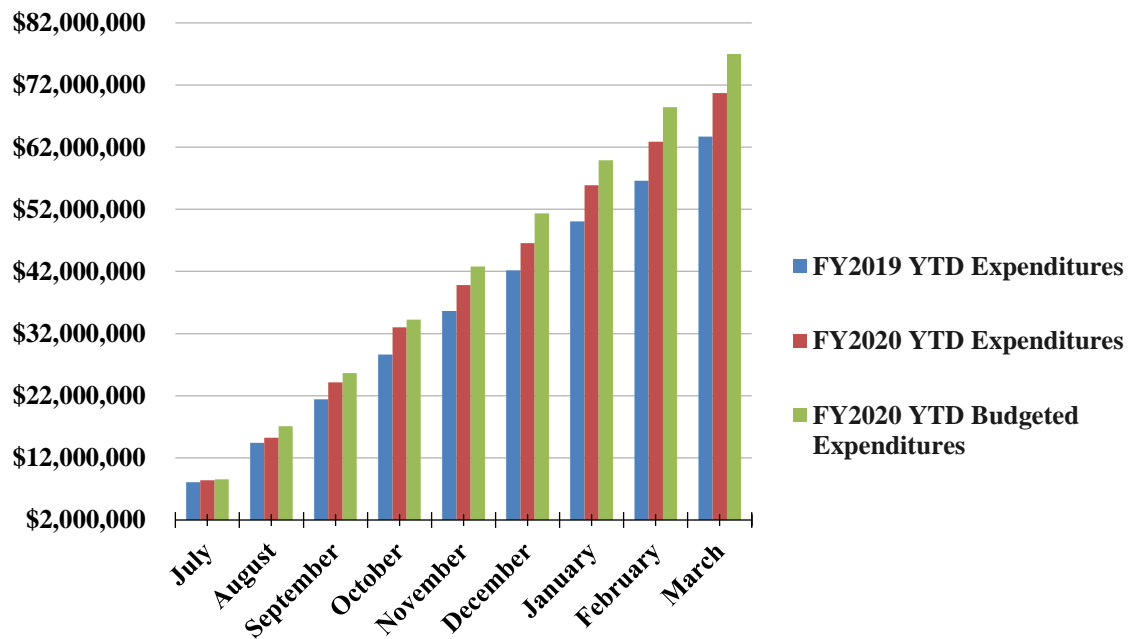
	Total Budget	YTD	Month
TAXES			
Prior Year Property Taxes	1,020,975	922,883	31,285
2019 Property Taxes	32,000,000	28,892,217	1,760,315
PILOTS	105,140	90,175	-
Local Option Sales Tax	20,492,455	14,314,807	1,362,760
Beer & Liquor Tax	4,291,557	3,180,776	276,438
Business License	2,648,841	915,034	106,838
Franchise Tax (cable)	1,501,048	632,931	83,052
Hote/Motel	425,000	330,889	24,732
Other Taxes	482,100	227,186	16,479
TOTAL TAXES	62,967,116	49,506,898	3,661,898
LICENSES AND PERMITS			
Building Permits	1,925,000	1,837,967	186,362
Other Permits	132,269	72,265	7,850
TOTAL PERMITS	2,057,269	1,910,232	194,212
INTERGOVERNMENTAL			
Grant reimbursements	295,888	23,013	2,653
State Shared Revenues			
TVA Replacement Tax	1,552,000	817,498	-
State Sales Tax	11,712,375	9,294,426	929,785
State Street Aid	5,339,000	3,918,297	408,587
Other Taxes	2,161,008	1,652,174	388,474
TOTAL INTERGOVERNMENTAL	21,060,271	15,705,409	1,729,499
OTHER REVENUES			
Charges for Services	933,050	519,598	55,632
Recreation	634,155	309,888	4,905
Golf Courses	645,975	346,177	22,727
Fines and Forefeitures	582,056	381,558	35,874
Investment & Interest Earnings	351,500	284,164	24,238
Other Misc. Revenues	288,362	1,065,865	277,698
Transfer from CDE	4,800,000	3,499,742	392,432
Transfer From CGW	3,954,295	2,431,789	0
Other Transfers	443,025	273,510	15,900
TOTAL OTHER REVENUES	12,632,418	9,112,292	829,406
TOTAL REVENUES GENERAL FU	98,717,074	76,234,830	6,415,015

General Fund Expenditure Comparison

Fiscal Year 2020

As of March 31, 2020

	FY 2020 Expenditures	FY 2019 Expenditures	Variance
July	\$ 8,407,620	\$ 8,104,262	\$ 303,358
August	6,844,729	6,305,053	539,676
September	8,912,821	7,022,647	1,890,175
October	8,818,714	7,220,036	1,598,678
November	6,798,578	6,961,101	(162,523)
December	6,760,944	6,546,791	214,154
January	9,314,931	7,912,332	1,402,599
February	7,016,970	6,497,012	519,958
March	7,834,296	7,117,979	716,317
April	-	-	-
May	-	-	-
June	-	-	-
YTD Total	\$ 70,709,604	\$ 63,687,212	\$ 7,022,391

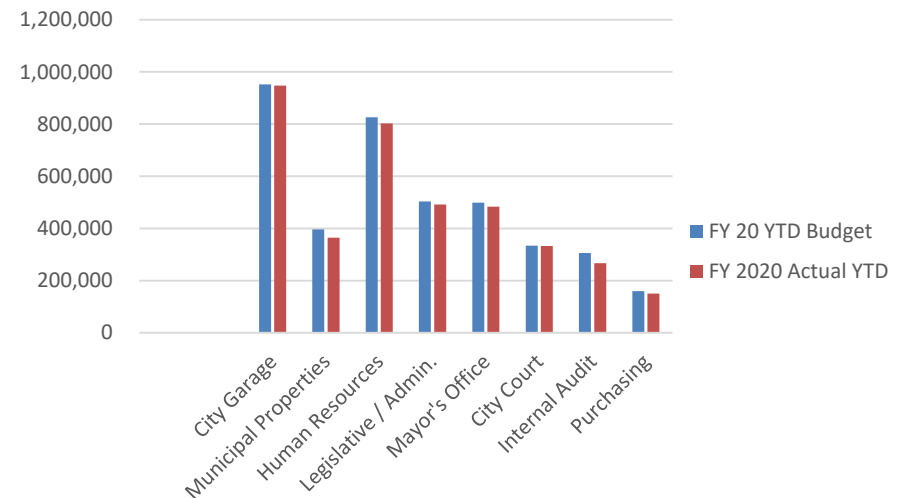
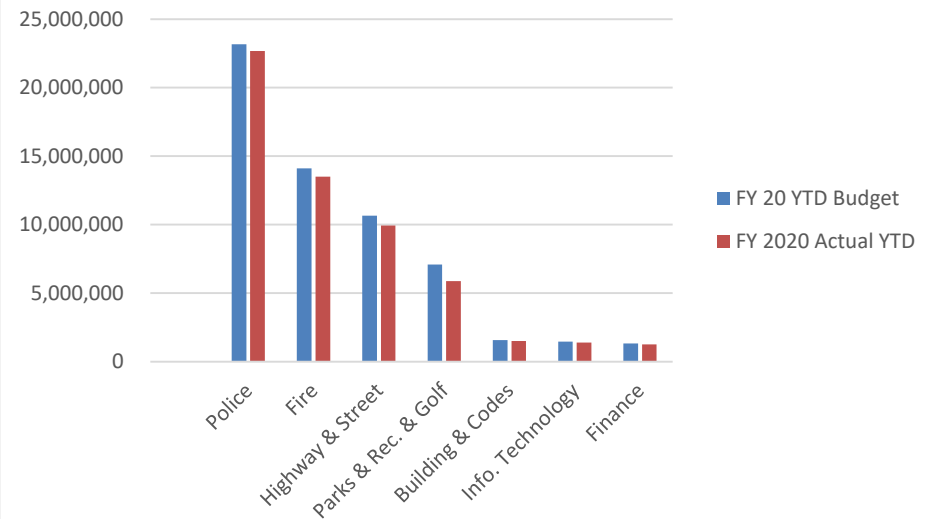


General Fund Year-to-Date Departmental Budget vs. Actual Expenditures

Fiscal Year 2020

As of March 31, 2020

Departmental:	Expenditures FY 2019 YTD	Estimated YTD Budget	Variance (Over)Under
Police	\$ 22,686,101	\$ 23,177,291	\$ 491,190
Fire	13,516,182	14,120,977	604,795
Highway & Street	9,943,421	10,656,440	713,018
Parks & Rec. & Golf	5,892,480	7,097,264	1,204,784
Building & Codes	1,513,748	1,575,402	61,654
Info. Technology	1,397,876	1,465,476	67,600
Finance	1,259,582	1,324,811	65,229
City Garage	947,584	952,637	5,053
Municipal Properties	363,993	396,011	32,018
Human Resources	802,290	826,517	24,226
Legislative / Admin.	491,930	503,417	11,486
Mayor's Office	482,945	498,596	15,650
City Court	332,690	334,115	1,425
Legal	350,775	353,819	3,044
Internal Audit	267,069	305,978	38,909
Purchasing	150,141	159,323	9,182
Departmental Total	60,398,807	63,748,073	3,349,265
Nondepartmental:			
Debt	4,738,258	7,275,813	2,537,555
Transit	1,985,944	1,863,684	(122,260)
Retirees	1,028,750	1,178,314	149,564
Other	2,557,845	2,933,123	375,278
YTD Total	\$ 70,709,604	\$ 76,999,007	\$ 6,289,402



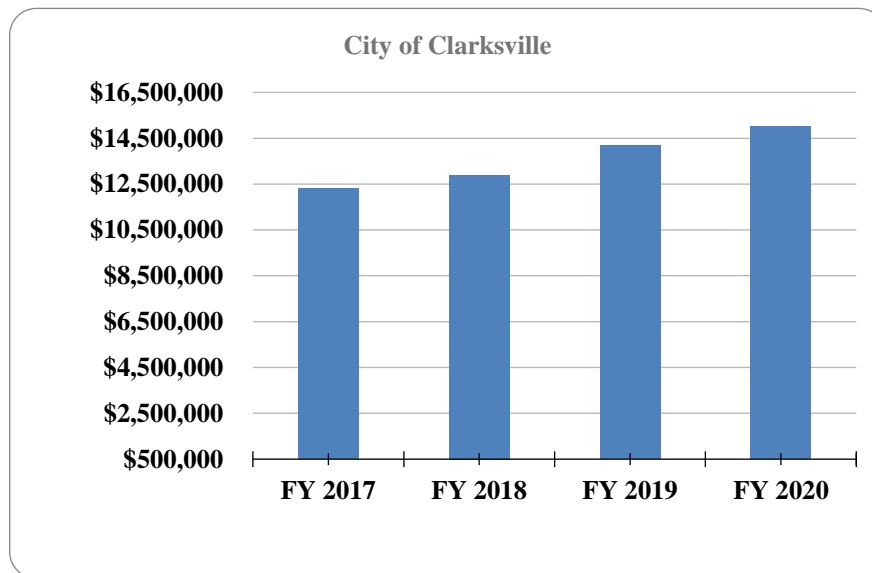
Schedule of Sales Tax Collections

Fiscal Year 2020

As of March 31, 2020

City of Clarksville Local Sales & Use Tax

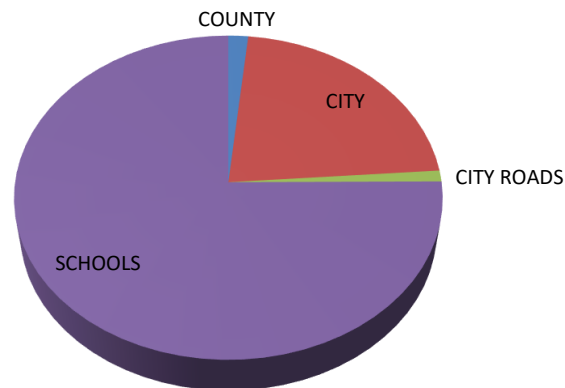
	Net Collections	Net Collections	Net Collections	Net Collections
	FY 2017	FY 2018	FY 2019	FY 2020
July	\$ 1,291,892	\$ 1,425,145	\$ 1,524,372	\$ 1,607,009
August	1,394,223	1,453,282	1,552,311	1,584,610
September	1,312,394	1,376,154	1,461,197	1,553,548
October	1,305,179	1,330,621	1,576,737	1,541,129
November	1,362,262	1,443,473	1,509,818	1,547,242
December	1,275,621	1,357,713	1,602,804	1,559,998
January	1,356,898	1,454,962	1,559,092	1,649,239
February	1,807,932	1,823,774	2,079,756	2,544,675
March	1,196,658	1,234,732	1,333,119	1,429,615
April				
May				
June				
YTD Total	\$ 12,303,059	\$ 12,899,856	\$ 14,199,206	\$ 15,017,064



Local Sales Tax Collections
Fiscal Year 2020
As of March 31, 2020

TOTAL		NET COLLECTIONS PAID TO				GROSS COLLECTIONS		
	NET COLLECTIONS	COUNTY	CITY	CITY ROADS	SCHOOLS	UNINCORPORATED AREA	CITY LIMITS	PAID TO STATE
July	\$ 6,902,369	\$ 113,097	\$ 1,531,859	\$ 75,150	\$ 5,182,264	\$ 900,496	\$ 6,080,408	\$ 78,535
August	6,720,676	106,434	1,510,507	74,103	5,029,633	801,486	5,995,658	76,468
September	6,460,371	96,698	1,480,898	72,650	4,810,125	655,748	5,878,129	73,506
October	6,395,968	95,166	1,469,060	72,069	4,759,673	637,600	5,831,141	72,773
November	6,395,605	94,012	1,474,887	72,355	4,754,350	614,102	5,854,271	72,769
December	6,384,366	90,981	1,487,046	72,952	4,733,387	554,474	5,902,534	72,641
January	6,800,429	99,211	1,572,114	77,125	5,051,979	637,609	6,240,195	77,375
February	10,549,656	156,468	2,425,676	118,999	7,848,513	1,041,451	9,628,239	120,034
March	5,800,974	80,414	1,362,760	66,854	4,290,945	5,409,207	457,771	66,004
April	-							
May	-							
June	-							
YTD TOTAL	\$ 62,410,414	\$ 932,481	\$ 14,314,807	\$ 702,257	\$ 46,460,868	\$ 11,252,173	\$ 51,868,346	\$ 710,106

Monthly Distribution



Capital Project Status Report
Fiscal Year 2020
As of March 31, 2020

ACTIVE PROJECTS FY2019-2020		TOTAL FUNDING	FY EXPENSES 7/1/19-3/31/19	TOTAL ACTIVE PROJECT EXPENSES **	PROJECT BALANCE
STREET DEPARTMENT:					
93101	Rossvie/Dunbar Cave/Cardinal Improvement	13,280,000	185,563	2,704,099	10,575,901
14301	Edmondson Ferry/1A Bypass Intersection Improvement	1,150,004	9,640	1,150,002	2
15306	Northeast Connector	16,808,700	341,758	1,217,798	15,590,902
17301	International & Dunlop Intersection Improvement	2,807,831	322,754	445,506	2,362,325
17304	Adaptive Signal Control Project (Wilma)	1,200,000	0	0	1,200,000
17305	Tylertown & Oakland Intersection Improvement	10,000,000	259,144	832,352	9,167,648
17307	Tylertown & Trenton Drainage Overflow Project	1,040,185	5,494	73,747	966,438
18301	Drainage Mitigation FY2018	280,801	0	106,642	174,159
18302	New Sidewalks FY2018	934,954	74,685	146,225	788,730
19301	Lilac Lane	100,000	0	1,600	98,400
19302	Whitfield Road Improvements	3,350,000	780,588	988,917	2,361,083
19303	Spot Intersection Improvements	1,500,000	43,852	50,052	1,449,948
20301	Dunbar Cave Road Bridge	600,000	0	0	600,000
20302	4th Street and College Signal	400,000	0	0	400,000
20303	New Sidewalks FY20-24	900,000	690,119	690,119	209,881
20304	Drainage Mitigation FY20-24	450,000	0	0	450,000
20305	Cemetery Retaining Wall	510,000	1,500	1,500	508,500
		\$ 55,312,475	\$ 2,715,096	\$ 8,408,558	\$ 46,903,917
PARKS & RECREATION:					
16503	Athletic Complex	5,650,000	125,435	4,597,196	1,052,805
16504	Red River East Trail Project	2,146,832	898,382	2,150,185	-3,353
17501	Valleybrook Park & Upland Trail Connector	160,000	0	0	160,000
17502	Public Spaces	150,000	0	148,750	1,250
17503	Edith Pettus Park Renovations	201,800	15,000	23,615	178,185
17504	Crow Community Center Renovation	370,000	0	119,866	250,134
17505	Liberty Park/Marina Remediation	905,218	31,421	91,945	813,273
17506	Swan Lake Renovations	1,046,605	223	1,039,218	7,387
19502	Pollard Road Additional Parking	319,199	34,244	42,244	276,955
19503	Billy Dunlop Pavillion & Restroom	382,485	271,876	273,876	108,609
19504	Heritage Park Improvements	1,000,000	283,148	501,016	498,984
19505	Regional Community Center	500,000	0	0	500,000
20501	Red River Pedestrian Bridge	3,068,233	1,721	1,721	3,066,512
20502	Mason Rudolph Cart Path Paving	125,000	0	0	125,000
20503	Swan Lake Cart Path Paving	190,800	32,400	32,400	158,400
20504	Burt Cobb Recreation Center Roof	200,000	0	0	200,000
		\$ 16,416,172	\$ 1,693,851	\$ 9,022,032	\$ 7,394,140
FIRE DEPARTMENT:					
16221	Fire Maintenance Facility	901,377	12,000	13,300	888,077
20221	Renovation of Station 10	125,000	0	0	125,000
20222	Custom Engine (replaces 1999 model)	590,000	0	0	590,000
		\$ 1,616,377	\$ 12,000	\$ 13,300	\$ 1,603,077
POLICE DEPARTMENT:					
19211	District 3 Precinct Building	3,500,000	176,800	176,800	3,323,200
		\$ 3,500,000	\$ 176,800	\$ 176,800	\$ 3,323,200
GENERAL GOVERNMENT:					
41016	Corporate Business Park Expansion	\$ 14,368,821	\$ -	\$ 14,092,700	\$ 276,121
13101	Clarksville Performing Arts & Conf Center	1,614,713	3,000	179,907	1,434,806
15102	TDOT 2013 Multimodal Access	906,017	40,950	169,830	736,187
16103	2015 Multimodal Access Grant	915,758	100,939	222,043	693,715
19101	New Council Chambers	0	0	0	0
19102	Structural Repairs - Cumberland Garage	1,099,036	0	0	1,099,036
20101	Frosty Morn	1,200,000	0	0	1,200,000
		\$ 20,104,345	\$ 144,889	\$ 14,664,480	\$ 5,439,865
debt issuance costs					
Total Spent YTD: Major Projects		\$ 96,949,369	\$ 4,742,635	\$ 32,285,170	\$ 64,664,200

* Fiscal Year to date invoices paid (July 1st to current month end)

** **Total Active Expenses** includes all expenses paid during the life of a project, not just the current fiscal year.

Fund Balances
Fiscal Year 2020
As of March 31, 2020

Fund	Estimated Beginning Fund Balance 7/01/19	Revenues YTD	Expenditures YTD	Estimated Ending Fund Balance 1/31/20
General Fund:	\$ 29,943,642	\$ 76,234,830	\$ 70,709,604	\$ 35,468,868
Capital Projects Fund:	2,556,107	2,226,970	4,742,635	40,441
Debt Service Fund:	474,377	5,225,414	5,205,919	493,872
Internal Service Funds:	6,300,385	12,213,535	12,694,066	5,819,854
Non-Major Governmental Funds:				
Drug Fund	502,153	333,469	109,634	725,987
Road Improvement Fund	1,094,794	702,257	0	1,797,051
Police Special Fund	191,193	313,222	513,562	(9,147)
Parks Special Fund	362,757	307,335	357,473	312,619
Other Special Revenue Fund*	840,479	373,576	477,355	736,700
Community Development	460,231	1,370,960	1,512,043	319,148
Capital Projects Revenue District Fund	78,179	2,870,000	499,225	2,448,954

* Includes: Fire Spec. Rev., Traffic Camera Police & Parks, SRF

Notice of Grant Applications
Fiscal Year 2020
As of March 31, 2020

Date	Project Title	Funding	Funds	Match	Status	Notes
10/03/18	Transportation Alternative Program	TN Dept of Transportation	\$1,994,338 \$1,818,233	\$498,584 \$674,689	Awarded	Funding for a pedestrian bridge over the Red River to complete the connection between the Red River Trail and the Greenway
10/26/18	Assistance to Firefighters Grant	Dept of Homeland Security (FEMA)	\$127,846	\$12,784	Not funded	To purchase 82 sets of ballistic protective equipment for firefighters in the event of an active shooter/mass casualty situation.
12/06/18	2018 Fire Prevention & Safety Grant	Dept of Homeland Security (FEMA)	\$56,840	\$2,841	Not funded	To purchase a new fire safety trailer used for public education programs and to pay for 2 fire staff to become certified as Fire and Safety Educators.
02/15/19	Riverfest	Sam's Club (LG Highway)	\$2,000	\$0	Awarded	Requested their community grant program funding to support our 2019 Riverfest event.
03/15/19	TN Highway Safety Office 2020 Alcohol Impairment	THSO	\$90,000	\$0	Awarded	For continued fuding for alcohol and impaired driver countermeasures. This grant pays for overtime for police officers to conduct DUI checkpoints and saturation patrols for a one year period.
05/30/19	Heritage Park Dog Park Enhancement	Boyd Foundations Dog Park Dash	\$12,045	\$0	Submitted	Requested funding to purchase new agility and play equipment as well as amenities for Heritage dog park
06/07/19	2019 TAEP Tree Planting at Billy Dunlop Park	TN Dept of Agriculture	\$2,743	\$2,743	Awarded	To purchase 25 new trees to be planted at Billy Dunlop Park.
08/23/19	2019 JAG Grant	US Dept of Justice	\$59,459	\$0	Awarded	Annually shared with Montgomery County Sheriff's Office. CPD will use our share to purchase a 3D laser scanner to analyze crime scenes. The Sheriff will use their share for wireless communication services for dupites in the field.
08/30/19	2020 Childhood Obesity Prevention	US Conf of Mayoers/American Beverage Foundation	\$120,000	\$0	Not funded	To strt a new Athletic Leqgue Scholarship Program. Awards will be \$125,000 and \$25,000 for 1st and 2nd places, respectively. Low income youth can compete for scholarships to any of the City's athletic leagues by submitting an application and essay.
10/03/19	Transportation Alternative Program	TN Dept of Transportation	\$493,176	\$123,294	Submitted	Funding to construct new sidewalks to benefit Clarksville High School, Richview Middle School and Pisgah Elementary School.

Date	Project Title	Funding	Funds	Match	Status	Notes
11/25/19	TAEP Farmers Market Promotion	TN Dept of Agriculture	\$750	\$0	Submitted	Funding to advertise and promote the downtown market.
03/06/20	Movies in the Park	Walmart #673	\$1,000	\$0	Submitted	Funding to support the 2020 Mayor's Summer Night Lights Program
03/06/20	Movies in the Park	Walmart #1075	\$1,000	\$0	Submitted	Funding to support the 2020 Mayor's Summer Night Lights Program
03/06/20	Riverfest	Sam's Club #6512	\$2,000	\$0	Submitted	Funding to support the 2020 Riverfest event
03/06/20	Movies in the Park	Walmart #4589	\$1,000	\$0	Submitted	Funding to support the 2020 Mayor's Summer Night Lights Program
03/06/20	Movies in the Park	Walmart #3495	\$1,000	\$0	Submitted	Funding to support the 2020 Mayor's Summer Night Lights Program
03/06/20	Fire Rescue Smoke Alarm Program	Walmart #4469	\$1,500	\$0	Submitted	Funding to support the CFD Family Assistance Program to help assist families affected by fire by providing them with toiletries, etc. and purchase smoke alarms to be installed free of charge.
03/10/20	2020 COPS Hiring Program	US DOJ	\$1,125,000	\$587,015	Submitted	Federal funding to hire 9 new police officers. If awarded, funding will pay a percentage of the officers salaries and benefits over a three year period.
03/19/20	2019 Assistance to Firefighters Grant	US Dept of Homeland Security	\$146,489	\$14,649	Submitted	Federal funding to purchase mobile air units, thermal imaging cameras and training for CFD.
03/24/20	2021 Teen Driver Safety Education	TN Highway Safety Office (THSO)	\$14,067	\$0	Submitted	Funding to cover staff expenses and to purchase equipment for the purpose of conducting safety days and educational trainings for young drivers as well as enforcement of seat belt usage by young drivers in school zones.
03/25/20	2021 Alcohol & Impaired Driving Enforcement	TN Highway Safety Office (THSO)	\$133,505	\$0	Submitted	Funding for alcohol and impaired driver countermeasures. Pays for overtime for officers to conduct DUI checkpoints and saturation patrols for a one year period. Including purchase of equipment for DUI checkpoints.

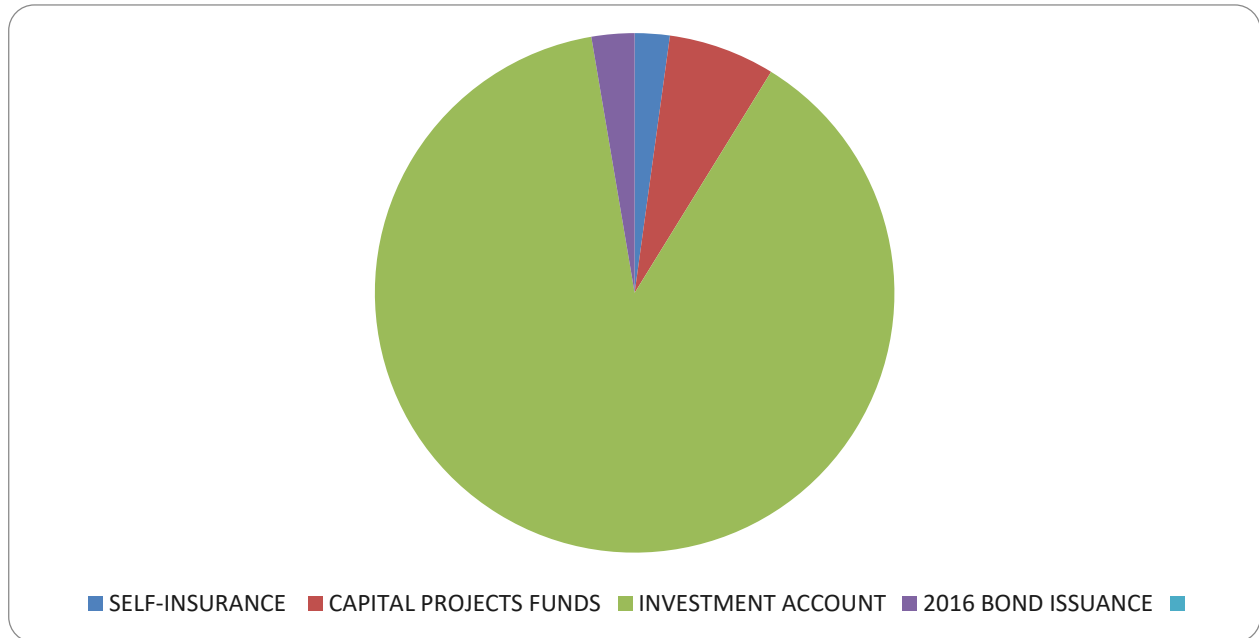
Date	Project Title	Funding	Funds	Match	Status	Notes
03/25/20	2021 Child Passenger Safety and Occupant Protection	TN Highway Safety Office (THSO)	\$10,564	\$0	Submitted	Funding for child safety seats and booster seats to provide to low income families and staff time for events/enforcement of proper use of child passenger restraints.
03/27/20	2021 Bicycle/Pedestrian Safety	TN Highway Safety Office (THSO)	\$13,544	\$0	Submitted	Funding for training of officers for bicycle/pedestrian crash investigations, staff time for enforcement and public awareness activities.
03/30/20	2021 Distracted Driving	TN Highway Safety Office (THSO)	\$28,850	\$0	Submitted	Funding to purchase driving simulators for distracted driving educational purposes and public events.

Investment Report

Fiscal Year 2020

As of March 31, 2020

ISSUER NAME	PAR VALUE	CUSIP	COUPON
LOCAL GOVERNMENT INVESTMENT POOL			
SELF-INSURANCE	\$ 591,166		1.370
CAPITAL PROJECTS FUNDS	1,804,191		1.370
INVESTMENT ACCOUNT	24,083,292		1.370
2016 BOND ISSUANCE	726,122		1.370
			1.370
LGIP TOTAL / AVERAGE	\$ 27,204,771		1.370



CDE Lightband
Rolling 4 month Balance Sheet - Broadband Division
March 31, 2020

	<u>3/31/19</u>	<u>% Change</u>	<u>3/31/20</u>	<u>2/29/20</u>	<u>1/31/20</u>	<u>12/31/19</u>
Assets						
Current Assets:						
Cash -Operating Account	\$ 6,395,156.46	-9.58%	\$ 5,782,482.51	\$ 6,442,439.03	\$ 6,182,946.05	\$ 5,782,103.72
Accounts Receivable:						
Subscribers, less allowance	1,485,372.14	6.44%	1,580,967.92	1,538,186.38	1,457,037.97	1,457,895.08
Other	47,129.93	-15.31%	39,914.32	35,829.00	28,940.80	31,626.26
Temporary advances - Electric	1,964,469.08	0.04%	1,965,275.56	1,900,474.79	2,075,870.24	2,111,484.45
Inventory	<u>370,937.02</u>	<u>72.37%</u>	<u>639,398.43</u>	<u>553,812.52</u>	<u>550,340.11</u>	<u>359,898.95</u>
Total Current Assets	\$ 10,263,064.63	-2.48%	\$ 10,008,038.74	\$ 10,470,741.72	\$ 10,295,135.17	\$ 9,743,008.46
Noncurrent Assets:						
Construction Work In Progress	\$ 343,259.55	-98.33%	\$ 5,730.74	\$ 5,804.88	\$ 39,319.54	\$ 35,325.52
Telecommunications Plant	8,103,807.82	4.82%	8,494,721.90	8,558,384.96	8,517,887.25	8,528,124.09
Accumulated Depreciation	(5,506,657.72)	0.85%	(5,553,501.14)	(5,569,428.66)	(5,521,341.28)	(5,483,574.14)
Deferred Debit - Software & Outflows of Resources	<u>295,785.16</u>	<u>24.77%</u>	<u>369,065.48</u>	<u>402,555.79</u>	<u>459,361.48</u>	<u>475,674.15</u>
Total Noncurrent Assets	\$ 3,236,194.81	2.47%	\$ 3,316,016.98	\$ 3,397,316.97	\$ 3,495,226.99	\$ 3,555,549.62
Total Assets	<u>\$ 13,499,259.44</u>	-1.30%	<u>\$ 13,324,055.72</u>	<u>\$ 13,868,058.69</u>	<u>\$ 13,790,362.16</u>	<u>\$ 13,298,558.08</u>
Retained Earnings and Liabilities:						
Retained Earnings (Deficit):						
Retained Earnings - Beginning of Year	\$ (3,011,499.48)	-126.69%	\$ 803,836.93	\$ 803,836.93	\$ 803,836.93	\$ 803,836.93
Retained Earnings - YTD	2,562,665.52	15.27%	2,953,912.65	2,604,408.39	2,335,433.99	1,901,478.98
Retained Earnings - Current	<u>444,676.02</u>	<u>-7.57%</u>	<u>411,019.05</u>	<u>349,504.26</u>	<u>268,974.40</u>	<u>433,955.01</u>
Total Retained Earnings (Deficit)	<u>\$ (4,157.94)</u>	-100360.43%	<u>\$ 4,168,768.63</u>	<u>\$ 3,757,749.58</u>	<u>\$ 3,408,245.32</u>	<u>\$ 3,139,270.92</u>
Current Liabilities:						
Accounts Payable	\$ 2,018,271.51	4.70%	\$ 2,113,081.53	\$ 3,096,786.16	\$ 2,315,093.95	\$ 2,121,870.47
Unearned Revenue	\$ 609,040.12	12.06%	\$ 682,497.65	\$ 682,497.65	\$ 682,497.65	\$ 682,497.65
Other Accrued Payables	<u>237,812.87</u>	<u>10.19%</u>	<u>262,047.25</u>	<u>232,259.61</u>	<u>285,018.50</u>	<u>254,664.91</u>
Total Current Liabilities	\$ 2,865,124.50	6.72%	\$ 3,057,626.43	\$ 4,011,543.42	\$ 3,282,610.10	\$ 3,059,033.03
Noncurrent Liabilities:						
Customer Deposits	\$ 2,794.42	-59.29%	\$ 1,137.48	\$ 1,287.48	\$ 1,287.48	\$ 1,337.48
Postretirement Benefits	331,573.33	4.34%	345,978.05	346,933.08	347,674.13	348,371.52
Deferred Inflows of Resources	7,994.00	1208.66%	104,614.00	104,614.00	104,614.00	104,614.00
Long Term Debt to the Electric Division	<u>10,295,931.13</u>	<u>-45.16%</u>	<u>5,645,931.13</u>	<u>5,645,931.13</u>	<u>6,645,931.13</u>	<u>6,645,931.13</u>
Total Noncurrent Liabilities	\$ 10,638,292.88	-42.68%	\$ 6,097,660.66	\$ 6,098,765.69	\$ 7,099,506.74	\$ 7,100,254.13
Total Liabilities	<u>\$ 13,503,417.38</u>	-32.20%	<u>\$ 9,155,287.09</u>	<u>\$ 10,110,309.11</u>	<u>\$ 10,382,116.84</u>	<u>\$ 10,159,287.16</u>
Total Liabilities & Retained Earnings	<u>\$ 13,499,259.44</u>	-1.30%	<u>\$ 13,324,055.72</u>	<u>\$ 13,868,058.69</u>	<u>\$ 13,790,362.16</u>	<u>\$ 13,298,558.08</u>

CDE Lightband
Income Statement - Broadband Division
3/31/2020

	<u>3/31/19</u>	<u>% Change</u>	<u>3/31/20</u>	<u>2/29/20</u>	<u>1/31/20</u>	<u>12/31/19</u>
Operating Revenue:						
Programming Revenue	\$ 421,881.72	4.17%	\$ 439,473.85	\$ 442,492.71	\$ 450,116.78	\$ 420,910.58
Internet Revenue	1,159,064.10	9.82%	1,272,890.37	1,268,453.42	1,256,338.36	1,246,310.72
Telephone Revenue	145,749.93	4.79%	152,737.80	149,463.99	143,662.93	149,107.17
Miscellaneous Fee Revenue	182,748.87	-25.43%	136,281.35	137,998.92	138,794.88	165,298.91
Total Operating Revenues	<u>1,909,444.62</u>	4.81%	<u>2,001,383.37</u>	<u>1,998,409.04</u>	<u>1,988,912.95</u>	<u>1,981,627.38</u>
 Cost of Programming & Services	 <u>713,862.44</u>	 2.69%	 <u>733,034.95</u>	 <u>703,815.65</u>	 <u>751,303.36</u>	 <u>694,224.24</u>
Gross Revenue:	\$ 1,195,582.18	6.09%	\$ 1,268,348.42	\$ 1,294,593.39	\$ 1,237,609.59	\$ 1,287,403.14
Operating Expenses:						
Network Support Expense-Video	\$ 34,796.25	12.62%	\$ 39,189.13	\$ 35,397.72	\$ 38,326.29	\$ 33,675.63
Network Support Expense-Internet	131,545.40	5.09%	138,237.22	138,458.28	141,213.22	136,706.60
Network Support Expense-Phone	15,681.56	-0.39%	15,620.16	15,589.46	17,705.78	15,620.16
Network Admin. & Oper. Expense	104,512.44	20.07%	125,486.85	108,147.67	130,249.45	114,004.43
Building & Office Expense	8,047.00	0.00%	8,047.00	8,047.00	8,047.00	8,047.00
Depreciation & Amortization Expense	66,807.58	38.65%	92,631.49	92,571.19	105,071.45	101,515.03
General & Administrative Expense	148,633.31	50.10%	223,103.37	232,204.23	167,126.36	196,112.78
Station Apparatus Expense	117,414.03	-13.36%	101,722.68	152,963.24	195,913.24	120,996.87
Customer Service Expense	50,226.60	4.29%	52,379.83	64,673.54	58,770.19	52,149.24
Marketing Expense	58,109.46	-7.42%	53,796.64	89,818.36	99,131.08	67,010.53
Total Operating Expenses	\$ 735,773.63	15.55%	\$ 850,214.37	\$ 937,870.69	\$ 961,554.06	\$ 845,838.27
Operating Income (Loss)	\$ 459,808.55	-9.06%	\$ 418,134.05	\$ 356,722.70	\$ 276,055.53	\$ 441,564.87
 Interest Expense	 12,059.44	 -66.48%	 4,041.91	 4,145.35	 4,008.04	 4,536.77
Other Expenses - Tax Equivalent	3,073.09	0.00%	3,073.09	3,073.09	3,073.09	3,073.09
Other Expense - Loss on Retirement of Equipment	\$ -		\$ -	\$ -	\$ -	\$ -
Total Other Expenses (Income)	\$ 15,132.53	-52.98%	\$ 7,115.00	\$ 7,218.44	\$ 7,081.13	\$ 7,609.86
Net Income (Loss)	\$ 444,676.02	-7.57%	\$ 411,019.05	\$ 349,504.26	\$ 268,974.40	\$ 433,955.01
 EBITDA	 \$ 526,616.13		 \$ 510,765.54	 \$ 449,293.89	 \$ 381,126.98	 \$ 543,079.90

<p style="text-align: center;">CDE Lightband Cash Flow Statement - Broadband Division March 31, 2020</p>

RECONCILIATION OF OPERATING INCOME TO
NET CASH PROVIDED BY OPER ACTIVITIES:

Operating income (loss)	\$ 418,134.05
Adjustments to reconcile oper income to cash provided (used) by operating activities	
Depreciation and amortization	92,631.49
Changes in:	
Accounts receivable	(46,866.86)
Advances to Electric	(64,800.77)
Inventory	(85,585.91)
Accounts payable	(983,704.63)
Accrued expenses	28,832.61
Customer deposits	(150.00)
Other	<u>26,375.31</u>
Net Cash Used by Operating Activities	<u>(615,134.71)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Payment of long term debt	-
Additions to plant	<u>(44,821.81)</u>
Net Cash Used by Financing Activities	<u>(44,821.81)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS \$ (659,956.52)

CASH AND CASH EQUIVALENTS - BEG OF MONTH 6,442,439.03

CASH AND CASH EQUIVALENTS - END OF MONTH \$ 5,782,482.51

CDE Lightband
Rolling 4 Month Balance Sheet - Electric Division
March 31, 2020

	<i>Prior Year</i>					
	<u>3/31/2019</u>	<u>% Change</u>	<u>3/31/2020</u>	<u>2/29/2020</u>	<u>1/31/2020</u>	<u>12/31/2019</u>
UTILITY PLANT						
1 Electric Plant	\$ 292,550,677.10	6.56%	\$ 311,730,311.37	\$ 309,818,913.25	\$ 307,916,645.32	\$ 307,045,501.33
2 Less Depreciation	<u>(101,576,474.00)</u>	<u>4.83%</u>	<u>(106,480,470.76)</u>	<u>(105,940,590.51)</u>	<u>(105,371,738.29)</u>	<u>(104,975,954.84)</u>
3 Total	\$190,974,203.10	7.48%	\$205,249,840.61	\$203,878,322.74	\$202,544,907.03	\$202,069,546.49
4 Unamortized acq. adj.	<u>81,122.31</u>	<u>-44.44%</u>	<u>45,067.95</u>	<u>48,072.48</u>	<u>51,077.01</u>	<u>54,081.54</u>
6 Total Plant - Net	\$191,055,325.41	7.45%	\$205,294,908.56	\$203,926,395.22	\$202,595,984.04	\$202,123,628.03
OTHER PROPERTY AND INVESTMENTS						
8 Interdivisional loan	10,295,931.13	-45.16%	5,645,931.13	5,645,931.13	6,645,931.13	6,645,931.13
9 Sinking Funds	7,317,283.82	-0.74%	7,263,063.20	7,262,504.61	8,515,130.42	8,013,295.02
12 Other Special Funds	<u>-</u>		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
13 Total	17,613,214.95	-26.71%	12,908,994.33	12,908,435.74	15,161,061.55	14,659,226.15
CURRENT AND ACCRUED ASSETS						
14 General Cash/temp cash investments	8,950,456.93	-33.69%	5,935,136.64	8,009,942.50	7,194,544.01	9,056,555.66
14.1 Reserved Cash	27,524,582.37	-19.79%	22,076,543.77	21,977,956.32	24,775,088.86	24,533,763.23
15 Accounts Receivable	13,169,823.61	-10.56%	11,779,432.47	13,893,320.95	11,168,075.66	11,466,436.60
16 Materials and Supplies	4,223,878.91	-6.61%	3,944,763.73	4,166,065.16	3,963,458.05	4,320,330.04
18 Other Current Assets	<u>21,924,118.94</u>	<u>25.47%</u>	<u>27,508,377.97</u>	<u>25,709,800.10</u>	<u>24,856,935.56</u>	<u>24,598,318.37</u>
19 Total	75,792,860.76	-6.00%	71,244,254.58	73,757,085.03	71,958,102.14	73,975,403.90
DEFERRED DEBITS						
22 Clearing Accounts	-		23,472.39	24,310.68	25,148.97	26,037.26
24 Energy Service Loans Rec	2,803,716.27	-35.03%	1,821,657.93	1,894,287.84	1,967,971.58	2,043,088.40
26 Other Deferred Debits	<u>4,020,621.88</u>	<u>-0.68%</u>	<u>3,993,132.91</u>	<u>4,180,434.43</u>	<u>4,345,780.64</u>	<u>4,455,350.59</u>
27 Total	6,824,338.15	-14.45%	5,838,263.23	6,099,032.95	6,338,901.19	6,524,476.25
28 TOTAL ASSETS & OTHER DEBITS	<u>\$291,285,739.27</u>	<u>1.37%</u>	<u>\$295,286,420.70</u>	<u>\$296,690,948.94</u>	<u>\$296,054,048.92</u>	<u>\$297,282,734.33</u>

CAPITAL

EARNINGS REINVESTED IN SYSTEM ASSETS

33 Beginning of year	171,989,065.77	5.62%	181,656,853.69	181,656,853.69	181,656,853.69	181,656,853.69
34 Current Year to Date	<u>10,136,862.95</u>	4.15%	<u>10,557,394.47</u>	<u>7,987,977.39</u>	<u>6,250,073.47</u>	<u>6,446,929.65</u>
35 Total	182,125,928.72	5.54%	192,214,248.16	189,644,831.08	187,906,927.16	188,103,783.34

Long Term Debt

39.1 Bonds and other Long Term Debt	62,600,000.00	-4.89%	59,540,000.00	59,540,000.00	59,540,000.00	59,540,000.00
40 Debt Premium and discount	<u>8,180,254.94</u>	-7.25%	<u>7,587,034.94</u>	<u>7,636,469.94</u>	<u>7,685,904.94</u>	<u>7,735,339.94</u>
41 Total	70,780,254.94	-5.16%	67,127,034.94	67,176,469.94	67,225,904.94	67,275,339.94

OTHER NON-CURRENT LIABILITIES

41.9 Post Retirement Benefits	1,426,933.75	12.06%	1,599,084.94	1,605,278.83	1,608,934.90	1,612,709.90
42 Energy Service Loans - Advances	<u>2,910,838.41</u>	-34.80%	<u>1,897,886.93</u>	<u>1,978,335.04</u>	<u>2,053,407.99</u>	<u>2,132,834.77</u>
44 Total	4,337,772.16	-19.38%	3,496,971.87	3,583,613.87	3,662,342.89	3,745,544.67

CURRENT AND ACCRUED LIABILITIES

46 Accounts Payable	24,316,478.95	-10.26%	21,821,941.13	25,898,599.57	25,901,677.14	27,165,854.21
47 Customer Deposits	6,778,295.06	4.03%	7,051,277.43	7,024,374.93	6,999,310.12	6,982,503.70
52.2 Interest Accrued - Other	216,692.70	-3.50%	209,102.09	45,543.70	1,083,463.50	866,770.80
53 Other Current Liabilities	<u>2,730,316.74</u>	23.28%	<u>3,365,845.08</u>	<u>3,317,515.85</u>	<u>3,274,423.17</u>	<u>3,142,937.67</u>
54 Total	34,041,783.45	-4.68%	32,448,165.73	36,286,034.05	37,258,873.93	38,158,066.38

58 TOTAL LIABILITIES AND OTHER CREDITS	<u>\$ 291,285,739.27</u>	1.37%	<u>\$ 295,286,420.70</u>	<u>\$ 296,690,948.94</u>	<u>\$ 296,054,048.92</u>	<u>\$ 297,282,734.33</u>
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CDE Lightband
Revenues and Expenses - Electric Division
3/31/2020

	<i>Prior Year</i>		<i>Prior 3 Months</i>			
	<u>3/31/2019</u>	<u>% Change</u>	<u>3/31/2020</u>	<u>2/29/2020</u>	<u>1/31/2020</u>	<u>12/31/2019</u>
OPERATING REVENUE						
59 Electric Sales Revenue	14,020,216.92	-4.47%	13,393,257.15	15,378,460.32	14,497,796.21	14,350,440.27
60 Revenue from Late Payments	124,797.16	1.11%	126,181.94	107,424.34	148,603.08	123,409.35
61 Misc Service Revenue	93,527.62	-2.97%	90,745.90	113,224.08	131,357.04	121,452.14
62 Rent from Electric Property	309,012.29	0.23%	309,709.73	309,009.77	311,468.49	308,183.59
63 Other Electric Revenue	0.28	<u>-60.71%</u>	0.11	(127.05)	(195.64)	0.56
64 Total Operating Revenue	14,547,554.27	-4.31%	13,919,894.83	15,907,991.46	15,089,029.18	14,903,485.91
PURCHASED POWER						
65 Total Power Cost	10,853,854.40	-25.94%	8,038,790.54	10,641,607.91	11,276,159.88	10,719,212.51
OPERATING EXPENSE						
66 Transmission Expense	3,459.77	75.72%	6,079.36	5,183.11	4,994.95	2,998.66
67 Distribution Expense	291,602.77	20.36%	350,974.82	344,441.83	432,649.21	244,233.03
68 Customer Accounts Expense	256,281.53	32.83%	340,412.55	324,172.26	337,991.94	285,176.54
69 Cust. Service and Inf. Exp.	20,729.73	62.08%	33,598.00	44,622.84	34,769.86	34,059.57
70 Sales Expense	9,325.37	27.13%	11,855.47	11,770.95	12,326.47	10,700.06
71 Admin. And General Expense	294,598.63	<u>26.37%</u>	372,275.86	422,850.02	481,954.44	397,032.37
72 Operating Expense	875,997.80	27.31%	1,115,196.06	1,153,041.01	1,304,686.87	974,200.23
MAINTENANCE EXPENSE						
73 Transmission Expense	3,523.48	30.08%	4,583.28	5,714.96	5,842.08	1,312.51
74 Distribution Expense	253,994.08	5.87%	268,912.23	399,536.93	690,492.38	306,552.47
75 Admin. and General Expense	192,469.39	<u>2.69%</u>	197,641.19	200,848.24	235,012.20	169,526.25
76 Maintenance Expense	449,986.95	4.70%	471,136.70	606,100.13	931,346.66	477,391.23
OTHER OPERATING EXPENSE						
77 Depreciation Expense	1,024,020.52	4.64%	1,071,511.72	1,067,670.64	1,066,093.88	1,054,320.53
78 Amort. of Acquisition Adjust.	3,004.53	0.00%	3,004.53	3,004.53	3,004.53	3,004.53
79 Taxes and Tax Equivalents	551,927.92	<u>1.57%</u>	560,584.32	555,360.02	567,466.90	560,410.72
80 Total other oper. Expense	1,578,952.97	3.56%	1,635,100.57	1,626,035.19	1,636,565.31	1,617,735.78
Total operating expense and 81 purchased power	13,758,792.12	-18.16%	11,260,223.87	14,026,784.24	15,148,758.72	13,788,539.75
INCOME						
82 Operating Income	788,762.15	237.20%	2,659,670.96	1,881,207.22	(59,729.54)	1,114,946.16
83 Other Income	77,124.23	-42.88%	44,050.02	43,997.77	50,685.13	53,336.37
84 Total Income	865,886.38	212.25%	2,703,720.98	1,925,204.99	(9,044.41)	1,168,282.53
85 Misc Income Deductions	-		-	-	(425.00)	-
86 Net Income before debt expense	865,886.38	212.25%	2,703,720.98	1,925,204.99	(9,469.41)	1,168,282.53
DEBT EXPENSE						
90 Interest on Long Term Debt	235,270.09	-22.58%	182,135.78	235,270.09	235,270.09	235,270.09
92 Other Interest Expense	1,485.96	7.88%	1,603.12	1,465.98	1,551.68	1,517.00
93 Amort. of Debt Disc. and Exp.	-		-	-	-	-
94 Amort. of Prem. on Debt	(49,435.00)	0.00%	(49,435.00)	(49,435.00)	(49,435.00)	(49,435.00)
95 Total Debt Expense	187,321.05	-28.30%	134,303.90	187,301.07	187,386.77	187,352.09
NET INCOME						
96 Income before Extraord. Items	678,565.33	278.65%	2,569,417.08	1,737,903.92	(196,856.18)	980,930.44
97 Extraordinary Items	-		-	-	-	-
98 Net Income	678,565.33	278.65%	2,569,417.08	1,737,903.92	(196,856.18)	980,930.44

<p style="text-align: center;">CDE Lightband Cash Flow Statement - Electric Division March 31, 2020</p>
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RECONCILIATION OF OPERATING INCOME TO
NET CASH PROVIDED BY OPER ACTIVITIES:

Operating income	\$ 2,659,670.96
Adjustments to reconcile oper income to cash provided (used) by operating activities	
Depreciation and amortization	1,074,516.25
Changes in:	
Accounts receivable	2,113,888.48
Materials and supplies	221,301.43
Interdivisional loan	-
Accounts receivable - TVA Energy Service Loans	72,629.91
Advances - TVA Energy Service Loans	(80,448.11)
Prepayments	-
Other current assets	(1,700,691.94)
Accounts payable	(4,076,658.44)
Accrued expenses	163,558.39
Customer deposits	26,902.50
Other postemployment benefits	(6,193.89)
Other	<u>48,329.23</u>
Net Cash Provided by Operating Activities	<u>516,804.77</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Additions to plant	(2,443,029.59)
Payment of long-term debt	<u>(49,435.00)</u>
Net Cash used by Financing Activities	<u>(2,492,464.59)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS \$ (1,975,659.82)

CASH AND CASH EQUIVALENTS - BEG OF MONTH 37,250,403.43

CASH AND CASH EQUIVALENTS - END OF MONTH \$ 35,274,743.61

CASH AND CASH EQUIVALENTS CONSIST OF:

Sinking Funds	7,263,063.20
Construction Funds	-
General cash/temp cash investments	5,935,136.64
Reserved Cash	<u>22,076,543.77</u>
	<u>\$ 35,274,743.61</u>

CDE Lightband Subscriber Analysis

January 2020- March 2020 Month End Reports

	January 2020							February 2020							March 2020							
				Net Gain			Growth %				Net Gain			Growth %				Net Gain			Growth %	
	January	January	January	Over Prev.	% Growth	January	Year over		February	February	February	Over Prev.	% Growth	February	Year over	March	March	March	Over Prev.	% Growth	March 2019	Year over
Service	Actual	Budget	Variance	Month	to Budget	2019 Actual	Year over		Actual	Budget	Variance	Month	to Budget	2019 Actual	Year over	Actual	Budget	Variance	Month	to Budget	Actual	Year over
Video	4,950	5,271	(321)	(120)	-6%	5,383	-8%		5,132	5,269	(137)	182	-3%	5,311	-3%	5,317	5,267	50	185	1%	5,303	0%
LB Basic	375	316	59	2	19%	351	7%		431	316	115	56	36%	356	21%	435	316	119	4	38%	361	20%
LB Plus	1,881	1,581	300	(34)	19%	1,800	5%		1,860	1,581	279	(21)	18%	1,802	3%	2,056	1,580	476	196	30%	1,815	13%
LB Extra	2,664	3,373	(709)	(87)	-21%	3,193	-17%		2,811	3,373	(562)	147	-17%	3,115	-10%	2,796	3,371	(575)	(15)	-17%	3,089	-9%
Bronze Pkg	2	2	-	-	0%	2	0%		2	2	-	-	0%	2	0%	2	2	-	-	0%	2	0%
Silver Pkg	1	2	(1)	(1)	-50%	2	-50%		1	2	(1)	-	-50%	2	-50%	1	2	(1)	-	-50%	2	-50%
Gold Pkg	27	35	(8)	-	-23%	35	-23%		27	35	(8)	-	-23%	34	-21%	27	35	(8)	-	-23%	34	-21%
Internet	20,249	20,243	6	(2)	0%	19,288	5%		20,403	20,316	87	154	0%	19,388	5%	20,485	20,389	96	82	0%	19,607	4%
Phone	2,527	2,595	(68)	(17)	-3%	2,560	-1%		2,539	2,597	(58)	12	-2%	2,567	-1%	2,544	2,602	(58)	5	-2%	2,554	0%
Comm Internet	1,670	1,661	9	27	1%	1,492	12%		1,677	1,691	(14)	7	-1%	1,497	12%	1,674	1,703	(29)	(3)	-2%	1,510	11%
Broadband ONTs	23,407	22,540	867	393	4%	21,755	8%		23,516	22,640	876	109	4%	21,915	7%	23,646	22,810	836	130	4%	22,107	7%

RESOLUTION 57-2019-20

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CLARKSVILLE, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$48,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, pursuant to Sections 12-10-101, et seq., Tennessee Code Annotated, as amended, the City of Clarksville, Tennessee (the "Municipality") has previously issued its Taxable General Obligation Improvement and Refunding Bonds, Series 2011, dated February 24, 2011 (the "Series 2011 Bonds"), and entered into (i) a Loan Agreement dated November 11, 2006 (the "2006 Loan Agreement"), by and between The Public Building Authority of the City of Clarksville, Tennessee (the "City Authority") and the Municipality, which was funded from the proceeds of the City Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2005 (Tennessee Municipal Bond Fund) (the "Series 2005 Bonds"); (ii) a Loan Agreement dated October 2, 2007 (the "2007A Loan Agreement"), by and between the City Authority and the Municipality, which was funded from the proceeds of the Series 2005 Bonds; (iii) a Loan Agreement dated July 27, 2007 (the "2007B Loan Agreement"), by and between The Public Building Authority of the County of Montgomery, Tennessee (the "County Authority" and together with the City Authority, the "Authorities") and the Municipality, which was funded from the proceeds of the County Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2006 (Tennessee County Loan Pool) (the "Series 2006 Bonds"); (iv) a Loan Agreement dated July 23, 2008 (the "2008A Loan Agreement"), by and between the City Authority and the Municipality, which was funded from the proceeds of the City Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2008 (Tennessee Municipal Bond Fund) (the "Series 2008 TMBF Bonds"); (v) a Loan Agreement dated July 29, 2008 (the "2008B Loan Agreement"), by and between the County Authority and the Municipality, which was funded from the proceeds of the County Authority's Adjustable Rate Pooled Financing Revenue Bonds, Series 2008 (Tennessee County Loan Pool) (the "Series 2008 TCLP Bonds"); (vi) a Loan Agreement dated November 2, 2010 (the "2010 Loan Agreement" and together with the 2006 Loan Agreement, the 2007A Loan Agreement, the 2007B Loan Agreement, the 2008A Loan Agreement and the 2008B Loan Agreement, the "Loan Agreements"), by and among the City Authority, the Municipality and First Tennessee Bank National Association (the "Purchaser"), which was funded from the proceeds of the City Authority's Variable Rate Local Government Loan Program Bond, Series 2010 (City of Clarksville Loan) (the "Series 2010 Bond" and together with the Series 2005 Bonds, the Series 2006 Bonds, the Series 2008 TMBF Bonds and the Series 2008 TCLP Bonds, the "Authority Bonds"); and

WHEREAS, pursuant to the Loan Agreements, the Authorities made loans to the Municipality at variable rates of interest for the purpose of funding various public works projects; and

WHEREAS, the refinancing of the Loan Agreements to fixed rate indebtedness will reduce the Municipality's exposure to the costs and risks attendant to variable rate indebtedness; and

WHEREAS, the refunding of the Series 2011 Bonds will result in debt service savings for the Municipality; and

WHEREAS, under the provisions of Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds to refund, redeem or make principal and interest payments on bonds or other debt obligations previously issued by said municipalities; and

WHEREAS, a plan of refunding has been submitted to the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report is attached hereto as Exhibit A; and

WHEREAS, the City Council of the Municipality (the "Governing Body") hereby determines that it is necessary and advisable to refund all or a portion of the Series 2011 Bonds and the Loan Agreements by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$48,000,000 in aggregate principal amount of its general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

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

(a) "Bonds" means the not to exceed \$48,000,000 General Obligation Refunding Bonds of the Municipality, to be issued in one or more series and dated their date(s) of issuance, and having such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(c) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee.

(d) "Governing Body" means the City Council of the Municipality.

(e) "Mayor" shall mean the Mayor of the Municipality.

(f) "Municipal Advisor" means PFM Financial Advisors LLC, Memphis, Tennessee.

(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. Findings of the Governing Body; Compliance with Debt Management Policy.
The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) refund all or a portion of the Series 2011 Bonds, (ii) prepay, in whole or in part, the Loan Agreements, including accrued interest and premium, and in turn, the Authority Bonds, and (iii) pay costs incident to the issuance and sale of the Bonds, there are hereby authorized to be issued general obligation refunding bonds of the Municipality in the aggregate principal amount of not to exceed \$48,000,000. The Bonds shall be issued in one or more series, as fully registered certificated Bonds, without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Refunding Bonds”, shall be dated their date(s) of issuance, and shall have such series designation(s) or such other dated date(s) as shall be determined by the Mayor pursuant to the terms hereof. The Bonds, or any series thereof, shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, payable (subject to the adjustments permitted hereunder) semi-annually on January 1 and July 1 in each year, commencing July 1, 2020. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof, or such other denominations as shall be directed by the Mayor. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on January 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2021 through 2034, inclusive.

(b) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before January 1, 2030 shall mature without option of prior redemption and Bonds maturing January 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on January 1, 2030 and thereafter, 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 of the Bonds within a single 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.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds (“Term Bonds”) with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected as described above in subsection (b).

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

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

(d) Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than fifteen (15) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written or other instructions from an authorized representative of the Municipality. From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Governing Body hereby appoints the Chief Financial Officer of the Municipality as the Registration Agent for the Bonds and hereby authorizes and directs the Registration Agent so appointed to maintain Note registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. 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 Bonds 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 Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the designated office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to

the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in denominations, or integral multiples thereof, as authorized hereunder and as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may

make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

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

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

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

Section 5. Source of Payment. The Bonds shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

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

(Form of Bond)

REGISTERED
Number_____

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF CLARKSVILLE, TENNESSEE

GENERAL OBLIGATION REFUNDING BOND, SERIES 2020 [FEDERALLY TAXABLE]

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

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Clarksville, Tennessee (the "Municipality"), a municipal corporation lawfully organized and existing in Montgomery County, Tennessee, 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 interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on July 1, 2020, and semi-annually thereafter on the first day of January and July in each year until this Bond 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 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 Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Bonds of the issue of which this Bond is one maturing on or before January 1, 2030, shall mature without option of prior redemption and Bonds maturing January 1, 2031 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on January 1, 2030 and thereafter, 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 Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective

redemption dates at a price of par plus accrued interest thereon to the date of redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

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

***Final Maturity**

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

Notice of any call for redemption shall be given by the Registration Agent not less than fifteen (15) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal office of the Registration Agent, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the

Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to prepay and refund certain outstanding of the Municipality and pay costs incident to issuing the Bonds, pursuant to 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on _____, 2020 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are irrevocably pledged.

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

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

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by 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

By: FORM ONLY
Mayor

(SEAL)

ATTESTED:

FORM ONLY

City Clerk

Transferable and payable at the
office of:

Chief Financial Officer
Clarksville, Tennessee

Date of Registration:

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

CHIEF FINANCIAL OFFICER
Registration Agent

By:

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 Bond of City of Clarksville, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without 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. Levy of Tax. The Municipality, through its 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, premium, if any, and interest on the Bonds 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 principal, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest 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 the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be sold by directed placement with one or more financial institutions selected by the Mayor (each, a "Purchaser"), in consultation with the Municipal Advisor, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(b) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than July 1, 2020, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, or any series thereof, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) prepay less than all of the Loan Agreements and/or refund fewer than all of the Series 2011 Bonds; and

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or Bonds authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor, in consultation with the Municipal Advisor and the Municipality's bond counsel, is authorized to enter into any such loan or credit agreements as may be required by the Purchaser; provided the provisions of such agreements are not in conflict with the terms of this Resolution.

(e) The Mayor and City Clerk are authorized to cause the Bonds, in fully registered certificated form, to be authenticated and delivered by the Registration Agent to the Purchasers and to execute, publish, and deliver all certificates and closing documents as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds.

Section 9. Disposition of Bond Proceeds. The proceeds from the sale of the Bonds shall be disposed as follows:

(a) To the extent a series of Bonds is issued to refund any Series 2011 Bonds, an amount of proceeds sufficient, together with any funds of the Municipality designated by the Mayor, to provide for the payment of the principal of and interest on any Series 2011 Bonds to be refunded, shall be deposited to an escrow fund to be held by an escrow agent selected by the Mayor (the "Escrow Agent") pursuant to an escrow agreement for that purpose, which such escrow agreement shall be in the form approved by the Mayor, in consultation with the Municipal Advisor and the Municipality's bond counsel (the "Escrow Agreement");

(b) To the extent a series of Bonds is issued to prepay any Loan Agreements, an amount of proceeds sufficient, together with any funds of the Municipality designated by the Mayor, to provide for such prepayment shall be paid to the Public Building Authority of the County of Montgomery, Tennessee or the Public Building Authority of the City of Clarksville, as applicable, in prepayment of the Loan Agreements and, in turn, the Authority Bonds; provided that the Mayor may elect to deposit such funds with the Escrow Agent to be held pursuant to the Escrow Agreement; and

(c) The remaining proceeds of each series of Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if

any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

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

(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 Bonds 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 Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds 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 Bonds 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 Bonds, 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 Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds 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 Bonds 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 Bonds; 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 Bonds 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, which bonds 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. Federal Tax Matters Related to the Bonds.

(a) Except as hereinafter provided, the Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code. Notwithstanding anything herein to the contrary, if the Mayor determines, in consultation with the Municipal Advisor and Bond Counsel, that a portion of the Projects cannot be refinanced with proceeds of federally tax-exempt bonds pursuant to the requirements of the Code, the Bonds refinancing that portion of the Projects will be issued as federally taxable bonds, and all documents authorized herein shall be conformed accordingly. Any series of Bonds issued to refund the Series 2011 Bonds will be issued on a federally taxable basis.

(b) 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 Bonds and to administer the Municipality’s Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 12. Prepayment of the Loan Agreements and Refunding of the Series 2011 Bonds. The Mayor and the Chief Financial Officer, or either of them, are hereby authorized and directed to take all steps necessary to (i) prepay the Loan Agreements, in accordance with the terms thereof, including, but not limited to, the execution and delivery of prepayment notices in accordance with their terms, and direct the redemption of the Authority Bonds; and (ii) refund the Series 2011 Bonds including, but not limited to, the execution and delivery of refunding and redemption notices in accordance with the terms of the Series 2011 Bonds.

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

Section 14. 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 15. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this ____ day of _____, 2020.

By:

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

STATE REPORT ON PLAN OF REFUNDING

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

I, Sylvia Skinner, hereby certify that I am the duly qualified and acting City Clerk of the City of Clarksville, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council of the Municipality held on _____, 2020; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct and complete transcript from said original record insofar as said original record relates to, among other matters, the issuance of general obligation refunding bonds by the Municipality; (4) that the actions by the City Council at said meeting were promptly and duly recorded by me in a book kept for such purpose; and (5) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and seal of said Municipality this ____ day of _____, 2020.

City Clerk

(SEAL)

RESOLUTION 60-2019-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN TENNESSEE DEPARTMENT OF HEALTH AND THE CITY OF CLARKSVILLE (CLARKSVILLE POLICE DEPARTMENT) RELATIVE TO SHARING OF LIMITED PERSONAL HEALTH INFORMATION

WHEREAS, the City Council finds that the sharing of limited Personal Health Information between the Tennessee Department of Health and the City of Clarksville Police Department is in the best interests of the Law Enforcement Officers who are on the front lines of the response to COVID-19 pandemic, and such information sharing is critical to protecting said City employees and as well as the general public; and

WHEREAS, the City Council finds that the attached Interlocal Agreement (aka Memorandum of Understanding) sets forth the obligations and duties of the parties and should be adopted.

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

That the Clarksville City Council hereby approves an Interlocal Agreement, attached hereto as Exhibit A, with the Tennessee Department of Health and the City of Clarksville (Clarksville Police Department).

ADOPTED:

**MEMORANDUM OF UNDERSTANDING
REGARDING THE DISCLOSURE OF PROTECTED HEALTH INFORMATION**

INTRODUCTION

This Memorandum of Understanding (MOU) is between the Tennessee Department of Health ("Health") and the _____ (the "Department"). The purpose of this MOU is to detail the limited purposes for which Health is disclosing Protected Health Information (PHI) to the Department.

Health is a Covered Entity subject to the Privacy and Security Rules (45 C.F.R. Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended by the final rule modifying the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Department has responsibility for the prevention and detection of crime and the apprehension of offenders. The Department uses a dispatch system to coordinate response to citizens in need of emergency assistance. The Department is also responsible for the lawful custody of individuals arrested and is also responsible for the health and safety of other individuals, including officers, employees and others present at the premises occupied by the Department, and persons responsible for the transporting or transferring of arrestees and inmates.

PURPOSES OF DISCLOSURES OF PHI BY HEALTH TO THE DEPARTMENT

Health is disclosing to the Department a list of names and addresses of individuals documented as having tested positive, or received treatment, for COVID-19. Health intends to update this list daily; after 30 days on the list, an individual's name and address will roll off of this list. Health may cease disclosure of the list upon the termination of the statewide state of emergency for COVID-19.

The purpose of these disclosures is to:

1. Prevent or control the spread of COVID-19;
2. Minimize the imminent threat of exposure of COVID-19 to employees and officers of the Department and to any individual in the Department's custody;
3. Provide for the health and safety of persons in custody, officers, employees and others present at the Department's facilities, or persons responsible for the transporting or transferring of arrestees or individuals committed to correctional institutions; and
4. Administer and maintain the safety, security, and good order of the Department's facilities.

Health believes these disclosures are necessary for these purposes.

REASONS DISCLOSURES ARE PERMITTED

As discussed in the “COVID-19 and HIPAA: Disclosures to law enforcement, paramedics, other first responder and public health authorities” guidance issued by the U.S. Department of Health and Human Services - Office for Civil Rights, Health’s disclosures to the Department for the purpose described above is permitted under 45 C.F.R. § 164.512(b)(1)(iv), (j)(1)(i), (j)(4), and (k)(5)(i) which state as follows:

(b) Standard: Uses and disclosures for public health activities –

(1) Permitted uses and disclosures. A covered entity may use or disclose protected health information for the public health activities and purposes described in this paragraph to:

(iv) A person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition, if the covered entity or public health authority is authorized by law to notify such person as necessary in the conduct of a public health intervention or investigation;

(j) Standard: Uses and disclosures to avert a serious threat to health or safety –

(1) Permitted disclosures. A covered entity may, consistent with applicable law and standards of ethical conduct, use or disclose protected health information, if the covered entity, in good faith, believes the use or disclosure:

(i)

(A) Is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and

(B) Is to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat;

(4) Presumption of good faith belief. A covered entity that uses or discloses protected health information pursuant to paragraph (j)(1) of this section is presumed to have acted in good faith with regard to a belief described in paragraph (j)(1)(i) or (ii) of this section, if the belief is based upon the covered entity's actual knowledge or in reliance on a credible representation by a person with apparent knowledge or authority.

(k) Standard: Uses and disclosures for specialized government functions.

(5) Correctional institutions and other law enforcement custodial situations.

(i) Permitted disclosures. A covered entity may disclose to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual protected health information about such inmate or individual, if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- (A) The provision of health care to such individuals;
- (B) The health and safety of such individual or other inmates;
- (C) The health and safety of the officers or employees of or others at the correctional institution;
- (D) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- (E) Law enforcement on the premises of the correctional institution; or
- (F) The administration and maintenance of the safety, security, and good order of the correctional institution.

THE DEPARTMENT'S RESPONSIBILITIES

The Department may:

- Consult the list and advise the employees of the Department of the individuals within its facility that are documented as having tested positive, or received treatment, for COVID-19 so that employees of the Department may:
 - Take extra precautions such as the enhanced use of personal protective equipment;
 - Provide for the health and safety of the individuals, others in custody, officers, employees and others present at the facility;
 - Enforce the law on the premises; and
 - Administer and maintain the safety, security, and good order of the facility;
- Upon arrest of an individual, consult the list and advise the officers making the arrest that the arrestee is documented as having tested positive, or received treatment, for COVID-19 so that the officers making the arrest may take extra precautions such as the enhanced use of personal protective equipment; and
- In the event of a transport or transfer of an arrestee or inmate, consult the list and advise the persons responsible for making the transport or transfer that the individual to be transported or transferred is documented as having tested positive, or received treatment, for COVID-19 so that the persons responsible for the transport or transfer may:
 - Take extra precautions such as the enhanced use of personal protective equipment; and
 - Provide for the health and safety of the individuals, other inmates, officers, employees and others present during the transport or transfer.

The Department may not:

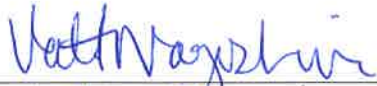
- Re-disclose the entire list to anyone;
- Re-disclose any information on the list, or summary or derivative thereof, to anyone other than its officers and employees that need to know the information to meet the purposes of the disclosure;
- Use or disclose any information on the list for any purpose other than the purpose detailed in this MOU; or
- Retain any copy, or summary or derivative, of the list for more than 30 days.

The Department must:

- Keep the list confidential, and secure it accordingly, including, but not limited to:
 - safeguarding paper copies of the list from easy view of anyone other than its officers and employees that need to know the information to meet the purposes of the disclosure; and
 - storing electronic versions of the list on encrypted devices;
- Shred outdated lists, and delete any electronic copies thereof, upon receipt of an updated list from Health;

- Shred the list (and any copies), and delete any electronic copies thereof, 30 days after the termination of the statewide state of emergency;
- Limit disclosures of the information provided by Health to the purpose detailed in this MOU;
- Inform Health within 3 days if information has been, or is suspected of having been, disclosed in a manner not authorized by this MOU, even if the disclosure was made by a party other than the Department; and
- Inform Health immediately if it is known or suspected that, aside from taking extra precautions, including but not limited to enhanced use of personal protective equipment, any employee or officer is not providing services to individuals appearing on the list or previously on the list with the same level of service and responsiveness that they provide in response to other individuals not appearing on the list.

Agreed to and effective April 21, 2020.

<p>TENNESSEE DEPARTMENT OF HEALTH</p>  <p>By: Valerie Nagashima Title: Chief of Staff</p>	 <p>By: Title:</p>
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ORDINANCE 72-2019-20

AN ORDINANCE APPROVING A CONTRACT AUTHORIZING ENTRY AND CONSTRUCTION BETWEEN BRISTOL RIDGE APARTMENTS, LLC, WILLIAM L. BELEW, JR., AND CITY OF CLARKSVILLE

WHEREAS, the City of Clarksville owns certain real property located at/near Exit 11 (I-24) having a tax map and parcel ID of 063 06800 000 (hereinafter, the “City Property”);

WHEREAS, Bristol Ridge Apartments, LLC owns certain real property located at/near Exit 11 (I-24) immediately abutting the City Property and having a tax map and parcel ID of 063 06700 000 (hereinafter, the “Bristol Ridge Property”); and

WHEREAS, Bristol Ridge Apartments, LLC and its authorized member, William L. Belew, Jr., desire to enter a written agreement (specifically, an “Authorization for Entry and Construction”) with the City of Clarksville whereby the City authorizes Bristol Ridge Apartments, LLC and Mr. Belew to enter the City Property to construct certain physical improvements thereon for purposes of providing suitable access (i.e., ingress and egress) to/from the Bristol Ridge Property.

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

That the City of Clarksville hereby approves the Authorization for Entry and Construction between Bristol Ridge Apartments, LLC, William L. Belew, Jr., and the City of Clarksville, which is attached hereto as Exhibit A.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

AUTHORIZATION FOR ENTRY AND CONSTRUCTION

This AUTHORIZATION FOR ENTRY AND CONSTRUCTION (hereinafter, the "Agreement") is made and entered into this _____ day of _____, 2020, by and among THE CITY OF CLARKSVILLE, TENNESSEE, a municipal corporation (hereinafter, the "City"), and WILLIAM L. BELEW, JR. (hereinafter, "Mr. Belew") and BRISTOL RIDGE APARTMENTS, LLC (Mr. Belew and Bristol Ridge Apartments, LLC hereinafter referred to collectively from time to time as, the "Authorized Parties").

RECITALS:

WHEREAS, the City owns certain real property located at/near Exit 11 (I-24) in Montgomery County, Tennessee, having a tax map and parcel ID of 063 06800 000, and identified and described in Exhibit A attached hereto (hereinafter, the "City Property"); and

WHEREAS, Bristol Ridge Apartments, LLC, an active Tennessee limited liability company, is the owner of record of certain real property located at/near Exit 11 (I-24) in Montgomery County, Tennessee located on Highway 76, having a tax map and parcel ID of 063 06700 000 and immediately abutting the City Property (hereinafter, the "Bristol Ridge Property"); and

WHEREAS, the Authorized Parties desire to enter the City Property and to construct certain physical improvements thereon for purposes of providing suitable access (i.e., ingress and egress) to/from the Bristol Ridge Property (hereinafter, the "Improvements").

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties mutually agree and covenant as follows:

1. **Conditions Precedent.** Notwithstanding anything in this Agreement to the contrary, the duties and obligations of the parties to this Agreement as set forth in Sections 2 through 19 shall be subject to and contingent upon the satisfaction of all of the following conditions precedent.
 - a. **City Council Approval Required.** This Agreement must be authorized by the Clarksville City Council via passage of a City Ordinance.
 - b. **Other Governmental Approvals.** The Authorized Parties shall obtain all necessary governmental approvals (e.g., permits) of the construction plans and specifications relating to the Improvements, as may be required by law.
 - c. **Insurance.** At the Authorized Parties' sole expense, and throughout the Authorized Parties' installation of the Improvements until such time as the Improvements are completed, the Authorized Parties shall obtain and maintain in full force and effect

a policy of liability insurance. The City shall be named as an additional insured on said policy of insurance, and such policy of insurance shall also cover the Authorized Parties' use of the City Property against claims for personal injury, premises liability, bodily injury or death, property damage and products liability occurring upon, in or about the City Property. Prior to its commencement of the construction of the Improvements, the Authorized Parties shall furnish unto the City adequate proof of such insurance coverage at the following minimum amounts:

\$1,000,000.00 (ONE MILLION DOLLARS) per occurrence;

\$2,000,000.00 (TWO MILLION DOLLARS) aggregate; and

\$10,000.00 (TEN THOUSAND DOLLARS) for medical expenses.

2. **Statement of Work.** The Authorized Parties agree that they shall be solely responsible for constructing and installing the Improvements and further agrees that the Improvements shall consist of a road and related improvements (to include any necessary utilities) in complete accordance with the precise plans and specifications set forth in Exhibit B attached hereto. The Authorized Parties agree that they shall so install and construct the Improvements at their sole expense. The Improvements shall include all labor, materials, equipment, services, and documentation necessary to construct the Improvements.
3. **Time of Performance.** The Authorized Parties shall complete the Improvements no later than one (1) year from the date of the execution of this Agreement. The Authorized Parties agrees to proceed with performance of the Improvements with due diligence and to complete the Improvements in a timely manner unless completion is delayed by a cause specified herein (see Paragraph 17 of this Agreement, "Force Majeure") for which timely completion would be excused.
4. **Indemnity.** The Authorized Parties shall protect, indemnify and hold harmless the City and its directors, officials, employees, agents, and representatives from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, loss or damage to property or violation of any law, ordinance, statute or rule, arising out of the negligence or fault of the Authorized Parties or any of their officers, members, employees, agents, students or representatives in connection with its obligations, rights or performance under this Agreement or failure to comply with any applicable law, statute, ordinance, rule or regulation. The Authorized Parties shall be solely responsible for initiating, maintaining, and supervising all safety precautions to the best of its ability in connection with the Improvements.
5. **Dedication.** The parties agree that, after the Authorized Parties' satisfactory completion of the Improvements (as described in Exhibit B attached hereto), and at such time as the City deems necessary and appropriate, said Improvements shall be dedicated to the City as a

public roadway. Said dedication process shall be in conformance with the City's normal and ordinary course of accepting dedications of public roadways.

6. **Termination and Breach.** This Agreement shall continue in full force and effect during the one (1) – year time period referenced in Paragraph 3 of this Agreement (“Time of Performance”) unless and until terminated in accordance with the provisions of this Agreement, or until satisfactory completion of the Improvements as required herein. In the event of any material breach of this Agreement by either party, the other party may terminate this Agreement immediately by giving written notice thereof. In the absence of a material breach of this Agreement by the Authorized Parties, the City may terminate this Agreement by giving the Authorized Parties written notice of its election to terminate said Agreement.
7. **Remedies.** The exercise of the City's or the Authorized Parties' right to terminate this Agreement for a material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.
8. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and hand delivered or sent by registered mail to the Authorized Parties at 1920 Needmore Road, Clarksville, TN 37042; or to the City, ATTN: Lance Baker, City Attorney, Once Public Square, 4th Floor, Clarksville, TN 37040.
9. **Assignment and Delegation.** Neither party may assign its rights or delegate its obligations under the Agreement in whole or in part without the prior written consent of the other. Any such purported or attempted assignment or delegation shall be void and of absolutely no effect. This Agreement shall be binding upon the parties' respective successors and permitted assigns.
10. **Cooperative Efforts.** This Agreement shall be liberally construed in order to promote a harmonious relationship among the parties with regard to the purpose and construction of the Improvements. The Authorized Parties covenant with the City to furnish the Authorized Parties' best skill and judgment and to cooperate fully and effectively with the City to accomplish the purposes and objectives of this Agreement. If a problem arises that this Agreement does not directly or indirectly address or contemplate, the City and the Authorized Parties agree to work with one another in good faith to determine a mutually satisfactory solution. If necessary, the parties hereto agree to meet from time to time upon written request of either Party to review the provisions of this Agreement, the status of the Agreement and/or Improvements, etc.
11. **Relationship of Parties.** Nothing in this Agreement is intended or shall be interpreted to create a joint venture or partnership between the City and either of the Authorized Parties

or make the City the partner of either of the Authorized Parties or constitute either the agent of the other, or make either party in any way responsible for the debts, losses, duties, obligations, responsibilities or liabilities of the other party (with the exception of the Indemnity obligation(s) set forth in Paragraph 3 herein). Further, neither the Authorized Parties, nor any of the Authorized Parties' employees, agents or representatives, will be considered an employee of the City within the meaning or application of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, on-the-job injury benefits, worker's compensation, industrial accident, labor or tax laws of any kind. Neither the Authorized Parties, nor any of the Authorized Parties' employees, agents or representatives, shall be entitled to any benefits that may be afforded from time to time to the City's employees including, without limitation, vacation, holidays, sick leave, on-the-job injury benefits, worker's compensation and unemployment insurance. Further, the City shall not be responsible for withholding or paying any taxes or social security for or on behalf of the Authorized Parties or any of the Authorized Parties' employees, agents or representatives. Rather, the Authorized Parties shall be fully responsible for any such withholding or payment of taxes or social security for the Authorized Parties and any of the Authorized Parties' employees, agents or representatives.

12. **No Waiver.** Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of the same.
13. **Choice of Law.** The Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action arising from this Agreement shall be brought in the Circuit or Chancery Courts of Montgomery County, Tennessee.
14. **Captions.** The captions appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of any sections.
15. **Severability.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
16. **Compliance with Law.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

17. **Force Majeure.** No party will be liable to another or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
18. **Integration; Amendment.** This Agreement is fully integrated and sets forth all of the understandings of the parties. Neither the Agreement, nor any of its Exhibits, shall be modified or amended except by an instrument in writing signed by the parties hereto.
19. **Personal Guarantee.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mr. Belew unconditionally and irrevocably personally guarantees the prompt, full and complete performance of all of Bristol Ridge Apartments, LLC's duties and obligations set forth in this Agreement. Further, by signing below, Mr. Belew certifies that he is the owner, general partner, and/or president of Bristol Ridge Apartments, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2020.

THE CITY OF CLARKSVILLE, TENNESSEE

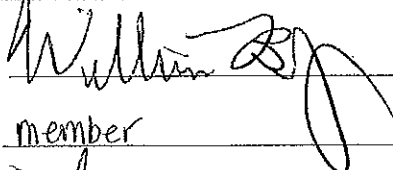
By: _____

Its: _____

ATTESTED:

City Clerk

BRISTOL RIDGE APARTMENTS, LLC

By:  _____

Its: member _____

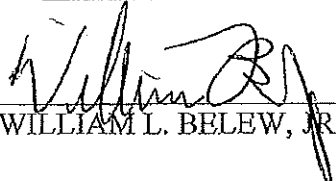
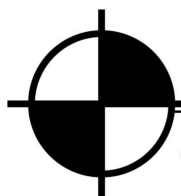
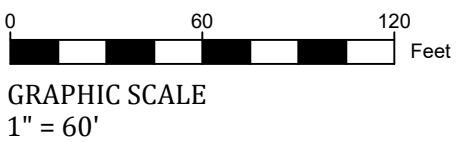
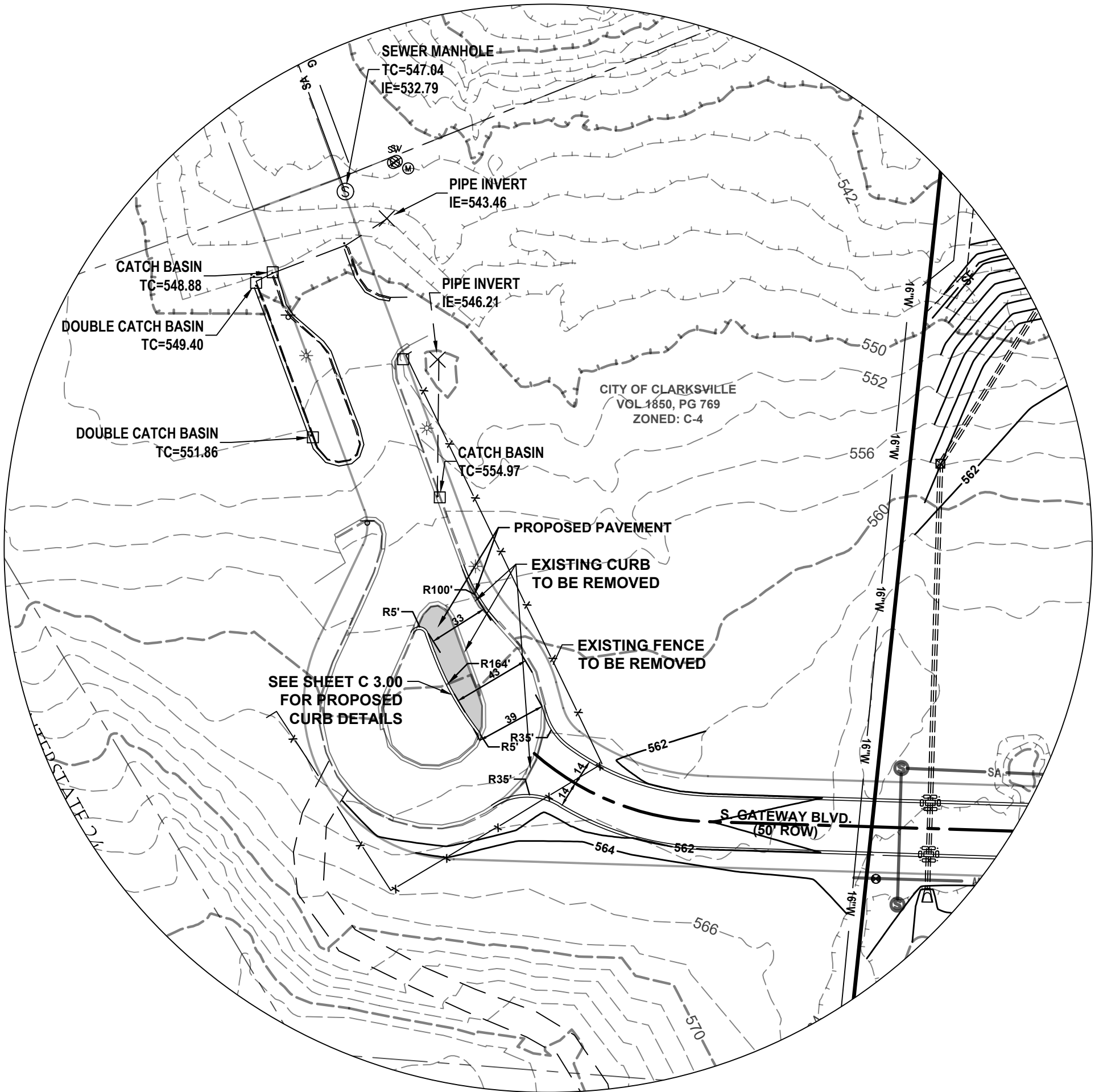
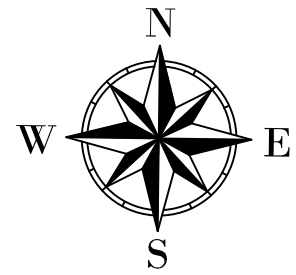

WILLIAM L. BELEW, JR., individually

EXHIBIT A

Located in Montgomery County, Tennessee

Beginning at a point of intersection of the north boundary of the George R. Kettle, ETAL property and the southwest boundary of the herein described property, said point of intersection being 979.94' right of S. R. 76 proposed centerline station 131 + 65.94; thence with said southwest boundary N 30° 53' 56" W 427.86' to a point, said point being 558.47' right of S. R. 76 proposed centerline station 131 + 01.86; thence with the south boundary of the Trinity Enterprises, ETAL property N 69° 37' 20" E 220.02' to a point, said point being 561.65' right of S. R. 76 proposed centerline station 133 + 14.70; thence with the existing south margin of S. Gateway Blvd. N 69° 37' 22" E 50.01' to a point, said point being 562.39' right of S. R. 76 proposed centerline station 133 + 69.56; thence with the south boundary of the David Stiltner, ETUX property N 67° 58' 57" E 368.61' to a point, said point being 520.88' right of S. R. 76 proposed centerline station 138 + 35.45; thence with the east boundary of the herein described property S 06° 00' 09" W 632.02' to a point, said point being 1116.27' right of S. R. 76 proposed centerline station 135 + 18.03; thence with said north boundary N 84° 36' 10" W 310.42' to the point of beginning, containing 5.312 acres.

EXHIBIT B
PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS
[see attached]



McKAY-BURCHETT
& COMPANY
ENGINEERS

1545 Madison Street
Clarksville, TN 37040
Ph # 931-245-3095

SHEET: NA

DRAWN BY: D. HOOVER
CHECKED BY: C. BURCHETT

FILE - Z:\Projects\2019\0082-19
(Bristol Ridge Apartments Phase
I)\Bristol Ridge Apt.dwg

BRISTOL RIDGE SECTION 1

GRAPHIC DEPICTION OF
GRADING, SITE & UTILITY
HWY 76, CLARKSVILLE
MONTGOMERY COUNTY, TENNESSEE
April 23, 2020