



**CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
JUNE 22, 2016, 4:30 P.M.**

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

AGENDA

- 1) CALL TO ORDER
- 2) PRAYER AND PLEDGE OF ALLEGIANCE
- 3) ATTENDANCE
- 4) UTILITY CONNECTION AGREEMENTS
 1. **RESOLUTION 55-2015-16** Authorizing and approving a pole attachment agreement and a right-of-way agreement
- 5) FY16 BUDGET AMENDMENT
 1. **ORDINANCE 103-2015-16** (Second Reading) Amending the FY16 Budget for the City of Clarksville General Government
- 6) FY17 BUDGET
 1. **ORDINANCE 104-2015-16** (Second Reading) Establishing the FY17 Operating Budget for the City of Clarksville General Government
- 7) ADJOURNMENT

RESOLUTION 55-2015-16

A RESOLUTION AUTHORIZING AND APPROVING A POLE ATTACHMENT AGREEMENT, AND A RIGHT-OF-WAY AGREEMENT

WHEREAS, private telecommunications companies have a legal right to use public electric utility and streetlight poles, and public right-of-ways for telecommunication purposes; and

WHEREAS, the Clarksville City Council finds that the public good will be served by charging reasonable fees for use of said poles and right-of-ways; and

WHEREAS, the Clarksville City Council finds that the public good will be served by entering into a long term agreements regarding pole attachments and use of right-of-ways.

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

That the Clarksville City Council hereby authorizes and approves a Pole Attachment Agreement with ExteNet Systems, Inc., attached hereto and incorporated herein as Exhibit A; and

BE IT FURTHER RESOLVED that the Clarksville City Council hereby authorizes and approves a Right-of-Way Agreement with ExteNet Systems, Inc., attached hereto and incorporated herein as Exhibit B.

ADOPTED:

EXHIBIT A

POLE ATTACHMENT AGREEMENT

Between

The City of Clarksville, TN

and

ExteNet Systems, Inc.

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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT ("Agreement") is made as of this ____ day of _____, 2016 ("Effective Date"), by and between the City of Clarksville, a Tennessee municipal corporation ("Pole Owner") and ExteNet systems, Inc. ("Licensee", which term shall include its wholly-owned subsidiaries).

In consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT.

1.1 Licensee desires to locate certain of its network facilities on electrical distribution poles that are owned by Pole Owner either wholly or jointly with others within Pole Owner's electric service territory.

1.2 Pole Owner owns, either wholly or jointly with others, valuable pole plant that it acquired, constructed and maintains at considerable cost and expense. The parties agree that it would serve their mutual economic and other interests of Licensee, under the conditions set forth herein and to the extent it may lawfully do so, to attach its Equipment to Pole Owner's Poles. Pole Owner will permit the placement of Licensee's Equipment to certain of such electrical distribution poles, provided (a) Pole Owner receives appropriate compensation as set forth in this Agreement and (b) such Equipment does not materially interfere with Pole Owner's own service and operating requirements, including considerations of safety, reliability, and engineering. The permission to use Pole Owner Poles being granted by Pole Owner to Licensee hereunder shall be subject and subordinate in all respects to Pole Owner's service and operating requirements.

1.3 This Agreement is not intended, and shall not be construed, to authorize any action by Licensee that would adversely affect the quality or reliability of the service provided by Pole Owner. Nor shall it be construed so as to preclude Pole Owner from taking any action that it considers reasonably necessary or appropriate to maintain the reliability or quality of such service or to ensure the safety of its employees, its customers, or the public.

1.4 Through this Agreement, Pole Owner intends to give Licensee and Licensee intends to receive a license to use particular Pole Owner Poles for Licensee's Equipment only in the manner and solely for the purposes set forth herein. No leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. No use, however extended, of Pole Owner Poles under this Agreement shall create or vest in Licensee any ownership or property rights in Pole Owner Poles.

1.5 The laws of the State of Tennessee, without regard to its conflict of law principles, shall govern the construction of this Agreement.

2.0 DEFINITIONS.

2.1 "Antenna Attachment" means the antenna, coax, support masts, grounding or bonding wires, power supply, nuts, washers, and through bolts used by Licensee to provide Licensee Service, that are owned or controlled by Licensee and attached to Pole Owner poles pursuant to this Agreement.

2.2 "Attachment(s)" means the Antenna Attachment or one or more items of Licensee's Equipment that is used by Licensee in providing wireline or wireless telecommunications service and that is placed on Pole Owner Poles pursuant to this Agreement. Subject to Pole Owners Standards and Specifications and the requirements in this Agreement.

2.3 “Cable” means a single aerial cable or wire or fiber optic strand used by Licensee to provide Licensee Service owned or controlled by Licensee and attached to Pole Owner Poles pursuant to this Agreement. A Cable is “placed on” or “attached to” a Pole Owner Pole if any portion of it is physically located on the Pole Owner Pole. Licensee shall provide a detailed description of Licensee’s Cable in its Application.

2.4 “Cost(s)” means Pole Owner’s fully-allocated costs, including without limitation all direct costs for labor, time, services, material, contractors and related engineering and administrative expense, as determined by Pole Owner in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.

2.5 “Customer Work Agreement” means the invoice for billing Costs associated with the Marked-Up Application for engineering and construction of the Pole Attachment Application.

2.6 “Effective Date” means the date of this Agreement.

2.7 “Equipment” means Licensee’s Facility (including but not limited to, antennae, support mast and mounts, fiber optic cable and cable equipment, amplifiers, conduits, coaxial cable, receivers, battery units, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, and all other Pole Owner approved Equipment) that is used by Licensee in providing wireline or wireless telecommunications service. Licensee shall provide a detailed description in its Application of such Equipment and the number of proposed Attachments to Pole Owner Poles. An Attachment is “placed on” or is “attached to” a Pole Owner Pole if it is physically located on the pole.

2.8 “Environmental Laws” means all federal, state and local statutes, and all regulations or ordinances of any federal, state, county or local regulatory agency, relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, all statutes, rules and regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

2.09 “Facility” means an item of Equipment which may be owned by Licensee or Licensee’s customers that is attached to Pole Owner Poles. The term “Facility” shall include any Modification approved by Pole Owner in accordance with this Agreement.

2.10 “Hazardous Materials” means any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Laws including, without limitation, petroleum or petroleum-based substances or wastes, asbestos and polychlorinated biphenyls.

2.11 “Licensee Service” means the wireline or wireless telecommunications services provided or intended to be provided by Licensee to its customers using its Equipment.

2.12 “Make Ready” is the replacements, changes and rearrangements, if any, to the facilities, equipment or plant of Pole Owner and the facilities of other users and all related engineering and administrative work necessary to accommodate the attachment of Licensee’s Equipment, or its proposed Modifications.

2.13 “Marked-Up Application” means the Application as reviewed and completed by Pole Owner to identify any Make Ready or installation work, and any special conditions governing placement, Modification or removal of any Equipment on or from Pole Owner Poles.

2.14 “Modification(s)”, or “Modify” means any change or alteration affecting the Equipment, including without limitation any change in the number, type, ownership or use of the Equipment, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.

2.15 "Permit" means the document issued by Pole Owner when an Application is granted, providing permission to Licensee for the placement, Modification or removal on or from Pole Owner Poles of the specific Equipment identified in the Marked-Up Application. The form of Permit shall be prescribed by Pole Owner and incorporated into Pole Owner's Standards and Specifications.

2.16 "Pole Attachment Application" (hereinafter "Application") means the form and information submitted by Licensee to obtain permission from Pole Owner for the placement, Modification or removal of any of Licensee's Equipment on or from Pole Owner Poles. The form of Application and information required shall be prescribed by Pole Owner and is incorporated into Pole Owner's Standards and Specifications.

2.17 "Pole Owner Pole" or "Pole" means an electrical distribution pole, which the highest voltage on such pole is equal to or less than 13 kilo-volts (3 phase), and/or streetlight pole, that Pole Owner owns solely or jointly with others.

2.18 "Standards and Specifications" means all standards, practices, procedures, rules, regulations and other requirements adopted by Pole Owner and applicable to the construction, installation, modification, repair, maintenance, use, operation, relocation or removal of any Equipment, as such requirements may be revised, modified, restated, supplemented or updated by Pole Owner from time to time and the National Electric Safety Code (NESC)."

3.0 TERM OF AGREEMENT.

3.1 This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of ten (10) years following the Effective Date (the "Initial Term"), unless terminated sooner in accordance with this Agreement. The Agreement will automatically renew on the same terms and conditions set forth herein for two (2) successive five (5) year renewal periods (each such five-year period referred to as a "Renewal Term"), except that the Annual Fees for each Attachment will be adjusted annually in accordance with Section 11.1.2 below. The Agreement will be subject to termination by Pole Owner or Licensee upon the giving of written notice to the other sixty (60) days prior to the end of the Initial Term, or thereafter sixty (60) days prior to the termination of the anniversary date of the then current Renewal Term, unless the Agreement is otherwise terminated in accordance with this Agreement.

4.0 AUTHORITY FOR ATTACHMENTS AND MODIFICATIONS.

4.1 No Equipment shall be attached to any Pole Owner Poles or Modified or Overlashed until (a) an Application has been submitted by Licensee, reviewed, marked-up and approved by Pole Owner, and accepted in marked-up form by Licensee, and a Permit has been issued by Pole Owner, all in accordance with Articles 5.0, 6.0, 7.0 and 8.0 of this Agreement, and (b) Licensee has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and third parties in connection therewith, including, if required, a permit from the joint owner of any jointly owned Pole Owner Poles.

4.2 Pole Owner may accept or reject an Application for an electric distribution Pole or Poles in its sole reasonable discretion based only on capacity, safety, reliability, or generally applicable engineering purposes reasons and may condition any such approval upon a specific size, location and manner of installation of the Equipment. Only as an example and not in any way as a limitation, Pole Owner may withhold its consent to a particular Pole Owner Pole or to a particular size, location or manner of installation if Pole Owner determines that (i) Licensee's use of a proposed Pole Owner Pole is unsuitable or incompatible with Pole Owner's use or proposed use of the Pole Owner Pole or other property of Pole Owner, (ii) a site or Pole Owner Pole which distributes electricity has insufficient capacity based upon safety, reliability or generally applicable engineering standards, (iii) the Equipment jeopardizes the structural integrity of the Pole Owner Pole, or (iv) the Site Permit violates any covenants and restrictions applicable to the Pole Owner Pole, other Pole Owner facilities, or the property on which it is located. Licensee is subject to Pole Owner's right to use such Pole Owner Pole for its energy business or municipal purposes, as is more fully set forth below.

4.3 Licensee agrees to comply with any and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Equipment. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, any and all easements, licenses, consents, franchises, certifications, permits or other authorizations required from any property owner or governmental entity in connection with the installation, use and operation of Licensee's Equipment on any Pole Owner Poles. Licensee shall be responsible for the cost of all such permits or approvals, whether such charges are imposed against Licensee or Pole Owner. Pole Owner may, at its sole discretion, request evidence that all such easements, licenses, consents, franchises, certifications, permits, approvals and authorizations have been obtained and are in full force and effect, and Licensee agrees to promptly provide the requested information.

4.4 Licensee shall not place any Equipment on Pole Owner Poles until all necessary Make Ready work has been performed by Pole Owner or its agent.

4.5 Licensee shall install, maintain and remove all Equipment in accordance with Pole Owner's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications. Pole Owner will provide Licensee with a current copy of its Standards and Specifications at the time of execution of this Agreement. Subsequently, upon Pole Owner's receipt from Licensee of an Application for the placement, Modification or removal of any of Licensee's Equipment on or from Pole Owner Poles, Pole Owner will provide Licensee with a copy of its then-current Standards and Specifications.

4.6 The permission given by Pole Owner to Licensee to use the Pole Owner Poles under this Agreement shall in no way limit Pole Owner's use of Pole Owner Poles for its own business operations, or the rights or privileges previously given by Pole Owner to any third parties, not party to this Agreement, to use any Pole Owner Poles, whether or not such Pole Owner Poles are at any time occupied by Licensee's Equipment.

4.7 In the event of any emergency or condition during installation that threatens persons or property, Pole Owner may, in its sole discretion, order Licensee to stop work as appropriate. Pole Owner will give such order and notice in such manner as is practicable under the circumstances.

5.0 APPLICATION FOR ATTACHMENTS AND MODIFICATIONS.

5.1 Licensee shall submit an Application to Pole Owner for the attachment of any and all proposed Equipment to Pole Owner Poles or for the Modification of any and all such Equipment and shall specify therein the kind of Attachment sought and the date proposed for such Attachment, a detailed description of the Equipment, the number of Attachments that are included as part of the Equipment, the proposed Modification, if any, to the Equipment and the location of the affected Pole Owner Poles. Each Application for Attachment shall indicate the Global Positioning Satellite coordinates in State Plane Coordinate System for the State of Tennessee for the pole to which Licensee wishes the microcell attached.

Each Application shall be accompanied by Licensee's payment of an application fee in the amount of Two Hundred Fifty (\$250.00) Dollars in which to process the Application.

Each Application for an Attachment shall detail the technical specifics of Licensee's proposed Equipment, including but not limited to Licensee's engineering plans stamped by a professional engineer, an analysis of the structural integrity of Pole Owner's Facilities in light of the Licensee's proposed attachments thereon, and Licensee's proposed frequency.

5.2 Licensee's execution of a Permit shall signify its determination that the existing uses will not cause interference to its Equipment, provided such existing uses and Licensee's Equipment are properly and lawfully installed and operated. If Licensee's Equipment interferes with any lawful use existing prior to the execution of the Permit, or if Licensee's Equipment causes measurable interference, as defined by the FCC, to Pole Owner, to any entity jointly owning Poles with Pole Owner, or to other lawful users of Pole Owner's property or distribution system with respect to those uses existing prior to the execution of the Permit, Licensee agrees to take all steps necessary to immediately correct and

eliminate the interference. Notwithstanding any other provisions in this Agreement, if Licensee fails to correct and eliminate such interference within twenty-four (24) hours of notice thereof, Pole Owner shall have the option (but not the obligation) to require Licensee to cease all operations until such interference is corrected or eliminated and shall have the right (but not the obligation) to engage outside consultants, at Licensee's expense, to resolve interference issues. Following the installation of Licensee's Equipment, Licensee shall, at its own expense, if requested to do so by Pole Owner, prepare and conduct an evaluation of the potential for interference, whether upon Pole Owner's own behalf or as a result of concerns expressed to Pole Owner by a third party.

5.3 Licensee agrees that the uninterrupted operation of Pole Owner's Facilities and the provision of electricity to its customers are of paramount importance hereunder and, therefore, any mitigating interference that may be caused to Licensee's Equipment by Pole Owner's Facilities, existing or future, shall be solely Licensee's responsibility and accomplished solely at the expense of Licensee. Licensee shall eliminate such interference by adjustment to its Equipment or by termination of the applicable Permit. Under no circumstances shall Pole Owner be required to interrupt, suspend or alter its uses of the Pole Owner's Facilities in order to accommodate the Licensee or its rights granted hereunder, unless such interruption, suspension or alteration will not materially affect Pole Owner's operations.

5.4 Unless otherwise agreed by Pole Owner and Licensee, each Application submitted by Licensee to Pole Owner for the attachment of proposed Equipment to Pole Owner Poles or the Modification of such Equipment shall not exceed, in total, Attachments to more than 150 Pole Owner Poles.

5.5 Licensee shall have the right to accompany Pole Owner, or a Pole Owner designated contractor, on all pre-construction walks scheduled by Pole Owner to determine the nature and extent of required Make Ready work related to the proposed attachment of Licensee's Equipment to Pole Owner Poles as set forth in the Application. Pole Owner shall provide Licensee with sufficient notice of any such pre-construction inspection. With respect to Modifications, Licensee shall also have the right to accompany Pole Owner on any field verifications scheduled by Pole Owner to determine the feasibility of the proposed Modification set forth in the Application and whether any Make Ready work related to the proposed Modification is required. Pole Owner shall provide Licensee with sufficient notice of the results of any field verifications. Licensee shall pay all Costs incurred by Pole Owner in conducting such pre-construction walks or conducting such field verifications.

5.6 Pole Owner will indicate on the Marked-Up Application the Make Ready work necessary to accommodate the proposed attachment of Licensee's Equipment or the proposed Modifications and the Cost of such Make Ready work via Customer Work Agreement. Pole Owner will also specify on the Marked-Up Application any special conditions that will govern the proposed Modifications or the placement of Licensee's Equipment on Pole Owner Poles. The Marked-Up Application, or return of the Application due to incompleteness, will be provided to Licensee within sixty (60) days of submission.

5.7 If, after receiving the Customer Work Agreement and Marked-Up Application or Customer Work Agreement, Licensee still desires to have its Equipment placed on Pole Owner Poles or to implement the proposed Modifications under the terms and conditions indicated on the Customer Work Agreement and Marked-Up Application, Licensee shall accept such terms and conditions by signing the Marked-Up Application and returning the same to Pole Owner within ten (10) business days after delivery by Pole Owner, together with payment in full of the Customer Work Agreement. Billing for applicable fees as set forth in Article 11.0 will be performed under a separate invoice.

5.8 Pole Owner will cause Make Ready work on Pole Owner's facilities, if any, identified in the Marked-Up Application to be scheduled and performed in accordance with this Article and Article 7. Pole Owner will provide Licensee with a preliminary schedule for the work under each Application as soon as reasonably practical. As to each Application, once a preliminary schedule has been provided to Licensee, Pole Owner will use its best efforts to provide Licensee with such updated schedules as may change from time to time. Pole Owner will use reasonable efforts to complete Make Ready within the time period identified by Pole Owner on the schedule. To the extent that the timeline for completion of Make Ready is defined by governing laws, statute, court order, ruling or regulations ("Laws") for pole attachments, Pole Owner will complete such Make Ready work in accordance with such Laws. Pole Owner will notify Licensee upon completion of such Make Ready work and issue a Permit authorizing the

attachment, Modification or removal of Licensee's Equipment pursuant to the Marked-Up Application and subject to the terms and conditions set forth therein.

6.0 ATTACHMENT OF EQUIPMENT TO Pole Owner POLES.

6.1 After completion of the Application process, Licensee may then attach its Equipment to the designated Pole Owner Poles or make any Modifications in accordance with (a) the terms and conditions of the Marked-Up Application, (b) Pole Owner's then-current Standards and Specifications, and (c) all applicable laws, statutes, ordinances, rules and regulations imposed by any governmental entity with jurisdiction over the construction, operation, use, maintenance, repair, replacement or removal of the Equipment, Pole Owner Poles or other facilities thereon, including, but not limited to, the Occupational Safety and Health Administration Regulations ("OSHA"), as amended from time to time. Licensee will follow the procedures for a new Pole Owner energy delivery customer necessary to activate the Equipment for use in their designated purpose. Licensee shall have the right to accompany Pole Owner on any post-construction inspections scheduled by Pole Owner to determine Licensee's compliance with the terms and conditions of this Agreement and the Marked-Up Application. Pole Owner shall provide Licensee with sufficient notice prior to any such post-construction inspection. Licensee shall pay when billed for all reasonable Costs incurred by Pole Owner in conducting any such post-construction inspections.

Notwithstanding the foregoing, a qualified contractor reasonably acceptable to Pole Owner, shall undertake the installation of any and all Attachments and related Equipment on or connected to Pole Owner Poles to the plans and specifications as submitted with the Application by Licensee. Such installation shall be at Licensee's sole cost and expense.

6.2 All Equipment shall be clearly labeled at each pole location with Licensee's name and a telephone number where a representative of Licensee can be reached, twenty-four (24) hours a day, seven (7) days a week, to receive reports of problems with the Equipment. Licensee shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy such problems.

6.3 Placement or attachment of any of Licensee's Equipment at a new or different position on any Pole Owner Pole shall, in each instance where such placement or attachment has not been specifically approved by a prior Permit, constitute a Modification requiring the submission of a new Application and issuance of a Permit. This requirement does not apply in circumstances where Licensee places or attaches any of Licensee's Equipment at a new or different position on any Pole Owner Pole at the request of a third party Licensee as part of that third party Licensee's make-ready work necessary to attach its Equipment to the Pole Owner Pole.

7.0 COST AND SCHEDULING OF MAKE READY.

7.1 Licensee agrees to pay in advance the Cost of all Make Ready, as such Cost is identified in the Customer Work Agreement. Upon receipt of such payment and the Customer Work Agreement and Marked-Up Application as accepted by Licensee, Pole Owner will cause the Make Ready work to be performed in accordance with a schedule that avoids conflict or interference with Pole Owner's prior work commitments and regular business operations. The Make Ready work will be performed as soon as is reasonably practical consistent with the preliminary schedule and any updated schedule(s) provided to Licensee in accordance with Article 5.8, above.

7.2 Licensee may request in writing that all or part of the Make Ready work be performed on a schedule different than that which otherwise would be implemented by Pole Owner pursuant to Articles 5.8 and 7.1. If Licensee makes such a request in writing, Pole Owner will meet with Licensee to determine if the requested schedule is feasible and will not interfere with Pole Owner's business operations and with its obligations to its own customers and to other Licensees. If Pole Owner decides that it is feasible to undertake a different schedule for Make Ready work for Licensee than would otherwise result under Articles 5.8 and 7.1, based on Licensee's written request and Pole Owner's meeting with Licensee, Pole Owner and Licensee will negotiate a final schedule acceptable to both, which schedule will be confirmed in writing. Licensee agrees to pay Pole Owner all costs incurred in meeting

the revised schedule for Make-Ready, including, but not limited to, those costs associated with overtime and with penalties which may be owed to the bargaining unit for work performed by contractors.

7.3 Licensee agrees to pay for engineering work performed by Pole Owner, which includes analysis, field survey or inspection of the proposed route of Licensee's Facilities. In addition, Licensee agrees to pay all Costs (to the extent not paid pursuant to Articles 7.1 or 7.2 above), when incurred and billed, for the preparation of engineering documentation or work orders and drawings, that may be necessary to accommodate Licensee's Equipment, whether occurring prior to the placement of any Equipment on Pole Owner Poles, or whether occurring subsequent to the placement of any Equipment on Pole Owner Poles in connection with the required post-construction walk to determine whether Licensee's Equipment has been attached properly and in accordance with the Application and all applicable Permits. Pole Owner shall provide Licensee with a written estimate for such additional work.

7.4 Licensee agrees to pay the costs incurred by Pole Owner to upgrade or replace Pole Owner Poles to which Licensee's Equipment are attached if the upgrade or replacement is required solely by the addition or Modification of Licensee's Equipment, and to pay its proportionate share of the costs incurred by Pole Owner to upgrade or replace Pole Owner Poles if the upgrades or replacements directly benefit Licensee and other attachers to such Pole Owner Poles and are made to meet Pole Owner service needs, are made at the request of Licensee or an additional attaching party or are made as a result of governmental order or regulation.

8.0 MAINTENANCE AND REPAIR.

8.1 Pole Owner will maintain the Pole Owner Poles and repair or replace Pole Owner Poles as necessary to fulfill its own service requirements and as required by law. Pole Owner is not required to maintain any Pole Owner Poles for a period longer than is necessitated by its own service requirements. In the event that Pole Owner determines that it will no longer maintain a Pole Owner Pole upon which any Equipment is attached, Pole Owner will send Licensee sixty (60) days written notice that it will no longer maintain the Pole Owner Pole. In such event, Pole Owner may, in its sole discretion, offer Licensee alternative space on another Pole Owner Pole for the Equipment, provided that such alternative space and Pole Owner Pole is available.

8.2 Licensee shall, at its sole cost and expense, maintain its Equipment in good and safe condition and repair in accord with Pole Owner's Standards and Specifications and in compliance with all applicable law, statutes, ordinances, rules and regulations, as referenced in Article 6.1 herein. Additionally, Licensee agrees to maintain its Equipment in such a manner so as not to endanger or interfere with the use of Pole Owner Poles by Pole Owner or others granted a right to attach to said Pole Owner Poles. Upon receipt of any notice from Pole Owner or any court or governmental entity that any Equipment of Licensee is interfering with or endangering any persons, equipment, property or facilities of Pole Owner or any other party including the general public, Licensee agrees that it will, at its sole cost and expense, immediately take all necessary steps to remedy such danger or interference. In the event Licensee fails to remedy such danger or interference within twenty-four (24) hours after notice thereof from Pole Owner or any court or governmental entity, Pole Owner will take all actions it deems necessary or appropriate to remedy such matter, including without limitation the removal from Pole Owner Poles of any Equipment causing such danger or interference. Pole Owner shall have no liability of any kind or nature whatsoever for any actions taken by Pole Owner to remedy such danger or interference and, unless such liability is caused by Pole Owner's gross negligence or willful misconduct, Licensee shall pay Pole Owner upon demand for all Costs of such activities.

8.3 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on Pole Owner with respect to any agreement or arrangement Pole Owner has heretofore entered into or may enter into in the future with respect to any Pole Owner Poles. In no event will Pole Owner be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Equipment, unless caused by Pole Owner's gross negligence or intentional misconduct. Except for the Make-Ready work expressly described in the Marked-Up Application, Licensee hereby acknowledges and agrees that Pole Owner has not agreed to undertake any alterations or improvements to make the Pole Owner Poles suitable for Licensee's intended use and that Licensee hereby accepts use of the Pole Owner Poles in their AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.

9.0 REMOVAL, REPLACEMENT OR RELOCATION.

9.1 In the event Licensee wishes to remove any of its Equipment from any Pole Owner Poles, Licensee shall so notify Pole Owner in writing and submit an Application describing the location, number and type of Facilities to be removed. Pole Owner will review and complete the Marked-Up Application and identify thereon any special conditions governing Licensee's removal of the subject Equipment. Upon Licensee's acceptance and return of the Customer Work Agreement and Marked-Up Application, Pole Owner will issue a Permit authorizing such removal. No refund of any fees or charges previously paid to Pole Owner shall be made as a result of such removal. Licensee shall notify Pole Owner in writing within ten (10) days after the completion of such removal work, and no adjustment in future fees due and payable by Licensee hereunder pursuant to Article 11 shall be made until Pole Owner has received such notice of completion from Licensee and has had an opportunity to field verify the number of Pole Owner Poles from which Licensee's Equipment have been removed.

9.2 In the event that notice is provided by a governmental body that Licensee's use of any Pole Owner Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by permit, license or other approval required from any governmental body, or in the event notice is provided by a property owner or joint owner of the Pole of such violation or unauthorized use, Pole Owner may elect, in its sole discretion by written notice to Licensee, to revoke any Permit given under this Agreement authorizing Licensee's use of said Pole Owner Pole, such revocation to be effective upon the sixtieth (60th) day following the date of such notice. In the event Pole Owner elects to revoke such Permit, Licensee shall remove the subject Equipment, at Licensee's sole cost and expense, within sixty (60) days from the date of Pole Owner's revocation notice. If, however, the governmental entity, property owner or joint owner of the Pole providing notice of such violation or unauthorized use requires removal within less than the sixty (60) day time frame, then Licensee shall perform such removal within the time frame set or required by said entity. In the event Licensee fails to perform any such removal, Pole Owner may, in its sole discretion, and at the sole cost and expense of Licensee, perform such removal without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries. However, upon written request from the Licensee, Pole Owner, in its sole discretion, may permit the Licensee to continue to maintain its Equipment on such Pole or Poles until the Licensee exhausts its legal remedies with respect to the governmental determination, or the claim of the property owner or joint owner of the Pole, provided that Licensee is in compliance with all governmental determinations and Licensee's continued maintenance of its Equipment on such Pole or Poles, will not cause an adverse impact upon the City.

9.3 In the event of any emergency that threatens persons or property, Pole Owner may, in its sole discretion, without prior notice, remove any of Licensee's Equipment. Such removal shall be at Licensee's sole cost and expense, unless the removal was the result of gross negligence or willful misconduct by Pole Owner. Pole Owner will give notice subsequent to Pole Owner's removal of Equipment as soon as practicable under the circumstances.

9.4 In non-emergency situations, if Pole Owner determines that its electric service or operating requirements, or considerations of safety, reliability, and engineering, require the removal, relocation, or replacement of any of Licensee's Equipment, Licensee shall, at its sole cost and expense, effect such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from Pole Owner. If Licensee fails to perform such removal, relocation, or replacement within sixty (60) days after receipt of such written notice from Pole Owner, Licensee shall pay for any expenses Pole Owner incurs as a result of a return trip made necessary by Licensee's failure to perform the required removal, relocation, or replacement within the sixty (60) day period. Also, if Licensee fails to perform such removal, relocation or replacement within said sixty (60) day period, Pole Owner may, in its reasonable discretion, and at the sole cost and expense of Licensee, perform such removal, relocation or replacement without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries, unless caused by Pole Owner's gross negligence or willful misconduct. Licensee also may request that it transfer any of its Equipment to any available substitute Pole Owner Pole, at Licensee's sole cost and expense, which request may be approved or denied by Pole Owner in its reasonable discretion.

9.5 As provided in Article 14.4, Licensee shall completely remove its Equipment from Pole Owner's Poles no more than ninety (90) days after the termination of the Agreement, unless the parties have executed a new agreement covering the Pole Owner Poles hereto. As also provided in Article 14.4, if Licensee fails to remove its Equipment within the required time, Pole Owner may remove Licensee's Equipment, at Licensee's expense, from Pole Owner's Poles and without any liability to Pole Owner unless such liability is caused by Pole Owner's gross negligence or willful misconduct.

10.0 Pole Owner FACILITIES.

10.1 Licensee covenants and agrees that Licensee and Licensee's agents, contractors, employees, invitees, customers and others will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of Pole Owner's Facilities other than the Pole Owner Pole, without the express written consent of Pole Owner, which consent Pole Owner may withhold in its sole and absolute discretion. Licensee covenants and agrees that Pole Owner shall not be held responsible for, and Pole Owner is hereby expressly relieved from all liability by reason of injury (including death) or damage of any nature whatsoever to Licensee, or to its agents, contractors, employees, invitees, customers and others who are on the Pole Owner Poles under, through or by the authority of Licensee, or to property in, upon or about the Pole Owner Poles, except if such liability results from the willful misconduct of Pole Owner. In the event of a casualty or loss which results in the damage or destruction of Pole Owner's Facilities to which Licensee's Equipment is attached or located, Pole Owner shall have no obligation hereunder to rebuild or restore the Pole Owner's Facilities; provided that in the event the Pole Owner elects not to rebuild or restore Pole Owner's Facilities, the Permit in question shall immediately terminate. In such event, Pole Owner will work in good faith to allow Licensee to place Attachments on a reasonable alternative Pole.

10.2 Pole Owner reserves the right to make periodic inspections of the entire plant of Licensee located on Pole Owner Poles, or a portion of that plant, as often as conditions warrant. If Pole Owner determines that corrections or changes need to be made in order to meet the National Electric Safety Code or Pole Owner's service or operating requirements, including, but not limited to considerations of economy and safety, Licensee agrees that it will cause such corrections or changes to be made at its own expense, in a timely manner.

11.0 COMPENSATION

11.1 Licensee agrees to pay Pole Owner all fees and charges set forth in this Article within thirty (30) days from the date of receipt of correct invoices from Pole Owner.

11.1.1 Licensee agrees to pay Pole Owner, for each Attachment, the Annual Fees as referenced in Exhibit A as applicable in the first year of the Agreement for such Attachment for which Licensee has been issued a permit to attach to or place on any Pole Owner Pole, and the annual increase as provided for in Paragraph 11.1.2 for subsequent years.

All such Annual Fees shall be paid in the year that Pole Owner grants a permit for the placement of such Attachment and thereafter when billed by Pole Owner.

11.1.2 Subsequent Years. Thereafter, for so long as the Agreement is in effect, Licensee shall pay to Pole Owner, when billed, an annual fee for each Attachment to a Pole Owner Pole, whether wholly or jointly owned, which fee increases by three percent (3%) per year, said increase to be applied each year to the new base fee, whether applicable to a wholly-owned or jointly-owned Pole Owner Pole, that was charged in the prior year for each Attachment attached to such Pole Owner Pole.

11.2 Charge for Unauthorized Equipment. The attachment of any Equipment to Pole Owner's Poles or the Modification of any such Equipment without the approval of Pole Owner pursuant to the terms of this Agreement shall be considered an unauthorized attachment of the Equipment. Licensee shall pay Pole Owner for each unauthorized item of unauthorized Equipment attached to Pole Owner's Poles an amount equal to the annual fee that would have been charged for each item of such unauthorized Equipment under this Agreement for the year when the unauthorized Facility is discovered,

multiplied by the number of years that has passed since the commencement of this agreement or five years, whichever is less. Such charge shall be paid by Licensee without prejudice to any of Pole Owner's other rights under this Agreement, including Pole Owner's right to remove such unauthorized Equipment under the circumstances described elsewhere in this Agreement.

11.3 Interest. Licensee agrees to pay interest at the rate of 1.5 percent (1.5%) per month or the highest rate allowed by law, whichever is less, on all monies to be paid under this Agreement from the date such monies are due up to the date paid.

11.4 Taxes. Licensee will be solely responsible for any real estate taxes or assessments levied on any of its equipment.

12.0 LIABILITY AND INDEMNIFICATION

12.1 Notwithstanding any permission granted by Pole Owner pursuant to any Application, Marked-Up Application or Permit issued hereunder, Pole Owner retains the right to maintain, replace, relocate and remove Pole Owner Poles and to maintain, replace, relocate, remove and operate its facilities in such manner as it deems necessary or appropriate to fulfill its own service requirements. Accordingly, Pole Owner shall not be liable to Licensee, any customer of Licensee, any affiliate of Licensee, or any other person or entity, for any interruption of service or for any interference with the operation of the Equipment arising in any way out of Pole Owner's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with Pole Owner's own business needs and requirements. Without limiting the generality of the foregoing, Pole Owner will not be liable for any noise, induced voltages, currents or other interference in Licensee's Equipment.

12.2 Licensee agrees to defend and hold harmless Pole Owner, its parent company and their respective affiliates, directors, officers, employees, shareholders, agents, contractors, subcontractors, successors and assigns (the "Indemnitees") from and against any and all third party claims, demands, actions, causes of action, liabilities, judgments, obligations, costs or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys fees and costs, related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Equipment pursuant to this Agreement; provided, however, that Licensee shall have no obligation hereunder to indemnify any Indemnitees from their own gross negligence or intentional or willful misconduct. The foregoing indemnification shall include, but not be limited to, claims made under any worker's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors, and subcontractors). Licensee shall immediately notify Pole Owner of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested.

12.3 Licensee agrees to be liable for and promptly reimburse Pole Owner (except to the extent of Pole Owner's own gross negligence or intentional or willful misconduct), any joint pole owner or any authorized Pole Owner Pole user for expenses incurred in repairing or replacing Pole Owner Poles or any facilities damaged or destroyed, if such damage or destruction is caused by or results from, in whole or in part, Licensee's negligence or willful misconduct.

12.4 At all times, Licensee shall conduct its operations and otherwise use or occupy Pole Owner Poles hereunder in compliance with all applicable Environmental Laws and shall not cause any Hazardous Materials to be introduced to or handled on or about Pole Owner Poles hereunder. Licensee hereby indemnifies and shall defend and hold harmless Pole Owner and all other Indemnitees from and against any suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs, reasonable attorney and consultant fees, remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any breach by Licensee of the environmental covenants set forth above; (b) any violation hereunder by Licensee, its employees, agents, or contractors of any Environmental Laws; or (c) the presence, release or threatened release of any Hazardous Materials at, on or about Pole Owner Poles hereunder caused by Licensee, its agents, employees, contractors, or any entity in privity with or providing a benefit to Licensee; provided, however, that Licensee shall have no obligation to so indemnify any Indemnitee from such Indemnitee's own gross

negligence or misconduct. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

12.6 Neither party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits, business or service interruption.

12.7 Licensee's duties and obligations to indemnify Pole Owner and the other Indemnitees under this Article shall survive any termination of this Agreement.

13.0 INSURANCE.

Insurance requirements are outlined in Exhibit B of this document.

14.0 DEFAULT, TERMINATION AND OTHER REMEDIES.

14.1 Breach of Representations or Warranties. Either party may terminate this Agreement upon the discovery of a breach by the other party of one or more of the representations or warranties set forth in Article 16 of this Agreement.

14.2 Other Breaches. Each Party agrees that the other Party may terminate this Agreement or an affected Permit upon the discovery of one or more of the breaches of this Agreement identified in this Article 14.2 subject to applicable cure periods.

14.2.1 Bankruptcy or Insolvency. Each Party shall be in breach of this Agreement if it fails to make a payment or is at risk of failing to make a payment because it (a) makes any general assignment for the benefit of creditors; (b) initiates or is the subject of a request to initiate a bankruptcy or insolvency proceeding under any provision of law, including the United States Bankruptcy Code; or (c) files or is the subject of a filing for the appointment of a receiver.

14.2.2 Failure Materially To Comply. Each Party shall be in breach of this Agreement if it fails materially to comply with any of the provisions of this Agreement to be performed or observed by such Party, and such breach continues without cure (a) for thirty (30) days after written notice from the non-breaching Party; or (b) if such default cannot reasonably be cured within thirty (30) days, then for such longer period so long as the breaching Party proceeds with diligence to cure..

14.2.3 Loss of Operating Authority. Either Party shall be in breach of this Agreement if at any time it loses its operating authority, whether as a result of action by any appropriate governmental entity, applicable law, or otherwise.

14.3 Rights And Remedies For Breach. In the event either Party shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, the non-breaching Party may terminate this Agreement. In the event Licensee shall be in breach of this Agreement and such breach continues beyond any applicable cure period provided herein, the Pole Owner may exercise any one or more of the following rights and remedies: (a) terminate this entire Agreement or terminate any Permit or Permits given pursuant to this Agreement; (b) take any and all corrective action it deems necessary or appropriate to cure such default and charge the cost thereof to Licensee, together with interest thereon at 1.5 percent (1.5%) per month, or the highest rate allowed by law, whichever is less.

14.4 Upon termination of any Permit, Licensee shall have ninety (90) days to remove its Equipment from the affected Pole Owner Poles, and upon termination of the entire Agreement, Licensee shall have ninety (90) days to remove its Equipment from Pole Owner's Poles. Pole Owner shall have the right, upon notice to Licensee, to remove all of Licensee's Facilities and Power Supplies from the Pole Owner Poles to which the Permit applies or from all of Pole Owner's Poles where the entire Agreement has been terminated if Licensee fails to remove its Equipment within the specified and applicable time. Licensee shall pay Pole Owner for all Costs of such removal within ten (10) days after billing. Pole Owner

shall deliver the Equipment to a location given by Licensee or stipulated by Pole Owner without incurring any liability for the condition of the Equipment, or for any other loss, damage or casualty, of any kind or nature whatsoever, incurred or alleged to have been incurred by Licensee arising out of or resulting from the removal of the Equipment.

14.5 Duties and Obligations Remain. In the event that Licensee is in default or in breach under this Agreement and Pole Owner elects to terminate Permits granted under this Agreement or the Agreement itself, in whole or in part, or upon any other cause of termination of this Agreement, Licensee shall not be relieved of any of its duties or obligations under this Agreement, so long as any Equipment remains on any Pole Owner Pole.

15.0 ASSIGNMENT.

15.1 Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of Pole Owner, which consent will not be unreasonably withheld, except that Licensee may assign or transfer its rights, privileges and obligations to a parent, affiliate or subsidiary company without prior written notice to Pole Owner. In addition, Licensee may assign its rights, privileges and obligations to any entity that succeeds to all or substantially all of its assets, whether by merger, sale, or otherwise, but only with prior written notice to Pole Owner and subject to the requirements that Licensee shall either (a) demonstrate to Pole Owner that (i) the successor entity has a credit rating with any two of Standard & Poor's, Moody Financial Services or Fitch IBCA which is equal to or superior than the credit rating with such services that Licensee has at the time of such proposed assignment; or (ii) if the successor entity is not rated by any two of the foregoing credit rating services, then Licensee shall demonstrate to Pole Owner, in the commercially reasonable exercise of Pole Owner's judgment, that the successor entity has creditworthiness comparable to the creditworthiness of Licensee. Licensee agrees that Pole Owner may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 11 of this Agreement or of the Insurance and Bond requirements set forth in Article 13 of this Agreement, unless the assignment or transfer is to Licensee's parent, affiliate or subsidiary, or unless the assignment or transfer is to a non-affiliated entity that succeeds to all or substantially all of Licensee's assets and meets the creditworthiness standards set forth above. Licensee shall give Pole Owner not less than sixty (60) days' prior written notice of any proposed assignment or transfer. Notwithstanding anything to the contrary, Licensee shall have the authority to sublease or sublicense use and capacity of Licensee's Service to its third-party customers and similar entities with notice, and such sublease or sublicense shall not constitute a transfer, assignment, lease or sublease as defined by this Agreement.

15.2 The obligations of Licensee under this Agreement (but, except as otherwise provided in Article 15.1 hereof, not Licensee's rights and privileges hereunder) shall extend to and be binding upon any successors or assigns of Licensee. All right, title and interest of Pole Owner hereunder shall be binding upon an issue to the benefit of Pole Owner's successors and assigns.

15.3 Nothing herein shall be deemed to restrict or limit Pole Owner's right to assign all or any portion of its right, title or interest in this Agreement.

15.4 Licensee, as an integral part of its business operations, shall be permitted to sub-license or sublease to third-party wireless telecommunications providers any, all, or a portion of its rights under this Agreement, including but not limited to placement of Attachments on Pole Owner's poles, without the Pole Owner's prior written consent. Furthermore, the installation and use of internal space within Licensee's Attachments for third party wireless providers utilizing Licensee's service and/or the use of Licensee's Attachments by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or overflashing is expressly permitted by this paragraph.

15.5 Pole Owner acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Equipment (the "Collateral") with third party financing entities. In connection therewith, Pole Owner (i) consents to the installation of the Collateral consistent with the other terms of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral

may be removed at any time consistent with the other terms of this Agreement without recourse to legal proceedings.

16.0 REPRESENTATIONS AND WARRANTIES.

16.1 Power and Authority. Each party represents and warrants that (a) it is a corporation duly organized, validly existing and in good standing in its state of organization, (b) with respect to Licensee, that it is a Delaware corporation, qualified to do business under the laws of the State of Tennessee, and (c) with respect to Pole Owner, that it is a municipal corporation under the Laws of the State of Tennessee (d) that Licensee and Pole Owner have full power and authority to enter into this Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms.

16.2 Enforceability. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of such party and is enforceable against such party in accordance with its terms and conditions. Each party further represents and warrants that it has independently reviewed this Agreement, including the charges set forth in Article 11, and concluded that this Agreement is just, reasonable and equitable.

17.0 FORCE MAJEURE.

17.1 Neither party shall be liable for any delay in performance or inability to perform any non-monetary obligations hereunder if such delay or inability is due to acts or omissions which are not voluntary by such party and beyond such party's reasonable control, including, but not limited to, acts or omissions of any governmental body, civil disturbance, acts of terrorism, war, fires, acts of nature, labor disputes, shortages of materials and equipment, or the acts or omissions of the other party.

18.0 MISCELLANEOUS.

18.1 Confidential Information. The parties agree that the terms of this Agreement and any other information deemed proprietary and confidential by either party and identified as such and disclosed to the other party in the course of performing under this Agreement shall be held in strictest confidence by the receiving party and shall not be disclosed to any third party (other than the affiliates of the receiving party) without the disclosing party's prior written consent. The obligations imposed herein shall not apply to confidential information which (a) becomes available to the public through no wrongful act of the receiving party, (b) may be published prior to the date hereof, (c) is received from a third party without restriction known to the receiving party and without breach of this Agreement, (d) is independently developed by the receiving party, or (e) is disclosed pursuant to a requirement or request of a governmental agency, subpoena, court order or other legal proceeding.

18.2 Merger. All understandings and agreements, oral or written, heretofore made by and between the parties hereto are merged into this Agreement. This Agreement, and the exhibits attached hereto, alone fully and completely expresses the agreement between Pole Owner and Licensee with respect to the subject matter hereof.

18.4 Waiver of Terms or Conditions. The failure of Pole Owner or Licensee to enforce or insist on compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any right to seek enforcement of such terms or conditions. The acceptance of payment by Pole Owner of any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach, default or violation of the terms or conditions of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

18.5 Severability. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances otherwise shall be held to be invalid or unenforceable under applicable law by any court or governmental body having jurisdiction, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable any other provision of this Agreement, nor shall it affect the application of such clause, phrase, provision or portion hereof to any other person or circumstances. In the event any provision of this Agreement is so found to be invalid or unenforceable, the parties agree to amend this Agreement by replacing the invalid or unenforceable term

with such other provision as will give the fullest possible effect, within the limits of applicable law, to the intention and understandings of the parties as set forth in this Agreement. Notwithstanding the foregoing, in the event that any of the terms and conditions contained in Article 13 hereof are determined by a court or governmental body having jurisdiction to be invalid or unenforceable in any material respect, then, at Pole Owner's option, this Agreement shall be terminated and, in such event, the Parties will use best faith efforts to reach a new Agreement. If a new Agreement is not reached within sixty (60) days following the termination, then Pole Owner shall have the right to remove all of Licensee's Facilities and Power Supplies from any or all of the Pole Owner Poles in the manner provided by hereinabove with respect to termination of this Agreement.

18.6 Notice. Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a nationally recognized messenger service or private delivery service providing same or next day delivery, or (b) sent by United States Certified Mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein below. With respect to notification of completion of Make-Ready work (Article 5.6), notice of interference or endangerment (Article 9.2), notice of emergency action (Article 9.3), or such other notice requirements as Pole Owner and Licensee may agree from time to time to treat as follows, notice may first be made by telephone call or e-mail to the person or persons specified below, to be followed within a reasonable time by a confirmation notice in writing as directed above. The parties and the addresses set forth herein below may be changed by any party by giving notice to the other party in accordance with this Section 18.6 to the last person and address specified herein below:

If to Pole Owner,

City of Clarksville
Mayor's Office
One Public Square
Clarksville, TN 37040

With a copy to:

City of Clarksville
City Attorney
One Public Square
Clarksville, TN 37040

If to Licensee,

ExteNet Systems, Inc.
3030 Warrenville Rd
Suite 340
Lisle, IL 60532
ATTN: CFO
(ph) 630-505-3800

With a copy to:

ExteNet Systems, Inc.
3030 Warrenville Rd
Suite 340
Lisle, IL 60532
ATTN: GENERAL COUNSEL
(ph) 630-505-3800

All invoicing to Licensee may be made to the address above "ATTN: Accounts Payable" or electronically to: ap@util.extenetsystems.com

18.7 Agreement To Do All Things Necessary Or Appropriate. Both parties agree to do all things necessary or appropriate from time to time, including the execution and delivery of such ancillary documents and agreements as Pole Owner may reasonably require, to carry out the express terms and conditions of this Agreement and the intentions and understandings of the parties as described herein.

18.8 No Partnership Or Joint Venture Created. The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, Pole Owner and Licensee. Pole Owner and Licensee are each independent contractors and nothing contained in this Agreement shall be construed to constitute either party an agent of the other.

18.9 Revision Of Forms. The forms attached hereto are subject to revision by Pole Owner at any time and at its discretion.

(continued next page)

IN WITNESS WHEREOF, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

CITY OF CLARKSVILLE

By: _____

Printed Name: _____

Title: _____

Date: _____

EXTENET SYSTEMS, INC.

By: _____

Printed Name: Daniel L. Timm

Title: Executive Vice-President and CFO

Date: _____

EXHIBIT A

Annual Fees

Fiber attachment Fee: \$38.66, per Pole, per year

Antenna attachment Fee: \$38.66 per 12" of vertical space on the Pole

Street Light attachment Fee:

\$150.00 per Pole, per year for non-decorative or standard Pole attachment
\$350.00 per Pole, per year for attachment to decorative Poles.

EXHIBIT B

INSURANCE REQUIREMENTS

(a) Required Coverage. Licensee shall provide and maintain, and shall require each subcontractor to provide and maintain, in effect so long as all or any portion of the Licensee's improvements shall remain on Pole Owner's property, minimum insurance coverage with carriers satisfactory to Pole Owner including:

1. Workers Compensation insurance with statutory limits, as required by the state in which the Work is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.
2. Commercial general liability (CGL) insurance (with coverage consistent with ISO Form CG 00 01 12 04) with a limit of not less than one million dollars (\$1,000,000.00) per occurrence and aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent Licensees, personal injury/advertising injury, blanket contractual liability, and products/completed operations for not less than three (3) years from the date of this Agreement.
3. Automobile liability insurance coverage for owned, non-owned, and hired autos with a limit of not less than one million dollars (\$1,000,000.00) per accident.
4. Excess or Umbrella liability insurance coverage with a limit of not less than four million dollars (\$4,000,000.00) per occurrence and aggregate. These limits apply in excess of each of the above-mentioned policies.

The liability limits under 1, 2, 3 and 4 may be met with any combination of primary and Excess or Umbrella Insurance policy limits totaling \$5 million dollars (\$5,000,000).

Insurance coverage provided by Licensee and subcontractor under this Exhibit B shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000.00) unless approved in writing by Pole Owner; any endorsement limiting coverage available to Pole Owner which is otherwise required by this Exhibit B; and any policy or endorsement language that (1) negates coverage to Pole Owner for Pole Owner's own negligence, (2) limits the duty to defend Pole Owner under the policy, (3) permits the recovery of defense costs from any additional insured, or (4) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

1. Be primary and non-contributory to any other insurance carried by Pole Owner;
2. Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
3. Provide for a waiver of all rights of subrogation which Licensee's insurance carrier might exercise against Pole Owner.

Any policies of insurance maintained by Licensee, its contractors, or subcontractors, shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by Pole Owner. Licensee may, in lieu of obtaining insurance policies from third parties, furnish the insurance required of it hereunder through a commercially reasonable self-insurance program, subject to

the approval of Pole Owner (which approval shall not be unreasonably withheld, conditioned or delayed so long as the demonstrated claims paying ability and financial resources of such program equal or exceed those of insurance companies having Best's Ratings equal to that described above).

Additional Insured Endorsement.

All liability insurance policies shall name Pole Owner, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Pole Owner, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01, and shall maintain the required coverages, naming Pole Owner as an additional insured, for a period of not less than three (3) years from the date of this Agreement.

Evidence of Insurance.

Licensee shall provide evidence of the required insurance coverage and file with Pole Owner a Certificate of Insurance acceptable to Pole Owner prior to commencement of the Work. The Insurance and the insurance policies required by this Exhibit B shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Pole Owner.

Waiver of Subrogation.

Licensee shall waive all rights of subrogation against Pole Owner under those policies procured in accordance with this Agreement.

Ratings.

All insurance coverage shall be provided by insurance companies acceptable to Pole Owner and having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the date of this Agreement).

Upon Licensee's failure to provide and maintain the required insurance, Pole Owner shall have the right, but not the obligation, to purchase the insurance or any part thereof, either with or without including Licensee as insured, and the cost of the insurance shall become due and payable and shall be collectable by the Pole Owner in the same manner as herein provided for the collection of other charges not paid by Licensee Bond or Letter of Credit.

EXHIBIT B

**TELECOMMUNICATIONS ATTACHMENT AND
RIGHTS-OF-WAY AGREEMENT**

between

The CITY of CLARKSVILLE, TN

and

EXTENET SYSTEMS, INC.

TELECOMMUNICATIONS ATTACHMENT AND RIGHTS-OF-WAY AGREEMENT

The CITY of CLARKSVILLE (“City”), and EXTENET SYSTEMS, INC., a corporation, organized and existing under the laws of Delaware (“ExteNet”), hereby enter into this Telecommunications Attachment and Rights-of-Way Agreement (“Agreement”) effective as of _____, 2016, (the “Effective Date”).

WHEREAS ExteNet has been issued a certificate of public convenience and necessity by the Tennessee Regulatory Authority (“TRA”) as a provider of telecommunications services with authority to operate throughout the State of Tennessee; and

WHEREAS CITY is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way in CITY on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS the jurisdictional boundaries of City include public rights-of-way and facilities that are used by, and useful to, telecommunications providers; and

WHEREAS City is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers’ access to the public rights-of-way within City’s jurisdictional boundaries.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained the City and ExteNet, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Definitions

Except as the context may otherwise require, each capitalized word or phrase in this Agreement shall have the meaning specified herein. All other terms in this Agreement shall be interpreted in accord with common usage in the telecommunications industry. Without limiting the generality of the foregoing, for purposes of this Agreement, the terms listed below are defined as follows:

1.1. “Attachment” means the placement, attachment or installation of one or more items of Equipment on, over, under or within any City ROW or to any City Facility.

1.2. “Commission” or “PUC” means the Tennessee Regulatory Authority.

- 1.3. "Equipment" means any and all radios, amplifiers, optical converters, multiplexers, antennae, cables, wires, conduits, innerducts, pedestals, boxes, cabinets, primary and auxiliary power supplies, power meters, support structures, mounting hardware, and all related or ancillary devices which may be owned by ExteNet or ExteNet's customers which shall be installed, maintained, operated or used by ExteNet to provide Service.
- 1.4. "ExteNet" shall mean ExteNet Systems, Inc., a corporation organized under the laws of the State of Delaware and to which the Commission has issued a certificate to operate as a provider of telecommunications services.
- 1.5. "Fee" means any one-time or recurring amount to be paid by ExteNet pursuant to this Agreement. Without limiting the generality of the foregoing. "Attachment Fees" means Fees paid in consideration of Attachments to or use of Facilities, and "ROW Fees" means Fees paid to cover the reasonable costs for City to administer access to its ROW.
- 1.6. "Facility" or "Facilities" means any City-owned or leased structure upon or within which it is technically feasible to place Equipment, including, but not limited to any City-owned light poles or fixtures, traffic signal poles, or conduit in City ROW. The City and ExteNet acknowledge that there is limited City owned conduit available for the placement of ExteNet's fiber and nothing in this Agreement permits ExteNet to use the City owned conduit, any use of which shall be subject to a separate agreement to be entered into between the City and ExteNet. The City and ExteNet acknowledge that Attachment to any City owned water tank is not permitted by this Agreement.
- 1.7. "Node Poles" means those utility poles or Facilities to which ExteNet proposes to attach items of Equipment, other than wires and fiber optic cabling.
- 1.8. "Pole Placement" means the placement of a new wooden, metal or concrete pole or other vertical structure in City ROW when necessary or useful for ExteNet's provision of Service. "Pole Placement" does not include replacement of existing Utility Infrastructure poles.
- 1.9. "Restore" means returning a City Facility or ROW to the condition it was in prior to Attachment, excepting reasonable wear and tear.
- 1.10. "Rights-of-Way" or "ROW" means the public ways now or hereafter existing that are owned by or otherwise subject to the jurisdiction and control of City, including without limitation, all space in, upon, above, along, across, under, and over any or all of the following: highways, streets, roads, lanes, courts, ways, alleys, boulevards, curbs, sidewalks, bridges, overpasses, underpasses, tunnels, easements, conduit, vaults, access manholes and "pull box or hand holes".

- 1.11. "Service" means the transport, transmission and reception of signals carrying voice and data communications, including but not limited to format and/or protocol conversion and point-to-point transport of signals over fiber optic cables and other wireline connections as ExteNet provides as authorized by the TVA or Federal Communications Commission.
- 1.12. "State" means the State of Tennessee.
- 1.13. "Utility Infrastructure" means existing poles and/or conduits owned or controlled by public or private utility companies, other than City-owned utility companies that are located in the ROW.

2. Grant of Access and Occupancy Rights

- 2.1 Attachment to Third-Party Property. Subject to obtaining an existing utility easement or other suitable form of written permission of the owner(s) of the affected property, City hereby authorizes and permits ExteNet to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Equipment in or on Utility Infrastructure or other structures lawfully owned and operated by public utility companies or other property owners and located within or outside the Rights-of-Way. Upon request by City, ExteNet shall furnish to the City documentation in a form reasonably acceptable to the City of such permission from the individual utility or property owner. City shall provide a response to ExteNet within thirty days of submission of a completed application to access the ROW. A denial of an application for the Attachment of Equipment to Utility Infrastructure or other third-party poles or structures shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of ExteNet's Equipment which is not materially different in size, shape and color of telecommunications or electrical equipment then existing in the ROW. The reason for any denial shall be provided in writing with the denial.
- 2.2 Approval of Equipment Design, Configurations and Attachments. ExteNet will submit to City an application with a proposed design for any Equipment that ExteNet proposes to use in City Rights-of-Way. Such application shall include a map or annotated aerial photograph identifying which Utility infrastructure or Facilities ExteNet seeks to use for Attachments. The City will approve or deny the particular Utility Infrastructure and Facilities to which ExteNet can attach its Equipment, which shall not be unreasonably withheld.
- 2.3 Equipment Attachment to Facilities. City hereby grants to ExteNet the nonexclusive right, privilege, and license to enter and occupy City's Rights-of-Way. Such right to enter and occupy shall be for purposes of, and/or in connection with, Attachments of Equipment, and shall be subject to applicable rules, regulations or statutes setting forth non-discriminatory and reasonable controls as to the time, place and manner in which City's ROW are accessed and occupied in order to protect the health, safety and welfare of the public.

2.4 Pole Placements. In the event that an ExteNet application for Attachment is deemed impractical or denied by City due to lack of existing Facilities, the parties agree that, at the discretion of the City, either ExteNet shall be granted the right for Pole Placement in the Rights-of-Way or City shall place a Facility for Attachment of ExteNet's Equipment. The City shall provide a response to ExteNet within sixty (60) days of submission of a completed application, whether to grant or deny ExteNet's application for the placement of a new Pole Placement or the City's election to place a new Facility at a mutually agreed upon location. The City shall elect at the time of approval of any application, whether the City or ExteNet will retain ownership of such new Pole Placement or Facility. Notwithstanding the foregoing, The City and ExteNet acknowledge that to the extent that such new Pole Placement or Facility is intended to be a part of the City's electrical infrastructure, ownership of such pole shall remain with the City. The City acknowledges that ExteNet is a neutral host provider, intending to add other third party customers Equipment to the Pole Placement or Facility and to provide Services to those third party customers. The City shall not unreasonably restrict ExteNet from expanding, modifying or replacing Equipment on any City owned pole, except as otherwise provided for herein. The reason for any denial shall be provided in writing with the denial.

2.4.1 The parties agree that Pole Placement is to be effected by ExteNet, ExteNet shall bear the entire cost and expense of all placement, installation, construction for Pole Placement. If the City retains ownership of the Pole post construction, the City shall maintain the Pole, to the extent that ownership of the Pole remains with ExteNet, ExteNet shall be responsible for the maintenance of such Pole.

2.5 Assignment of Cost. Except as otherwise provided in this Agreement, ExteNet shall bear the entire cost and expense of all placement, installation, construction, maintenance, and operation of Equipment and/or Attachments and Pole Placements by ExteNet in the Rights-of-Way, and shall hold City harmless from any such costs or expense.

2.6 Power for Equipment and Facilities. ExteNet will be solely responsible for establishing electrical power services for all of its Equipment and for the payment of all electrical utility charges to the applicable utility company. Notwithstanding this provision, City and ExteNet may mutually agree that ExteNet may power its Equipment Attachments to Facilities from a power source available at or associated with the relevant City Facilities.

2.7 Additional Future Attachments. ExteNet may apply to City to expand its initial Network installation through the same process as specified in this Section 2.

3. Term

This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of ten (10) years following the Effective Date (the “Initial Term”), unless terminated sooner in accordance with this Agreement. The Agreement will automatically renew on the same terms and conditions set forth herein for two (2) successive five (5) year renewal periods (each such five-year period referred to as a “Renewal Term”). The Agreement will be subject to termination by either the City or ExteNet upon the giving of written notice to the other (60) days prior to the end of the Initial Term, or thereafter sixty (60) days prior to the termination of any Renewal Term, unless the Agreement is otherwise terminated in accordance with this Agreement.

4. Fees

- 4.1.ROW Fees. ExteNet shall pay, when billed, ROW Fees to cover City’s reasonable cost of administering ExteNet’s access to and occupancy of City’s ROW for new Pole Placement and for installation of ExteNet Equipment within, over or under City’s ROW, including Attachments to facilities owned by third parties. Such ROW Fees shall be computed on the basis of the rates set forth in Exhibit A. The Fees referenced in Exhibit A shall increase annually by three (3%) of the Fee from the prior year. Subject to Section 5.3, ExteNet may remove any Equipment or Attachments in the ROW at any time and the corresponding ROW Fees shall cease upon removal.
- 4.2.ROW Fees. ExteNet shall pay ROW Fees to City for each City-owned or leased Facility in which ExteNet installs Equipment. Such ROW Fees shall be computed on the basis of the rates set forth in Exhibit A attached. Notwithstanding the foregoing, ExteNet shall not be liable for payment of any ROW Fee if for any reason City’s Facility is or subsequently becomes unusable, or ExteNet withdraws its application for ROW use for such Facility before completing such use or putting the Equipment into productive service. Subject to Section 5.3, ExteNet may remove any Equipment at any time and the corresponding ROW Fees shall cease upon removal.
- 4.3.Other Fees and Compensation. The foregoing Fees are in addition to and not in lieu of any other non-discriminatory administrative fees and charges, imposed by City in connection with the issuance of construction permits, provision of copies of records, etc.
- 4.4.Payment Terms. All Fees payable pursuant to this Section 4 shall be paid annually in advance no later than June 31st of each year, and shall be based on the total Fees due for all Equipment, Attachments, and/or Node Poles occupying City ROW and/or Facilities as of May 31st. Initial Fees for all new Equipment, Attachments, and/or Node Poles placed on City ROW and/or Facilities shall be paid in advance and due within 30 days of the date on which construction of the

Equipment, Attachments, and/or Node Poles is completed. There shall be no proration of Fees.

4.5. Changes to Laws and Regulations Affecting Fee Rates. ExteNet and City acknowledge and agree that, in order to expedite the development and construction of ExteNet's DAS Network for the benefit of residents and visitors in City the rates set forth in Exhibit A have been negotiated by the parties without complete information concerning their reasonableness relative to the costs to be incurred by City. Therefore, during the term of this Agreement if: (a) lower rates are established or charged to ExteNet's competitors as a result of any ordinance or regulation subsequently adopted by City or by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non-appealable determination that the rates set forth in Exhibit A or any portion thereof or any rates for similar access, use or attachments in the same or contiguous market areas that are equal to or lower than such rates and are not reasonable or legal, then the parties shall negotiate in good faith to reduce the rates set forth in Exhibit A accordingly. Further if by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non-appealable determination that the terms and conditions of access to the ROW or rights of attachment to Facilities is materially different from or in addition to the rights set forth herein, the Parties will negotiate in good faith to amend the Agreement to reflect such determinations.

5. Construction

5.1. CITY Approval. Prior to commencing construction, ExteNet shall identify to the Department of Public Works those portions of City's Rights-of-Way that ExteNet needs to access and/or occupy, and City's Facilities, if any, upon which ExteNet seeks to make Attachments. Further, ExteNet shall provide a map or annotated aerial photograph identifying which Facilities ExteNet seeks to use for Attachments. The City will identify those Facilities to which ExteNet can attach its Equipment. City shall have sixty (60) days to review and approve ExteNet's construction plans, which approval shall not be unreasonably withheld, conditioned or delayed. City shall notify ExteNet in writing of its approval or disapproval of ExteNet's proposed construction plans and Attachments. In the event that City personnel fail to deliver to ExteNet written notice of approval or disapproval of such plans and Attachments within sixty (60) days, such plans and Attachments shall be deemed approved by City.

5.2. Avoidance of Interference. ExteNet agrees that the placement, installation, construction, maintenance, operation and removal of Equipment installed in City ROW and its Attachments to City Facilities or Utility Infrastructure shall be carried out in such locations and in such manner so as not to unreasonably interfere with the operation and maintenance of City water, gas, sewer pipe, traffic signal, street light and other utilities and conduits already existing, as determined by the City.

- 5.3. Permits. ExteNet further agrees to obtain all necessary excavation or encroachment permits setting forth time, place and manner restrictions necessary to protect the health, safety and welfare of the public, prior to commencing construction required for Equipment Attachment or Pole Placement in City's ROW or Facilities. City agrees to cooperate in expediting the issuance of such permits as reasonably requested by ExteNet in order to meet the reasonable requirements of ExteNet's customers and the telecommunications services needs of end users served by them.
- 5.4. Street Furniture Cabinets. If a portion of ExteNet's Equipment, not including antennas, cannot be accommodated on City's Facilities, the parties agree that upon City's approval, and payment of appropriate Fees by ExteNet, ExteNet may place such equipment in above-ground street furniture and equipment cabinets, to be owned by ExteNet or ExteNet's third party customer, located in the Rights-of-Way. In no instance shall the installation of any of ExteNet's Equipment in street furniture or equipment cabinets block pedestrian walkways in the ROW or result in violation of the Americans with Disabilities Act. If ExteNet cannot obtain necessary permits, approvals or other authorizations to place street furniture or equipment cabinets in the ROW, parties agree that ExteNet may place Equipment in below-ground vaults, and that City shall authorize such vaults expeditiously pursuant to applicable City Code zoning and undergrounding provisions. In such instance, ExteNet will be responsible for all costs associated with such below-ground vaults, including without limitation relocation costs of any public improvements or public utilities facilities.
- 5.5. Compliance with Law. When placing, installing, constructing, maintaining, operating, removing or relocating Equipment or Pole Placement in City Rights-of-Way, or making Attachments to City Facilities, ExteNet shall comply with all applicable federal and State statutes, regulations and orders, including but not limited to any relevant state regulatory or legislative construction standards, the National Electric Code (NEC) and/or National Electric Safety Code (NESC)]. ExteNet shall also comply with all City technical specifications and requirements that are reasonable and non-discriminatory with respect to their impact on telecommunications services and ExteNet as a provider thereof, and all applicable national, State and local building, electrical and safety codes.
- 5.6. Restoration. If the placement, installation, construction, maintenance, operation, removal or relocation of Equipment or poles by ExteNet disturbs or alters City Rights-of-Way or Facilities, ExteNet, at its own expense shall restore such City Rights-of-Way or City Facilities to their original condition, normal wear and tear excepted.

6. Maintenance

- 6.1. Proper Maintenance. ExteNet shall maintain its Equipment and poles located in City Rights-of-Way and its Attachments in such condition that they shall not constitute a danger to the health, safety and welfare of the public.
- 6.2. Right of Entry. ExteNet may enter upon City Rights-of-Way and City Facilities to maintain or repair Equipment or poles from time to time without prior approval of City.
- 6.3. Removal or Replacement of Equipment. ExteNet may remove or replace any items of Equipment as reasonably required in connection with the ongoing provision of Services without prior approval of City, so long as any replacement Equipment is substantially the same as that which has been removed with regard to size, weight and physical configuration. Removal of Equipment from any Rights of Way or Attachment shall not constitute termination of this Agreement.
- 6.4. Permits. In the event maintenance or repair activities will disturb or block pedestrian or vehicular traffic in City Rights-of-Way, ExteNet shall obtain all permits required by City prior to commencing such maintenance or repair.

7. Relocation of Equipment

- 7.1. Notice. City shall direct relocation of ExteNet's Equipment by delivering written notice to ExteNet identifying the need for such.
- 7.2. Timeframe. After receiving notice, ExteNet shall relocate its Equipment to alternative City ROW and City Facilities approved by the City as soon as practicable, but in no event later than one-hundred and eighty (180) days after receipt of such notice. ExteNet and City may mutually agree to extend the period of time in which relocation of the Equipment must be completed, beyond the one-hundred and eighty (180) period noted above.
- 7.3. Cost of Relocation. ExteNet shall be responsible for any Equipment relocation costs arising out of the City's operation and use of the ROW or the Facility, unless the relocation of ExteNet's Equipment is necessitated by the needs of another party (other than City), in which case, the cost and expense of such relocation shall be borne by such other party, and ExteNet shall not be required to relocate such Equipment until adequate assurance of payment or reimbursement is delivered to ExteNet by such other party.

8. Indemnification

- 8.1. Scope of Indemnification for CITY. ExteNet shall indemnify and hold harmless City, its elected and appointed officers, its council members, boards, commissions, employees, and agents from any and all injury, claim, demand, judgment, liability, or damage arising out of or resulting from ExteNet's negligence in the placement, installation, construction, maintenance, operation and removal of Equipment in City's Rights-of-Way or on City Facilities or otherwise in the performance of this Agreement. ExteNet shall not be obligated to hold harmless or indemnify City for any injury, claims, demands, judgments, liabilities or damage to the extent that they are due solely to the gross negligence or intentional and/or willful acts of City, or any of its officers, council members, boards, commissions, employees, or agents.
- 8.2. Excluded Damages. In no event shall either party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred, or alleged to have been incurred, by anyone.
- 8.3. Notice. Any party seeking indemnification hereunder ("Indemnitee") shall notify the other party ("Indemnitor") within fifteen (15) days of the nature and amount of a claim arising under this Section, and the method and means proposed by the Indemnitee for defending or satisfying such claim.
- 8.4. Representation. The Indemnitor shall pay for all costs and expenses, including reasonable legal fees, of defense for Indemnitee in any claims or actions subject to indemnification hereunder, provided that so long as the Indemnitor has undertaken and is vigorously pursuing such defense it shall not be responsible for additional legal fees and expenses incurred by the Indemnitor. The Indemnitee shall cooperate and consult with the Indemnitor respecting the defense and satisfaction of such claims, including the selection of and direction to legal counsel, and the Indemnitee shall not pay or settle any such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld. The Indemnitee will be allowed, at its own expense, to appear and defend or assist Indemnitor in the defense of such claims.
- 8.5. Breach of Agreement. In the event that any claim, complaint or litigation is brought by either party to this Agreement against the other for breach of this Agreement, or for an interpretation of this Agreement, each party shall bear its own costs, including legal fees and expenses.

9. Insurance

Insurance requirements are outlined in Exhibit B of this document.

10. Security

Not less than ten (10) business days prior to the first Attachment of ExteNet Equipment to City Facilities or the first installation of ExteNet Equipment within, over or under the City's ROW, ExteNet shall provide City with security for the proper removal of such Equipment and restoration of such Facilities or ROW in the form of a bond in the amount of Ten Thousand (\$10,000.00) Dollars. The Bond shall be in a form reasonably acceptable to City, and such Bond or a substantially equivalent replacement shall be maintained in effect throughout the term of this Agreement, subject only to adjustments to the amount to reflect changes in the number of Attachments or in the portion of City's ROW occupied by ExteNet.

11. Assignment

- 11.1 Assignment without approval. ExteNet shall have the right to assign this Agreement and all rights and obligations accorded ExteNet to a wholly-owned subsidiary or a parent entity of ExteNet without the prior written consent of City. In the event ExteNet assigns this Agreement to a subsidiary or parent, entity, ExteNet shall provide City with prior written notice of such assignment.
- 11.2 Assignment requiring approval. ExteNet must obtain the prior written consent of City in order to assign this Agreement, or any right or obligation under this Agreement, to a third party other than a wholly-owned subsidiary or parent entity of ExteNet. Such consent shall not be unreasonably withheld, conditioned or delayed by City.
- 11.3 Sub-licensing. ExteNet, as an integral part of its business operations, shall be permitted to sub-license or sublease to third-party wireless telecommunications providers any, all, or a portion of its rights under this Agreement, including but not limited to placement of Attachments within City ROW, without the City's prior written consent. Furthermore, the installation and use of internal space within ExteNet's Attachments for third party wireless providers utilizing ExteNet's Service and/or the use of ExteNet's Attachments by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or overlashing is expressly permitted by this Paragraph 11.3.
- 11.4 Financing Arrangements. City acknowledges that ExteNet may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Equipment (the "Collateral") with third party financing entities. In connection therewith, City (i) consents to the installation of the Collateral consistent with the other terms of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such

Collateral may be removed at any time consistent with the other terms of this Agreement without recourse to legal proceedings.

12. Termination/Removal.

12.1 Termination by ExteNet. ExteNet may terminate this Agreement, at its election and without cause, by providing written notice of termination to City at least one-hundred twenty (120) days prior to the effective date of such termination.

12.2 Termination by either party. Either City or ExteNet may terminate this Agreement for an uncured material breach by the other party. The party asserting a breach must first provide written notice of the existence of a material breach to the breaching party. Such notice shall state the grounds for termination in reasonable detail. The party receiving notice of termination for cause shall have thirty (30) days to cure, or commence and vigorously pursue good faith efforts to cure the alleged material breach if such breach cannot reasonably be cured within 30 days. A notice of termination for cause issued by City shall be issued only after the completion of a public proceeding, during which ExteNet shall have a full opportunity to be heard and to respond to any notice of grounds to terminate.

12.3 Removal. ExteNet shall remove its Equipment or any ExteNet owned Pole Placement or Facility, within ninety (90) days from termination of this Agreement or any respective permit or approval with regard to any specific Attachment within the ROW or at an ExteNet owned Pole Placement or Facility. In the event that ExteNet fails to remove its Equipment or any ExteNet owned Pole Placement or Facility, within such ninety (90) day period, the City shall have the right, upon written notice to ExteNet, to remove all of ExteNet's Attachments or any ExteNet owned Pole Placement or Facility at ExteNet's sole cost.

13. Notices. Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a nationally recognized messenger service or private delivery service providing same or next day delivery, or (b) sent by United States Certified Mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein below. With respect to notification of completion of Make-Ready work (Article 5.6), notice of interference or endangerment (Article 9.2), notice of emergency action (Article 9.3), or such other notice requirements as Pole Owner and Licensee may agree from time to time to treat as follows, notice may first be made by telephone call or e-mail to the person or persons specified below, to be followed within a reasonable time by a confirmation notice in writing as directed above. The parties and the addresses set forth herein below may be changed by any party by giving notice to the other party in accordance with this Section 18.6 to the last person and address specified herein below:

If to Pole Owner,

City of Clarksville
Mayor's Office
One Public Square
Clarksville, TN 37040

With a copy to:

City of Clarksville
City Attorney
One Public Square
Clarksville, TN 37040

If to Licensee,

ExteNet Systems, Inc.
3030 Warrenville Rd
Suite 340
Lisle, IL 60532
ATTN: CFO
(ph) 630-505-3800

With a copy to:

ExteNet Systems, Inc.
3030 Warrenville Rd
Suite 340
Lisle, IL 60532
ATTN: GENERAL COUNSEL
(ph) 630-505-3800

All invoicing to Licensee may be made to the address above "ATTN: Accounts Payable" or electronically to: ap@util.extenetsystems.com

14. Validity and Construction of Agreement

14.1 Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, all of which together shall constitute the same instrument. Execution and delivery may be accomplished by facsimile or other electronic means.

14.2 Severability. If one or more of the provisions in this Agreement are held by an agency or court of competent jurisdiction, in a final, non-appealable order, to be invalid, void, voidable, unenforceable or illegal, such provision shall be deemed severable from the remaining provisions of this Agreement. Such invalid, void, voidable, unenforceable or illegal provision shall not affect the remaining provisions of this Agreement so long as the material purposes of this Agreement can be determined and effected.

14.3 Entire Agreement. This Agreement states the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof, and may not be amended or modified except by a written instrument executed by the parties hereto. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. No waiver of any right or remedy hereunder shall be effective unless and until set forth in a writing delivered to the other party, and a waiver, forbearance or other failure to enforce any right or remedy on any given occasion or under any specified circumstance shall not be construed as, or have the effect of, a waiver of such rights or remedies on any other occasion or under any other circumstances.

14.4 Amendment. This Agreement may be amended only by the Parties hereto by an entrustment in writing signed by or on behalf of each of the parties hereto.

14.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of laws principles.

15. Force Majeure.

No failure by a party to perform its obligations in accordance with this Agreement shall be deemed a material breach or grounds for termination if such failure to perform occurred as a result of circumstances beyond such party's reasonable control as described below. Further, the time for performance of any duties or obligation of City or ExteNet shall be extended for the period during which performance was delayed or impeded due to causes beyond such party's control, including but not limited to strikes, lockouts, labor disputes, supply shortages, utility outages, cable dig-up by third party, civil disorders, actions of governmental authorities, actions of civil or military authority, national emergency, insurrection, riots, war, acts of terrorism, acts of God, fire, floods, epidemics, freight embargoes or other causes beyond the reasonable control of the party required to perform an act, the party shall be excused from performing that act for a period equal to the period of the preventing circumstance or delay. If ExteNet or City claims the existence of a circumstance preventing performance, the party claiming the delay shall notify the other party in writing of that fact within ten (10) days after the beginning of any such circumstance. Economic hardship, misfeasance, or malfeasance of a party's directors, officers, employees, council, officials or agents shall not be considered as a condition beyond the fault or

control of the defaulting party.

16. Confidentiality

Non-public information provided by either party to this Agreement, including network deployment plans and technical and operational details, shall to the extent allowed by law be kept confidential and used only for purposes related to the performance of this Agreement. Both CITY and ExteNet shall take reasonable steps to protect confidential information obtained from the other in connection with performance of this Agreement from public disclosure or unauthorized use.

IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

CITY OF CLARKSVILLE, TN	EXTENET SYSTEMS, INC.
By: _____	By: _____ Daniel L. Timm
Title: _____	Title: Executive Vice-President and CFO
Date: _____	Date: _____

CITY

Telecommunications Attachment and Rights-of-Way Agreement

Exhibit A

Fee Rates

TELECOMMUNICATIONS ATTACHMENT & RIGHT OF WAY ACCESS	
R.O.W. Rental Rates	
Placement of Equipment cabinet on ground space within ROW	\$360.00 per yr., per equipment cabinet
Placement of new, ExteNet Owned Pole, upon which ExteNet will place Equipment in ROW	\$150.00 per yr., per pole
Placement of fiber in ExteNet owned conduit within the ROW	\$0.50 per linear foot of ROW occupied, one-time fee
Attachment/Use Fees	Attachment/Use Fees
Placement of ExteNet Fiber in City Owned Conduit	\$0.50 per linear foot of conduit occupied, one-time fee

EXHIBIT B

INSURANCE REQUIREMENTS

(a) Required Coverage. Licensee shall provide and maintain, and shall require each subcontractor to provide and maintain, in effect so long as all or any portion of the Licensee's improvements shall remain on Pole Owner's property, minimum insurance coverage with carriers satisfactory to Pole Owner including:

1. Workers Compensation insurance with statutory limits, as required by the state in which the Work is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence.
2. Commercial general liability (CGL) insurance (with coverage consistent with ISO Form CG 00 01 12 04) with a limit of not less than one million dollars (\$1,000,000.00) per occurrence and aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent Licensees, personal injury/advertising injury, blanket contractual liability, and products/completed operations for not less than three (3) years from the date of this Agreement.
3. Automobile liability insurance coverage for owned, non-owned, and hired autos with a limit of not less than one million dollars (\$1,000,000.00) per accident.
4. Excess or Umbrella liability insurance coverage with a limit of not less than four million dollars (\$4,000,000.00) per occurrence and aggregate. These limits apply in excess of each of the above-mentioned policies.

The liability limits under 1, 2, 3 and 4 may be met with any combination of primary and Excess or Umbrella Insurance policy limits totaling \$5 million dollars (\$5,000,000).

Insurance coverage provided by Licensee and subcontractor under this Exhibit B shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000.00) unless approved in writing by Pole Owner; any endorsement limiting coverage available to Pole Owner which is otherwise required by this Exhibit B; and any policy or endorsement language that (1) negates coverage to Pole Owner for Pole Owner's own negligence, (2) limits the duty to defend Pole Owner under the policy, (3) permits the recovery of defense costs from any additional insured, or (4) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

1. Be primary and non-contributory to any other insurance carried by Pole Owner;
2. Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
3. Provide for a waiver of all rights of subrogation which Licensee's insurance carrier might exercise against Pole Owner.

Any policies of insurance maintained by Licensee, its contractors, or subcontractors, shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained

by Pole Owner. Licensee may, in lieu of obtaining insurance policies from third parties, furnish the insurance required of it hereunder through a commercially reasonable self-insurance program, subject to the approval of Pole Owner (which approval shall not be unreasonably withheld, conditioned or delayed so long as the demonstrated claims paying ability and financial resources of such program equal or exceed those of insurance companies having Best's Ratings equal to that described above).

Additional Insured Endorsement.

All liability insurance policies shall name Pole Owner, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Pole Owner, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01, and shall maintain the required coverages, naming Pole Owner as an additional insured, for a period of not less than three (3) years from the date of this Agreement.

Evidence of Insurance.

Licensee shall provide evidence of the required insurance coverage and file with Pole Owner a Certificate of Insurance acceptable to Pole Owner prior to commencement of the Work. The Insurance and the insurance policies required by this Exhibit B shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Pole Owner.

Waiver of Subrogation.

Licensee shall waive all rights of subrogation against Pole Owner under those policies procured in accordance with this Agreement.

Ratings.

All insurance coverage shall be provided by insurance companies acceptable to Pole Owner and having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the date of this Agreement).

Upon Licensee's failure to provide and maintain the required insurance, Pole Owner shall have the right, but not the obligation, to purchase the insurance or any part thereof, either with or without including Licensee as insured, and the cost of the insurance shall become due and payable and shall be collectable by the Pole Owner in the same manner as herein provided for the collection of other charges not paid by Licensee Bond or Letter of Credit.

FY 2016 BUDGET AMENDMENTS



GOVERNMENTAL FUNDS
(EXCLUDING COMMUNITY DEVELOPMENT)
Ordinance 103-2015-16

ORDINANCE 103-2015-16

AN ORDINANCE AMENDING THE OPERATING BUDGETS FOR FISCAL YEAR 2016

WHEREAS, Article VII, Section 3(b) of the *Official Charter of the City of Clarksville* provides for the amending of a budget; and

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds shall first be appropriated before being expended and that only funds that are available shall be appropriated.

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

That the estimated revenues and expenditures of the City of Clarksville for the fiscal year 2016 are amended as follows:

Section 1. That the governing body estimates anticipated revenues for its governmental funds from all sources to be as follows in all of the attachments that follow for fiscal year 2016.

Section 2. That the governing body appropriates for 2016 from these anticipated revenues and unexpended and unencumbered funds as follows in all of the attachments that follow.

Section 3. At the end of 2016, the governing body estimates balances as follows in all of the attachments that follow.

Attachment 1 - General Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance, FY 2015, and FY 2016

Description	FY 2015	FY 2016	
	Actual	Budget	Amended
Section 1 - Operating Revenues and Financing Sources			
Taxes	\$ 51,495,794	\$53,153,720	\$ 53,816,831
Intergovernmental Revenues	17,335,075	17,536,704	18,300,563
Licenses and Permits	1,576,198	1,699,794	1,465,340
Charges for Services	2,565,183	2,799,942	2,782,495
Fines and Forfeits	994,034	890,500	859,300
Investment Income	16,145	11,750	12,261
Miscellaneous	574,601	254,250	414,269
Operating Revenues	74,557,030	76,346,660	77,651,059
Other Financing Sources			
Transfer from GWS, in lieu of taxes	3,576,284	3,869,012	3,869,012
Transfer from CDE, in lieu of taxes	4,173,674	4,340,000	4,340,000
Sale of Surplus Property/Compensation for losses	48,712	30,000	92,597
Transfer from Parking Commission	333,529	324,435	322,128
Financing Sources	8,132,199	8,563,447	8,623,737
Total Revenues and Financing Sources	82,689,229	84,910,107	86,274,796

Section 2 - Operating Expenditures			
2.1 Departments and Programs			
Legislative/Administrative	489,965	559,454	543,948
TRC	95,894	-	-
Building Codes/Board of Zoning Appeals	1,833,063	1,983,521	1,956,806
City Court	401,712	426,765	424,507
Finance & Revenue/Parking	1,501,485	1,600,625	1,598,318
Retirement and Pension Benefits/Unemployment Ins.	1,126,675	1,298,480	1,375,718
Fire Department	15,178,464	16,215,347	16,208,483
Garage	970,820	1,065,496	1,006,183
Golf Course-Mason Rudolph	222,893	236,196	234,290
Golf Course-Swan Lake	718,474	751,350	748,171
Human Resources	692,483	722,924	713,834
Legal Department	393,564	449,975	499,720
Information Technology	1,478,561	1,564,994	1,558,441
Internal Audit	303,827	368,044	371,189
Mayor's Office	572,452	585,480	584,136
Municipal Properties	629,643	747,921	694,103
Parks and Recreation/Tree Board	6,677,013	6,775,236	6,672,704
Police Department/Dispatch	26,311,040	28,345,045	27,558,991
Purchasing	122,254	143,067	125,941
Street Department	11,888,589	12,761,678	12,761,673
Crime Stoppers	18,000	18,000	18,000
Human Relations Commission	4,633	6,500	6,500
Total Departments and Programs	71,631,504	76,626,098	75,661,656

2.2 Shared Expenditures w/State and County			
50% Share of State Liquor Taxes Paid to Montg. Co.	356,206	352,500	358,800
Appraisal and Reappraisal of Property-Montg. Co.Trustee	103,090	102,000	112,000
Montgomery County - Pictometry	41,637	55,867	55,867
E-911	54,511	60,000	60,000
GIS	84,000	84,000	84,000
Regional Airport-Operating	218,460	233,722	233,722
Regional Airport-Capital	22,875	250,000	5,953
Regional Planning Commission	287,000	315,700	315,700
Regional Planning Comm. (Metro. Planning Org.)	15,499	16,562	16,562
Two Rivers Company	262,050	-	-
RTA - Commuter Bus Line	-	28,385	28,385
Montgomery County Rail Authority - lighting	399	2,400	800
Aspire Clarksville Foundation	-	12,500	12,500
Transit Alliance	-	2,500	2,500
Pennyrile Area Development District	-	-	-
Total Shared Expenditures w/State and County	1,445,727	1,516,136	1,286,789

2.3 Miscellaneous Agencies			
American Red Cross	9,480	6,000	6,000
Better Choice of Living	-	7,500	7,500
Big Brothers/Big Sisters of Clarksville	5,530	6,000	6,000
Clarksville Area Ministers Technical Assistance Network	3,160	-	-
CMCCAA Old Firehouse Day Shelter	10,665	6,500	6,500
Habitat for Humanity of Montgomery County	2,000	-	-
Humane Society of Clarksville-Montgomery County	10,893	5,000	5,000
LEAP(did not apply FY17)	18,170	22,500	22,500
Manna Café Ministries	21,330	22,500	22,500
Mid-Cumberland	5,926	10,000	10,000
Montgomery Co. Vet Van Transportation Service	1,896	-	-
Roxy Regional Theater	16,590	15,000	15,000
Salvation Army (did not apply FY17)	14,220	10,000	10,000
Serenity House Women's Shelter, Inc.	-	4,000	4,000
United Methodist Urban Ministries Safe House Shelter	15,800	10,000	10,000
Clarkswell	-	-	-
Loaves and Fishes	-	-	-
Radical Mission Inc. – Warm Souls	-	-	-
Soldiers and Families Embrace (SAFE)	-	-	-
Gateway Chamber Orchestra	-	-	-
Total Miscellaneous Agencies	135,660	125,000	125,000

Section 2.4 - Other City Funded Agencies			
Senior Citizens Center	320,212	332,869	332,869
Arts and Heritage Development Council	40,000	40,000	40,000
Customs House Museum: Operating	584,378	613,702	613,702
Museum Capital	179,135	20,000	20,000
Industrial Dev. Board Impact Plan	46,895	52,000	49,271
Economic Development Council	25,000	-	-
Total Other City Funded Agencies	1,195,620	1,058,571	1,055,842
Total Operating Expenditures	74,408,511	79,325,805	78,129,287

Section 2.5 - Other Financing Uses			
Clarksville Transit System-Operating	1,634,183	1,655,258	1,655,258
Clarksville Transit System-Capital	60,700	-	-
Clarksville Transit System-CMAQ	34,375	201,347	201,347
Capital Projects	93,035	-	-
Community & Economic Development/Housing	87,754	-	39,000
Gas, Water, & Sewer and CDE Clearing	(74,675)	-	-
Gas, Water, & Sewer Subsidy	73,422	82,220	102,220
Transfer to Debt Service Fund	6,757,812	7,801,733	7,801,733
Transfer to Special Revenue Funds	(10,479)	14,500	4,449
FEMA Flood Buyouts	-	10,000	-
Total Other Financing Uses	8,656,127	9,765,058	9,804,007

Total Expenditures and Financing Uses	83,064,638	89,090,863	87,933,294
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Section 3 - Change in Fund Balance			
Net Increase (Decrease) from Operations	(375,409)	(4,180,756)	(1,658,498)
Expenditures related to Encumbrances	-	-	-
Beginning Fund Balance	25,812,705	24,112,546	25,437,296
Ending Fund Balance	\$25,437,296	\$19,931,790	\$ 23,778,798

Attachment 2 - Debt Service Fund Summary of Revenues, Financing Sources, Expenditures,
Financing Uses and Changes in Fund Balance FY 2015, and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 1. Operating Revenues and Financing Sources			
Transfer From General Fund	\$ 6,757,812	\$ 7,801,733	\$ 7,801,733
Payments by Others on Self-Supporting Debt (E-911)	353,213	357,100	357,100
Bond Proceeds - Refunding Series 2006 Taxable Bonds	-	-	2,188,000
Premiums of Bonds	-	-	34,512
Transfer In From Capital Improvements Fund	2,044,495	2,179,995	2,179,995
Total Revenues and Financing Sources	9,155,520	10,338,828	12,561,340

Attachment 2 - Debt Service Fund Summary of Revenues, Financing Sources, Expenditures,
Financing Uses and Changes in Fund Balance FY 2015, and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 2. Expenditures and Financing Uses			
Debt Service of General Government	7,111,073	7,801,733	7,801,733
Debt Service Paid by Others on Self-Supporting Debt (E-911)	353,213	357,100	357,100
Debt Service-Paid by CPRD	2,044,495	2,179,995	2,179,995
Refunding Payment - Series 2006 Taxable Bonds	-	-	2,188,000
Other Expenditures	1,600	2,000	24,750
Total Expenditures and Financing Uses	9,510,381	10,340,828	9,516,050 12,551,578

Attachment 2 - Debt Service Fund Summary of Revenues, Financing Sources, Expenditures,
Financing Uses and Changes in Fund Balance FY 2015, and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease)	(354.861)	(2.000)	9.762
Beginning Fund Equity	764.910	405.145	410.049
Reserve of Fund Equity for guarantee of interest payment from CDE Broadband to CDE Electric	\$ -	\$ 14.305	\$ 14,305
Total Ending Fund Equity of Debt Service Fund	\$ 410.049	\$ 388.840	\$ 405.506

Attachment 3 - Drug Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 1 - Operating Revenues and Financing Sources			
Fines and Forfeitures	\$ 163,083	\$ 151,374	\$ 151,374
Other Revenues	-	-	-
Transfers from General Fund	-	-	-
Total Revenues and Other Financing Sources	163,083	151,374	151,374

Attachment 3 - Drug Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 2. Expenditures and Financing Uses			
Drug Enforcement Buy Money, Drug Enforcement Other Expenditures, and Other Eligible Drug Enforcement Expenditures and Transfers Out	209,578	601,144	588,644
Total Expenditures and Other Financing Uses	209,578	601,144	588,644

Attachment 3 - Drug Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease)	(46,495)	(449,770)	(437,270)
Beginning Fund Balance	651,427	504,568	604,932
Ending Fund Balance of Drug Fund	\$ 604,932	\$ 54,798	\$ 167,662

Attachment 3 - Parks Special Revenue Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 1 - Operating Revenues and Financing Sources			
Program Revenues	166,866	183,900	156,168
Federal Grants	103,486	108,750	95,899
State Grants	1,609	-	1,720
Contributions	75,950	83,850	53,350
Total Revenues and Financing Sources	347,911	376,500	307,137

Attachment 3 - Parks Special Revenue Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015 and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 2. Expenditures and Financing Uses			
Salaries and Benefits	22,479	19,934	20,921
Operating Expenditures	254,025	388,985	324,963
Capital Outlay	71,864	-	-
Total Expenditures and Financing Uses	348,368	408,919	345,884

Attachment 3 - Parks Special Revenue Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015 and FY 2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease)	(457)	(32,419)	(38,747)
Beginning Fund Balance	298,181	332,870	297,724
Ending Fund Balance of Parks Special Revenue Fund	\$ 297,724	\$ 300,451	\$ 258,977

Attachment 3 - Police Special Revenue Fund Summary of Revenues, Financing Sources,
Expenditures, Financing Uses and Changes in Fund Balance FY 2015 and FY 2016

Description	FY 2015	FY 2016	
	Actual	Budget	Amended
Section 1. Operating Revenues and Financing Sources			
Police Dept. Donations	324	400	3,284
Police Dept. Donations-Youth Coalition	1,100	500	1,000
Police Dept. Donations-Chaplain	2,410	10,000	6,641
Federal Seized Money-shared+interest Multiple Violation Transfer in from GenFund PD052	2,732 -	-	26,261 2,234
BURN/JAG -New Providence Area TCCR BURN/JAG New Providence Area TCCR Transfer In	46,298 -	-	-
Traffic School	89,900	60,000	57,425
2012 Bullet Proof Vest Grant PD057 2012 Bullet Proof Vest GenFund Transfer in PD057	- -	14,500 14,500	-
2013 Impaired Driver Grant GHSO PD058 2013 Impaired Driver Grant GHSO Transfer In PD058	80,181 501	-	-
2013 JAG Grant PD059	23,766	-	-
2014 JAG Grant PD061	36,591	27,143	27,143
2015 Impaired Driver PD062 2015 Impaired Driver PD062-GenFund Transfer In	168,459 -	59,025 -	49,289 168
Electronic Ticket Revenue - Police	12,764	57,360	54,200
Electronic Ticket Revenue - Courts	3,191	14,340	13,550
2016 Impaired Driver PD064	-	216,885	50,000
2015 JAG PD065 2016 GHSO Grant PD066	- -	60,734 -	48,130 -
Total Revenues and Financing Sources	468,217	535,387	341,372

Attachment 3 - Police Special Revenue Fund Summary of Revenues, Financing Sources,
Expenditures, Financing Uses and Changes in Fund Balance FY 2015 and FY 2016

Description	FY 2015	FY 2016	
	Actual	Budget	Amended
Section 2. Expenditures and Financing Uses			
Federal Seized Money Expenditures	5,363	2,191	2,191
Other Supplies	556	324	3,324
Traffic School	13,480	165,901	16,194
2012 Bullet Proof PD057	-	29,000	-
BURN/JAG -New Providence Area TCCR	48,345	-	-
Youth Coalition - YC	3,650	500	-
2013 Impaired Driver Grant GHSO PD058	41,624	-	-
2013 JAG Grant PD059	23,766	-	-
2014 JAG Grant PD061	36,591	27,143	27,143
2015 Impaired Driver PD062	168,433	59,025	49,483
Chaplain	938	10,000	7,943
2016 Impaired Driver PD064	-	216,885	50,000
2015 JAG PD065	-	60,734	48,130
Electronic Ticket Revenue - Police	-	70,164	33,774
Electronic Ticket Revenue - Courts	-	17,541	2,060
2016 GHSO Grant PD066	-	-	-
Total Expenditures and Financing Uses	342,746	659,408	240,242

Attachment 3 - Police Special Revenue Fund Summary of Revenues, Financing Sources,
Expenditures, Financing Uses and Changes in Fund Balance FY 2015 and FY 2016

Description	FY 2015	FY 2016	
	Actual	Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease)	125,471	(124,021)	101,130
Beginning Fund Equity	8,430	124,021	133,901
Total Ending Fund Equity of Police Special Revenue Fund	\$ 133,901	\$ -	\$ 235,031

Attachment 3 - Capital Projects Revenue District Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund

Balance FY 2015 and FY 2016

Description	FY 2015 Actual	FY 2016	FY 2016
		Budget	Amended
Section 1 - Operating Revenues and Operating Transfers From Other Funds			
Local Taxes	\$ 2,000,000	\$ 1,650,000	\$ 1,650,000
Operating Revenues	2,000,000	1,650,000	1,650,000

Attachment 3 - Capital Projects Revenue District Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund

Balance FY 2015 and FY 2016

Description	FY 2015 Actual	FY 2016	FY 2016
		Budget	Amended
Section 2 - Expenditures and Operating Transfers Out to Other Funds			
Transfer to Capital Projects Fund	-	-	-
Transfer to Debt Service Fund	2,044,495	2,179,995	2,179,995
Other Financing Uses	-	-	-
Expenditures and Financing Uses	2,044,495	2,179,995	2,179,995

Attachment 3 - Capital Projects Revenue District Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund

Balance FY 2015 and FY 2016

Description	FY 2015 Actual	FY 2016	FY 2016
		Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease) of Revenues and Financing Sources Over Expenditures and Financing Uses	(44,495)	(529,995)	(529,995)
Beginning Fund Balance	591,762	546,502	547,267
Ending Fund Balance	\$ 547,267	\$ 16,507	\$ 17,272

Attachment 3 - Traffic Camera - Police Special Revenue Fund Summary of Revenues,
Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 1. Operating Revenues and Financing Sources			
Revenues and Financing Sources			
Fines and Fees	344,066	324,660	338,787
Miscellaneous Revenue	-	-	-
Transfers in From Other Funds	-	-	-
Total Revenues and Financing Sources	344,066	324,660	338,787

Attachment 3 - Traffic Camera - Police Special Revenue Fund Summary of Revenues,
Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 2. Expenditures and Financing Uses			
Expenditures and Financing Uses			
Operating Expenditures	205,806	172,356	178,377
Property Purchases	52,074	275,125	-
Interfund Transfer Out	-	-	-
Total Expenditures and Financing Uses	280,259	271,873	271,873

Attachment 3 - Traffic Camera - Police Special Revenue Fund Summary of Revenues,
Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease)	86,186	(122,821)	160,410
Beginning Fund Balance	47,741	122,821	133,927
Total Ending Fund Balance	\$ 133,927	\$ -	\$ 294,337

Attachment 3 - Traffic Camera - Parks Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 1. Operating Revenues and Financing Sources			
Revenues and Financing Sources			
Fines and Fees	147,457	144,000	144,000
Transfers in From Other Funds	-	-	-
Total Revenues and Financing Sources	147,457	144,000	144,000

Attachment 3 - Traffic Camera - Parks Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 2. Expenditures and Financing Uses			
Expenditures and Financing Uses			
Operating Expenditures	86,559	174,000	133,000
Transfer Out to Other Funds	-	-	10,000
Total Expenditures and Financing Uses	86,559	174,000	143,000

Attachment 3 - Traffic Camera - Parks Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease)	60,898	(30,000)	1,000
Beginning Fund Balance	75,270	125,672	136,168
Total Ending Fund Balance	\$ 136,168	\$ 95,672	\$ 137,168

Attachment 3 - Road Improvements Fund Summary of Revenues, Financing
Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 1. Operating Revenues and Financing Sources			
Local Sales Taxes	122,873	670,000	720,425
Total Revenues and Financing Sources	122,873	670,000	720,425

Attachment 3 - Road Improvements Fund Summary of Revenues, Financing
Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 2. Expenditures and Financing Uses			
Operating Expenditures	-	670,000	-
Total Expenditures and Financing Uses	-	670,000	-

Attachment 3 - Road Improvements Fund Summary of Revenues, Financing
Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015 and FY2016

Description	FY 2015 Actual	FY 2016	
		Budget	Amended
Section 3 - Change in Fund Balance			
Net Increase (Decrease)	122,873	-	720,425
Beginning Fund Balance	-	122,873	122,873
Total Ending Fund Balance	\$ 122,873	\$ 122,873	\$ 843,298

Section 4. This ordinance shall take effect immediately upon passage, the public welfare requiring it.

Mayor

ATTEST:

City Clerk

FIRST READING: June 14, 2016
SECOND READING:
EFFECTIVE DATE:

FY 2017 BUDGET



GOVERNMENTAL FUNDS
(EXCLUDING COMMUNITY DEVELOPMENT)
Ordinance 104-2015-16

ORDINANCE 104-2015-16

AN ORDINANCE ADOPTING THE OPERATING BUDGET FOR FISCAL YEAR 2017 FOR THE GOVERNMENTAL FUNDS AND ADOPTING THE TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017

WHEREAS, Article VII, Section 3 of the official charter of the City of Clarksville provides for the approval and adoption of a budget; and

WHEREAS, Tennessee Code Annotated Title 9 Chapter 1 Section 116 requires that all funds shall first be appropriated before being expended and that only funds that are available shall be appropriated, and

WHEREAS, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

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

That the estimated revenues and expenditures of the City of Clarksville for the fiscal year 2017 are approved as follows:

Section 1. That the governing body estimates anticipated revenues for its governmental funds from all sources to be as follows in all of the attachments that follow.

Section 2. That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows in all of the attachments that follow.

Section 3. At the end of the current fiscal year, the governing body estimates balances as follows in all of the attachments that follow.

Attachment 1 - General Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance, FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY2017 Proposed
		Budget	Amended	
Section 1 - Operating Revenues and Financing Sources				
Taxes	\$ 51,495,794	\$53,153,720	\$ 53,816,831	\$ 55,070,060
Intergovernmental Revenues	17,335,075	17,536,704	18,300,563	19,996,477
Licenses and Permits	1,576,198	1,699,794	1,465,340	1,563,370
Charges for Services	2,565,183	2,799,942	2,782,495	2,678,692
Fines and Forfeits	994,034	890,500	859,300	877,700
Investment Income	16,145	11,750	12,261	12,500
Miscellaneous	574,601	254,250	414,269	384,000
Operating Revenues	74,557,030	76,346,660	77,651,059	80,582,799
Other Financing Sources				
Transfer from GWS, in lieu of taxes	3,576,284	3,869,012	3,869,012	3,762,841
Transfer from CDE, in lieu of taxes	4,173,674	4,340,000	4,340,000	4,572,500
Sale of Surplus Property/Compensation for losses	48,712	30,000	92,597	50,000
Transfer from Parking Commission	333,529	324,435	322,128	331,019
Financing Sources	8,132,199	8,563,447	8,623,737	8,716,360
Total Revenues and Financing Sources	82,689,229	84,910,107	86,274,796	89,299,159

Section 2 - Operating Expenditures				
2.1 Departments and Programs				
Legislative/Administrative	489,965	559,454	543,948	581,553
TRC	95,894	-	-	-
Building Codes/Board of Zoning Appeals	1,833,063	1,983,521	1,956,806	2,043,929
City Court	401,712	426,765	424,507	470,117
Finance & Revenue/Parking	1,501,485	1,600,625	1,598,318	1,670,046
Retirement and Pension Benefits/Unemployment Ins.	1,126,675	1,298,480	1,375,718	1,383,708
Fire Department	15,178,464	16,215,347	16,208,483	18,128,130
Garage	970,820	1,065,496	1,006,183	1,120,626
Golf Course-Mason Rudolph	222,893	236,196	234,290	239,035
Golf Course-Swan Lake	718,474	751,350	748,171	836,966
Human Resources	692,483	722,924	713,834	953,430
Legal Department	393,564	449,975	499,720	568,714
Information Technology	1,478,561	1,564,994	1,558,441	1,653,514
Internal Audit	303,827	368,044	371,189	380,981
Mayor's Office	572,452	585,480	584,136	506,609
Municipal Properties	629,643	747,921	694,103	763,697
Parks and Recreation/Tree Board	6,677,013	6,775,236	6,672,704	7,026,909
Police Department/Dispatch	26,311,040	28,345,045	27,558,991	28,708,598
Purchasing	122,254	143,067	125,941	131,419
Street Department	11,888,589	12,761,678	12,761,673	13,314,230
Crime Stoppers	18,000	18,000	18,000	25,839
Human Relations Commission	4,633	6,500	6,500	6,800
Total Departments and Programs	71,631,504	76,626,098	75,661,656	80,514,850

2.2 Shared Expenditures w/State and County				
50% Share of State Liquor Taxes Paid to Montg. Co.	356,206	352,500	358,800	355,000
Appraisal and Reappraisal of Property-Montg. Co.Trustee	103,090	102,000	112,000	150,000
Montgomery County - Pictometry	41,637	55,867	55,867	48,450
E-911	54,511	60,000	60,000	60,000
GIS	84,000	84,000	84,000	84,000
Regional Airport-Operating	218,460	233,722	233,722	275,000
Regional Airport-Capital	22,875	250,000	5,953	289,000
Regional Planning Commission	287,000	315,700	315,700	315,700
Regional Planning Comm. (Metro. Planning Org.)	15,499	16,562	16,562	12,308
Two Rivers Company	262,050	-	-	-
RTA - Commuter Bus Line	-	28,385	28,385	75,489
Montgomery County Rail Authority - lighting	399	2,400	800	800
Aspire Clarksville Foundation	-	12,500	12,500	-
Transit Alliance	-	2,500	2,500	2,500
Pennyrile Area Development District	-	-	-	5,464
Total Shared Expenditures w/State and County	1,445,727	1,516,136	1,286,789	1,673,711

2.3 Miscellaneous Agencies				
American Red Cross	9,480	6,000	6,000	7,000
Better Choice of Living	-	7,500	7,500	4,000
Big Brothers/Big Sisters of Clarksville	5,530	6,000	6,000	10,000
Clarksville Area Ministers Technical Assistance Network	3,160	-	-	-
CMCCAA Old Firehouse Day Shelter	10,665	6,500	6,500	-
Habitat for Humanity of Montgomery County	2,000	-	-	-
Humane Society of Clarksville-Montgomery County	10,893	5,000	5,000	10,000
LEAP(did not apply FY17)	18,170	22,500	22,500	-
Manna Café Ministries	21,330	22,500	22,500	10,000
Mid-Cumberland	5,926	10,000	10,000	18,500
Montgomery Co. Vet Van Transportation Service	1,896	-	-	-
Roxy Regional Theater	16,590	15,000	15,000	-
Salvation Army (did not apply FY17)	14,220	10,000	10,000	-
Serenity House Women's Shelter, Inc.	-	4,000	4,000	-
United Methodist Urban Ministries Safe House Shelter	15,800	10,000	10,000	10,000
Clarkswell	-	-	-	5,000
Loaves and Fishes	-	-	-	10,000
Radical Mission Inc. – Warm Souls	-	-	-	4,000
Soldiers and Families Embrace (SAFE)	-	-	-	10,000
Gateway Chamber Orchestra	-	-	-	5,000
Total Miscellaneous Agencies	135,660	125,000	125,000	103,500

Section 2.4 - Other City Funded Agencies				
Senior Citizens Center	320,212	332,869	332,869	347,815
Arts and Heritage Development Council	40,000	40,000	40,000	40,000
Customs House Museum: Operating	584,378	613,702	613,702	621,501
Museum Capital	179,135	20,000	20,000	200,000
Industrial Dev. Board Impact Plan	46,895	52,000	49,271	53,000
Economic Development Council	25,000	-	-	-
Total Other City Funded Agencies	1,195,620	1,058,571	1,055,842	1,262,316
Total Operating Expenditures	74,408,511	79,325,805	78,129,287	83,554,377

Section 2.5 - Other Financing Uses				
Clarksville Transit System-Operating	1,634,183	1,655,258	1,655,258	1,718,499
Clarksville Transit System-Capital	60,700	-	-	547,095
Clarksville Transit System-CMAQ	34,375	201,347	201,347	-
Capital Projects	93,035	-	-	-
Community & Economic Development/Housing	87,754	-	39,000	104,539
Gas, Water, & Sewer and CDE Clearing	(74,675)	-	-	-
Gas, Water, & Sewer Subsidy	73,422	82,220	102,220	140,000
Transfer to Debt Service Fund	6,757,812	7,801,733	7,801,733	8,030,870
Transfer to Special Revenue Funds	(10,479)	14,500	4,449	-
FEMA Flood Buyouts	-	10,000	-	-
Total Other Financing Uses	8,656,127	9,765,058	9,804,007	10,541,003

Total Expenditures and Financing Uses	83,064,638	89,090,863	87,933,294	94,095,380
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Section 3 - Change in Fund Balance				
Net Increase (Decrease) from Operations	(375,409)	(4,180,756)	(1,658,498)	(4,796,221)
Expenditures related to Encumbrances	-	-	-	-
Beginning Fund Balance	25,812,705	24,112,546	25,437,296	23,778,798
Ending Fund Balance	\$ 25,437,296	\$19,931,790	\$ 23,778,798	\$ 18,982,577

Attachment 2 - Debt Service Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 1. Operating Revenues and Financing Sources				
Transfer From General Fund	\$ 6,757,812	\$ 7,801,733	\$ 7,801,733	\$ 8,030,870
Payments by Others on Self-Supporting Debt (E-911)	353,213	357,100	357,100	355,700
Bond Proceeds - Refunding Series 2006 Taxable Bonds	-	-	2,188,000	-
Premiums of Bonds	-	-	34,512	-
Transfer In From Capital Improvements Fund	2,044,495	2,179,995	2,179,995	2,411,651
Total Revenues and Financing Sources	9,155,520	10,338,828	12,561,340	10,798,221

Attachment 2 - Debt Service Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 2. Expenditures and Financing Uses				
Debt Service of General Government	7,111,073	7,801,733	7,801,733	8,030,870
Debt Service Paid by Others on Self-Supporting Debt (E-911)	353,213	357,100	357,100	355,700
Debt Service-Paid by CPRD	2,044,495	2,179,995	2,179,995	2,411,651
Refunding Payment - Series 2006 Taxable Bonds	-	-	2,188,000	-
Other Expenditures	1,600	2,000	24,750	2,000
Total Expenditures and Financing Uses	9,510,381	10,340,828	9,516,050	10,800,221

Attachment 2 - Debt Service Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	(354.861)	(2.000)	9.762	(2,000)
Beginning Fund Equity	764.910	405.145	410.049	419.811
Reserve of Fund Equity for guarantee of interest payment from CDE Broadband to CDE Electric	\$ -	\$ 14.305	\$ 14,305	\$ 14,305
Total Ending Fund Equity of Debt Service Fund	\$ 410.049	\$ 388.840	\$ 405.506	\$ 403.506

Attachment 3 - Drug Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 1 - Operating Revenues and Financing Sources				
Fines and Forfeitures	\$ 163,083	\$ 151,374	\$ 151,374	\$ 331,792
Other Revenues	-	-	-	-
Transfers from General Fund	-	-	-	-
Total Revenues and Other Financing Sources	163,083	151,374	151,374	331,792

Attachment 3 - Drug Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 2. Expenditures and Financing Uses				
Drug Enforcement Buy Money, Drug Enforcement Other Expenditures, and Other Eligible Drug Enforcement Expenditures and Transfers Out	209,578	601,144	588,644	268,010
Total Expenditures and Other Financing Uses	209,578	601,144	588,644	268,010

Attachment 3 - Drug Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	(46,495)	(449,770)	(437,270)	63,782
Beginning Fund Balance	651,427	504,568	604,932	167,662
Ending Fund Balance of Drug Fund	\$ 604,932	\$ 54,798	\$ 167,662	\$ 231,444

Attachment 3 - Parks Special Revenue Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 1 - Operating Revenues and Financing Sources				
Program Revenues	\$ 166,866	183,900	156,168	176,148
Federal Grants	103,486	108,750	95,899	100,712
State Grants	1,609	-	1,720	-
Contributions	75,950	83,850	53,350	58,505
Total Revenues and Financing Sources	347,911	376,500	307,137	335,365

Attachment 3 - Parks Special Revenue Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 2. Expenditures and Financing Uses				
Salaries and Benefits	22,479	19,934	20,921	19,978
Operating Expenditures	254,025	388,985	324,963	346,353
Capital Outlay	71,864	-	-	60,000
Total Expenditures and Financing Uses	348,368	408,919	345,884	426,331

Attachment 3 - Parks Special Revenue Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	(457)	(32,419)	(38,747)	(90,966)
Beginning Fund Balance	298,181	332,870	297,724	258,977
Ending Fund Balance of Parks Special Revenue Fund	\$ 297,724	\$ 300,451	\$ 258,977	\$ 168,011

Attachment 3 - Police Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 1. Operating Revenues and Financing Sources				
Police Dept. Donations	324	400	3,284	500
Police Dept. Donations-Youth Coalition	1,100	500	1,000	500
Police Dept. Donations-Chaplain	2,410	10,000	6,641	10,000
Federal Seized Money-shared+interest	2,732	-	26,261	-
Multiple Violation Transfer in from GenFund PD052	-	-	2,234	-
BURN/JAG -New Providence Area TCCR	46,298	-	-	-
BURN/JAG New Providence Area TCCR Transfer In	-	-	2,047	-
Traffic School	89,900	60,000	57,425	57,600
2012 Bullet Proof Vest Grant PD057	-	14,500	-	-
2012 Bullet Proof Vest GenFund Transfer in PD057	-	14,500	-	-
2013 Impaired Driver Grant GHSO PD058	80,181	-	-	-
2013 Impaired Driver Grant GHSO Transfer In PD058	501	-	-	-
2013 JAG Grant PD059	23,766	-	-	-
2014 JAG Grant PD061	36,591	27,143	27,143	-
2015 Impaired Driver PD062	168,459	59,025	49,289	-
2015 Impaired Driver PD062-GenFund Transfer In	-	-	168	-
Electronic Ticket Revenue - Police	12,764	57,360	54,200	50,784
Electronic Ticket Revenue - Courts	3,191	14,340	13,550	12,696
2016 Impaired Driver PD064	-	216,885	50,000	25,000
2015 JAG PD065	-	60,734	48,130	8,196
2016 GHSO Grant PD066	-	-	-	75,000
2016 JAG PD067	-	-	-	62,196
Total Revenues and Financing Sources	468,217	535,387	341,372	302,472

Attachment 3 - Police Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 2. Expenditures and Financing Uses				
Federal Seized Money Expenditures	5,363	2,191	2,191	27,914
Other Supplies	556	324	3,324	284
Traffic School	13,480	165,901	16,194	212,548
2012 Bullet Proof PD057	-	29,000	-	-
BURN/JAG -New Providence Area TCCR	48,345	-	-	-
Youth Coalition - YC	3,650	500	-	1,521
2013 Impaired Driver Grant GHSO PD058	41,624	-	-	-
2013 JAG Grant PD059	23,766	-	-	-
2014 JAG Grant PD061	36,591	27,143	27,143	-
2015 Impaired Driver PD062	168,433	59,025	49,483	-
Chaplain	938	10,000	7,943	11,903
2016 Impaired Driver PD064	-	216,885	50,000	25,000
2015 JAG PD065	-	60,734	48,130	8,196
Electronic Ticket Revenue - Police	-	70,164	33,774	83,974
Electronic Ticket Revenue - Courts	-	17,541	2,060	27,377
2016 GHSO Grant PD066	-	-	-	75,000
2016 JAG PD067	-	-	-	62,196
Total Expenditures and Financing Uses	342,746	659,408	240,242	535,913

Attachment 3 - Police Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	125,471	(124,021)	101,130	(233,441)
Beginning Fund Equity	8,430	124,021	133,901	235,031
Total Ending Fund Equity of Police Special Revenue Fund	\$ 133,901	\$ -	\$ 235,031	\$ 1,590

Attachment 3 - Capital Projects Revenue District Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016	FY 2016	FY 2017 Proposed
		Budget	Amended	
Section 1 - Operating Revenues and Operating Transfers From Other Funds				
Local Taxes	\$ 2,000,000	\$ 1,650,000	\$ 1,650,000	\$ 2,450,000
Operating Revenues	2,000,000	1,650,000	1,650,000	2,450,000

Attachment 3 - Capital Projects Revenue District Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016	FY 2016	FY 2017 Proposed
		Budget	Amended	
Section 2 - Expenditures and Operating Transfers Out to Other Funds				
Transfer to Capital Projects Fund	-	-	-	-
Transfer to Debt Service Fund	2,044,495	2,179,995	2,179,995	2,411,651
Other Financing Uses	-	-	-	-
Expenditures and Financing Uses	2,044,495	2,179,995	2,179,995	2,411,651

Attachment 3 - Capital Projects Revenue District Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016	FY 2016	FY 2017 Proposed
		Budget	Amended	
Section 3 - Change in Fund Balance				
Net Increase (Decrease) of Revenues and Financing Sources Over Expenditures and Financing Uses	(44,495)	(529,995)	(529,995)	38,349
Beginning Fund Balance	591,762	546,502	547,267	17,272
Ending Fund Balance	\$ 547,267	\$ 16,507	\$ 17,272	\$ 55,621

Attachment 3 - Traffic Camera - Police Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 1. Operating Revenues and Financing Sources				
Revenues and Financing Sources				
Fines and Fees	344,066	324,660	338,787	317,520
Miscellaneous Revenue	-	-	-	-
Transfers in From Other Funds	-	-	-	-
Total Revenues and Financing Sources	344,066	324,660	338,787	317,520

Attachment 3 - Traffic Camera - Police Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 2. Expenditures and Financing Uses				
Expenditures and Financing Uses				
Operating Expenditures	205,806	172,356	178,377	451,748
Property Purchases	52,074	275,125	-	160,109
Interfund Transfer Out	-	-	-	-
Total Expenditures and Financing Uses	280,259	271,873	271,873	447,481

Attachment 3 - Traffic Camera - Police Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015	FY 2016		FY 2017
	Actual	Budget	Amended	Proposed
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	86,186	(122,821)	160,410	(294,337)
Beginning Fund Balance	47,741	122,821	133,927	294,337
Total Ending Fund Balance	\$ 133,927	\$ -	\$ 294,337	\$ -

Attachment 3 - Traffic Camera - Parks Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 1. Operating Revenues and Financing Sources				
Revenues and Financing Sources				
Fines and Fees	147,457	144,000	144,000	144,000
Transfers in From Other Funds	-	-	-	-
Total Revenues and Financing Sources	147,457	144,000	144,000	144,000

Attachment 3 - Traffic Camera - Parks Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 2. Expenditures and Financing Uses				
Expenditures and Financing Uses				
Operating Expenditures	86,559	174,000	133,000	243,000
Transfer Out to Other Funds	-	-	10,000	-
Total Expenditures and Financing Uses	86,559	174,000	143,000	243,000

Attachment 3 - Traffic Camera - Parks Special Revenue Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	60,898	(30,000)	1,000	(99,000)
Beginning Fund Balance	75,270	125,672	136,168	137,168
Total Ending Fund Balance	\$ 136,168	\$ 95,672	\$ 137,168	\$ 38,168

Attachment 3 - Road Improvements Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 1. Operating Revenues and Financing Sources				
Local Sales Taxes	122,873	670,000	720,425	742,038
Total Revenues and Financing Sources	122,873	670,000	720,425	742,038

Attachment 3 - Road Improvements Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 2. Expenditures and Financing Uses				
Operating Expenditures	-	670,000	-	1,585,336
Total Expenditures and Financing Uses	-	670,000	-	1,585,336

Attachment 3 - Road Improvements Fund Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance
FY2015, FY2016, and FY2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	122,873	-	720,425	(843,298)
Beginning Fund Balance	-	122,873	122,873	843,298
Total Ending Fund Balance	\$ 122,873	\$ 122,873	\$ 843,298	\$ -

Special Revenue Funds
Fiscal Year 2016

Attachment 3 - Clarksville Roadscapes-Phase I (ST004) Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 1. Operating Revenues and Financing Sources				
Federal Grant	13,093	-	-	-
Transfer in From General Fund	(8,183)	-	-	-
Total Revenues and Financing Sources	4,910	-	-	-

Attachment 3 - Clarksville Roadscapes-Phase I (ST004) Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 2. Expenditures and Financing Uses				
Operating Expenditures	16,367	-	-	-
Total Expenditures and Financing Uses	16,367	-	-	-

Attachment 3 - Clarksville Roadscapes-Phase I (ST004) Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	
Section 3 - Change in Fund Balance				
Net Increase (Decrease)	(11,457)	-	-	-
Beginning Fund Balance	11,457	-	-	-
Ending Fund Balance	-	-	-	-

Attachment 3 - Clarksville Roadscapes-2008 (ST009)Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	

Section 1. Operating Revenues and Financing Sources				
Federal Grant	45,185	-	-	-
Transfer in From General Fund	(2,797)	-	-	-
Total Revenues and Financing Sources	42,388	-	-	-

Attachment 3 - Clarksville Roadscapes-2008 (ST009)Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	

Section 2. Expenditures and Financing Uses				
Operating Expenditures	55,467	-	-	-
Total Expenditures and Financing Uses	55,467	-	-	-

Attachment 3 - Clarksville Roadscapes-2008 (ST009)Summary of Revenues, Financing Sources, Expenditures, Financing Uses and Changes in Fund Balance FY 2015, FY 2016, and FY 2017

Description	FY 2015 Actual	FY 2016		FY 2017 Proposed
		Budget	Amended	

Section 3 - Change in Fund Balance				
Net Increase (Decrease)	(13,079)	-	-	-
Beginning Fund Balance	13,079	-	-	-
Ending Fund Balance	-	-	-	-

Ending Fund Balance – Cumulative	-	-	-	-
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Section 4. That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Redemption	Interest Requirements	Debt Authorized and Unissued
Bonds	62,256,000	2,145,270	-
Notes	45,396,000	1,053,951	-
Other Debt	-	-	-

Section 5. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by Article VII, Section 3 of the Clarksville City Charter. Amendments to the adopted budget ordinance may be approved by ordinance at any time during the fiscal year by the affirmative vote of a majority of the council on two separate readings.

Section 6. Tax Rate. The City of Clarksville’s fiscal year 2017 (tax year 2016) tax rate for real and personal property shall be ONE DOLLAR AND TWENTY-NINE CENTS (\$1.29) per each ONE HUNDRED DOLLARS (\$100) OF ASSESSED VALUE.

Section 7. Payments to Tennessee Consolidated Retirement System. For the fiscal year 2017, the City of Clarksville’s rate of funding to the Tennessee Consolidated Retirement System (TCRS) will be 17.33% of covered salaries and wages for public safety employees and 13.83% for all others.

Section 8. Other Post Employment Benefits. The City recognizes that under the provisions of Governmental Accounting Standards Board (GASB) Statement 45 that it has an obligation for “Other Post Employment Benefits” (“OPEB”). In FY 2017, the City’s governmental funds will continue on a pay-as-you-go basis. Nothing in this section shall prevent any proprietary fund, agency, or component unit of the city from funding its OPEB obligations under the provisions of GASB 45 in FY 2017.

Section 9. In Lieu of Taxes, Clarksville Department of Electricity and Clarksville Department of Gas, Water & Sewer. The City has budgeted to collect the maximum in lieu of tax payment permitted by the Tennessee Code Annotated from the Clarksville Department of Gas, Water & Sewer and CDE Lightband and accounts for these payments in the general fund as operating revenues.

Section 10. Payments to Montgomery County – In Lieu of Taxes. Under the provisions of the Tennessee Code Annotated, 22.5% of the in lieu of tax payment actually paid to the city by the Clarksville Department of Electricity to the City of Clarksville's general government must be paid over to Montgomery County. The amount of the appropriation to be paid over to Montgomery County contained within this appropriating ordinance is based on an estimated annual in lieu of tax payment included in the financing sources of the city. The Chief Financial Officer is authorized to comply with the legal requirement that provides for the actual payment of 22.5% of the in-lieu-of-tax paid to the city to be paid to Montgomery County irrespective of the appropriation contained within this ordinance.

Section 11. Payments to Montgomery County – Share of State Liquor Taxes. Under the provisions of the Tennessee Code Annotated, 50% of the state liquor taxes paid to the City of Clarksville by the State of Tennessee must be paid over to Montgomery County for the purpose of funding education. The amount of the appropriation to be paid over to Montgomery County contained within this appropriating ordinance is based on an annual revenue estimate of the state shared revenue for the liquor tax. The Chief Financial Officer is authorized to comply with the legal requirement to pay over to Montgomery County 50% of the state liquor taxes received by the city irrespective of the appropriation contained within this ordinance.

Section 12. A departmental budget and the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees authorized by fund will be attached and become a part of this ordinance.

Section 13. Policy for Funding of Miscellaneous Agencies

1. Per State Law:

- a. Organization must be a 501-c-3, 501-c-4, or 501-c-6 with documentation provided from the Internal Revenue Service.
- b. Organization provides year-round services benefitting the general welfare of the city's residents.
- c. Organization files a copy of an annual audit of its business affairs and related transactions
- d. Organization supplies a mission statement proposing the use of the funds requested from the city.

2. Additional City of Clarksville requirements:

- a. Funding may be withheld at the discretion of the Finance department until all State requirements are met and kept current.
- b. The organization must agree to allow access to the financial records and other records that the City may request to review to ascertain that the funds provided by the City are used for the purposes now being requested.
- c. The organization must agree the funds will only be used for the purposes stated and approved.
- d. Any proposed significant changes during the fiscal year to the budget presented to the Miscellaneous Agency Committee requesting funding based on providing a specific service or program must be submitted to and approved by the entire Council.
- e. The organization is required to submit receipts/documentation as support how City funds were spent prior to receiving disbursement of funds.
- f. Organizations shall submit quarterly financial reports no later than 45 days after the end of the quarters ending September, December, March and June of each year.
- g. Organizations receiving more than \$50,000 are required to follow the city's purchasing policy on bids and quotes for purchases from city contributions.
- h. Organizations that receive audit findings will disclose these findings with their annual funding request and Finance may withhold additional funding until a written plan to address those findings is received.

Section 14. If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance, provided sufficient revenues are being collected to support the continuing appropriations as per Charter provision. Approval of the Director of the Division of Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

Section 15. In an effort for the City's pay practices to remain competitive with changes in labor market conditions, City Code Section 1.5-403 provides for the Human Resources Department to review and propose adjustments to the compensation plan including moving the mid-point of pay ranges to be competitive with the market. Further Section 1.5-405b provides for the recommendation by the Human Resources Department to provide annual general pay increases for City employees. Notwithstanding any provision of the Official Code of the City of Clarksville to the contrary, based on current market conditions and city finances, the Human Resources Director has recommended the pay ranges to increase 2% and a general wage increase for City employees of 2% for Fiscal Year 2016-2017. Any employee who received a 2% increase in pay due to the pay range increase shall not receive the general wage increase; regardless of completion of the probationary period. The maximum increase, provided for in this Ordinance, for any one employee shall not exceed 2% for the fiscal year.

Section 16. All retired personnel that are paid retirement from the city's general fund shall receive a three percent (3%) increase in their gross retirement pension benefits effective July 1, 2016.

Section 17. Capital Project Revenue District. In order to provide accountability, since the exact amount due as a result of increased valuations and which would be available to the CPRD, the amount of Property Tax to be transferred to the CPRD fund will be capped at \$2,450,000 for Fiscal Year 2017.

Section 18. This ordinance shall take effect July 1, 2016, the public welfare requiring it.

Mayor

ATTEST:

City Clerk

BUDGET SUMMARY PUBLISHED: May 27, 2016

PUBLIC HEARING: June 7, 2016

FIRST READING: June 14, 2016

SECOND READING:

EFFECTIVE DATE: