



**CLARKSVILLE CITY COUNCIL  
EXECUTIVE SESSION  
APRIL 26, 2018  
IMMEDIATELY FOLLOWING SPECIAL SESSION**

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

**AGENDA**

**1) PLANNING COMMISSION**

**ZONING POSTPONED**

1. **ORDINANCE 57-2017-18** (First Reading; *Public Hearing held April 5th, Postponed April 5th*) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Reda Homes, LLC, for zone change on property located east of Fort Campbell Boulevard and north of Idlewild Street from R-1 Single Family Residential District to R-4 Multiple Family Residential District (*RPC: Approval/Approval*)

**ZONING PUBLIC HEARING**

1. **ORDINANCE 61-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of John Goodrich, Joshua Jerles-Agent, for zone change on property at the intersection of Rossview Road and Old Russellville Pike from R-1 Single Family Residential District to R-3 Three Family Residential District (*RPC: Disapproval/Disapproval*)

2. **ORDINANCE 62-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mark Bullock, Todd Averitt-Agent, for zone change on property southeast of the intersection of Hawkins Road and East Johnson Circle and north of the intersection of Hawkins Road and Jen Hollow Road from R-1 Single Family Residential District to R-2 Single Family Residential District (*RPC: Approval/Approval*)

## PUBLIC IMPROVEMENT PROGRAM

1. **RESOLUTION 51-2017-18** Accepting the \_\_\_\_ Public Improvement Program for FY 2018-19 through FY 2022-23 (*RPC: Approval*)

## 2) CONSENT AGENDA

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

1. **ORDINANCE 55-2017-18** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Maynard Family Company, Jimmy Bagwell-Agent, for zone change on property located at the intersection of Tobacco Road and Sandburg Drive from R-2 Single Family Residential District to R-4 Multiple Family Residential District
2. **ORDINANCE 56-2017-18** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Ronnie Seay, Wade Hadley-Agent, for zone change on property located at the terminus of Button Drive from R-1 Single Family Residential District to R-2A Single Family Residential District
3. **ORDINANCE 58-2017-18** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Syd Hedrick for zone change on property located on multiple parcels south of Crossland Avenue, north and south of West High Street, and west of Charlotte Street from R-3 Two & Three Family Residential District to R-6 Single Family District
4. **RESOLUTION 50-2017-18** Approving a Certificate of Compliance for Tim Crocker for operation of Crocker's Fine Wines, 224 Dover Road (*CPD: No Criminal History*)
5. Approval of Board Appointments:  
  
Board of Equalization: Gary Harmon (reappointment) - May 2018 through April 2020  
  
Housing Authority: Steve Stroman (fill unexpired term of Jeannie Beauchamp-resigned) - May 2018 through September 2021  
  
Senior Citizens Board: Trish Blair, Dick Stovall, Glenda Warren, Howard Welch (reappointments) - May 2018 through April 2021
6. Adoption of Minutes: April 5th

### 3) TRC BOARD APPOINTMENTS *(Postponed April 5th)*

#### 1. Approval of TRC Board Appointments:

Two Rivers Company: Bill Aldred - January 2018 through October 2018; Ryan Bowie - November 2017 through October 2020; Yvonne Chamberlain - January 2018 through October 2019; James Lewis - January 2018 through October 2018

### 4) FINANCE COMMITTEE

*Valerie Guzman*

1. **ORDINANCE 59-2017-18** (First Reading) Authorizing purchase of property on Rossview Road *(Finance Committee: Approval)*

2. **RESOLUTION 32-2017-18** Amending Personnel Policy 07-07 relative to Americans With Disabilities Act *(Finance Committee: Approval)*

3. **RESOLUTION 33-2017-18** Amending Personnel Policy 07-11 relative to Employee Identification Cards *(Finance Committee: Approval)*

3. **RESOLUTION 34-2017-18** Amending Personnel Policy 93-4 relative to Family Medical Leave Act, Maternity, Paternity, and Military Leave *(Finance Committee: Approval)*

4. **RESOLUTION 35-2017-18** Amending Personnel Policy 07-09 relative to Tobacco Free Workplace *(Finance Committee: Approval)*

5. **RESOLUTION 36-2017-18** Amending Personnel Policy 07-08 relative to Workplace Violence *(Finance Committee: Approval)*

6. **RESOLUTION 38-2017-18** Amending Personnel Policy 91-3 relative to Workplace Harassment *(Finance Committee: Approval)*

7. **RESOLUTION 48-2017-18** Amending Personnel Policy 91-1 relative to Grievance Procedure *(Finance Committee: Approval)*

8. **RESOLUTION 49-2017-18** Authorizing an agreement with Austin Peay State University for bike share services

### 5) GAS & WATER COMMITTEE

*Bill Powers, Chair*

#### 1. Department Reports

6) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

*David Allen, Chair*

1. Department Report

7) PARKS & RECREATION

*Valerie Guzman, Chair*

1. Department Report

8) PUBLIC SAFETY COMMITTEE

*Geno Grubbs, Chair*

1. Department Reports

9)STREETS & GARAGE COMMITTEE

*Mike Alexander, Chair*

1. Department Reports

10)TRANSPORTATION COMMITTEE

*Deanna McLaughlin, Chair*

1. Department Reports

11)NEW BUSINESS

1. **ORDINANCE 60-2017-18** (First Reading scheduled for April 26) Amending the Official Code to repeal Internal Service Fund Guidelines and approve a new Internal Service Fund ordinance (*Councilman Allen*)

2. Discussion regarding new liquor stores (*Councilwoman McLaughlin*)

12) MAYOR AND STAFF REPORTS

13) PUBLIC COMMENTS

14) ADJOURNMENT



## CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on: May 3, 2018. The public hearing will be held on: April 26, 2018.

CITY ORD. #: 61-2017-18      RPC CASE NUMBER: Z-9-2018

Applicant:      JOHN GOODRICH

Agent:          Joshua Jerles

Location:      Two parcels fronting on the west frontage of old Russelville Pike 630 +/- feet north of the Rossview Rd. & Old Russellville Pike intersection.

Ward #:          11

Request:      R-1 Single-Family Residential District  
                 to  
                 R-3 Three Family Residential District

STAFF RECOMMENDATION: DISAPPROVAL

PLANNING COMMISSION RECOMMENDATION:

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CITY ORD. #: 62-2017-18      RPC CASE NUMBER: Z-11-2018

Applicant:      MARK BULLOCK

Agent:          Todd Averitt

Location:      Property fronting on the east & south frontages of Hawkins Rd. southeast of the Hawkins Rd. & E. Johnson Circle intersection. and north of the Hawkins Rd. & Jen Hollow Rd. intersection.

Ward #:          7

Request:      R-1 Single-Family Residential District  
                 to  
                 R-2 Single-Family Residential District .

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION:

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**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE** 4/25/2018

**CASE NUMBER:** Z - 9 - 2018

**NAME OF APPLICANT** John

Goodrich

**AGENT:** Joshua

Jerles

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**GENERAL INFORMATION**

**TAX PLAT:** 41-K-B

**PARCEL(S):** 19.00, 21.00

**ACREAGE TO BE REZONED:** 3.04

**PRESENT ZONING:** R-1

**PROPOSED ZONING:** R-3

**EXTENSION OF ZONING**

**CLASSIFICATION:** NO

**PROPERTY LOCATION:** Two parcels fronting on the west frontage of old Russellville Pike 630 +/- feet north of the Rossview Rd. & Old Russellville Pike intersection.

**CITY COUNCIL WARD:** 11

**COUNTY COMMISSION DISTRICT:** 2

**CIVIL DISTRICT:** 6th

**DESCRIPTION OF PROPERTY AND SURROUNDING USES:** Semi-wooded parcels with undergrowth and varying topographical features.

**APPLICANT'S STATEMENT FOR PROPOSED USE:** Due to high demand for townhouses this property would make a good transition between O-1 and R-3 properties surrounding.

**GROWTH PLAN AREA:** CITY

**PLANNING AREA:** Rossview

**PREVIOUS ZONING HISTORY:**

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

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

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

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

#### 1. CITY ENGINEER/UTILITY DISTRICT:

Comments received from department and they had no concerns.

#### 2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Comments received from department and they had no concerns.

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

#### 5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

#### 6. POLICE DEPT/SHERIFF'S OFFICE:

Comments received from department and they had no concerns.

#### 7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

No Comment(s) Received

#### 8. SCHOOL SYSTEM:

ELEMENTARY: ST. B.

MIDDLE SCHOOL: ROSSVIEW

HIGH SCHOOL: ROSSVIEW

Rossvie Middle & Rossvie High School are over 100% capacities. Rossvie Middle has 7 portable classrooms. This development could contribute additional students in the second fastest growing region in this county. Within its zone, there are already 2,833 additional approved residential lots. The continued student growth necessitates action to address building capacity and bus needs in the second fastest region in this county. No infrastructure, funding or processes are in place at this time to address housing developments in this region!

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

## STAFF REVIEW - ZONING

### PLANNING STAFF'S STUDY AND RECOMMENDATION

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Increased traffic, light & noise.

#### INFRASTRUCTURE:

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

**STREET/ROAD ACCESSIBILITY:** Old Russelville pike

**DRAINAGE COMMENTS:** Northwest

#### RESIDENTIAL DEVELOPMENT

#### APPLICANT'S ESTIMATES    HISTORICAL ESTIMATES

**LOTS/UNITS:**

**3 lots / 9 units**

**POPULATION:**

**24**

**ELEMENTARY SCHOOL STUDENTS:**

**MIDDLE SCHOOL STUDENTS:**

**HIGH SCHOOL STUDENTS:**

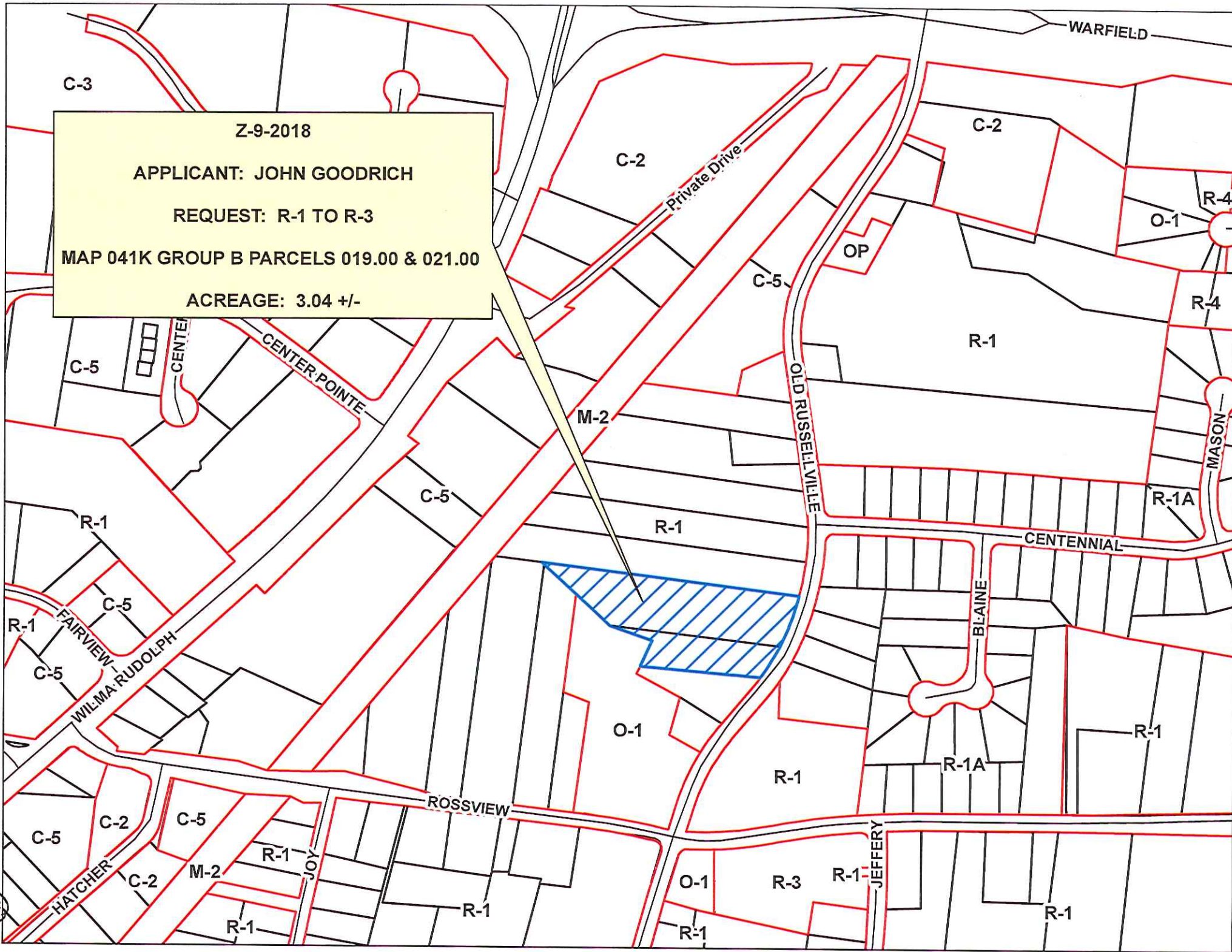
#### APPLICABLE LAND USE PLAN

Rossvie Road Planning Area - One of the most diversified areas of the county in terms of land use. It has the best remaining agricultural land. One of the fastest growing sectors of Montgomery County. Factors affecting growth all average to above average. The Industrial Park is also located in the this planning area.

#### STAFF RECOMMENDATION:    DISAPPROVAL

1. The proposed zoning request is consistent with Growth Plan (as in the City), but inconsistent the adopted Land Use Plan.
2. The adopted Land Use Plan indicates that the present R-1 zoning classification is assumed to be correct unless the proposed zone is more consistent with the land use plan, the parcel was incorrectly zoned in the first place, or major changes of an economic, physical or social nature were not considered in the present plan which have substantially altered
3. The proposed R-3 three residential district is not in character with the predominant surrounding single family residential setting.
4. No adverse environmental issues were identified relative to this request.
- 5.





CASE NUMBER: Z 9 2018 MEETING DATE 4/25/2018

APPLICANT: John Goodrich

PRESENT ZONING R-1 PROPOSED ZONING R-3

TAX PLAT # 41-K-B PARCEL 19.00, 21.00

GEN. LOCATION Two parcels fronting on the west frontage of old Russelville Pike 630 +/- feet north  
of the Rossvie Rd. & Old Russellville Pike intersection.

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PUBLIC COMMENTS

None received as of 11:02 A.M. on 4/25/2018 (A.L.)

**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 4/25/2018

**CASE NUMBER:** Z - 11 - 2018

**NAME OF APPLICANT:** Mark

Bullock

**AGENT:** Todd

Averitt

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**GENERAL INFORMATION**

**TAX PLAT:** 90-C-A

**PARCEL(S):** 18.00, 19.00,  
20.00, 22.00

**ACREAGE TO BE REZONED:** 4.50

**PRESENT ZONING:** R-1

**PROPOSED ZONING:** R-2

**EXTENSION OF ZONING**  
**CLASSIFICATION:** YES

**PROPERTY LOCATION:** Property fronting on the east & south frontages of Hawkins Rd. southeast of the Hawkins Rd. & E. Johnson Circle intersection. and north of the Hawkins Rd. & Jen Hollow Rd. intersection.

**CITY COUNCIL WARD:** 7      **COUNTY COMMISSION DISTRICT:** 4      **CIVIL DISTRICT:** 12

**DESCRIPTION OF PROPERTY** Four semi wooded tracts of land with some varying steep topography.  
**AND SURROUNDING USES:**

**APPLICANT'S STATEMENT** For subdivision of property based on R-2 zoning requirements to match adjacent  
**FOR PROPOSED USE:** development

**GROWTH PLAN AREA:**      CITY      **PLANNING AREA:**      Southern Hills

**PREVIOUS ZONING HISTORY:** Z-6-2017 R-1 to R-2d (R-1 to R-2D) Staff & RPC- Approval, City Council Disapproved.



# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

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

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

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

#### 1. CITY ENGINEER/UTILITY DISTRICT:

No sewer available to parcel 22.

#### 2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Ok, Site distance to be reviewed at subdivision stage.

#### 3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

#### 4. CDE/CEMC:

No Comment(s) Received

#### 5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

#### 6. POLICE DEPT/SHERIFF'S OFFICE:

Comments received from department and they had no concerns.

#### 7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Comments received from department and they had no concerns.

#### 8. SCHOOL SYSTEM:

No comment(s) received.

ELEMENTARY: NORMAN SMITH

MIDDLE SCHOOL: MONTGOMERY

HIGH SCHOOL: MONTGOMERY

#### 9. FT. CAMPBELL:

#### 10. OTHER COMMENTS:



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**  
**STAFF REVIEW - ZONING**

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

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

**INFRASTRUCTURE:**

**WATER SOURCE:** CITY

**SEWER SOURCE:** CITY

**STREET/ROAD ACCESSIBILITY:** Hawkins Rd.

**DRAINAGE COMMENTS:** Varies

**RESIDENTIAL DEVELOPMENT**

**APPLICANT'S ESTIMATES HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**10**

**POPULATION:**

**27**

**ELEMENTARY SCHOOL STUDENTS:**

**MIDDLE SCHOOL STUDENTS:**

**HIGH SCHOOL STUDENTS:**

**APPLICABLE LAND USE PLAN**

Southern Hills- Large portions of area are in the Cumberland River flood plain along the western & southern boundaries. Relatively young subdivisions & other developments exist within the planning area. Most infrastructure is in good condition and readily extendable.

**STAFF RECOMMENDATION: APPROVAL**

- 1.** The proposed zoning request is consistent with Growth Plan (as in the City) and adopted Land Use Plan.
- 2.** The proposed R-2 Single Family zoning request is an extension of the existing R-2 zoning to the north and west.
- 3.** Adequate infrastructure serves the site, Driveway connections will be reviewed during the development process to verify adequate site distance prior to approval of subdivision lots.
- 4.** No adverse environmental issues were identified relative to this request.
- 5.**





CASE NUMBER: Z 11 2018

MEETING DATE 4/25/2018

APPLICANT: Mark

Bullock

PRESENT ZONING R-1

PROPOSED ZONING R-2

TAX PLAT # 90-C-A

PARCEL 18.00, 19.00, 20.00, 22.00

GEN. LOCATION Property fronting on the east & south frontages of Hawkins Rd. southeast of the  
Hawkins Rd. & E. Johnson Circle intersection. and north of the Hawkins Rd. & Jen

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PUBLIC COMMENTS

None received as of 11:02 A.M. on 4/25/2018 (A.L.)



ORDINANCE 61-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF JOHN GOODRICH, JOSHUA JERLES-AGENT FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF ROSSVIEW ROAD AND OLD RUSSELLVILLE PIKE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, as R-3 Three Family Residential District.

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point, said point being 214 +/- feet south of the centerline of the Old Russellville Pike & Centennial Drive intersection, said point being the southeast corner of the Stewart H. Bland property and being located in the western right of way margin of Old Russellville Pike, thence in a southerly direction 259 +/- feet with the western right of way margin of Old Russellville Pike to a point, said point being the northeast corner of the James C. Bottoms & Emily Ann Matthew property, thence in a westerly direction 342 +/- feet to a point, said point being in the eastern property boundary of the Frances M. Canada-McKillip property, thence in a northerly and westerly direction with the Frances M. Canada-McKillip property 458 +/- feet to a point, said point being in the southern boundary of the Stewart Bland property, thence in a easterly direction with the southern boundary of the Bland property 730 +/- feet to the point of beginning. Said herein described tract containing, 3.04 +/- acres, further identified as Tax Map 41-K-B, Parcel(s) 19 & 21

ORDINANCE 62-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF MARK BULLOCK, TODD AVERITT-AGENT, FOR ZONE CHANGE ON PROPERTY SOUTHEAST OF THE INTERSECTION OF HAWKINS ROAD AND EAST JOHNSON CIRCLE AND NORTH OF THE INTERSECTION OF HAWKINS ROAD AND JEN HOLLOW ROAD

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, as R-2 Single Family Residential District.

*PUBLIC HEARING:*

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a new iron pin in the south margin of Hawkins Road, said iron pin being South 36 Degrees 32 Minutes 27 Seconds East 23.81 feet from the centerline intersection of E. Johnson Circle and Hawkins Road, thence along said margin South 87 Degrees 45 Minutes 20 Seconds East 97.55 feet to an old iron pin the northeast corner of Lot 3, J.J Edmondson property; thence South 83 Degrees 39 Minutes 38 Seconds East 148.59 feet to an existing iron rod the northeast corner of Lot 2, J.J Edmondson property; thence South 81 Degrees 24 Minutes 52 Seconds East 148.08 feet to an old iron pin the northeast corner of Lot 1, J.J.Edmondson property; thence leaving the margin of Hawkins Road and along the David Baker property South 08 Degrees 29 Minutes 19 Seconds West 262.95 feet to an old iron pin; thence along the Walter Oszczakiewicz property North 77 Degrees 34 Minutes 43 Seconds West 30.07 feet to an old iron pin; thence along the Walter Oszczakiewicz property North 77 Degrees 34 Minutes 23 Seconds West 175.17 feet to an old iron pin at an 8 inch maple tree; thence South 09 Degrees 15 Minutes 54 Seconds West 162.43 feet to an old iron pin the southeast corner of Lot 4, J.J. Edmondson property; thence South 08 degrees 50 minutes 55 seconds West 163.54 feet to an existing pipe the southeast corner of Lot 5, J.J. Edmondson property; thence along the Paul Wrenn property North 85 Degrees 05 Minutes 02 Seconds West 260.18 feet to an existing pipe in the east margin of Hawkins Road; thence along said margin North 08 Degrees 51 Minutes 29 Seconds East 169.49 feet to an old iron pin in the northwest corner of Lot 5, J.J. Edmondson property, thence North 09 Degrees 00 Minutes 14 Seconds East 170.50 feet to an old iron pin the northeast corner of Lot 4, J.J. Edmondson property; thence North 12 Degrees 15 Minutes 23 Seconds East 182.41 feet to a new iron pin; thence with a curve turning to the right with an arc length of 81.67'. with a delta of 77 degrees. 59 minutes, 16 seconds, a radius of 60.00', with a chord bearing of North 53 Degrees 15 Minutes 02 Seconds East, with a chord length of 75.51' to the point of

beginning having an area of 4.5 +/- acres further identified as Tax Map 90-C-A, Parcels 18, 19, 20 & 22

ORDINANCE 57-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF REDA HOMES, LLC, FOR ZONE CHANGE ON PROPERTY LOCATED EAST OF FORT CAMPBELL BOULEVARD AND NORTH OF IDLEWILD STREET

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

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

*PUBLIC HEARING:* April 5, 2018

*POSTPONED:* April 5, 2018

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point, said point being 432+/- feet east of the centerline of the Ft. Campbell Blvd. & Maple Street intersection, further identified as the southwest corner of the William Fuller property and the zoning line defining C-2 to the west & R-1 to the east, thence in a northeasterly direction 436 +/- feet with the southern property boundary of the William Fuller property & others to a point, said point being the northwest corner of the of the Charles J. Hinton, thence in a southerly direction 97 +/- feet with the western boundary of the Charles J. Hinton properties to a point, said point being the northeast corner of the Johnny Ray Wooten property, thence in a southwesterly direction 120 +/- feet to a point said point being the northwest corner of the Johnny Ray Wooten property and located in the right of way in the northern terminus of Idlewild Street, thence in a westerly, and southerly direction with the Idledwild Street right of way western boundary 372 +/- feet to a point, said point being in the eastern boundary of the Reda Homes LLC property and at the zoning line defining C-2 to the west & R-1 to the east, thence in a northerly direction 368 +/- feet with the zoning line defining C-2 to the west & R-1 to the east to the point of beginning, said described tract containing 2.31 +/- acres, further identified as Tax Map 54-C-F, Parcel(s) 46.00 p/o, 47.00 & 47.01 p/o.

ORDINANCE 55-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF MAYNARD FAMILY COMPANY, JIMMY BAGWELL-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF TOBACCO ROAD AND SANDBURG DRIVE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-2 Single Family Residential District, as R-4 Multiple Family Residential District.

*PUBLIC HEARING:* April 5, 2018  
*FIRST READING:* April 5, 2018  
*SECOND READING:*  
*EFFECTIVE DATE:*

EXHIBIT A

Commencing at a point being the northwest corner of the herein described tract, said point being located South 19 degrees 51 minutes 32 seconds East for a distance of 643.58 feet, more or less, from the centerline intersection of Tobacco Road and Sandburg Drive; Thence South 54 degrees 15 minutes 54 seconds East for a distance of 476.74 feet, more or less, to a point; Thence South 69 degrees 59 minutes 15 seconds West for a distance of 192.22 feet, more or less, to a point; Thence South 01 degrees 46 minutes 59 seconds East for a distance of 503.24 feet, more or less, to a point; Thence North 59 degrees 16 minutes 37 seconds West for a distance of 730.23 feet, more or less, to a point; Thence North 30 degrees 43 minutes 23 seconds East for a distance of 68.37 feet, more or less, to a point; Thence North 10 degrees 20 minutes 44 seconds East for a distance of 140.48 feet, more or less, to a point; Thence North 01 degrees 13 minutes 54 seconds West for a distance of 179.79 feet, more or less, to a point; Thence North 06 degrees 54 minutes 54 seconds West for a distance of 98.14 feet, more or less, to the point of beginning. Said tract contains 6.25 +/- acres Further identified as Tax Map 30, Parcel 6.00 p/o.



ORDINANCE 56-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF RONNIE SEAY, WADE HADLEY-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE TERMINUS OF BUTTON DRIVE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District, as R-2A Single Family Residential District.

*PUBLIC HEARING:* April 5, 2018

*FIRST READING:* April 5, 2018

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point, said point also being on the northwestern corner of the herein parcel, said point also being South 45 degrees 09 minutes West for a distance of 158 feet from the centerline intersection of 101st Airborne Division Parkway and Trenton Road; Thence, along the western right-of-way of Trenton Road, South 01 degrees 56 minutes 06 seconds West for a distance of 146.00 feet to a point; Thence, continuing along the western right-of-way of Trenton Road for the next 4 calls, South 15 degrees 16 minutes 54 seconds East for a distance of 173.00 feet to a point; Thence, South 01 degrees 19 minutes 22 seconds East for a distance of 176.19 feet to a point; Thence, South 19 degrees 27 minutes 55 seconds East for a distance of 125.56 feet to a point Thence, South 00 degrees 14 minutes 48 seconds West for a distance of 453.90 feet to a point, said point being the southeastern corner of the herein described parcel; Thence, leaving said right-of-way and along a new severance line, North 89 degrees 57 minutes 43 seconds West for a distance of 957.34 feet to a point, said point being the southwestern corner of the herein described parcel; Thence, continuing along the new severance line for the next 4 calls, North 00 degrees 00 minutes 00 seconds East for a distance of 709.76 feet to a point; Thence, North 60 degrees 29 minutes 12 seconds East for a distance of 71.21 feet to a point; Thence, North 90 degrees 00 minutes 00 seconds East a distance of 330.99 feet to a point; Thence, North 13 degrees 28 minutes 20 seconds East for a distance of 418.84 feet to a point, said point being the northwestern corner of the herein described parcel; Thence, along the right of way of 101st Airborne division Parkway, South 76 degrees 31 minutes 40 seconds East for a distance of 392.99 feet to a point, which is the point of beginning, said tract containing 864,012 square feet or 19.83 +/- acres Further identified as Tax map 41, Parcel 40.02 p/o.

ORDINANCE 58-2017-18

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF SYD HEDRICK FOR ZONE CHANGE ON PROPERTY LOCATED ON MULTIPLE PARCELS SOUTH OF CROSSLAND AVENUE, NORTH AND SOUTH OF WEST HIGH STREET, AND WEST OF CHARLOTTE STREET

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-3 Two & Three Family Residential District, as R-6 Single Family Residential District.

*PUBLIC HEARING:* April 5, 2018

*FIRST READING:* April 5, 2018

*SECOND READING:*

*EFFECTIVE DATE:*

EXHIBIT A

Beginning at a point, said point being 141 +/- feet in a westerly direction from the centerline of the Crossland Avenue & Charlotte Street, said point further identified as the northwest corner of the Luther Ernest Anderson property, thence in a southerly direction 179 +/- feet to a point said point being the southwest corner of the Luther Ernest Anderson and located in the northern right of way margin West High Street, thence in a southeasterly direction 76 +/- feet across the West High Street right of way to a point said point being the northwest corner of the Syd Hedrick and said point being located in the southern right of way margin of West High Street, thence in a easterly direction 136 +/- feet with the southern right of way margin of West High Street, to a point, said point being the southwest corner of the West High Street & Charlotte Street right of way margins, thence in a southerly direction 113 +/- feet with the western right of way margin of Charlotte to a point, said point being the northwest corner of the Wallace Marvin Redd, Jr. property, thence a southerly direction 98 +/- feet with the western property boundary of the Wallace Marvin Redd, Jr. property to a point, said point being in the northern right of way margin of Blackman St. and the southwest corner of the Wallace Marvin Redd, Jr. property, thence in a westerly direction 82 +/- feet with the northern right of way margin of Blackman St. to a point, said point being the southeast corner of the Gregory J. Michaels property, thence in a northerly direction 80 +/- feet with the

eastern boundary of the Gregory J. Michaels property, to a point, said point being the northeast corner of the Gregory J. Michaels property, thence in a westerly direction 53 +/- feet with the northern boundary of the Gregory J. Michaels property, to a point, said point being the northwest corner of the Gregory J. Michaels property, thence in a southerly direction 83 +/- feet with the western boundary of the Gregory J. Michaels property to a point, said point being in the northern right of way margin of Blackman Rd., thence in a westerly direction 118 +/- feet to a point, said point being the northwest corner of the the Blackman St. right of way and in the eastern boundary of the City of Clarksville property, thence in a northerly direction 186 +/- feet with the eastern boundary of the City of Clarksville property, to a point in the southern right of way margin of West High St., thence in a northwesterly direction across the West High Street right of way 60 +/- feet to a point, said point being in the northern right of way margin of West High St. and in the eastern boundary of the City of Clarksville property, thence in a northerly 161 +/- feet to the point of beginning, said tract containing 1.19 +/- acres, further identified as tax map 66-O-B, Parcel(s) 2.00, 6.00, 7.00, 8.00 & 9.00

RESOLUTION 50-2017-18

A RESOLUTION RENEWING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR TIM CROCKER FOR OPERATION OF CROCKER'S FINE WINES

*WHEREAS*, Tim Crocker has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for operation of Crocker's Fine Wines, 224 Dover Road; and

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

*WHEREAS*, the applicant has secured a location which complies with all restrictions of the laws, ordinances, or resolutions; and

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

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

That the Clarksville City Council hereby approves a Certificate of Compliance for Tim Crocker for operation of Crocker's Fine Wines, 224 Dover Road, Clarksville, Tennessee.

*ADOPTED*



**CLARKSVILLE CITY COUNCIL**  
**REGULAR SESSION**  
**APRIL 5, 2018**  
**MINUTES**

**PUBLIC COMMENTS**

Prior to Regular Session, Dr. Jodie Robinson shared information about services offered by the Steven A. Cohen Military Family Clinic at Centerstone. Councilwoman Deanna McLaughlin announced that April was “Month of the Military Child” and shared information regarding the Military Interstate Children’s Compact Commission. Charles Pecka, representing the Clarksville Association of Realtors, announced a \$50,000 donation had been made to the Consolidated Government Charter Commission to promote public awareness of the commission’s purpose and efforts.

**CALL TO ORDER**

The Regular Session of the Clarksville City Council was called to order by Mayor Kim McMillan on Thursday, April 5, 2018, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Pastor Robert P. Harris, First Missionary Baptist Church, guest of Councilman Bill Powers. The Pledge of Allegiance was led by Councilman Richard Garrett.

**ATTENDANCE**

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

**ABSENT:** Tim Chandler (Ward 4)

## SPECIAL RECOGNITIONS

Mayor McMillan presented Certificates of Recognition to the following ladies who placed in the recent Miss Black Clarksville pageants:

Michelle Park, 2018 Miss Black Clarksville  
Jocelyn Porchia, 2018 Jr. Miss Black Clarksville  
Tavasia Buckley, 2018 Little Miss Black Clarksville  
Zamoria Lundy, 2018 Mini Miss Black Clarksville

## PLANNING COMMISSION: PUBLIC HEARING

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

**ORDINANCE 55-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Maynard Family Company, Jimmy Bagwell-Agent, for zone change on property located at the intersection of Tobacco Road and Sandburg Drive from R-2 Single Family Residential District to R-4 Multiple Family Residential District

No one spoke for or against this request.

**ORDINANCE 56-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Ronnie Seay, Wade Hadley-Agent, for zone change on property located at the terminus of Button Drive from R-1 Single Family Residential District to R-2A Single Family Residential District

No one spoke for or against this request.

**ORDINANCE 57-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Reda Homes, LLC, for zone change on property located east of Fort Campbell Boulevard and north of Idlewild Street from R-1 Single Family Residential District to R-4 Multiple Family Residential District

Rick Reda asked for support of this change. During his comments, Mr. Reda stated the change as C-2, but the correct zone would be R-4.

Johnny Wooten said Seminole Trail was too narrow for additional traffic and he did not object to R-1, but was opposed to apartment zoning. Brittney Stanfill felt multi-family development was not appropriate for the neighborhood.

During rebuttal, Mr. Reda said access to the development would be from 41-A only. Mr. Wooten said he wanted assurance that no side roads would be used to access the property.

**ORDINANCE 58-2017-18** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Syd Hedrick for zone change on property located on multiple parcels south of Crossland Avenue, north and south of West High Street, and west of Charlotte Street from R-3 Two & Three Family Residential District to R-6 Single Family District

Syd Hedrick asked for support of this change and said he wanted to offer housing in a high-demand price range.

#### ADOPTION OF ZONING

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 55-2017-18**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilwoman McLaughlin. There was no discussion; the following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 56-2017-18**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilwoman McLaughlin. There was no discussion; the following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 57-2017-18**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Alexander.

Mayor McMillan recognized City Attorney Lance Baker who said Councilman Garrett should make public a video and an email he recently sent to members of the City Council regarding this zone change request. The video was shown and Councilman Garrett summarized the contents of the emails.

Councilwoman McLaughlin noted that during her recent town hall meeting, residents in attendance agreed that Idlewild Street was too narrow for additional traffic and that a buffer should be required to separate the multi-family zone from the existing residential. Councilwoman Smith and Councilman Erb opposed the change to R-4.

Following discussion, Councilman Powers made a motion to postpone action on this ordinance to the next regular session to allow both sides to communicate with each other. The motion was seconded by Councilman Burkhart. The following vote was recorded:

AYE: Burkhart, Erb, Garrett, guzman, Henley, McLaughlin, Powers

NAY: Alexander, Allen, Grubbs, Smith

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

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 58-2017-18**. Councilman Grubbs made a motion to adopt this ordinance on first reading. The motion was seconded by Councilwoman McLaughlin. There was no discussion. The following vote was recorded:

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

The motion to adopt this ordinance on first reading passed.

## CONSENT AGENDA

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

1. ORDINANCE 49-2017-18 (Second Reading) Amending the FY18 General Fund Budget to transfer funds to Clarksville Transit System for a grant for digital radios
2. ORDINANCE 50-2017-18 (Second Reading) Amending the FY18 Operating and Capital Budget for the 2012 Transportation Alternatives Grant for Greenway-Red River Trail Phase I
3. ORDINANCE 51-2017-18 (Second Reading) Authorizing negotiations and an agreement for purchase of easements and/or rights of way or use of eminent domain for intersection improvements at International Boulevard and Dunlop Lane
4. ORDINANCE 52-2017-18 (Second Reading) Authorizing negotiations and an agreement to purchase easements and/or rights of way or use of eminent domain for drainage improvements at the intersection of Trenton Road & Tylertown Road
5. ORDINANCE 53-2017-18 (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Paul Landrum for zone change on property located at the southern terminus of Landrum Place from O-1 Office-Medical-Institutional-Civic District to R-4 Multiple Family Residential District
6. RESOLUTION 40-2017-18 Approving a Certificate of Compliance for sale of wine at Sam's #6512, 3315 Guthrie Highway
7. RESOLUTION 41-2017-18 Approving a Certificate of Compliance for sale of wine at Walmart #673, 3050 Wilma Rudolph Boulevard



8. RESOLUTION 42-2017-18 Approving a Certificate of Compliance for sale of wine at Walmart #1075, 1680 Fort Campbell Boulevard
9. RESOLUTION 43-2017-18 Approving a Certificate of Compliance for sale of wine at Walmart #3495, 2315 Madison Street
10. RESOLUTION 44-2017-18 Approving a Certificate of Compliance for sale of wine at Walmart #4469, 2551 Whitfield Road
11. RESOLUTION 45-3017-18 Approving a Certificate of Compliance for sale of wine at Walmart #4589, 216 Dover Road
12. RESOLUTION 46-2017-18 Approving a Certificate of Compliance for sale of wine at Walmart #4591, 408 Tiny Town Road
13. RESOLUTION 47-2017-18 Approving a Certificate of Compliance for Beach Liquors, LLC for operation of Riverbend Wine & Spirits, 1206 Highway 48
14. Approval of Board Appointments:
  - Ethics Commission: Joel Wallace - April 2018 through June 2018
  - Board of Equalization: Richard Swift - May 2018 through April 2020
15. Adoption of Minutes: March 1, 2018

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

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

The motion to adopt the Consent Agenda passed.

#### TRC BOARD APPOINTMENTS

The following board appointments were removed from the Consent Agenda and postponed on January 4, 2018:

Two Rivers Company: Bill Aldred - January 2018 through October 2018; Ryan Bowie - November 2017 through October 2020; Yvonne Chamberlain - January 2018 through October 2019; James Lewis - January 2018 through October 2018

Councilman Alexander made a motion to approve these appointments. The motion was seconded by Councilman Garrett. Mayor McMillan said she had not met with TRC Chairman Charlie Foust and made a motion to postpone this vote to the next regular session. The motion was seconded by Councilman Garrett. The following vote was recorded:

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

ABSTAIN: McLaughlin

The motion to postpone passed.

#### FINANCE COMMITTEE

*Jeff Burkhart, Chair*

**RESOLUTION 39-2017-18** Authorizing a Mutual Aid Agreement between the City of Clarksville and the Austin Peay State University for police services

The recommendations of the Public Safety and Finance Committees were for approval. Councilman Burkhart made a motion to adopt this resolution. The motion was seconded by Councilman Henley. With no objection to going out of session, Mr. Baker responded to Councilwoman Smith's question saying this agreement would not only allow the Clarksville Police Department to assist APSU law enforcement if necessary, but would also help APSU in its accreditation efforts. There was no objection to reverting to regular session. The following vote was recorded:

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

NAY: Smith

The motion to adopt this resolution passed.

#### GAS & WATER COMMITTEE

*Bill Powers, Chair*

Councilman Powers shared the following February department statistics: 4,340 work orders, 230 after-hours responses, 97,000 meters reads, 65,236 bills and notices, 35 water leak repairs, 318 fire hydrant flushes, 548 backflow tests, 10 sewer overflows, 16 new gas services, 75 natural gas odor responses.

#### HOUSING & COMMUNITY DEVELOPMENT COMMITTEE

*David Allen, Chair*

Councilman Allen said the Housing & Community Development Department will use \$371,000 CDBG funds to construct 1,300 linear feet of sidewalks, crosswalks, and a flashing beacon as part of TDOT intersection improvements at 41-A Bypass and Edmondson Ferry Road.

#### PARKS & RECREATION

*Valerie Guzman, Chair*

Councilwoman Guzman said the next committee meeting was scheduled for April 16th and invited the public to view current events on the City Parks & Recreation website.

## PUBLIC SAFETY COMMITTEE

*Geno Grubbs, Chair*

Councilman Grubbs shared the following monthly department statistics: Building & Codes - 1,737 inspections, 253 enforcement cases, 88 single family permits; Fire & Rescue - 1,110 emergency runs; Police - 13,436 calls.

## STREETS & GARAGE COMMITTEE

*Mike Alexander, Chair*

Councilman Alexander shared the following monthly department statistics: Garage - 290 work orders, unleaded fuel \$2.23, diesel fuel \$2.12; Streets - 290 work orders, 221 debris pickups, paving of Anderson Drive, Beverly Hills Drive, Tylertown Road, Page Estates, Pembroke Place, Princeton Place, and Sumerhaven.

## TRANSPORTATION COMMITTEE

*Deanna McLaughlin, Chair*

Councilwoman McLaughlin said Clarksville Transit System transported 59,855 passengers during March.

## NEW BUSINESS

**RESOLUTION 26-2017-18** (*Postponed March 1st*) Approving Amendment 1 to the Interlocal Agreement between the City of Clarksville and the Industrial Development Board regarding the LG Electronics Project

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

AYE: Alexander, Allen, Burkhardt, Erb, Garrett, Grubbsw, Guzman, Henley, McLaughlin, McMillan, Powers

The motion to adopt this resolution passed.

## MAYOR AND STAFF REPORTS

There were no reports.

## ADJOURNMENT

The meeting was adjourned at 8:16 p.m.

ORDINANCE 59-2017-18

AN ORDINANCE AUTHORIZING THE MAYOR, THROUGH THE CITY ATTORNEY OR HIS DESIGNEE, TO CONDUCT NEGOTIATIONS AND ENTER INTO AN AGREEMENTS FOR PURCHASE OF CERTAIN PROPERTIES ON ROSSVIEW ROAD.

*WHEREAS,* the City of Clarksville finds that establishment of an athletic complex would be a great benefit to the residents' quality of life; and

*WHEREAS,* Exit 8 Properties, GP is the owner of certain real property located on Rossvie Road and being a portion of Tax Map and Parcel Number 58 1.00, all as set forth in the metes and bounds description attached hereto as Exhibit A; and

*WHEREAS,* Exit 8 Properties, GP has offered to sell real property located on Rossvie Road and being a portion of Tax Map and Parcel Number 58 1.00, as set forth in the metes and bounds description attached as Exhibit A, for the purpose of the establishment of an athletic complex; and

*WHEREAS,* Lucien Connell, III, Mary Ann Connell, Margaret E. Connell, and Steven Phillips are the owners of certain real property located on Rossvie Road, having Tax Map and Parcel Numbers of 057 021.00, 058 004.04, and 058 004.05, all as set forth in the metes and bounds description attached hereto as Exhibit B; and

*WHEREAS,* Lucien Connell, III, Mary Ann Connell, Margaret E. Connell, and Steven Phillips have offered to sell real property located on Rossvie Road, having Tax Map and Parcel Numbers of 057 021.00, 058 004.04, and 058 004.05, as set forth in the metes and bounds description attached hereto as Exhibit B, for the purpose of the establishment of an athletic complex; and

*WHEREAS,* the Clarksville City Council finds it in the public interest to purchase said properties for the public benefit.

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

1. That the Mayor, acting through the City Attorney or his designee, may negotiate and enter into an agreement for the purchase of property located on Rossvie Road and being a portion of Tax Map and Parcel 58 1.00, as set forth in the metes and bounds description attached hereto as Exhibit A, not to exceed One Million, Nine Hundred and Fifteen Thousand, Three Hundred and Twenty-eight and 00/100 (\$1,915,328.00), plus reasonable acquisition costs and fees.

2. That the Mayor, acting through the City Attorney or his designee, may negotiate and enter into an agreement for the purchase of property located on Rossvie Road having Tax Map and Parcel Numbers of 057 021.00, 058 004.04, and 058 004.05, as set forth in the metes and bounds description attached hereto as Exhibit B, not to exceed Four Million, Eighty-Three Thousand and 00/100 Dollars (\$4,083,000.00), plus reasonable acquisition costs and fees.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

## **EXHIBIT A**

Tax Map 58 Parcel 1.00

*Being a tract of land situated in the 1<sup>st</sup> Civil District of Montgomery County Tennessee, North of the Red River, South of SR 237, aka Rossview Road, East of Interstate 24, said tract being recorded in Volume 1658 Page 2718 in the Montgomery County Registrars Office and being more particularly described as follows:*

Beginning at an iron pin set this survey marked ACR TN PLS #1767 in the east line of the Sean Richards property as recorded in Volume 1611 Page 1195, South 25 degrees 50 minutes 38 seconds West, 1272.74 feet from the intersection of International Boulevard and Rossview Road, in a division line of the Exit 8 Properties as recorded in Volume 1658 Page 2718, being the northwest corner of the tract hereon described;

Thence from the point of beginning, along a division line of the Exit 8 Properties, North 82 degrees 42 minutes 54 seconds East, 676.46 feet to a point in the west right of way of International Boulevard;

Thence along the west right of way of International Boulevard, North 7 degrees 44 minutes 01 seconds West, 925.36 feet to a point;

Thence along a curve to the left having a radius of 75.00 feet, a chord bearing of North 52 degrees 32 minutes 01 seconds West, a chord length of 105.70 feet to a point in the south right of way of Rossview Road;

Thence along the south right of way of Rossview Road, North 82 degrees 39 minutes 59 seconds West, 215.00 feet to a point;

Thence along a curve to the left having a radius of 75.00 feet, a chord bearing of South 37 degrees 27 minutes 59 seconds West, a chord length of 106.44 feet to a point;

Thence along the east right of way of International Boulevard South 7 degrees 44 minutes 01 seconds East, 924.37 feet to a point in the north line of Tract A;

Thence North 82 degrees 42 minutes 54 seconds East, 1320.19 feet to an iron pin set this survey marked ACR TN PLS #1767 in the east line of this original tract, in the west line of the Lucien Connell III Tract as recorded in Volume 146 Page 687;

Thence along the west line of Connell, South 8 degrees 44 minutes 44 seconds West, 2,107.29 feet to a point;

Thence North 83 degrees 36 minutes 47 seconds West, 1,271.13 feet to a point in the east line of Alice Connell as recorded in Volume 146 Page 921;

Thence along the east line of Connell, North 6 degrees 55 minutes 30 seconds East, 780.38 feet to an existing #4 rebar:

Thence North 81 degrees 49 minutes 30 seconds West, 557.88 feet to an existing iron pin marked DBS #2585, a corner to Ida Collier, no deed recorded;

Thence along the east line of Collier, North 2 degrees 20 minutes 44 seconds West, 487.60 feet to an existing metal T Post, a corner to Timothy Childress;

Thence South 89 degrees 15 minutes 04 seconds East, 25.85 feet to an existing iron pin marked PLS "Young";

Thence North 1 degree 33 minutes 37 seconds West, 339.23 feet to the point of beginning.

The above described tract contains 72.471 acres of which 1.547 acres are contained in the right of way of International Boulevard and 70.924 acres in the remaining tract.

## **EXHIBIT B**

Tax Map 57 Parcel 21.00

*Being a tract of land situated in the 1<sup>st</sup> Civil District of Montgomery County Tennessee, North of the Red River, South of SR 237, aka Rossview Road, East of Interstate 24, said tract being recorded in Volume 146 Page 921 in the Montgomery County Registrars Office and being more particularly described as follows:*

Beginning at an existing iron pin marked DBS #2585 the southeast corner of the Ida Collier property unrecorded, and a west corner of Tract A, South 15 degrees 37 minutes 14 seconds West, 2047.08 feet from the intersection of International Boulevard and Rossview Road, and being on the north line of the property hereon described;

Thence from the point of beginning, South 81 degrees 49 minutes 30 seconds East, 557.88 feet to an existing ½” rebar;

Thence South 6 degrees 55 minutes 30 seconds West, 1579.84 feet to a point in the east right of way of Interstate 24;

Thence along the east right of way of Interstate 24 North 46 degrees 09 minutes 40 seconds West, 698.68 feet to an existing concrete right of way monument;

Thence along the east right of way of Interstate 24 North 29 degrees 35 minutes 56 seconds West, 429.04 feet to an existing concrete right of way monument;

Thence along the east right of way of Interstate 24 North 11 degrees 24 minutes 29 seconds West, 244.31 feet to an existing concrete right of way monument;

Thence along the east right of way of Interstate 24 North 26 degrees 37 minutes 46 seconds West, 175.01 feet to an existing iron pin marked PLS #1562, a corner to Batson Dev. Co. Inc. as recorded in ORV 141 Page 401;



Thence along the east line of Batson, North 6 degrees 37 minutes 28 seconds East, 375.18 feet to an iron pin set this survey marked ACR TN PLS #1767 in the south line of Collier;

Thence along the south line of Collier, South 81 degrees 53 minutes 05 seconds East, 536.89 to the point of beginning.

The above described tract contains 27.791 acres.

Tax Map 58 Parcel 4.04

*Being a tract of land situated in the 1<sup>st</sup> Civil District of Montgomery County Tennessee, North of the Red River, South of SR 237, aka Rossvie Road, East of Interstate 24, said tract being recorded in Volume 1422 Page 982 in the Montgomery County Registrars Office and being more particularly described as follows:*

Beginning at a point in the east right of way of Interstate 24 and a southwest corner of Tract B, South 6 degrees 56 minutes 37 seconds West, 4393.88 feet from the intersection of International Boulevard and Rossvie Road, and being the northwest corner of the tract hereon described;

Thence from the point of beginning, North 85 degrees 35 minutes 57 seconds West, 2098.97 feet to a point in the west line of the Moore Const. Co. property as recorded in Volume 1561 Page 339;

Thence along the Moore line South 9 degrees 46 minutes 20 seconds West, 1098.46 feet to an iron pin set this survey marked ACR TN PLS #1767 on the north bank of the Red River near a 30" Sycamore tree;

Thence along the north bank of the Red River, South 85 degrees 06 minutes 26 seconds West, 368.89 to an iron pin set this survey marked ACR TN PLS #1767 on the north bank of the Red River;

Thence along the north bank of the Red River, South 88 degrees 26 minutes 34 seconds West, 349.60 to an iron pin set this survey marked ACR TN PLS #1767 on the north bank of the Red River;

Thence along the north bank of the Red River, South 73 degrees 34 minutes 09 seconds West, 347.59 to an iron pin set this survey marked ACR TN PLS #1767 on the north bank of the Red River and the east right of way of Interstate 24;

Thence along the east right of way, North 23 degrees 56 minutes 10 seconds West 579.62 feet to a concrete right of way monument;

Thence along the east right of way, North 41 degrees 47 minutes 02 seconds West 225.56 feet to a concrete right of way monument;

Thence along the east right of way, North 32 degrees 04 minutes 17 seconds West 675.64 feet to a concrete right of way monument;

Thence North 44 degrees 49 minutes 56 seconds West 158.46 feet to the point of beginning.

The above described tract contains 42.354 acres.

Tax Map 58 Parcel 4.05

*Being a tract of land situated in the 1<sup>st</sup> Civil District of Montgomery County Tennessee, North of the Red River, South of SR 237, aka Rossvie Road, East of Interstate 24, said tract being recorded in Volume 146 Page 687 and Volume 98 Page 92 in the Montgomery County Registrars Office and being more particularly described as follows:*

Beginning at an iron pin set this survey marked ACR TN PLS #1767 in the south right of way of Rossvie Road, the northeast corner of the Exit 8 Properties as recorded in Volume 1658 Page 2718, the west corner of the Lucien Connell III property as recorded in Volume 141 Page 473, North 76 degrees 09 minutes 45 seconds East, 887.91 feet from the intersection of International Boulevard and Rossvie Road, being the northwest corner here on described;

Thence from the point of beginning, along the south line of Connell, North 78 degrees 09 minutes 49 seconds East, 501.59 feet to an iron pin set this survey marked ACR TN PLS #1767;

Thence along the east line of Connell, North 11 degrees 50 minutes 34 seconds West, 138.60 feet to an existing iron pin marked DBS #2585, a corner to Ann Rees as recorded in Volume 398 Page 1803;

Thence along the south line of Rees, North 89 degrees 05 minutes 41 seconds East, 369.15 feet to an iron pin set this survey marked ACR TN PLS #1767;

Thence along the south line of Rees, South 84 degrees 29 minutes 47 seconds East, 539.09 feet to an iron pin set this survey marked ACR TN PLS #1767;

Thence along the east line of Rees, North 5 degrees 41 minutes 21 seconds East, 909.35 feet to an iron pin set this survey marked ACR TN PLS #1767 in the south right of Rossvie Road, 25 feet from the centerline;

Thence along the right of way, North 61 degrees 43 minutes 52 seconds East, 120.56 feet to an iron pin set this survey marked ACR TN PLS #1767 in the south right of Rossview Road, 25 feet from the centerline, a corner to Lucien Connell III and Mary Connell as recorded in Volume 1422 Page 982;

Thence along the east line of Connell, South 5 degrees 41 minutes 21 seconds West, 976.69 feet to an iron pin set this survey marked ACR TN PLS #1767;

Thence along the south line of Connell, South 84 degrees 18 minutes 39 seconds East, 1038.97 feet to an iron pin set this survey marked ACR TN PLS #1767, near a square fence post, in the west line of the Stones Manor Section 2 Subdivision as recorded in Plat Section F Pages 767-770;

Thence along Stones Manor Subdivision, South 9 degrees 31 minutes 33 seconds West, 394.58 feet to an existing iron pin marked Suiter #1837;

Thence along Stones Manor Subdivision, South 9 degrees 38 minutes 54 seconds West, 659.16 feet to an iron pin set this survey marked ACR TN PLS #1767;

Thence along the Moore Const. Co. Inc. property as recorded in Volume 1561 Page 339, South 9 degrees 32 minutes 05 seconds West, 809.75 feet to an iron pin set this survey marked ACR TN PLS #1767;

Thence along the Moore Const. Co. Inc. property, South 8 degrees 05 minutes 02 seconds West, 2774.67 feet to an iron pin set this survey marked ACR TN PLS #1767;

Thence along the Moore Const. Co. Inc. property, South 9 degrees 46 minutes 20 seconds West, 233.54 feet to a point in the southeast corner of the tract hereon described;

Thence South 85 degrees 35 minutes 57 seconds East, 2098.97 feet to a point in the east right of way of Interstate 24;

Thence along the east right of way of Interstate 24 North 44 degrees 49 minutes 56 seconds West, 337.73 feet to an existing concrete right of way monument;

Thence along the east right of way of Interstate 24 North 43 degrees 49 minutes 15 seconds West, 697.30 feet to a point;

Thence leaving the east right of way of Interstate 24 North 6 degrees 55 minutes 30 seconds East, 799.46 feet to a point;

Thence South 83 degrees 36 minutes 47 seconds East, 1271.13 feet to a point;

Thence North 8 degrees 44 minutes 34 seconds East, 2657.00 feet to a point;

Thence North 85 degrees 33 minutes 26 seconds West, 626.93 feet to an existing iron pin marked DBS #2585;

Thence North 9 degrees 44 minutes 11 seconds West, 511.83 feet to the point of beginning.

The above described tract contains 235.395 acres.

RESOLUTION 32-2017-18

A RESOLUTION AMENDING PERSONNEL POLICY 07-07 RELATIVE TO AMERICANS WITH DISABILITIES ACT

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

That City of Clarksville Personnel Policy 07-07, relative to Americans With Disabilities Act, is hereby amended by deleting the language adopted January 1, 2008, in its entirety, and by substituting instead the language in the attached Exhibit A.

*ADOPTED:*

EXHIBIT A



**PERSONNEL POLICY 07-07**

**SUBJECT:** Americans with Disabilities Act (ADA) – Employment Practices

**PURPOSE:** To establish guidelines on ADA practices within City government as it pertains to employment practices

**APPLICABILITY:** All City of Clarksville Employees

**REFERENCES:**

1. Americans with Disabilities Act of 1990
2. Americans with Disabilities Act Amendments Act of 2008

**A. POLICY STATEMENT:** The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without accommodations, so that they may perform the essential job duties of the position. It is the policy of the City of Clarksville to comply with all federal and state laws concerning the employment of persons with disabilities.

It is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The City of Clarksville will reasonably accommodate qualified individuals with a temporary or long-term disability so that they can perform the essential functions of a position. Requests for accommodations should be made to Human Resources (HR). When an individual requests accommodation, a Reasonable Accommodation Request Form (Appendix B) will be completed and given to the HR ADA Compliance Officer to determine if a reasonable accommodation can be made. Contact HR with any questions regarding accommodation requests.

An individual who can be reasonably accommodated for a position, without undue hardship, will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

**B. DEFINITIONS:**

1. As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.
2. "Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual as defined by the ADA. An individual who has such an impairment, has a record of such an impairment, or is regarded as having such an impairment is a "disabled individual" as set forth in the ADA.
3. "Direct threat to safety" means a significant risk to the health or safety of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
4. A "qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
5. "Reasonable accommodation" includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, the provision of qualified readers or interpreters, and similar activities.
6. "Undue hardship" means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the Department at which the reasonable accommodation is to be made; (3) the number of persons employed at that Department; (4) the effect on expenses and resources or other impact upon that Department; (5) the overall financial resources of the City; (6) the overall number of employees and Departments, and (7) the operations of the particular Department as well as the entire City. These are not all of the factors but merely examples.
7. "Essential job functions" refers to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL: DECEMBER 6, 2007

EFFECTIVE DATE: JANUARY 1, 2008

REVISED DATE:

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WILL WYATT, DIRECTOR OF HUMAN RESOURCES





## Appendix A

### Checklist: Reasonable Accommodation Process

1. Ask the employee if there is any way that the employer can assist the employee in the performance of the job tasks. No ADA acknowledgment is necessary at this point.
2. The City of Clarksville shall not obtain any medical information from an applicant prior to an official job offer.
3. Determine whether there is medical documentation or other reliable, objective information to conclude that the employee has a physical or mental condition that significantly impairs at least one major life function.
4. Unless there is an observable basis for concluding that the employee has an impairment that is affecting job performance do not inquire about the need for an accommodation.
5. Be sure to have the employee sign a medical release form before requesting medical information.
6. Have the medical provider indicate what major life activity(ies) is/may be limited.
7. Keep all medical information in a file that is separate from the employee's personnel file. These medical files shall be maintained by HR.
8. Indicate accurately in the job description which of the job functions are essential. (Non-essential job tasks may be reassigned to other employees for purposes of accommodations, not essential job functions). Write an updated job description, if necessary.
9. Determine whether the accommodation creates an undue hardship for the employer.
10. Discuss possible accommodations with the employee, medical providers, the supervisors who have knowledge of the work site and the job, EAP, and vocational or rehabilitation counselor, as appropriate.
11. Determine whether the employee presently creates a "direct threat" to himself or others in the performance of the job tasks.
12. Document the direct threat by: Identifying the risk caused by the limitation; the potential harm that could result; the medical or observable facts whereon the risk is based.
13. Identify and document the reasonable accommodation or the reason no accommodation is needed.





## Appendix B

### Reasonable Accommodation Request Form

1. Questions to clarify accommodation requested:
  - a. What specific accommodation are you requesting?
  - b. If you are not sure what accommodation is needed, do you have any suggestions about what options we can explore? If so, please explain.
  - c. Is your accommodation request time sensitive? If so, please explain.
2. Questions to document the reason for accommodation request:
  - a. What, if any, job function are you having difficulty performing?
  - b. What, if any, employee benefit are you having difficulty accessing?
  - c. What limitation is interfering with your ability to perform your job or access an employment benefit?
  - d. Have you had any accommodations in the past for this same limitation? If so, what were they and how effective were they?
  - e. If you are requesting a specific accommodation, how will that accommodation assist you?
3. Please provide any additional information that might be useful in processing your accommodation request.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return this form to Human Resources



## PERSONNEL POLICY 07-07

**SUBJECT:** American's with Disabilities Act (ADA) – Employment Practices

**PURPOSE:** To establish guidelines on ADA practices within City government as it pertains to employment practices

**APPLICABILITY:** All City of Clarksville Employees

### **REFERENCES:**

1. American's with Disabilities Act of 1990
2. [Americans with Disabilities Act Amendments Act of 2008](#)

**A. POLICY STATEMENT:** The American's with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that requires employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without accommodations, so that they may perform the essential job duties of the position. reasonably accommodate qualified individuals with disabilities. It is the policy of the City of Clarksville to comply with all Federal and state laws concerning the employment of persons with disabilities.

It is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The City of Clarksville will reasonably accommodate qualified individuals with a temporary or long-term disability so that they can perform the essential functions of a position. Requests for accommodations should be made to Human Resources (HR). When an individual requests accommodation, a Reasonable Accommodation Request Form (Appendix B) will be completed and given to the HR ADA Compliance Officer to determine if a reasonable accommodation can be made. Contact HR with any questions regarding accommodation requests.

An individual who can be reasonably accommodated for a position, without undue hardship, will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or, of safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or, of safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.



The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

**B. DEFINITIONS:**

1. As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.
2. "Disability" refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual as defined by the ADA. An individual who has such an impairment, has a record of such an impairment, or is regarded as having such an impairment is a "disabled individual:" as set forth in the ADA.
3. "Direct threat to safety" means a significant risk to the health or ~~or~~ safety of individuals with disabilities or others when this risk~~that~~ cannot be eliminated by reasonable accommodation.
4. A "qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
5. "Reasonable accommodation" includes any changes to the work environment and may include~~means~~ making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, the provision of qualified readers or interpreters, and similar activities.
6. "Undue hardship" means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the Department at which the reasonable accommodation is to be made; (3) the number of persons employed at that Department; (4) the effect on expenses and resources or other impact upon that Department; (5) the overall financial resources of the City; (6) the overall number of employees and Departments, and (7) the operations of the particular Department as well as the entire City. These are not all of the factors but merely examples.
7. "Essential job functions" refers to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL: DECEMBER 6, 2007

EFFECTIVE DATE: JANUARY 1, 2008

REVISED DATE:

WILLIAM MCNUTT WILL WYATT, DIRECTOR OF HUMAN RESOURCES



## Appendix A

### Checklist: Reasonable Accommodation Process

1. Ask the employee if there is any way that the employer can assist the employee in the performance of the job tasks. No ADA acknowledgment is necessary at this point.
2. [The City of Clarksville shall not obtain any medical information from an applicant prior to an official job offer.](#)
3. Determine whether there is medical documentation or other reliable, objective information to conclude that the employee has a physical or mental condition that significantly impairs at least one major life function.
4. Unless there is an observable basis for concluding that the employee has an impairment that is affecting job performance do not inquire about the need for an accommodation.
5. Be sure to have the employee sign a medical release form before requesting medical information.
6. Have the medical provider indicate what major life activity(ies) is/may be limited.
7. Keep all medical information in a file that is separate from the employee's personnel file. [These medical files shall be maintained by HR.](#)
8. Indicate accurately in the job description which of the job functions are essential. (Non-essential job tasks may be reassigned to other employees for purposes of accommodations, not essential job functions). Write an updated job description, if necessary.
9. Determine whether the accommodation creates an undue hardship for the employer.
10. Discuss possible accommodations with the employee, medical providers, the supervisors who have knowledge of the work site and the job, EAP, and vocational or rehabilitation counselor, as appropriate.
11. Determine whether the employee presently creates a "direct threat" to himself or others in the performance of the job tasks.
12. Document the direct threat by: Identifying the risk caused by the limitation; the potential harm that could result; the medical or observable facts whereon the risk is based.
13. Identify and document the reasonable accommodation or the reason no accommodation is needed.



Appendix B

**Reasonable Accommodation Request Form**

1. Questions to clarify accommodation requested:

a. What specific accommodation are you requesting?

b. If you are not sure what accommodation is needed, do you have any suggestions about what options we can explore? If so, please explain.

c. Is your accommodation request time sensitive? If so, please explain.

2. Questions to document the reason for accommodation request:

a. What, if any, job function are you having difficulty performing?

b. What, if any, employee benefit are you having difficulty accessing?

c. What limitation is interfering with your ability to perform your job or access an employment benefit?

d. Have you had any accommodations in the past for this same limitation? If so, what were they and how effective were they?

e. If you are requesting a specific accommodation, how will that accommodation assist you?

3. Please provide any additional information that might be useful in processing your accommodation request.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return this form to Human Resources



RESOLUTION 33-2017-18

A RESOLUTION AMENDING PERSONNEL POLICY 07-11 RELATIVE EMPLOYEE IDENTIFICATION CARDS

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

That City of Clarksville Personnel Policy 07-11, relative to Employee Identification Cards, is hereby amended by deleting the language adopted November 1, 2007, in its entirety, and by substituting instead the language in the attached Exhibit A.

*ADOPTED:*

EXHIBIT A



PERSONNEL POLICY 07-11

**SUBJECT:** Employee Identification Cards

**PURPOSE:** To ensure all City of Clarksville employees are issued an Employee Identification Card to identify them as City of Clarksville employees.

**APPLICABILITY:** All City of Clarksville employees

**POLICY STATEMENT:**

All City of Clarksville employees will be required to wear employee identification **at all times** while in the performance of their job duties for the City of Clarksville. The only exceptions to this policy will be for public safety employees who are required for covert operations while on duty. These employees will be required to wear identification at all other times, unless specifically approved by the Department Head, Chief of Staff, or the Mayor.

Employee identification will be in the form of one of the following:

- a. Employee Identification Card issued by the City's Human Resources Department, Risk Management.
- b. Uniforms approved by departments (these uniforms at a minimum must have the department name listed).

All employees will sign the attached Identification Card Agreement (Appendix A). One copy of the signed form will be given to the employee, and the original copy will be filed in the employee's personnel file.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL: NOVEMBER 1, 2007

EFFECTIVE DATE: NOVEMBER 1, 2007

REVISED EFFECTIVE DATE:

\_\_\_\_\_  
WILL WYATT, DIRECTOR OF HUMAN RESOURCES



## APPENDIX A

### Identification Card Agreement

All employees will be required to wear their city issued identification cards in the performance of their job duties as directed by their Department Head. The cards shall be worn on the front side of the body with the photo and other card information clearly visible. The identification card shall only be worn when performing your city related job duties and/or used to confirm your identification as a City of Clarksville employee.

Identification cards will be replaced free of charge as a result of normal wear and tear as determined by the Human Resources Department.

Lost or damaged cards resulting from acts of negligence, carelessness, or improper use will be replaced at the cost of \$10.00.

All lost or stolen cards shall be reported to the Human Resources Department no later than the next business day following the detection of the missing card.

The identification card shall not be defaced or altered in any way.

Identification cards will be recovered and returned to Human Resources upon an employee's separation with the City.

For identification cards that are used for access control, departments shall develop and maintain procedures for authorizing and controlling access to restricted areas.

Questions or concerns about identification cards may be directed to your Department Head or the Human Resources Department.

---

### Identification Card Agreement

#### *Employee Acknowledgment*

I have received my City of Clarksville identification card and have read and understand the Identification Card Agreement.

---

Print and sign your name

---

Date





## PERSONNEL POLICY 07-11

**SUBJECT:** Employee Identification Cards

**PURPOSE:** To ensure all City of Clarksville employees are issued an Employee Identification Card to identify them as City of Clarksville employees.

**APPLICABILITY:** All City of Clarksville employees

**POLICY STATEMENT:**

All City of Clarksville employees will be required to wear employee identification **at all times** while in the performance of their job duties for the City of Clarksville. The only exceptions to this policy will be for public safety employees who are required for covert operations while on duty. These employees will be required to wear identification at all other times, unless specifically approved by the Department Head, Chief of Staff, or the Mayor.

Employee identification will be in the form of one of the following:

- a. Employee Identification Card issued by the City's Human Resources Department, Risk Management.
- b. Uniforms approved by departments (these uniforms at a minimum must have the department name listed).

All employees will sign the attached Identification Card Agreement (Appendix A). One copy of the signed form will be given to the employee, and the original copy will be filed in the employee's personnel file.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL: NOVEMBER 1, 2007

EFFECTIVE DATE: NOVEMBER 1, 2007

REVISED EFFECTIVE DATE:

WILLIAM MCNUTT WYATT, DIRECTOR OF HUMAN RESOURCES DIRECT



## APPENDIX A

### Identification Card Agreement

All employees will be required to wear their city issued identification cards in the performance of their job duties as directed by their Department Head. The cards shall be worn on the ~~left side~~front side of the body ~~between the neckline and waistline~~ with the photo and other card information clearly visible. The identification card shall only be worn when performing your city related job duties and/or used to confirm your identification as a City of Clarksville employee.

Identification cards will be replaced free of charge as a result of normal wear and tear as determined by the Human Resources Department.

Lost or damaged cards resulting from acts of negligence, carelessness, or improper use will be replaced at the cost of \$~~5~~10.00.

All lost or stolen cards shall be reported to the Human Resources Department no later than the next business day following the detection of the missing card.

The identification card shall not be defaced or altered in any way.

Identification cards will be recovered and returned to Human Resources upon an employee's separation with the City.

For identification cards that are used for access control, departments shall develop and maintain procedures for authorizing and controlling access to restricted areas.

Questions or concerns about identification cards may be directed to your Department Head or the Human Resources Department.

---

### Identification Card Agreement

#### *Employee Acknowledgment*

I have received my City of Clarksville identification card and have read and understand the Identification Card Agreement.

---

Print and sign your name

Date

RESOLUTION 34-2017-18

A RESOLUTION AMENDING PERSONNEL POLICY 93-4, RELATIVE TO FMLA, MATERNITY, PATERNITY, AND MILITARY FAMILY LEAVE

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

That City of Clarksville Personnel Policy 93-4, relative to Family Medical Leave Act, Maternity, Paternity, and Military Family Leave, is hereby amended by deleting the language adopted July 1, 1993, in its entirety, and by substituting instead the language in the attached Exhibit A.

*BE IT FURTHER RESOLVED* that Personnel Policy 91-2, relative to Maternity//Paternity Leave, adopted February 7, 2008, is hereby rescinded.

*ADOPTED:*

EXHIBIT A



**PERSONNEL POLICY 93-4**

**SUBJECT:** Family and Medical Leave; Maternity/Paternity Leave; Military Family Leave

**PURPOSE:** To provide uniform guidance for the implementation of the Family and Medical Leave Act of 1993 and the Tennessee Maternity Leave Act as it applies to City of Clarksville employees.

**APPLICABILITY:** All City of Clarksville regular employees, and certain part-time employees.

**REFERENCES:**

1. Maternity Leave, Clarksville City Code, § 1.5-604.
2. Family and Medical Leave, Clarksville City Code, § 1.5-605.
3. Leave of Absence, Clarksville City Code, § 1-1321, 1.5-607.
4. Tennessee Maternity/Paternity Leave Act, Tenn. Code Ann. § 4-21-408.
5. Family and Medical Leave Act of 1993. 29 U.S.C. § 2601, et. seq.
6. Clarksville Personnel Procedure 91-4, Sick Leave Transfer Program dated September 5, 1991.

**A. POLICY STATEMENT:** The City of Clarksville will comply with the provisions of the Family and Medical Leave Act (FMLA), the Tennessee Maternity Leave Act (TMLA), and such other applicable laws which pertain to granting leave benefits to employees.

**B. DEFINITIONS:**

1. Family and Medical Leave Act (FMLA) is the law passed by the U.S. Congress and signed into law by President Bill Clinton on February 5, 1993, and implemented upon adoption of this procedure by the Clarksville City Council, or August 5, 1993, whichever occurs first.
2. Tennessee Maternity Leave Act refers to the Tennessee law regarding maternity leave as codified in Tenn. Code Ann. § 4-21-408.
3. Eligible employee under the FMLA means an employee who has been employed

for at least 12 months by the City and who has worked at least 1250 hours during the previous 12 month period.

4. Employment benefits means all benefits provided or made available to employees by the City of Clarksville including group life insurance, health insurance, disability insurance, sick leave, annual leave, and retirement benefits.
5. Health care provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
6. Parent means the biological parent of an employee or one who stood in loco parentis (in place of a parent) to an employee when the employee was a son or daughter.
7. Serious health condition is an illness, injury or impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care practitioner.
8. Son or daughter means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age or one who is 18 years of age or older and incapable of self-care because of a mental or physical disability.
9. Intermittent Leave or reduced schedule leave is leave taken in a manner other than in a single block of several weeks.

#### **C. GENERAL:**

1. Eligible City of Clarksville employees shall be entitled, under the FMLA, to a total of 12 work weeks of leave during any 12-month period for one or more of the following:
  - i. In order to care for the spouse, or a son, daughter or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
  - ii. Because of serious health conditions that makes the employee unable to perform the functions of the position.
  - iii. For adoption, pregnancy, childbirth, and nursing an infant refer to Section C, Subsection 10, "Maternity/Paternity Leave" under this policy.
  - iv. For qualifying exigencies arising out of the fact that the spouse or a son, daughter, or parent of the employee is on or has been notified of an impending call or order to covered active duty, refer to Section C, Subsection 11, "Military Family Leave" under this policy.



2. If an employee experiences a serious illness and needs the entire 12 workweeks, the spouse is also entitled to take the full 12 weeks to care for him or her.
3. If the mother-in-law or father-in-law of an employee has a serious illness, the married couple can only take the 12 weeks between them.
4. Advance notice. Where leave is foreseeable, an employee must provide at least 30 days advance notice that he or she intends to take it. Advance notice is required because of:
  - i. planned medical treatment for a son, daughter, spouse, or parent with a serious condition; or
  - ii. planned medical treatment in the case of the employee's own serious health condition.
5. Intermittent leave may be taken by the employee when "medically necessary."
6. In any situation involving leave because of a serious health condition involving the employee or an applicable family member, the employee will provide medical certification issued by the healthcare provider of the medical condition and the need for the leave. The contents of the certification will contain as a minimum:
  - i. the date the condition began,
  - ii. the probable duration of the condition,
  - iii. the appropriate medical facts regarding the condition; and,
  - iv. a statement that the employee is needed to care for the ill family member or (in the case of his or her own illness) is unable to perform his or her job.
  - v. If intermittent leave is sought, the health care provider must state that this kind of leave is medically necessary and the amount of time that leave on that basis will be needed.
7. In the event of an absence under the provisions of this policy, the employee can use sick leave, annual leave, or leave of absence without pay. The City may require the use of accrued paid leave prior to using unpaid leave for FMLA. Employees who have a serious health condition as described above may, after use of all sick and annual leave, apply for additional leave through the Sick Leave Transfer Program under the provisions of Personnel Procedure 91-4.
8. Health, dental, and life insurance benefits will be continued at the level and under the conditions that coverage would have been provided if the employee had continued employment.

9. The Department Head may require an employee who is using leave under these provisions to "report periodically" on the status of the situation and the intention of the employee to return to work. "Periodically" is defined loosely, but it is deemed reasonable that the employee would report at least once every two weeks. The Department Head may also require the employee to provide subsequent recertification of the medical condition on a "reasonable basis". "Reasonable" is defined as every 4-6 weeks.

**10. Maternity/Paternity Leave.** Maternity/paternity leave as defined in the Tennessee Maternity Leave Act, Tenn. Code Ann. § 4-21-408 (TMLA), is less restrictive than in the provisions of the Family and Medical Leave Act. Under the TMLA, employees who have been employed by the City for at least twelve (12) consecutive months as full-time employees may be granted leave for up to one hundred twenty (120) calendar days for adoption, pregnancy, childbirth, and nursing an infant by utilizing any combination of annual leave, sick leave or unpaid maternity/paternity leave. Application for maternity/paternity leave must be in writing and must be accompanied by appropriate documentation to support the request. The application will indicate the amount of leave desired and what number of days are to be covered by sick leave, annual leave, or unpaid maternity/paternity leave. The application will be sent to the Department Head for approval.

- i. An employee who gives at least three (3) months (90 calendar days) advance notice of the anticipated date of departure for maternity/paternity leave, the length of leave and the type of leave to be utilized, and their intention to return to full-time employment after maternity leave, shall be restored to their previous or similar position with the same status, pay, length of service credit and seniority whenever applicable, as of the date of their leave.
- ii. An employee who is prevented from giving three (3) months advance notice because of a medical emergency which necessitates that maternity/paternity leave begin earlier than originally anticipated shall not forfeit their rights and benefits solely because of their failure to give three (3) months advance notice. Employees who are unable to give the full advance notice because they learned of the adoption less than three months before their leave do not forfeit their rights.
- iii. While the employee is on maternity leave and is utilizing either accumulated sick leave or annual leave to cover the absence, the employee will continue to be entitled to all normal employee benefits including accumulation of sick leave and annual leave. Once the employee begins to utilize leave of absence without pay there will be no accumulation of annual leave or sick leave.
- iv. Between 90 and 120 days of maternity/paternity leave, the employee must



notify the Department Head of their intention to return to full-time employment and the anticipated date of return. If the employee then fails to return to work within 5 days after the anticipated date of return, the position will be considered to have been abandoned and the Department Head may fill that position with another employee.

- v. If it is learned that the employee has utilized the period of maternity leave to actively pursue other employment opportunities or if it is learned that the employee has worked part-time or full-time for another employer during the maternity leave, the City shall not be required to reinstate the employee at the end of their maternity leave.
- vi. Intermittent leave may be taken when a baby is born or a child is placed for adoption or foster care, but only if the Department Head consents.
- vii. With regard to adoption, the 120-day period shall begin at the time an employee receives custody of the child.

**11. Military Family Leave Entitlements.** Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition”.

- 12.** Eligible employees who use Family and Medical leave, maternity/paternity leave, or leave of absence will be returned to their same position or one which is substantially equivalent to their former position.
- 13.** Questions regarding this policy or matters which require resolution with regard to the provisions of this procedure will be directed to the Human Resources Director.

OFFICIAL DOCUMENT

APPROVED BY THE CITY COUNCIL: JULY 1, 1993

EFFECTIVE DATE: JULY 1, 1993

REVISED DATE:

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WILL WYATT, DIRECTOR OF HUMAN RESOURCES



## PERSONNEL POLICY 93-4

**SUBJECT:** Family and Medical Leave; Maternity/Paternity Leave; Military Family Leave

**PURPOSE:** To provide uniform guidance for the implementation of the Family and Medical Leave Act of 1993 and the Tennessee Maternity Leave Act as it applies to City of Clarksville employees.

**APPLICABILITY:** All City of Clarksville regular employees, and certain part-time employees.

**REFERENCES:**

1. ~~Sec. 1.5-604, 1-1320~~ Maternity Leave, Clarksville City Code, § 1.5-604, ~~and Personnel Policy 91-2 dated July 1, 1991.~~
2. ~~Sec. 1.5-605~~, Family and Medical Leave, Clarksville City Code, § 1.5-605.
- 2.3. ~~Sec 1-1321, 1.5-607~~, Leave of Absence, Clarksville City Code, § 1-1321, 1.5-607.
- 3.4. ~~Sec 4-21-408~~, Tennessee Maternity/Paternity Leave Act, Tenn. Code Ann. § 4-21-408, ~~essee Code Annotated~~
- 4.5. Family and Medical Leave Act of 1993. 29 U.S.C. § 2601, et. seq.
- 5.6. Clarksville Personnel Procedure 91-4, Sick Leave Transfer Program dated September 5, 1991.

A. **POLICY STATEMENT:** The City of Clarksville will comply with the provisions of the Family and Medical Leave Act (FMLA), the Tennessee Maternity Leave Act (TMLA), and such other applicable laws which pertain to granting leave benefits to employees.

B. **DEFINITIONS:**

1. Family and Medical Leave Act (FMLA) is the law passed by the U.S. Congress and signed into law by President Bill Clinton on February 5, 1993, and implemented upon adoption of this procedure by the Clarksville City Council, or August 5, 1993, whichever occurs first.
2. Tennessee Maternity Leave Act refers to the Tennessee law regarding maternity leave as codified in Tenn. Code Ann. § 4-21-408.

3. Eligible employee ~~means~~under the FMLA means an employee who has been employed for at least 12 months by the City and who has worked at least 1250 hours during the previous 12 month period. ~~This eligibility requirement does not pertain to female employees who are or become pregnant.~~
4. Employment benefits means all benefits provided or made available to employees by the City of Clarksville including group life insurance, health insurance, disability insurance, ~~(if provided)~~, sick leave, annual leave, and retirement benefits.
5. Health care provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
6. Parent means the biological parent of an employee or one who stood in loco parentis (in place of a parent) to an employee when the employee was a son or daughter.
7. Serious health condition is an illness, injury or impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care practitioner.
8. Son or daughter means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age or one who is 18 years of age or older and incapable of self-care because of a mental or physical disability.
9. Intermittent Leave or reduced schedule leave is leave taken in a manner other than in a single block of several weeks.

#### C. GENERAL:

1. Eligible City of Clarksville employees shall be entitled, under the FMLA, to a total of 12 work weeks of leave during any 12-month period for one or more of the following: ~~Because of the birth of a child of the employee and in order to care for such son or daughter. Exception to this provision is granted to female employees who give birth to a child. In this situation, the provisions of Personnel Policy 91-2, Maternity Leave, dated July 1, 1991, apply.~~ ~~Because of the placement of a son or daughter with the employee for adoption or foster care.~~
  - i. In order to care for the spouse, or a son, daughter or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
  - ii. Because of serious health conditions that makes the employee unable to perform the functions of the position.
  - iii. For adoption, pregnancy, childbirth, and nursing an infant refer to Section



C, Subsection 10, "Maternity/Paternity Leave" under this policy.

ii. For qualifying exigencies arising out of the fact that the spouse or a son, daughter, or parent of the employee is on or has been notified of an impending call or order to covered active duty, refer to Section C, Subsection 11, "Military Family Leave" under this policy.

iii. —

2.iv. For adoption, pregnancy, childbirth, and nursing an infant refer to Ssection C, Ssubsection 12, "Maternity/Paternity Leave" under this policy. ~~If a husband and wife both work for the City of Clarksville, and request leave because of the birth of a child, the wife is entitled to request up to 4 months (120 calendar days) of maternity leave as provided by TCA 4-21-408 and the husband is entitled to request up to 12 weeks (84 calendar days) of FMLA-protected leave.~~

3.2. ~~If an employee husband experiences a serious illness and needs the entire 12 workweeks, the spouse wife is also entitled to take the full 12 weeks to care for him or her. The reverse is also applicable if the wife has a serious illness.~~

4.3. ~~If the mother-in-law or father-in-law of an employee has a serious illness, the married couple husband and wife can only take the 12 weeks between them.~~

5.4. Advance notice. Where leave is foreseeable, an employee must provide at least 30 days advance notice that he or she intends to take it. Advance notice is required because of:

i. planned medical treatment for a son, daughter, spouse, or parent with a serious condition; or the expected birth of a child;

i.ii. planned medical treatment in the case of the employee's own serious health condition.

ii. — the expected placement of a child for adoption or foster care;

planned medical treatment for a son, daughter, spouse, or parent with a serious condition ~~planned medical treatment in the case of the employee's own serious health condition.~~

5. Intermittent leave may be taken by the employee when "medically necessary." ~~Such intermittent leave may also be taken when a baby is born or a child is placed for adoption or foster care, but only if the Department Head consents.~~

5.6. In any situation involving leave because of a serious health condition involving the employee or an applicable family member, the employee will provide medical certification issued by the healthcare provider of the medical condition, and the need for the leave from the health care provider. The contents of the certification will contain as a minimum:

- i. the date the condition began,
- ii. the probable duration of the condition,
- iii. the appropriate medical facts regarding the condition; and,
- iv. a statement that the employee is needed to care for the ill family member or (in the case of his or her own illness) is unable to perform his or her job.
- v. If intermittent leave is sought, the health care provider must state that this kind of leave is medically necessary and the amount of time that leave on that basis will be needed.~~If intermittent leave is sought, the health care provider must state that this kind of leave is medically necessary and the amount of time that leave on that basis will be needed.~~

6.7. In the event of an absence under the provisions of this ~~procedure~~policy, the employee ~~can may choose to~~ use sick leave, annual leave, or leave of absence without pay. The City may require the use of accrued paid leave prior to using unpaid leave for FMLA. Employees who have a serious health condition as described above may, after use of all sick and annual leave, apply for additional leave through the Sick Leave Transfer Program under the provisions of Personnel Procedure 91-4.~~Accrued sick leave may be used for any of the purposes cited in paragraph 7 a-d. The employee may not use accrued sick leave however for bonding following the birth of a child or placement for adoption or foster care. Accrued sick leave may be taken in order to care for a sick child. Accrued annual leave may be used for birth, placement or to care for a sick family member, or after use of accrued sick leave because of the employee's own serious illness.~~

6.8. Health, dental, and life insurance benefits will be continued at the level and under the conditions that coverage would have been provided if the employee had continued employment.

7.9. The Department Head may require an employee who is using leave under these provisions to "report periodically" on the status of the situation and the intention of the employee to return to work. "Periodically" is defined loosely, but it is deemed reasonable that the employee would report at least once every two weeks. The Department Head may also require the employee to provide subsequent ~~recertifications~~recertification of the medical condition on a "reasonable basis". "Reasonable" is defined as every 4-6 weeks.

8.10. Maternity/Paternity Leave. Maternity/paternity leave as defined in the Tennessee Maternity Leave Act, Tenn. Code Ann. §TCA 4-21-408 (TMLA), and Personnel Policy 91-2 is less restrictive than in the provisions of the Family and Medical Leave Act, ~~1993, therefore female employees who are or become pregnant~~



~~will be governed by the provisions of Personnel Policy 91-2. The husband will be governed by the procedures outlined herein. Under the TMLA, employees who have been employed by the City for at least twelve (12) consecutive months as full-time employees~~ An employee may be granted maternity leave for up to one hundred twenty (120) calendar days for adoption, pregnancy, childbirth, and nursing an infant by utilizing any combination of annual leave, sick leave or unpaid maternity/paternity leave. Application for maternity/paternity leave must be in writing and must be accompanied by appropriate documentation to support the request. The application will indicate the amount of maternity leave desired and what number of days are to be covered by sick leave, annual leave, or unpaid maternity/paternity leave. The application will be sent to the Department Head for approval.

~~7.~~

~~8.i.~~ An employee who gives at least three (3) months (90 calendar days) advance notice of the anticipated date of departure for maternity/paternity leave, the length of maternity leave and the type of leave to be utilized, and their intention to return to full-time employment after maternity leave, shall be restored to their previous or similar position with the same status, pay, length of service credit and seniority whenever applicable, as of the date of their leave.

~~9.~~

~~10.ii.~~ An employee who is prevented from giving three (3) months advance notice because of a medical emergency which necessitates that maternity/paternity leave begin earlier than originally anticipated shall not forfeit their rights and benefits solely because of their failure to give three (3) months advance notice. Employees who are unable to give the full advance notice because they learned of the adoption less than three months before their leave do not forfeit their rights.

~~11.~~

~~12.iii.~~ While the employee is on maternity leave and is utilizing either accumulated sick leave or annual leave to cover the absence, the employee will continue to be entitled to all normal employee benefits including accumulation of sick leave and annual leave. Once the employee begins to utilize leave of absence without pay there will be no accumulation of annual leave or sick leave.

~~13.~~

~~14.iv.~~ Between 90 and 120 days of maternity/paternity leave, the employee must notify the Department Head of their intention to return to full-time employment and the anticipated date of return. If the employee then fails to return to work within 5 days after the anticipated date of return, the position will be considered to have been abandoned and the Department Head may fill that position with another employee.

~~15.~~

~~v.~~ If it is learned that the employee has utilized the period of maternity leave to actively pursue other employment opportunities or if it is learned that the employee has worked part-time or full-time for another employer during the



maternity leave, the City shall not be required to reinstate the employee at the end of their maternity leave.

vi. Intermittent leave may be taken when a baby is born or a child is placed for adoption or foster care, but only if the Department Head consents.

~~16.~~

i.vii. With regard to adoption, the 120-day period shall begin at the time an employee receives custody of the child.

Intermittent leave may be taken when a baby is born or a child is placed for adoption or foster care, but only if the Department Head consents.

~~17.11.~~ **Military Family Leave Entitlements.** Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

~~9.12.~~ Eligible employees who use Family and Medical Leave, Maternity/paternity Leave, or Leave of Absence will be returned to their same position or one which is substantially equivalent to their former position.

~~10.13.~~ Questions regarding this policy or matters which require resolution with regard to the provisions of this procedure will be directed to the Human Resources Director.

OFFICIAL DOCUMENT

APPROVED BY THE CITY COUNCIL: JULY 1, 1993

EFFECTIVE DATE: JULY 1, 1993

REVISED DATE:

| SAM PODURGALWILL WYATT, DIRECTOR OF HUMAN RESOURCES

RESOLUTION 35-2017-18

A RESOLUTION AMENDING PERSONNEL POLICY 07-09, RELATIVE TO TOBACCO FREE WORKPLACE

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

That City of Clarksville Personnel Policy 07-09, relative to Tobacco Free Workplace, is hereby amended by deleting the language adopted October 1, 2007, in its entirety, and by substituting instead the language in the attached Exhibit A.

*ADOPTED:*

EXHIBIT A



**PERSONNEL POLICY 07-09**

**SUBJECT:** Tobacco-Free Workplace Policy

**PURPOSE:** The City of Clarksville is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees. As required by Tennessee Non-Smoker Protection Act and also motivated by our desire to provide a healthy work environment for our employees, the following tobacco policy has been adopted and shall apply to all employees of City of Clarksville.

**APPLICABILITY:** All City of Clarksville Employees

**REFERENCES:** Tennessee Non-Smoker Protection Act of 2007

**POLICY STATEMENT:** It is the policy of City of Clarksville to prohibit smoking and the use of vaping devices on all City property, except as outlined in designated smoking areas listed below, in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." The use of vaping devices (what the FDA calls Electronic Nicotine Delivery Systems or "ENDS") includes, but not limited to: E-cigarettes, E-cigars, E-hookahs, Vape pens, Personal vaporizers, and Electronic pipes. Smokeless tobacco such as chew, dip, snuff and all other forms of tobacco products shall not be used in City buildings, vehicles, or equipment.

**GENERAL:**

The Tobacco-Free Workplace policy applies to:

- All City employees, including full-time, part-time, temporary and seasonal employees;
- All contractors, consultants and their employees and agents visiting or working on City property;
- All visitors to City property.

The Tobacco-Free Workplace policy will be enforced in all enclosed public places owned or operated by the City and in all vehicles and equipment owned or leased by the City.

Smoking will only be permitted in designated areas named by the department head responsible for the location. Department heads shall notify the Health & Safety Manager of these specific locations. The designated smoking areas must meet the requirements of this policy as listed below:



Non-enclosed areas of public places, including parking lots, open-air porches, patios or decks; and areas enclosed by tents or awnings with removable sides or vents when all such sides or vents are completely removed or open. The designated areas shall not be within 25 feet of an employee or public entrance to the facility and when feasible out of the viewing area of the public. The designated smoking areas shall not be near gas lines or meters, flammables, or areas where combustibles are stored or can accumulate. These areas shall be equipped with ash receptacles/butt cans to ensure that ashes or any smoldering material is contained and these receptacles shall be emptied regularly and maintained per manufacturer's recommendations. Departments may choose to have a completely tobacco-free campus such as City Hall and the City Employee Clinic. A list of tobacco-free campuses and designated smoking areas shall be maintained by the Health & Safety Manager.

We believe that the spirit of thoughtfulness and cooperation which is characteristic at the City is adequate to resolve any disputes which might arise under this policy. Where disputes cannot be so resolved, the rights of the non-tobacco user shall be given precedence, as required by Tennessee Non-Smoker Protection Act.

Employees who violate this tobacco policy will be subject to disciplinary action up to and including discharge.

Resolving complaints about smoking and other tobacco use:

- Any complaints about the application of the policy to the workplace should be brought to the attention of the Department Head or the Human Resources Director for resolution.
- The complaint should be submitted in writing and identify specific objections. The City's Human Resources department will investigate the complaint and resolve it in accordance with the policy.
- No employee shall suffer any form of retaliation for raising a complaint or asking a question about this policy.

Our tobacco policy is intended to comply with requirements of the Tennessee Non-Smoker Protection Act and provide a safe and healthy workplace.

OFFICIAL DOCUMENT

APPROVED BY THE CITY COUNCIL: NOVEMBER 1, 2007

EFFECTIVE DATE: OCTOBER 1, 2007

REVISED DATE:

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WILL WYATT, DIRECTOR OF HUMAN RESOURCES



## PERSONNEL POLICY 07-09

**SUBJECT:** ~~Tobacco~~Smoke-Free Workplace Policy

**PURPOSE:** The City of Clarksville is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees. As required by Tennessee Non-Smoker Protection Act and also motivated by our desire to provide a healthy work environment for our employees, the following ~~tobacco~~smoking policy has been adopted and shall apply to all employees of City of Clarksville.

**APPLICABILITY:** All City of Clarksville Employees

**REFERENCES:** Tennessee Non-Smoker Protection Act of 2007

**POLICY STATEMENT:** It is the policy of City of Clarksville to prohibit smoking and the use of vaping devices on all City property, except as outlined in designated smoking areas listed below, in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." The use of vaping devices (what the FDA calls Electronic Nicotine Delivery Systems or "ENDS") includes, but not limited to: E-cigarettes, E-cigars, E-hookahs, Vape pens, Personal vaporizers, and Electronic pipes. Smokeless tobacco such as chew, dip, snuff and all other forms of tobacco products shall not be used in City buildings, vehicles, or equipment.

**Effective Date**

This policy will become effective on October 1, 2007.

**GENERAL:**

The ~~Tobacco~~Smoke-Free Workplace policy applies to:

- All City employees, including full-time, part-time, temporary and seasonal employees;
- All contractors, consultants and their employees and agents visiting or working on City property;
- All visitors to City property.

The ~~Tobacco~~Smoke-Free Workplace policy will be enforced in all enclosed public places owned or operated by the City and in all vehicles and equipment owned or leased by the City.

Smoking will only be permitted in ~~the~~ designated areas named by the department head responsible for the location. Department heads shall notify the Health & Safety Manager of these specific locations. The designated smoking areas must meet the requirements of this policy as listed below:

Non-enclosed areas of public places, including parking lots, open-air porches, patios or decks; ~~areas enclosed by garage type doors on one or more sides when all such doors are completely open;~~ and areas enclosed by tents or awnings with removable sides or vents when all such sides or vents are completely removed or open. The designated areas shall not be within 25 feet of an employee or public entrance to the facility and when feasible out of the viewing area of the public. The designated smoking areas shall not be near gas lines or meters, flammables, or areas where combustibles are stored or can accumulate. These areas shall be equipped with ash receptacles/butt cans to ensure that ashes or any smoldering material is contained and these receptacles shall be emptied regularly and maintained per manufacturer's recommendations. Departments may choose to have a completely tobacco-free campus such as City Hall and the City Employee Clinic. A list of tobacco-free campuses and designated smoking areas shall be maintained by the Health & Safety Manager.

We believe that the spirit of thoughtfulness and cooperation which is characteristic at the City is adequate to resolve any disputes which might arise under this policy. Where disputes cannot be so resolved, the rights of the ~~non-tobacco users~~nonsmoker shall be given precedence, as required by Tennessee Non-Smoker Protection Act.

Employees who violate this ~~tobacco~~smoking policy will be subject to disciplinary action up to and including ~~immediate~~ discharge.

~~Also, a person who knowingly smokes in an area where smoking is prohibited by the provisions of this policy shall be subject to a civil penalty of fifty dollars (\$50). If the management of the premises knowingly fails to comply with any provision of this policy, the fine can be as high as \$500.~~

Resolving complaints about smoking and other tobacco use:

- Any complaints about the application of the policy to the workplace should be brought to the attention of the Department Head or the Human Resources Director for resolution.
- The complaint should be submitted in writing and identify specific objections. The City's Human Resources department will investigate the complaint and resolve it in accordance with the policy.



• No employee shall suffer any form of retaliation for raising a complaint or asking a question about this policy.

Our ~~tobaccosmoking~~ policy is intended to comply with requirements of the Tennessee Non-Smoker Protection Act and provide a safe and healthy workplace.

OFFICIAL DOCUMENT

APPROVED BY THE CITY COUNCIL: NOVEMBER 1, 2007

EFFECTIVE DATE: OCTOBER 1, 2007

REVISED DATE:

WILLIAM WYATT MCNUTT, ~~HR~~-DIRECTOR OF HUMAN RESOURCES

RESOLUTION 36-2017-18

A RESOLUTION AMENDING PERSONNEL POLICY 07-08, RELATIVE TO WORKPLACE VIOLENCE

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

That City of Clarksville Personnel Policy 07-08, relative to Workplace Violence, is hereby amended by deleting the language adopted February 7, 2008, in its entirety, and by substituting instead the language in the attached Exhibit A.

*ADOPTED:*

EXHIBIT A



**PERSONNEL POLICY 07-08**

**SUBJECT:** WORKPLACE VIOLENCE POLICY

**PURPOSE:** To establish a policy to reduce the possibility of workplace violence.

**APPLICABILITY:** All City of Clarksville Employees

**A. POLICY STATEMENT:** It is the intent of the City of Clarksville to provide a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

**B. GENERAL:**

**1. Prohibited Conduct**

- a. The City of Clarksville does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.
- b. This list of behaviors, while not inclusive, provides examples of conduct that are prohibited.
  1. Causing physical injury to another person;
  2. Making threatening remarks (This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public);
  3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
  4. Intentionally damaging employer property or property of another employee;
  5. Possession of a weapon (Any object capable of being readily used by one person to inflict severe body injury upon another person) while on City property or while on City business, and except as approved by Police Department staff.
  6. Committing acts motivated by, or related to, sexual harassment or domestic violence.

**2. Reporting Procedures**

- a. Any potentially dangerous situations must be reported immediately to a supervisor and the Human Resource Department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All

parties involved in a situation will be counseled, and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.

### **3. Risk Reduction Measures**

- a. Hiring: The Human Resource Department takes reasonable measures to conduct background investigations to review candidates' backgrounds, and reduce the risk of hiring individuals with a history of violent behavior.
- b. Safety: The City conducts periodic inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any corrective action will be evaluated, and if determined necessary, will be taken to reduce workplace risks.
- c. Individual Situations: While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resource Department if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:
  - 1. Bringing weapons to the workplace (other than CPD);
  - 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
  - 3. Making threatening remarks;
  - 4. Sudden or significant deterioration of performance, and;
  - 5. Displaying irrational or inappropriate behavior.

### **4. Enforcement**

- a. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL: FEBRUARY 7, 2008

EFFECTIVE DATE: FEBRUARY 7, 2008

REVISED DATE:

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WILL WYATT, DIRECTOR OF HUMAN RESOURCES



## Appendix A

### WORKPLACE VIOLENCE RISK ASSESSMENT CHECKLIST CITY OF CLARKSVILLE

Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Department: \_\_\_\_\_

#### **HISTORICAL AND DEMOGRAPHIC ITEMS (CHECK IF PRESENT):**

- ☐ Previously threatened, attempted or consummated violence towards others
- ☐ Past use or threatened use of weapons outside work
- ☐ Previous damage or destruction of work-related property
- ☐ Substance abuse or dependence (alcohol and/or drugs)
- ☐ Poor compliance with City attempts on counseling worker
- ☐ Belligerence towards employees, customers or clients
- ☐ Reckless or hazardous behavior on the job
- ☐ Previous direct or veiled threats to harm other employees

#### **RECENT EVENTS (CHECK IF PRESENT):**

- ☐ Stress or desperation in workplace, domestic, or financial matters
- ☐ Acquires firearms or related lethal equipment or weapons
- ☐ Signs of rehearsal (e.g. practice at firing range, assembles weapons)
- ☐ Exposure to or increased use of de-Stabilizers (e.g., alcohol, drugs)
- ☐ Fascination with or statements about other incidents of workplace violence

- ☐ Poor compliance with recent directives of management
- ☐ Lost job or perceives that job will soon be lost
- ☐ Stalking, including repeated harassment, of other employees
- ☐ Threats of suicide or homicide
- ☐ Ongoing fantasies of hurting co-workers
- ☐ Wishes to harm co-workers or management

**WORK ATTITUDES AND TRAITS (CHECK IF PRESENT):**

- ☐ Sees self as victimized by management or treated unfairly
- ☐ Sense of identity wrapped up in job
- ☐ Does not take criticism well; hypersensitive to perceived slights
- ☐ Authority issues regarding control from others present
- ☐ Tends to be a loner on and/or off job
- ☐ Hostile attitudes or behaviors towards aspects of work
- ☐ Erratic and/or irresponsible work traits
- ☐ Attitudes that condone or support workplace violence
- ☐ Minimizes or denies post maladaptive work behaviors
- ☐ Creates, fosters, or allows a work atmosphere of fear and intimidation
- ☐ Tends to have poor assertiveness skills

**ORGANIZATIONAL DEFICIENCIES**

- ☐ Failure to screen work applicants for violence potential and mental problems
- ☐ Failure to implement physical security measures to protect employees and clients/customers
- ☐ Failure to implement a prevention-of-violence plan for relevant employees
- ☐ Failure to act immediately to direct, implied or veiled threats of violence
- ☐ Failure to create a crisis plan for ongoing violence



- ☐ Failure to have an EAP, stress control, and anger management programs
- ☐ Failure to have an out-referral program to community providers
- ☐ Failure to train employees in the warning signs of violence
- ☐ Failure to have clear policies for harassment, prejudice, grievance resolution, and discriminatory behavior
- ☐ Failure to train employees to negotiate and communicate effectively with peers and management
- ☐ Organization has a history of violence on worksite
- ☐ Organization allows employee conflicts to occur without immediate intervention and follow up
- ☐ Organization uses inconsistent disciplinary actions
- ☐ Management is perceived as unfair, disrespectful, or discourteous to staff
- ☐ The worksite is physically uncomfortable
- ☐ Organization is moderate or large in size (More than 40 employees)
- ☐ Performance standards are not linked to employee expectations
- ☐ Performance standards do not have built-in employee input
- ☐ The organization does not have written and regularly reviewed procedures for all of the above

**PRELIMINARY RISK ASSESSMENT:**

- ☐ LOW
- ☐ MODERATE
- ☐ HIGH

List suggestions for further assessment or intervention here:

Specify date and staff members to re-evaluate risk status:

Additional relevant comments:



## PERSONNEL POLICY 07-08

**SUBJECT:** WORKPLACE VIOLENCE POLICY

**PURPOSE:** To establish a policy to reduce the possibility of workplace violence.

**APPLICABILITY:** All City of Clarksville Employees

**A. POLICY STATEMENT:** It is the intent of the City of Clarksville –to provide a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

### **B. GENERAL:**

#### **1. Prohibited Conduct**

- a.** The City of Clarksville does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.
- b.** This list of behaviors, while not inclusive, provides examples of conduct that are prohibited.
  - 1.** ~~▲~~Causing physical injury to another person;
  - 2.** ~~▲~~Making threatening remarks (This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public);
  - 3.** ~~▲~~Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
  - 4.** ~~▲~~Intentionally damaging employer property or property of another employee;
  - 5.** ~~▲~~Possession of a weapon (Any object capable of being readily used by one person to inflict severe body injury upon another person) while on City property or while on City business, and except as approved by Police Department staff.
  - 6.** ~~▲~~Committing acts motivated by, or related to, sexual harassment or domestic violence.

#### **2. Reporting Procedures**

- a.** Any potentially dangerous situations must be reported immediately to a supervisor ~~or~~ and the Human Resource Department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All

parties involved in a situation will be counseled, and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.

### **3. Risk Reduction Measures**

- a. Hiring:** The Human Resource Department takes reasonable measures to conduct background investigations to review **candidates'** backgrounds, and reduce the risk of hiring individuals with a history of violent behavior.
- b. Safety:** The City conducts ~~annual~~-periodic inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any ~~necessary~~ corrective action will be evaluated, and if determined necessary, will be taken to reduce ~~all~~-workplace risks.
- c. Individual Situations:** While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resource Department if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:
  - 1.** ~~▲~~-Bringing weapons to the workplace (other than CPD);
  - 2.** ~~▲~~-Displaying overt signs of extreme stress, resentment, hostility, or anger;
  - 3.** ~~▲~~-Making threatening remarks;
  - 4.** ~~▲~~-Sudden or significant deterioration of performance, and;
  - 5.** ~~▲~~-Displaying irrational or inappropriate behavior.

### **4. Enforcement**

#### **Dangerous/Emergency Situations**

~~Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, cooperate and follow the instructions given.~~

#### **Enforcement**

- a.** Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL: FEBRUARY 7, 2008

EFFECTIVE DATE: FEBRUARY 7, 2008

REVISED DATE:

WILLIAM MCNUTTWILL WYATT, DIRECTOR OF ~~HR~~ HUMAN RESOURCES  
DIRECTOR





## Appendix A

### WORKPLACE VIOLENCE RISK ASSESSMENT CHECKLIST CITY OF CLARKSVILLE

Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Department: \_\_\_\_\_

#### **HISTORICAL AND DEMOGRAPHIC ITEMS (CHECK IF PRESENT):**

\_\_\_ Previously threatened, attempted or consummated violence towards others

\_\_\_ Past use or threatened use of weapons outside work

\_\_\_ Previous damage or destruction of work-related property

\_\_\_ Substance abuse or dependence (alcohol and/or drugs)

\_\_\_ Poor compliance with City attempts on counseling worker

\_\_\_ Belligerence towards employees, customers or clients

\_\_\_ Reckless or hazardous behavior on the job

\_\_\_ Previous direct or veiled threats to harm other employees

#### **RECENT EVENTS (CHECK IF PRESENT):**

\_\_\_ Stress or desperation in workplace, domestic, or financial matters

\_\_\_ Acquires firearms or related lethal equipment or weapons

\_\_\_ Signs of rehearsal (e.g. practice at firing range, assembles weapons)

\_\_\_ Exposure to or increased use of de-Stabilizers (e.g., alcohol, drugs)



- ☐ Fascination with or statements about other incidents of workplace violence
- ☐ Poor compliance with recent directives of management
- ☐ Lost job or perceives that job will soon be lost
- ☐ Stalking, including repeated harassment, of other employees
- ☐ Threats of suicide or homicide
- ☐ Ongoing fantasies of hurting co-workers
- ☐ Wishes to harm co-workers or management

**WORK ATTITUDES AND TRAITS (CHECK IF PRESENT):**

- ☐ Sees self as victimized by management or treated unfairly
- ☐ Sense of identity wrapped up in job
- ☐ Does not take criticism well; hypersensitive to perceived slights
- ☐ Authority issues regarding control from others present
- ☐ Tends to be a loner on and/or off job
- ☐ Hostile attitudes or behaviors towards aspects of work
- ☐ Erratic and/or irresponsible work traits
- ☐ Attitudes that condone or support workplace violence
- ☐ Minimizes or denies post maladaptive work behaviors
- ☐ Creates, fosters, or allows a work atmosphere of fear and intimidation
- ☐ Tends to have poor assertiveness skills

**ORGANIZATIONAL DEFICIENCIES**

- ☐ Failure to screen work applicants for violence potential and mental problems
- ☐ Failure to implement physical security measures to protect employees and clients/customers
- ☐ Failure to implement a prevention-of-violence plan for relevant employees
- ☐ Failure to act immediately to direct, implied or veiled threats of violence

- ☐ Failure to create a crisis plan for ongoing violence
- ☐ Failure to have an EAP, stress control, and anger management programs
- ☐ Failure to have an out-referral program to community providers
- ☐ Failure to train employees in the warning signs of violence
- ☐ Failure to have clear policies for harassment, prejudice, grievance resolution, and discriminatory behavior
- ☐ Failure to train employees to negotiate and communicate effectively with peers and management
- ☐ Organization has a history of violence on worksite
- ☐ Organization allows employee conflicts to occur without immediate intervention and follow up
- ☐ Organization uses inconsistent disciplinary actions
- ☐ Management is perceived as unfair, disrespectful, or discourteous to staff
- ☐ The worksite is physically uncomfortable
- ☐ Organization is moderate or large in size (More than 40 employees)
- ☐ Performance standards are not linked to employee expectations
- ☐ Performance standards do not have built-in employee input
- ☐ The organization does not have written and regularly reviewed procedures for all of the above

**PRELIMINARY RISK ASSESSMENT:**

- ☐ LOW
- ☐ MODERATE
- ☐ HIGH

List suggestions for further assessment or intervention here:

Specify date and staff members to re-evaluate risk status:

Additional relevant comments:

RESOLUTION 38-2017-18

A RESOLUTION AMENDING PERSONNEL POLICY 91-3 RELATIVE TO WORKPLACE HARASSMENT

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

That City of Clarksville Personnel Policy 91-3, relative to Workplace Harassment, is hereby amended by deleting the language adopted December 6, 2007, in its entirety, and by substituting instead the language in the attached Exhibit A.

*ADOPTED:*

EXHIBIT A



**PERSONNEL POLICY 91-3**

**SUBJECT:** Workplace Harassment

**PURPOSE:** To establish a policy with regard to workplace harassment.

**APPLICABILITY:** This policy applies equally to all City employees including full-time, part-time, temporary, probationary and seasonal.

**REFERENCES:**

1. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq.
3. Americans with Disabilities Act of 1990 and Americans with Disabilities Amendments Act of 2008, 42 U.S.C. § 12101, et seq.
4. 42 USC § 1983
5. Tennessee Human Rights Act, Tenn. Code Ann. § 4-21-101, et seq.

**A. POLICY STATEMENT:** Workplace harassment will not be tolerated in the work place since such actions have the purpose or effect of interfering with an individual's work performance or create an intimidating, hostile or offensive work environment. It is the City's policy to provide an environment free from unlawful discrimination. All forms of harassment/discrimination related to race, color, religion, age (over 40), sex (including transgender or transitioning status), national origin, disability, or other protected classes as well as retaliation for engaging in protected activity, are violations of this policy.

**B. DEFINITIONS:**

**1. Workplace Harassment**

Any unwelcome verbal, written, or physical conduct that either degrades or shows hostility or aversion towards a person because of that person's race, color, national origin, age (over 40), sex, pregnancy, religion, creed, disability, or veteran's status that (1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an employee's work performance; or (3) affects an employee's employment opportunities or compensation.



To aid employees in identifying prohibited behavior, the following specific examples of workplace harassment are provided. These examples are not exhaustive; they illustrate, however, the types of conduct that violate this policy:

- a) Unwelcome touching or near-touching, which can encompass leaning over, cornering, hugging, or pinching; sexual innuendos, teasing and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs;
- b) Slurs and jokes about a class of persons, such as persons who are disabled or a racial group;
- c) Distributing via e-mail epithets, slurs, jokes or remarks that are derogatory or demeaning to a class of persons or a particular person or that promote stereotypes of a class of persons;
- d) Display of explicit or offensive calendars, posters, pictures, drawings or cartoons that are sexually suggestive or that reflect disparagingly upon a class of persons or a particular person;
- e) Derogatory remarks about a person's national origin, race, language, religion, or accent.

## **2. Hostile environment**

Hostile environment harassment occurs when a victim is subjected to unwelcome and severe or pervasive comments based on race, color, national origin, age (over 40), sex (including transgender or transitioning status), pregnancy, religion, creed, disability, veteran's status or any other category protected by civil rights laws. A hostile work environment may also be created by innuendoes, touching, or other conduct that creates an intimidating or offensive workplace.

## **3. Sexual Harassment**

Any unwelcome sexual advance, request for sexual favors, or verbal, written, or physical conduct of a sexual nature by a manager, supervisor, co-worker, or non-employee (third party). There are two types of illegal sexual harassment. Managerial harassment occurs when a manager or a supervisor gives or withholds a work-related benefit in exchange for sexual favors from the victim or takes an adverse action against an employee for refusing a request for sexual favors. In some circumstances, threatening to take such actions may also be a violation of this policy. Certain actions may also create a hostile work environment. (See the definition for "hostile work environment" above.)

## **4. Retaliation**

Retaliation is overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

## **5. Third Parties**

Third parties are individuals who are not City employees but who have business interactions with City employees. Such individuals include, but are not limited to, customers, such as applicants for city employment or services, vendors, contractors, or volunteers.

## **C. IMPLEMENTATION:**

### **1. HOW TO REPORT HARASSMENT INCIDENTS**

- a. If an employee, applicant for employment, or third party believes he/she has been subject to harassing conduct that violates this policy, he/she must report those incidents as soon as possible after the event occurs to Department Head and/or Human Resources. When a Supervisor, Manager, or Department Head is notified of a potential harassment incident, that person shall notify Human Resources as soon as practicable via email.
- b. Employees shall file a grievance in accordance with established grievance policy.
- c. Individuals who wish to file a complaint are encouraged to submit the complaint in writing to include a description of the incident(s) as well as the date(s), time(s), place(s) and any witnesses. The form at Appendix A may be used and attached to grievance.

### **2. HOW TO REPORT RETALIATION INCIDENTS**

- a. If an employee, applicant for employment, or third party believes he/she has been subjected to retaliation for engaging in protected conduct under this policy, he/she must report those incidents as soon as possible after the event occurs. The form at Appendix A may also be used to report any cases of retaliation.
- b. Any employee, applicant for employment, or third party who makes complaints of workplace harassment or provides information related to such complaints will be protected against retaliation. If retaliation occurs, the employee, applicant for employment, or third party should report the

retaliation in the same manner as he/she would report a workplace harassment complaint.

### **3. HOW COMPLAINTS ARE INVESTIGATED AND RESOLVED**

- a. The City will conduct a thorough and neutral investigation of all reported complaints of workplace harassment or retaliation as soon as practicable. Generally, an investigation will include an interview with the complainant to determine if the conduct in issue violates this policy (Appendix B). If the City determines that the conduct falls within the terms of this policy, the City will interview the alleged offender and any other witnesses who have direct knowledge of the circumstances of the allegations.
- b. The City retains the sole discretion to determine whether a violation of this policy has occurred and to determine what level, if any, of disciplinary action is warranted.

### **4. HOW CONFIDENTIALITY IS TREATED**

- a. To the extent permitted by law, the City will try to maintain the confidentiality of each party involved in a workplace harassment investigation, complaint or charge, provided it does not interfere with the City's ability to investigate the allegations or to take corrective action. However, state law may prevent the city from maintaining confidentiality of investigations. Therefore, the City does not guarantee confidentiality.

### **5. DIRECTIVE TO SUPERVISORY PERSONNEL**

- a. Supervisory personnel who receive a complaint alleging workplace harassment or learn by any means of conduct that may violate this policy must immediately report any such event to the City's Human Resources Director.

### **6. CORRECTIVE ACTION FOR VIOLATION OF THIS POLICY**

- a. Any employee who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action includes, but is not limited to, mandatory participation in counseling, training, disciplinary action, up to and including termination, and/or changes in job duties or location.
- b. Supervisory personnel who allow workplace harassment or retaliation to continue or fail to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action includes, but is not limited to, mandatory participation in counseling, training, disciplinary

action, up to and including termination, and/or changes in job duties or location.

## **7. SEXUAL HARASSMENT SPECIFICS**

- a.** Standard grievance procedures do not apply in the cases of sexual harassment because the personnel in the chain of command may be the perpetrators. Employees who feel they have been sexually harassed are afforded the opportunity to speak to anyone with whom they feel comfortable. That person then has the responsibility to report the harassment to proper authorities. All cases of alleged sexual harassment will be reported immediately to the Human Resources Department.
- b.** The Human Resources Director will investigate the allegations or cause an investigation to be conducted, and will make such recommendations as are appropriate to the applicable Department Head and/or Senior Work Site Supervisor. No employee will be prosecuted or retaliated against in any manner for having reported an incident of sexual harassment.
- c.** The forms at Appendix A through C will be utilized in the Sexual Harassment complaint/investigative process.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL JUNE 6, 1991

EFFECTIVE DATE: JULY 1, 1991

REVISED: DECEMBER 6, 2007

REVISED:

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WILL WYATT, DIRECTOR OF HUMAN RESOURCES



## Appendix A

### CITY OF CLARKSVILLE

### HARASSMENT COMPLAINT FORM

Name:	_____	SSN:	_____
	Last First MI		
Title:	_____	Dept:	_____
Work Shift:	_____	Work Hours:	_____
Home Mailing Address:	_____	Home Telephone #:	_____
	Street Address		(Area Code)
	City State Zip		
Name of Department Head:			

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Dept: \_\_\_\_\_

**Date(s) of Discriminatory Event:**      Earliest: \_\_\_\_\_      Latest: \_\_\_\_\_

**Is the discrimination based on:**

(Check)

Color?      ☐ Yes      ☐ No      If yes, identify your color: \_\_\_\_\_

Race?      ☐ Yes      ☐ No      If yes, identify your race: \_\_\_\_\_

National origin?      ☐ Yes      ☐ No      If yes, identify your national origin: \_\_\_\_\_

Sex?      ☐ Yes      ☐ No      If yes, identify your sex:      ☐ Male      ☐ Female

Sexual harassment?      ☐ Yes      ☐ No      If yes, identify your sex:      ☐ Male      ☐ Female

Age?      ☐ Yes      ☐ No      If yes, identify your date of birth: \_\_\_\_\_

Disability?      ☐ Yes      ☐ No      If yes, identify your disability: \_\_\_\_\_



Retaliation?

☐ Yes

☐ No

If yes, retaliation for having done what? \_\_\_\_\_

Religion?

☐ Yes

☐ No

If yes, identify your religious belief: \_\_\_\_\_

Other?

☐ Yes

☐ No

If yes, specify: \_\_\_\_\_

Complainant's Initials: \_\_\_\_\_

Date: \_\_\_\_\_

MM/DD/YYYY

## STATEMENT

(Attach additional pages as needed. Number, sign, and date each additional page.)

1. Include specific details such as "who, what, when, and where" for each alleged event of your complaint.

2. List name(s) of all known witnesses and provide, in your own words, a summary of what the witness(es) may testify about the alleged event.

3. List name(s) of all individuals to whom you reported the alleged event and the date(s) you reported the alleged event.

The foregoing statement contains all of my complaint(s), all names of witnesses, and all names of individuals to whom I reported the alleged event. This complaint includes this two (2) page form and \_\_\_\_\_ additional pages attached, numbered, signed, and dated. I understand that in addition to any action the City may take in this matter, I may have filing rights with the Tennessee Human Rights Commission, and/or the U.S. Equal Employment Opportunity Commission (EEOC).

Complainant Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
MM/DD/YYYY



## Appendix B

### INTAKE INTERVIEW FORM

Date of Intake Interview: \_\_\_\_\_

Describe the alleged sexual harassment and/or any other form of harassment. Describe each incident of harassment. Separately include dates and locations for each incident. If the complainant cannot remember exact dates, include approximate dates to the best of the complainant's recollection (use as many pages as necessary).

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Name, job title, location, and telephone number of each individual who allegedly harassed the complainant.

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State the Relationship of Harasser to the Complainant (If the harasser is an employee of the City, state person's position with the City). If the Harasser is not an employee of the City, please state

the harasser's interaction with the complainant, including the frequency of interaction with the harasser.

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Name, job title, location, and telephone number of any witness to any incident described by complainant.

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#### PRIOR ACTION REGARDING THESE HARASSMENT ALLEGATIONS

Prior to bringing this complaint, has the complainant described the harassment to anyone, to include the supervisor personnel or co-workers employed by (employer name)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, list the following: Name, job title, work location, and telephone number of any persons to whom the complainant described the incident; the date or approximate date the complainant brought the incident to the other employee's attention. Describe any action taken to investigate or resolve the harassment.

---

---

---

#### POSSIBLE PRIOR INCIDENTS INVOLVING OTHER EMPLOYEES

Does the complainant know of any other employee who has experienced similar sexual harassment and/or any other type harassment in the same department or by the same individual?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide the name, job title, work location, and telephone number of each such employee; and a description of the harassment, to the best of the complainant's knowledge.

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If applicable, has the complainant filed claim with any other city, state, or federal agency?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what agency?

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\*I hereby certify under penalty of perjury that the above statements are true and correct to best of my knowledge.

\*Complainant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_





## **Appendix C**

### **HARASSMENT MEDIATION RESOLUTION FORM**

#### **Respondent Acknowledgment**

Although my signature on this document does not constitute an admission of guilt, I do acknowledge that the complainant perceived my actions as being offensive. My signature on this form is my agreement that I will cease-and-desist the actions that are perceived as being offensive.

---

Signature of Respondent Date

I am satisfied my complaint has been acknowledged and that actions taken by the respondent are satisfactory to me.

---

Signature of Complainant Date



## PERSONNEL POLICY 91-3

**SUBJECT:** Workplace Harassment

**PURPOSE:** To establish a policy with regard to workplace harassment.

**APPLICABILITY:** This policy applies equally to all City employees including full-time, part-time, temporary, probationary and seasonal.

**REFERENCES:**

1. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, et seq.
- 1.3. Americans with Disabilities Act of 1990 and Americans with Disabilities Amendments Act of 2008, 42 U.S.C. § 12101, et seq.
4. 42 USC § ~~Section~~ 1983
- 2.5. Tennessee Human Rights Act, Tenn. Code Ann. § 4-21-101, et seq.

**A. POLICY STATEMENT:** Workplace harassment will not be tolerated in the work place since such actions have the purpose or effect of interfering with an individual's work performance or create an intimidating, hostile or offensive work environment. It is the City's policy to provide an environment free from unlawful discrimination. All forms of harassment/discrimination related to race, color, religion, age (over 40), sex (including transgender or transitioning status), national origin, disability, or other protected classes as well as retaliation for engaging in protected activity, are violations of this policy.

**B. DEFINITIONS:**

**A.1. Workplace Harassment**

-Any unwelcome verbal, written, or physical conduct that either degrades or shows hostility or aversion towards a person because of that person's race, color, national origin, age (over 40), sex, pregnancy, religion, creed, disability, or veteran's status that (1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an employee's work performance; or (3) affects an employee's employment opportunities or compensation.

To aid employees in identifying prohibited behavior, the following specific examples of workplace harassment are provided. These examples are not exhaustive; they illustrate, however, the types of conduct that violate this policy:

- a) — Unwelcome touching or near-touching, which can encompass leaning over, cornering, hugging, or pinching; sexual innuendos, teasing and other sexual talk such as jokes, personal inquiries, persistent unwanted courting and sexist put-downs;
- b) — Slurs and jokes about a class of persons, such as persons who are disabled or a racial group;
- c) — Distributing via e-mail epithets, slurs, jokes or remarks that are derogatory or demeaning to a class of persons or a particular person or that promote stereotypes of a class of persons;
- d) — Display of explicit or offensive calendars, posters, pictures, drawings or cartoons that are sexually suggestive or that reflect disparagingly upon a class of persons or a particular person;
- e) — Derogatory remarks about a person's national origin, race, language, religion, or accent.

## **2. —B. Hostile environment**

Hostile environment harassment occurs when a victim is subjected to unwelcome and severe or pervasive comments based on race, color, national origin, age (over 40), sex (including transgender or transitioning status), pregnancy, religion, creed, disability, veteran's status or any other category protected by civil rights laws. A hostile work environment may also be created by innuendoes, touching, or other conduct that creates an intimidating or offensive workplace.

## **3. —C. Sexual Harassment**

Any unwelcome sexual advance, request for sexual favors, or verbal, written, or physical conduct of a sexual nature by a manager, supervisor, co-worker, or non-employee (third party). There are two types of illegal sexual harassment. Managerial harassment occurs when a manager or a supervisor gives or withholds a work-related benefit in exchange for sexual favors from the victim or takes an adverse action against an employee for refusing a request for sexual favors. In some circumstances, threatening to take such actions may also be a violation of this policy. Certain actions may also create a hostile work environment. (See the definition for "hostile work environment" above.)

## **4. —D. Retaliation**



Retaliation is overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

#### **5. — ~~E.~~ Third Parties**

Third parties are individuals who are not City employees but who have business interactions with City employees. Such individuals include, but are not limited to, customers, such as applicants for city employment or services, vendors, contractors, or volunteers.

### **C. IMPLEMENTATION:**

#### **A.1. HOW TO REPORT HARASSMENT INCIDENTS**

- a.** If an employee, applicant for employment, or third party believes he/she has been subject to harassing conduct that violates this policy, he/she must report those incidents as soon as possible after the event occurs to Department Head and/or Human Resources. When a Supervisor, Manager, or Department Head is notified of a potential harassment incident, that person shall notify Human Resources as soon as practicable via email.
- b.** Employees shall file a grievance in accordance with established grievance policy.
- c.** Individuals who wish to file a complaint are encouraged to submit the complaint in writing to include a description of the incident(s) as well as the date(s), time(s), place(s) and any witnesses. The form at Appendix A may be used and attached to grievance.

#### **B.2. HOW TO REPORT RETALIATION INCIDENTS**

- a.** If an employee, applicant for employment, or third party believes he/she has been subjected to retaliation for engaging in protected conduct under this policy, he/she must report those incidents as soon as possible after the event occurs. The form at Appendix A may also be used to report any cases of retaliation.
- b.** Any employee, applicant for employment, or third party who makes complaints of workplace harassment or provides information related to such complaints will be protected against retaliation. If retaliation occurs, the employee, applicant for employment, or third party should report the

retaliation in the same manner as he/she would report a workplace harassment complaint.

**C.3. HOW COMPLAINTS ARE INVESTIGATED AND RESOLVED**

- a.** The City will conduct a thorough and neutral investigation of all reported complaints of workplace harassment or retaliation as soon as practicable. Generally, an investigation will include an interview with the complainant to determine if the conduct in issue violates this policy (Appendix B). If the City determines that the conduct falls within the terms of this policy, the City will interview the alleged offender and any other witnesses who have direct knowledge of the circumstances of the allegations.
- b.** The City retains the sole discretion to determine whether a violation of this policy has occurred and to determine what level, if any, of disciplinary action is warranted.

**D.4. HOW CONFIDENTIALITY IS TREATED**

- a.** To the extent permitted by law, the City will try to maintain the confidentiality of each party involved in a workplace harassment investigation, complaint or charge, provided it does not interfere with the City's ability to investigate the allegations or to take corrective action. However, state law may prevent the city from maintaining confidentiality of investigations. Therefore, the City does not guarantee confidentiality.

**5. E. DIRECTIVE TO SUPERVISORY PERSONNEL**

- a.** Supervisory personnel who receive a complaint alleging workplace harassment or learn by any means of conduct that may violate this policy must immediately report any such event to the City's Human Resources Director.

**6. F. CORRECTIVE ACTION FOR VIOLATION OF THIS POLICY**

- a.** Any employee who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action includes, but is not limited to, mandatory participation in counseling, training, disciplinary action, up to and including termination, and/or changes in job duties or location.
- b.** Supervisory personnel who allow workplace harassment or retaliation to continue or fail to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action includes, but is not limited to, mandatory participation in counseling, training, disciplinary

action, up to and including termination, and/or changes in job duties or location.

**7. G.—SEXUAL HARASSMENT SPECIFICS**

**1.a.** Standard grievance procedures do not apply in the cases of sexual harassment because the personnel in the chain of command may be the perpetrators. Employees who feel they have been sexually harassed are afforded the opportunity to speak to anyone with whom they feel comfortable. That person then has the responsibility to report the harassment to proper authorities. All cases of alleged sexual harassment will be reported immediately to the Human Resources Department.

**2.b.** The Human Resources Director will investigate the allegations or cause an investigation to be conducted, and will make such recommendations as are appropriate to the applicable Department Head and/or Senior Work Site Supervisor. No employee will be prosecuted or retaliated against in any manner for having reported an incident of sexual harassment.

**3.c.** The forms at Appendix A through C will be utilized in the Sexual Harassment complaint/investigative process.

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL JUNE 6, 1991

EFFECTIVE DATE: JULY 1, 1991

REVISED: DECEMBER 6, 2007

REVISED:

WILLIAM R. MCNUTT WILL WYATT, ~~HR~~ DIRECTOR OF HUMAN RESOURCES





Appendix A  
CITY OF CLARKSVILLE  
~~EEO~~-HARASSMENT COMPLAINT FORM

**Complainant Information (Person Complaining)**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Last First MI  
Title: \_\_\_\_\_ Dept: \_\_\_\_\_  
Work Shift: \_\_\_\_\_ Work Hours: \_\_\_\_\_  
Home Mailing Address: \_\_\_\_\_ Home Telephone #: \_\_\_\_\_  
Street Address (Area Code)  
City State Zip  
Name of Department Head: \_\_\_\_\_

**Respondent Information (Person Complained Against)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Dept: \_\_\_\_\_

<b>Date(s) of Discriminatory Event:</b>		Earliest: _____	Latest: _____
<b>Is the discrimination based on:</b>			
Color?	(Check) <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, identify your color: _____	
Race?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, identify your race: _____	
National origin?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, identify your national origin: _____	
Sex?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, identify your sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Sexual harassment? ☐ Yes ☐ No If yes, identify your sex: ☐ Male ☐ Female

Age? ☐ Yes ☐ No If yes, identify your date of birth: \_\_\_\_\_

Disability? ☐ Yes ☐ No If yes, identify your disability: \_\_\_\_\_

Retaliation? ☐ Yes ☐ No If yes, retaliation for having done what? \_\_\_\_\_

Religion? ☐ Yes ☐ No If yes, identify your religious belief: \_\_\_\_\_

Other? ☐ Yes ☐ No If yes, specify: \_\_\_\_\_

Complainant's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

MM/DD/YYYY

**STATEMENT**

**(Attach additional pages as needed. Number, sign, and date each additional page.)**

- 1. Include specific details such as “who, what, when, and where” for each alleged event of your complaint.**

- 2. List name(s) of all known witnesses and provide, in your own words, a summary of what the witness(es) may testify about the alleged event.**

- 3. List name(s) of all individuals to whom you reported the alleged event and the date(s) you reported the alleged event.**

**The foregoing statement contains all of my complaint(s), all names of witnesses, and all names of individuals to whom I reported the alleged event. This complaint includes this two**

(2) page form and \_\_\_\_\_ additional pages attached, numbered, signed, and dated. I understand that in addition to any action the City may take in this matter, I may have filing rights with the Tennessee Human Rights Commission, and/or the U.S. Equal Employment Opportunity Commission (EEOC).

Complainant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MM/DD/YYYY

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## **Appendix B**

### **INTAKE INTERVIEW FORM**

Date of Intake Interview: \_\_\_\_\_

Describe the alleged sexual harassment and/or any other form of harassment. Describe each incident of harassment. Separately include dates and locations for each incident. If the complainant



cannot remember exact dates, include approximate dates to the best of the complainant's recollection (use as many pages as necessary).

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Name, job title, location, and telephone number of each individual who allegedly harassed the complainant.

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State the Relationship of Harasser to the Complainant (If the harasser is an employee of the City, state person's position with the City). If the Harasser is not an employee of the City, please state the harasser's interaction with the complainant, including the frequency of interaction with the harasser.

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Name, job title, location, and telephone number of any witness to any incident described by complainant.

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## PRIOR ACTION REGARDING THESE HARASSMENT ALLEGATIONS

Prior to bringing this complaint, has the complainant described the harassment to anyone, to include the supervisor personnel or co-workers employed by (employer name)?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, list the following: Name, job title, work location, and telephone number of any persons to whom the complainant described the incident; the date or approximate date the complainant brought the incident to the other employee's attention. Describe any action taken to investigate or resolve the harassment.

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## POSSIBLE PRIOR INCIDENTS INVOLVING OTHER EMPLOYEES

Does the complainant know of any other employee who has experienced similar sexual harassment and/or any other type harassment in the same department or by the same individual?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, provide the name, job title, work location, and telephone number of each such employee; and a description of the harassment, to the best of the complainant's knowledge.

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If applicable, has the complainant filed claim with any other city, state, or federal agency?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what agency?

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\*I hereby certify under penalty of perjury that the above statements are true and correct to best of my knowledge.

\*Complainant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



### Appendix C

#### HARASSMENT MEDIATION RESOLUTION FORM

##### Respondent Acknowledgment

Although my signature on this document does not constitute an admission of guilt, I do acknowledge that the complainant perceived my actions as being offensive. My signature on this form is my agreement that I will cease-and-desist the actions that are perceived as being offensive.

---

Signature of Respondent Date

I am satisfied my complaint has been acknowledged and that actions taken by the respondent are satisfactory to me.

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Signature of Complainant Date

RESOLUTION 48-2017-18

A RESOLUTION AMENDING PERSONNEL POLICY 91-1 GRIEVANCE PROCEDURE

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

That City of Clarksville Personnel Procedure 91-1, relative to Grievance Procedure, is hereby amended by deleting the language adopted October 15, 2007, in its entirety, and by substituting instead the language in the attached Exhibit A.

*ADOPTED:*



EXHIBIT A



PERSONNEL PROCEDURE 91-1

**SUBJECT:** Grievance Procedures

**PURPOSE:** To standardize procedures under which City of Clarksville employees may file grievances, or seek redress for any employment practice which an employee may feel is discriminatory in nature.

**APPLICABILITY:** The procedures apply to all City of Clarksville employees, including full-time, part-time, probationary or seasonal. These procedures do not apply to employees seeking relief through other administrative or judicial procedures, including the Tennessee Human Rights Commission and the Equal Employment Opportunity Commission

**REFERENCES:**

1. Employee Grievance Policy, Clarksville City Code, § 1.5-901.
2. Equal Employment Opportunity, Clarksville City Code, § 1.5-103.
3. The Tennessee Anti-Discrimination Act (Fair Employment Practices Law), Tenn. Code Ann., § 4-21-101.
4. Title VII of the Civil Rights Act of 1964 as amended.
5. Resolution 21-2007-2008, dated October 15, 2007.

**A. POLICY STATEMENT:** Employees of the City of Clarksville shall be treated fairly in all aspects of their employment and shall have the right to present their grievances under the provisions of this procedure free of fear, restraint, interference, coercion, discrimination or reprisal. Any violation of this right will subject the violator to disciplinary action and shall be reported to the Human Resources Director for appropriate action. Likewise, the mere filing of a grievance by an employee will not reflect adversely on the supervisor.

**B. DEFINITIONS:**

1. **Grievance:** Any misunderstanding, disagreement or difference of opinion between employees and their supervisors pertaining to: some aspect of employment or employment conditions; relationship between an employee and supervisor; relationship with other employees; application or interpretation of regulations and policies;

management's decisions regarding employee safety, physical facilities, equipment or material use; and other related items. Filing a grievance is a serious matter and should be undertaken only after all other attempts to arrive at a fair and equitable solution have failed.

2. **Matters Not Considered a Grievance:** The following actions shall not be grievable under this policy: Matters related to pay, benefits, position classification, termination, promotions, demotions, transfer actions that affect any employee serving an initial probationary period, normal supervisory counseling, shift/post/overtime assignments, and reasonable work assignments outside those normally associated with the employee's assigned job classification as determined in the sole discretion of the employee's supervisor, and layoffs because of the abolishment of positions or reductions in force, and performance evaluations. Matters relating to race relations, or alleged or perceived illegal discrimination, or sexual or other harassment, workplace intimidation or violence, may be filed under the terms of this section, in addition to any other remedies employees may have under general law.
3. **Supervisor:** Any employee who exercises direct supervisory authority over another employee or employees, normally the person with direct supervisory responsibility over the grievant.
4. **Policy:** It shall be the policy of the City that a grievance will be resolved at the lowest organizational level, preferably at the level where the grievance originates. If it cannot be resolved, it will proceed through channels and within the guidelines of these procedures until a prompt and equitable resolution is found. The form at Appendix A will be utilized throughout the grievance process.
5. **Days:** Computed in accordance with Tennessee Rules of Civil Procedure. In computing any period of time prescribed or allowed by this policy, the date of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed shall be included unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.

#### **C. PROCEDURES:**

1. **STEP 1:** The grievant should discuss the grievance informally with the immediate supervisor within 15 days of the first occurrence of the matter out of which the grievance occurred. The supervisor will conduct an informal investigation and obtain any advice necessary to determine the validity of the complaint. The supervisor will attempt to mediate the complaint and seek a solution which is acceptable to all parties. Within 7 days, the supervisor will make a written response to the grievant and the department

head. For incidents of alleged discrimination by an immediate supervisor, the process described above should begin with a discussion between the grievant and an intermediate supervisor or the department head.

2. **STEP 2:** If a satisfactory settlement is not reached at Step 1, the employee may, within 7 days from receipt of the response from the supervisor, submit the grievance to the next level of supervision. The grievance will be submitted in writing with a copy to the department head. Failure to respond within 7 days shall constitute dismissal of the grievance. The grievance should state times, dates, events and names of persons involved. If there is no intermediate level of supervision, at this stage the grievance will be filed with the department head. The department head will attempt to mediate the complaint and seek a solution which is acceptable to all parties. The intermediate supervisor or the department head has 7 days to investigate the grievance and make a written response to the grievant, with a copy to the Human Resources Director.
3. **STEP 3:** If a satisfactory settlement is not reached, the grievant will file the grievance in writing to the Human Resources Director. Within ten (10) calendar days, the Human Resources Director will investigate the grievance and submit his or her findings and recommendations to the grievant, department head and the Mayor.
4. **STEP 4:** If a satisfactory settlement is not reached, the grievant may forward all materials pertaining to the grievance to the Mayor, within 7 days of receiving the determination of the Human Resources Director. The mayor shall render a decision on the grievance within twenty (20) calendar days of the receipt of the grievance and all relevant documentation.

Nothing in these procedures will preclude the employee from filing a complaint directly with the Tennessee Commission on Human Rights or the Equal Employment Opportunity Commission (EEOC).

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL JUNE 6, 1991

EFFECTIVE DATE: JULY 1, 1991

REVISED: AUGUST 3, 2006/EFFECTIVE JANUARY 1, 2007

REVISED: OCTOBER 15, 2007

REVISED:

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WILL WYATT, DIRECTOR OF HUMAN RESOURCES



## PERSONNEL PROCEDURE 91-1

**SUBJECT:** Grievance Procedures

**PURPOSE:** To standardize procedures under which City of Clarksville employees may file grievances, or seek redress for any employment practice which an employee may feel is discriminatory in nature.

**APPLICABILITY:** The procedures apply to all City of Clarksville employees, including full-time, part-time, probationary or seasonal. These procedures do not apply to employees seeking relief through other administrative or judicial procedures, including the Tennessee Human Rights Commission and the Equal Employment Opportunity Commission

**REFERENCES:**

1. Employee Grievance Policy, Clarksville City Code, § 1.5-901.
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3. The Tennessee Anti-Discrimination Act (Fair Employment Practices Law), Tenn. Code Ann., § 4-21-101.
4. Title VII of the Civil Rights Act of 1964 as amended.
5. Resolution 21-2007-2008, dated October 15, 2007.

**A. POLICY STATEMENT:** Employees of the City of Clarksville shall be treated fairly in all aspects of their employment and shall have the right to present their grievances under the provisions of this procedure free of fear, restraint, interference, coercion, discrimination or reprisal. Any violation of this right will subject the violator to disciplinary action and shall be reported to the Human Resources Director for appropriate action. Likewise, the mere filing of a grievance by an employee will not reflect adversely on the supervisor.

**B. DEFINITIONS:**

1. **Grievance:** Any misunderstanding, disagreement or difference of opinion between employees and their supervisors pertaining to: some aspect of employment or employment conditions; relationship between an employee and supervisor; relationship with other employees; application or interpretation of regulations and policies;



management's decisions regarding employee safety, physical facilities, equipment or material use; and other related items. Filing a grievance is a serious matter and should be undertaken only after all other attempts to arrive at a fair and equitable solution have failed.

2. **Matters Not Considered a Grievance:** The following actions shall not be grievable under this policy: Matters related to pay, benefits, position classification, termination, promotions, demotions, transfer actions that affect any employee serving an initial probationary period, normal supervisory counseling, shift/post/overtime assignments, and reasonable work assignments outside those normally associated with the employee's assigned job classification as determined in the sole discretion of the employee's supervisor, and layoffs because of the abolishment of positions or reductions in force, and performance evaluations. are not considered grievable, unless the employee believes that such actions were the result of discrimination based on the employee's race gender (sex), national origin, age, religion, or disability. Matters relating to race relations, or alleged or perceived illegal discrimination, or sexual or other harassment, workplace intimidation or violence, may be filed under the terms of this section, in addition to any other remedies employees may have under general law.

3. **Supervisor:** Any employee who exercises direct supervisory authority over another employee or employees, normally the person with direct supervisory responsibility over the grievant.

- ~~4. **Employee Relations Committee:** A committee consisting of Five (5) members of which 3 will be primary members with 2 alternate members. The committee will be made up of Department Heads with at least one minority member and 2 City Council members. Members will be recommended by HR Director in an effort to mirror the diversity of the overall population of the City of Clarksville, and approved by the Mayor. The Employee Relations Committee will hear unresolved grievances and make recommendations to the Human Resources Director and Mayor.~~

- ~~5.4.~~ **Policy:** It shall be the policy of the City that a grievance will be resolved at the lowest organizational level, preferably at the level where the grievance originates. If it cannot be resolved, it will proceed through channels and within the guidelines of these procedures until a prompt and equitable resolution is found. The form at Appendix A will be utilized throughout the grievance process.

- ~~6.5.~~ **Days:** Computed in accordance with Tennessee Rules of Civil Procedure. In computing any period of time prescribed or allowed by this policy, the date of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed shall be included unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.



### C. PROCEDURES:

1. **STEP 1:** The grievant should discuss the grievance informally with the immediate supervisor within 15 days of the first occurrence of the matter out of which the grievance occurred. The supervisor will conduct an informal investigation and obtain any advice necessary to determine the validity of the complaint. The supervisor will attempt to mediate the complaint and seek a solution which is acceptable to all parties. Within 7 days, the supervisor will make a written response to the grievant and the department head. For incidents of alleged discrimination by an immediate supervisor, the process described above should begin with a discussion between the grievant and an intermediate supervisor or the department head.
2. **STEP 2:** If a satisfactory settlement is not reached at Step 1, the employee may, within 7 days from receipt of the response from the supervisor, submit the grievance to the next level of supervision. The grievance will be submitted in writing with a copy to the department head. Failure to respond within 7 days shall constitute dismissal of the grievance. The grievance should state times, dates, events and names of persons involved. If there is no intermediate level of supervision, at this stage the grievance will be filed with the department head. The department head will attempt to mediate the complaint and seek a solution which is acceptable to all parties. The intermediate supervisor or the department head has 7 days to investigate the grievance and make a written response to the grievant, with a copy to the Human Resources Director.
3. **STEP 3:** If a satisfactory settlement is not reached, the grievant will file the grievance in writing to the Human Resources Director. Within ~~7 days, but no later than ten~~ (10) calendar days, the Human Resources Director will investigate the grievance and submit his or her findings and recommendations to the grievant, department head and the Mayor.
4. **STEP 4:** If a satisfactory settlement is not reached, the grievant may forward all materials pertaining to the grievance to the Mayor request a hearing by filing a request, in writing, to the Human Resources Director, within 7 days of receiving the determination of the Human Resources Director. The mayor shall render a decision on the grievance within twenty (20) calendar days of the receipt of the grievance and all relevant documentation. The Human Resources Director will coordinate a meeting of the Employee Relations Committee to conduct a hearing. If the grievance involves an employee in a department where one of the employee members of the Employee Relations Committee also works, the alternate employee member shall serve instead. At the conclusion of the hearing, the Employee Relations Committee will make a recommendation to the Mayor and Human Resources Director within 3 days.

~~The Mayor and the Human Resources Director will make a decision on the matter and notify the grievant, in writing, within 7 days, of the decision. This decision is final.~~



Nothing in these procedures will preclude the employee from filing a complaint directly with the Tennessee Commission on Human Rights or the Equal Employment Opportunity Commission (EEOC).

OFFICIAL DOCUMENT

APPROVED BY CITY COUNCIL JUNE 6, 1991

EFFECTIVE DATE: JULY 1, 1991

REVISED: AUGUST 3, 2006/EFFECTIVE JANUARY 1, 2007

REVISED: OCTOBER 15, 2007

REVISED:

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WILL WYATTIAM MCNUFF, ~~HR~~-DIRECTOR OF HUMAN RESOURCES

**Appendix A**  
**City of Clarksville**  
**EMPLOYEE GRIEVANCE FORM**

**FOR OFFICIAL USE ONLY**

Date Received by Unit/Department Grievance  
Contact:

Grievance Number Assigned by HR Director:  
Date Grievance Number Assigned:

**GRIEVANT INFORMATION:** \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Payroll Job Title: \_\_\_\_\_

Unit/Department: \_\_\_\_\_ Work Shift: \_\_\_\_\_

Home Mailing Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
(Area Code) (Area Code)

Names of Witnesses who have first hand knowledge of the events being grieved (if employee elects to present a witness or testimony from such a witness or witnesses):

**The complete original documents (All Pages/Responses) must be submitted at each step.** The complaint, adverse affect, and requested relief must be summarized, clearly stated, and legibly written or typed in the appropriate spaces below or on an attached separate page(s). If you describe the complaint, adverse affect, or requested relief on a separate attachment, write "see attachment" in each appropriate space below. Use reverse side if needed.

**Complaint:** Be specific. Include full name, date, place, rules, regulations, etc. Must not be in relation to an incident that has not yet occurred. Must not reference multiple employment related matters or employment related matters already addressed in grievance that you previously submitted.

**Adverse Affect:** Explain how the action or issue adversely affected or interfered with an employment-related matter.

**Requested Relief:** State the specific corrective action or relief that you are requesting. The corrective action or relief requested must be within the authority of the City to grant and must not include a request that another employee be disciplined.

Instructions: Submit complete grievance form along with any supporting documentation to the unit/department grievance contact.

\_\_\_\_\_  
Grievant Signature

\_\_\_\_\_  
Date

### **Appendix A**

#### **GRIEVANCE STEPS**

~~Step 1—Submit to First Line Supervisor/Lowest Level Management that can resolve~~

~~Step 2—Submit to Department Head (If Step 1 response is not acceptable)~~

~~Step 3—Submit to HR Director (If Steps 1 & 2 responses are not acceptable)~~

~~Step 4—Submit to Mayor (If Steps 1, 2, and 3 responses are not acceptable)~~

~~Note—Step levels 1, 2 and 4 have 7 days to respond back; step 3 level has 10 days to respond.~~

**Appendix A**  
**City of Clarksville**  
**EMPLOYEE GRIEVANCE FORM**  
**(Grievant Steps/Answers to Grievant)**

~~Step \_\_\_\_\_~~

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date Grievance Received: \_\_\_\_\_ Step \_\_\_\_\_ Grievance Meeting Date: \_\_\_\_\_  
(if applicable; meeting is not required)

**RESPONSE (Within 7 days of receipt):**

Step \_\_\_\_\_ Responding Authority's Signature \_\_\_\_\_ Date \_\_\_\_\_

If you reject this response, the Step \_\_\_\_\_ Responding Authority Verification of Grievant Receipt of Response will be:

Name and Title \_\_\_\_\_ Certified Mail Receipt No. or  
Grievant Signature and Date

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**A. GRIEVANT'S ANSWER** (If you elect to reject the Step \_\_\_\_\_ response and proceed to Step \_\_\_\_\_ you must submit the complete original Employee Grievance form, with any supporting documentation to the appropriate Step \_\_\_\_\_ Responding Authority identified in the Step \_\_\_\_\_ Response. Your answer must be submitted within 7 days after receiving the Step \_\_\_\_\_ response. Your answer must not include the addition of new issues that are not directly related to the initial complaint.):

I am rejecting the Step \_\_\_\_\_ response. My reasons are listed below:

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RESOLUTION 49-2017-18

A RESOLUTION AUTHORIZING AN INTERLOCAL CONTRACT WITH AUSTIN PEAY  
STATE UNIVERSITY FOR TRANSPORTATION SERVICES

*WHEREAS*, “The University” desires to contract bike share services for its students, faculty and staff; and

*WHEREAS*, “The City” operates the Clarksville BCycle bike share program and has the equipment, manpower, and administrative capability to provide the desired services; and

*WHEREAS*, *Tennessee Code Annotated* Section 12-9-108 authorizes the City of Clarksville and the Austin Peay State University to contract with the other to perform any governmental service, activity or undertaking which each is authorized by law to perform, provided that such contract is authorized by the governing body of each party to the contract; and

*WHEREAS*, it is to the mutual benefit of both parties to participate in this contract, the parties have agreed to the specific terms and provisions as set forth in the interlocal contract.

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

That the Clarksville City Council hereby authorizes an interlocal contract, attached hereto as Exhibit A, with Austin Peay State University for bike share services.

*ADOPTED:*



**AGREEMENT BY AND BETWEEN  
THE CITY OF CLARKSVILLE  
AND  
AUSTIN PEAY STATE UNIVERSITY**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Clarksville (of which the City is a program managed by the Parks and Recreation Department, hereinafter referred to as "The City"), and Austin Peay State University, hereinafter referred to as "The University."

WHEREAS, "The University" desires to contract bike share services for its students, faculty and staff

WHEREAS, "The City" operates the Clarksville BCycle bike share program and has the equipment, manpower, and administrative capability to provide the desired services, and

WHEREAS Tennessee Code Annotated Section 12-9-108 authorizes the City of Clarksville and the Austin Peay State University to contract with the other to perform any governmental service, activity or undertaking which each is authorized by law to perform, provided that such contract is authorized by the governing body of each party to the contract; and

WHEREAS, it is to the mutual benefit of both parties to participate in this contract, the parties have agreed to the specific terms and provisions as set forth below:

**SECTION I**

**PLAN OF SERVICES**

1. The City will provide a bike share station, with free memberships for all students, faculty and staff who are currently enrolled or employed by the University.
2. Terms of Service

- a. An annual membership will be provided to all users who have an official university email address and who have been confirmed by the University's Department of Student Affairs as currently enrolled or employed.
  - b. Upon registration, members will provide a credit card for the recovery of fees and incidentals and agree to the Clarksville BCycle Terms and Conditions (Attachment A).
  - c. Members will be issued a key fob that will allow them access to BCycles during operating hours from any Clarksville BCycle station.
  - d. The annual membership provides riders with complete access to the all Clarksville BCycle stations for 365 days, with unlimited 60 minute bike rides.
  - e. Bikes checked out longer than 60 minutes will be assessed a \$1 usage fee every 30 minutes. Bikes may be checked in/out many times during the membership period for no additional fees.
  - f. Memberships may be renewed annually, as long as the student or faculty member is enrolled or employed by the University
3. Equipment:
  - a. The bike share station provided for in this contract shall include a kiosk, map panel, add panel, 15 docks and 10 BCycles.
  - b. The station will be located at the Foy Fitness and Recreation Center, 451 Marion Street, Clarksville, TN 37040,
  - c. The hours of operation will be Dawn to Dusk. Whereas a BCycle can only be accessed during operation hours, BCycles may be docked 24 hours per day.
4. The University will be responsible for all site work for the station installation. This includes electrical connections and concrete pad.
5. The City will provide customer support for members. This includes, but is not limited to, key fob replacements, checking overdue trips, maintenance requests and after hours assistance..
6. The City will provide all maintenance of BCycles and kiosk. This includes, but is not limited to, balancing of stations, weekly inspections and repairs, annual overhauls, and kiosk maintenance.
7. It is understood by both parties that during inclement weather, bike share services at the University may be altered.

8. If problems arise as a result of vandalism of bicycles, or behavior of University students, faculty or staff the City, reserves the right to deny service to said specific University student, faculty or staff.
9. In addition, the City will promptly inform the University's Dean of Students of any student, faculty or staff misconduct so that the University might proceed with any necessary disciplinary and judicial processes, which may be deemed appropriate.
10. The City grants the University the right to place University themed "ad panels" on the BCycle. the City shall be responsible for the cost of the panels and its installation. The City shall also be responsible for the removal of the "ad panels" and the restoration of the BCycle excluding normal wear and tear.
11. The total one-time cost for equipment and installation of kiosk, bicycles and installation described in Section I and II of this Agreement shall be \$41,296. One half of this amount (\$20,618) shall be paid no later than May 15, 2018. The remaining balance (\$20,618) shall be paid no later than June 15, 2018.
12. The total annual cost for BIKE SHARE SERVICES to include customer support, routine reporting and maintenance described in Section I and II of this Agreement shall be \$1,200, per BCycle. An invoice will be submitted annually on July 1 and the balance due within 30 days from invoice date.
13. No yearly increase in price shall exceed a maximum increase of three percent (3%). An Amendment to this Agreement shall be executed each year to reflect the increase in price.
14. This Agreement shall commence \_\_\_\_\_, for the three-year period ending \_\_\_\_\_, and shall be renewed one (1) additional year unless either party notifies the other party in writing sixty (60) days prior to the end of each contract year.
15. Either party reserves the right to terminate this Agreement at any time for any reason if written notification sixty (60) days prior to the end of the then-current contract year. The termination will take effect at the end of then-current contract year.
16. The University's usage of the bike share service shall begin upon commencement of this Agreement and continue throughout the entire term of the Agreement.
17. If the University or the City determine a need to expand the bike share service the parties may reconvene to discuss viable options and may amend this Agreement accordingly.

18. The University may request additional bicycles and/or stations with prices to be determined once needs are properly assessed and said price is agreed upon by the parties.
19. Both parties reserve the right to review the service, pricing, equipment and other material terms of this Agreement once annually prior completion of each contract year and negotiate and incorporate any changes in requirements as needed.
20. The bike share service described in this contract shall also remain open to the public.

## SECTION II

### Additional Considerations

*Note: Should we include verbiage regarding the BCycle Usage Agreement?*

1. The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. Each party assures the other that it will not discriminate against any individual, including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, handicap, sexual orientation, veteran status, or national origin.

Each party assures that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, sex, or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, sex, handicap or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

2. Any and all claims against the University for personal and/or property damage resulting from the negligence of the University in performing any responsibility specifically required under the terms of this agreement shall be submitted to the

Board of Claims of the Claims Commission for the State of Tennessee. Damages recoverable against the university shall be expressly limited to claims paid by the Board of Claims of Claims Commission pursuant to the T.C.A. Section 9-8-301 et seq.

3. Any and all claims against the City and/or its employees for personal injury or property damage resulting from the alleged negligence of the City or its employees shall be governed by the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated s. 29-20-101 et seq.
4. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of those within its control.
5. Provisions in this agreement may be modified only by written amendment executed by all parties hereto.
6. This agreement shall not be binding upon the parties until it is approved by the University and the City of Clarksville, City Council.

**Signed:**

Alisa White, President of Austin Peay State University

Date

Kim McMillan, Mayor of the City of Clarksville

Date



## **Attachment A**

### **BIKE SHARE TERMS AND CONDITIONS, RIDER'S RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS.**

Rider should CAREFULLY READ all terms and conditions before entering this Agreement.

#### **1. Purpose of Agreement**

This document constitutes the entire Agreement ("Agreement") between (a) Rider, the person agreeing to lease and use the bike ("Bike"), and (b) the City of Clarksville ("the City").

#### **2. General Rental and Use of Bike: Agreements and Restrictions**

2.1 Rider is sole user: the City expressly agrees to let, and the Rider expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. The City and the Rider are the only parties to this Agreement. The Rider is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.

2.2 Rider is 18 or older: Rider represents and certifies to the City that Rider is at least 18 years old. If Rider intentionally or unintentionally misrepresents Rider's age, Rider accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such intentional or unintentional misrepresentation.

2.3 Rider is a competent bike operator: Rider represents and certifies that he/she is physically fit to ride the Bike and also that Rider is familiar with the operation of the Bike, and is reasonably competent to ride the Bike.

2.4 Bike is exclusive property of the City: Rider agrees that the Bike and any equipment attached thereto, at all times, remains the exclusive property of the City. Rider will not make any type of modification to the Bike at any time.

2.5 Bike Operating Hours and Bike Availability: Rider agrees and acknowledges that the Bikes are available during regular park hours. Bikes must be rented within the maximum rental time limits set forth in 2.6 below. Bikes are limited and Bike Stations may not have

available Bikes for rental at all times. To check the availability of Bikes, please refer to the rental locations and Bike availability on [clarksville.bcycle.com](http://clarksville.bcycle.com).

2.6 Maximum Rental Time and Charges: The maximum rental time is 24 hours. Rider agrees that Rider will return the Bike to a designated the City bike station within no more than 24 hours from the time that rental of the Bike began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return. Bike Rental Charges are \$0 for the first hour, \$1.00 per 30 minutes after the first hour. The maximum day charge is \$35 and is based on a calendar day. Upon return of the Bike, the Rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. If the Bike is not returned within 72 hours, it will be considered stolen and Rider will be charged \$1,234. Applicable local and state sales tax of 9.75% is included in rental charges.

2.7 Bike may be used and/or operated only in the City of Clarksville. Rider agrees to only use, operate and/or ride the Bike in the City of Clarksville. Rider will not, under any circumstances, remove the Bike from the City of Clarksville.

2.8 Rider must follow rules of use and/or operation of Bike: Rider agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the City of Clarksville.

2.9 Rider must not use, ride and /or operate Bike if impaired: Rider agrees that he/she will not, under any circumstances, use, ride and/or operate the Bike if he/she has consumed, ingested and/or used alcohol or drugs and/or has a blood concentration above the jurisdictional limit prescribed.

2.10 Bike is intended for only limited types of use: Rider agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.

2.11 Rider's use of front carrier/basket is limited: Rider agrees that he/she will not fill the front carrier/basket with heavy items as they may create an unsafe condition and affect Rider's balance and steering control. Rider acknowledges that the front carrier/basket of

the Bike is intended to carry light goods only, and will not carry additional people or animals in the basket or anywhere on the Bike.

2.12 Rider must report accident, stolen or lost Bike and/or B-cycle Membership Card: Rider agrees that he/she must immediately report to the City and the Clarksville Police Department an accident, involving a Bike. Rider agrees that he/she will report a lost/stolen B-cycle Member Card to the City. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bike and/or B-cycle Membership Card.

2.13 Rider responsibility related to Bike use and damage: Rider agrees to return the Bike to the City in the same condition received, ordinary wear and tear expected. Rider agrees to ensure that the Bike is always locked and secured when unattended. Bikes may be equipped with wire locks; however, the City will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances, regardless of whether Bike locks are used, broken or not properly functioning. Rider agrees to pay for any damage, including replacement parts, to and/or destruction or loss of the Bike (Rider agrees to pay for any loss even though damage was caused by someone else). All repairs needed as a result of any such loss, destruction or damage will be performed at the normal labor rates. In the event the Bike is lost, destroyed or damaged beyond repair, regardless of fault or cause, Rider agrees to pay the City the full replacement value of the equipment.

### **3. Waiver and/or Limitation of Liability**

3.1 For and in consideration of rental and use of the Bike, Rider specifically forever releases and relinquishes and discharges the City, B-cycle, LLC, the City of Clarksville, all Sponsors as well as owners of property upon or near which stations are located ("Released Parties") from any and all claims, liability, cause (s) of action and/or damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the B-cycle program, and/or its website, including any and all claims, liability, cause(s) of action and/or damages related to the sole or partial negligence of Released Parties and/or the negligence of others. By this Agreement any such claims, rights, and causes of action that

Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Rider (and guardian(s), if applicable) does(do) so on behalf of Rider's heirs, executors, administrators and assigns.

3.2 Rider expressly agrees to indemnify, release and hold harmless Released Parties from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of the City, the Released Parties and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3.3 Rider voluntarily agrees not to sue Released Parties, understands and recognizes that Rider will have no right to make a claim or file a lawsuit against Released Parties arising out of this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the Clarksville B-cycle program, and/or this website, in consideration for using and/or operating the Bike.

3.4 This Agreement is governed by the applicable laws of Tennessee. If any provision of this Agreement is found to be unenforceable, all other provisions will be given full force and effect.

#### **4. Acceptance of Agreement and Terms and Conditions by Rider:**

Rider expressly acknowledges that he/she has carefully read the entire Agreement, including the Terms and Conditions, and understands this Agreement, including, but not limited to, the Waiver and Liability, Assumption of Risk and Indemnification Provisions fully and expressly agrees to be bound by this Agreement. After careful deliberation, Rider voluntarily gives his/her consent and expressly agrees to all the conditions included in this Agreement as set forth above. Rider has read, understands and expressly agrees to the above Agreement and Terms and Conditions.

ORDINANCE 60-2017-18

AN ORDINANCE REPEALING THE “INTERNAL SERVICE FUND GUIDELINES,” AND APPROVING A NEW INTERNAL SERVICE FUND ORDINANCE

*WHEREAS*, the City Council, pursuant to legislation approved by the City Council on September 5, 1996, (with an effective date of July 1, 1996), and subsequently revised January 29, 1998, and revised again July 1, 1999, has previously established “Internal Service Fund Guidelines” pertaining to the payment of liability claims (to include lawsuits), as set forth in its current form at Exhibit A attached hereto; and

*WHEREAS*, the City Charter, as pertains to the duties of the City Attorney with respect to claims and litigation, provides in pertinent part as follows:

**Article VI. Organization and Personnel.**

**Section 3. City Attorney.**

(b) The City Attorney shall direct the management, under the supervision of the City Council, of all litigation in which the City is a party . . . . He shall represent the City in all legal matters and proceedings in which the City is a party or interested, or in which any of its officers are officially interested; attend all meetings of the City Council, [and] advise the City Council, its members, and committees, and the heads of all departments, and all City boards, authorities, and commissions, as to all legal questions affecting the City’s interest . . . . Except as otherwise directed by this Charter or by ordinance, he shall have full charge of all legal proceedings in which the City is a party.

and;

*WHEREAS*, state law of general application, which trumps provisions of the state law, private act, City Charter, at Tennessee Code Annotated §6-54-512, establishes what actions of a governing body of a municipality shall be by ordinance and provides as follows:

**Tenn. Code Ann. §6-54-512. Actions of governing body to be by ordinance.**

The following actions of the governing body of a municipality shall be by ordinance unless otherwise allowed by general law to be done by resolution:

- (1) Any action required by general law or the charter of a municipality to be by ordinance; or
- (2) Any action that:
  - (A) Levies a tax;
  - (B) Makes a special assessment;
  - (C) Is permanent in nature; or
  - (D) Has a regulatory or penal effect.



and;

*WHEREAS,* the City Council finds that the best interests of the citizens requires that the “Internal Service Fund Guidelines,” as previously adopted, be repealed, and a new ordinance providing for participation by the whole City Council with regard to the payment of claims / litigation settlements above a certain amount, with appropriate authority being granted to the City Attorney for settlement authority for claims in a lesser amount, and with appropriate authority being granted to the City Risk Manager, after consultation with the City Attorney, for settlement authority for claims in a lesser amount than that prescribed for the City Attorney, should be adopted by the City Council, all as specified herein below.

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

1. That the current City “Internal Service Fund Guidelines” previously approved by the City Council on September 5, 1996 (and effective July 1, 1996), as revised January 29, 1998, and revised again July 1, 1999, be and the same is hereby repealed.
2. That the following shall be adopted as a new City Code Section 6-514. (Internal Service Fund):

**Section 6-514. Internal Service Fund.**

- (a) There is hereby established an Internal Service Fund to serve as a mechanism and accounting account for purpose of administering and paying, as determined by appropriate authorities as set forth herein below, claims and litigation settlements made against the City. As used herein the word “claim” shall include pre-litigation settlements, settlements of pending litigation, and / or payments of judgments against the City. The types of claims to be covered and administered through the Internal Service Fund shall only include, On-the Job Injury claims, general liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or local law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney.
- (b) The City Attorney, and his / her assistants, shall be responsible for claims and litigation management, under the supervision of the City Council, not otherwise inconsistent with his duties as City Attorney as provided in the City Charter, or with state law of general application, to include the Tennessee Rules of Professional Conduct for attorneys. The City Attorney shall have full authority

regarding the determination as to whether to retain outside counsel, and the selection of outside counsel, with regard to all legal matters involving the City, to include defense of claims made or threatened against the City, and the City Attorney shall make reports to the City Council regarding same from time to time, or as otherwise directed by the Mayor or City Council.

- (c) The Director of Finance, and his / her assistants, shall be responsible for administering and collecting sufficient sums from the various departments, in a fair way and on an actuarial type basis, using prior claim history for each department, and other pertinent factors, in a manner to be determined by the Risk Manager, in consultation with the Director of Finance, in order to fund and maintain the Internal Service Fund in an amount sufficient to pay claims on an annual budget basis. Said Internal Service Fund shall be a separate fund accounted for separately from the City general fund and other funds. The Director of Finance may establish procedures for the requisition and documentation of payments made out of the Internal Service Fund, not otherwise inconsistent with the provisions herein, the City Charter, and state law of general application. Except for OJI claims, an executed release shall be obtained in so far as possible from the claimant(s) for non-litigation settlement payments, and litigation settlements not involving a judgment against the City.

- (d) Specific claim / litigation settlement authority shall be as follows:

- (1) On-the-Job Injury claims, not involving litigation, shall be evaluated by the City Risk Manager (who may consult with the City Attorney) and may be settled for up to the maximum amount of payment by the City for On-the-Job Injuries as provided by the City OJI program.
- (2) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, up to an amount of \$7,500.00 (SEVEN THOUSAND AND FIVE HUNDRED DOLLARS) or less, may be approved for payment by the City Risk Manager.
- (3) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established

by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, up to an amount of \$30,000.00 (THIRTY THOUSAND DOLLARS) or less, may be approved for payment by the City Attorney.

(4) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, greater than \$30,000.00 (THIRTY THOUSAND DOLLARS), may only be approved for payment by majority vote of the City Council.

(e) Nothing herein limits or prohibits the authority of the City Attorney to pursue litigation on behalf of the City with the City as plaintiff, as is provided for, or authorized by, either expressly or by implication, the City Charter, the City Code, state law of general application, or federal law, or as authorized by action of the City Council.

3. This ordinance shall take effect with the start of the new fiscal year on July 1, 2018.

*FIRST READING:*

*SECOND READING:*

*EFFECTIVE DATE:*

## **Sec. 2-205. - Restriction on number of retail liquor stores.**

(a) There shall be no more than one (1) retail liquor store within the city per every six thousand (6,000) residents of the city as per the most recent United States census population count for the city, except there shall be no reduction in the number of retail liquor stores allowed if the population decreases as determined by any such census.

(b) The provisions of subsection (a) above shall be phased in as follows: Starting July 1, 2018, an additional two (2) retail liquor stores shall be allowed within the city, and thereafter, on July 1 of every even numbered year, an additional two (2) retail liquor stores shall be allowed, until such time as the number of allowed retail liquor stores within the city in ratio to the census population referenced in subsection (a) has been achieved.

(c) The limit on the number of retail liquor stores provided in this section shall not apply to grocery stores selling wine as permitted by state law.

(1963 Code, § 4-45; [Ord. No. 75-2015-16, § 1, 6-2-16](#) )

## **Sec. 2-214. - Procedures for processing applications for certificates of compliance for liquor stores.**

(a) Any applicant that desires to operate a retail liquor store within the city, must obtain a state retail liquor license from the State of Tennessee, Alcoholic Beverage Commission, or take such other action as is required by state law. Prior to the issuance of such state retail liquor license, applicants desiring to operate a retail liquor store and to sell liquor at retail within the city must obtain a certificate of compliance from the city, except as may be otherwise provided by state law.

(b) As permitted by state law, the city has established a limit on the number of retail liquor stores within the city as is provided by [section 2-205](#) herein. At any time the number of approved licensed retail liquor stores is less than the total limit for the number of retail liquor stores as provided in [section 2-205](#), the following procedures are established and shall govern the processing of applications for additional retail liquor stores up to the total limit on the number of retail liquor stores specified in [section 2-205](#) at that time.

(1) The city clerk shall publish online using the city website, and in a local newspaper of general circulation, for a period of three (3) consecutive calendar days, a notice that the city has an open certificate or certificates of compliance, equal to the total amount of retail liquor stores permitted by [section 2-205](#) less any previously approved certificates of compliance, for the operation of one or more retail liquor stores within the city, available to prospective applicants. The notice shall provide



that prospective applicants may obtain a written application for a certificate of compliance from the city clerk. The application form shall also be posted on the city website by the city clerk for download by the public. The notice shall further provide that the city shall accept applications for a period of twenty (20) calendar days after the last date of publication of the notice, and no applications shall be accepted after that date for that application period.

(2) The city clerk shall develop an application form with the input and assistance of the city attorney and chief of police, and provide such application to any prospective applicant upon request by the applicant. The application shall include the names, addresses, phone numbers, date of birth and driver's license information for all individuals with an ownership interest in the prospective business establishment, along with the same information for any persons who are to be in charge of the business establishment, the location of the business establishment, and such other information as the city clerk, city attorney, city building official or city chief of police require for processing said application. The application shall also include an authorization from the applicant and all owners of the prospective establishment for the city police department to conduct a criminal background check on same.

(3) During the twenty (20) calendar days period specified above, the city shall accept all written applications for processing that are properly and fully completed and timely submitted during business hours at the city clerk's office. It shall be the sole responsibility of the applicant to complete the application properly and fully and to timely submit the application.

(4) Once an application has been submitted, a copy of the application shall be referred by the city clerk to the Clarksville Police Department, which shall conduct a criminal background check of the applicant. The Clarksville Police Department shall complete its criminal background check of all applications submitted to it by the city clerk within ten (10) calendar days of receiving same from the city clerk. The results of the Clarksville Police Department criminal background check shall be filed with the application and returned to the city clerk for further processing. A copy of the application shall also be referred by the city clerk to the Clarksville Department of Buildings and Codes, which shall conduct a review to determine if the applicant's proposed business location is properly zoned for use as a retail liquor store. The results of the Clarksville Department of Buildings and Codes zoning check shall be filed with the application and returned to the city clerk for further processing.

(5) Upon return of an application after the criminal background check by the Clarksville Police Department to the city clerk, the city clerk shall confer with the city attorney to determine if any applicant has been convicted of a felony from any jurisdiction within a ten-year period immediately preceding the date of the application, and any other disqualifying factors as may be prescribed by state law. Any applications wherein the applicant has been found to have been convicted of same shall have their application denied and such applicant shall receive written notice of this finding and that their application has been denied by the city for that reason, or for any other reason prescribed by state law.

(6) All applicants that timely submitted a properly and fully completed application and who have passed the criminal background check shall then be eligible for further processing.

(7) If the number of applicants eligible for further processing after completion of the criminal background check is less than the number of open certificates of compliance (retail liquor stores permitted pursuant to [section 2-205](#)) that are available, then each applicant's application for a certificate of compliance shall be placed on the agenda by the city clerk for the next regular session



of the city council in the form of a separate resolution approving a certificate of compliance for each separate applicant location. At said next regular session the city council shall consider each separate resolution which shall require a majority vote for approval.

(8) If the number of applicants eligible for further processing exceeds the number of open certificates of compliance (retail liquor stores permitted pursuant to [section 2-205](#)) that are available, then each applicant's application for a certificate of compliance shall be considered based on a public lottery drawing. The city clerk shall place on the agenda for the next regular session of the city council an agenda item for a public lottery drawing pertaining to retail liquor store certificates of compliance, and listing the names of all applicants that are eligible for the public lottery drawing. Prior to said next regular session, the city clerk shall prepare separate strips of paper of equal dimensions upon which the names of each applicant seeking a certificate of compliance is typed. Each strip of paper shall then be folded twice in the same manner for each strip of paper, and then placed into an opaque container from which the drawing shall be made. At the appropriate time at the next regular city council meeting, the city mayor, or the mayor's designee, shall draw from the opaque container without viewing the inside of the container a number of the strips of paper containing the typewritten names of the applicants that are equal to the number of open certificates of compliance (retail liquor stores permitted pursuant to [section 2-205](#)) that are available. Those applicants selected by public lottery shall then be the applicants accepted for consideration of the applicant's application for a certificate of compliance by the city council.

(9) In those circumstances where the provisions of subsection (b)(8) above applies, upon the conclusion of the public lottery drawing, each applicant selected during the public lottery drawing shall have their application for a certificate of compliance immediately considered at the same session as the public lottery drawing, by the city council by separate resolution for each selected applicant location, which shall require a majority vote for approval.

(10) Any applicant who has been approved for a certificate of compliance by the city council who does not then make application for a retail liquor store license from the Tennessee Alcoholic Beverage Commission within one hundred twenty (120) calendar days of the date of approval of the resolution for a certificate of compliance by the city council, may have their certificate of compliance repealed by a separate resolution of the city council.

(11) Any certificate of compliance approved by resolution of the city council for any applicant, who, prior to obtaining their retail liquor store license from the Tennessee Alcoholic Beverage Commission, is subsequently convicted of any felony from any jurisdiction, may have their certificate of compliance repealed by a separate resolution of the city council.

(12) As provided by state law, any applicant's application for a certificate of compliance that is selected through the public lottery method prescribed herein that is not voted on by the city council within sixty (60) days from the date such applicant's application is submitted to the city clerk shall be deemed granted.

( [Ord. No. 75-2015-16, § 2, 6-2-16](#) )