



**CLARKSVILLE CITY COUNCIL
REGULAR SESSION
FEBRUARY 7, 2019, 7:00 P.M.**

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

AGENDA

PUBLIC COMMENTS

- 6:55 pm *Kirk Zeaman*

- 1) CALL TO ORDER *Mayor Joe Pitts*
- 2) PRAYER *Minister James Coles, New Galilean Full Gospel Church*
- 3) PLEDGE OF ALLEGIANCE *Cpt. William Welty, City Hall Security Officer*
- 4) ATTENDANCE *City Clerk Sylvia Skinner*
- 5) SPECIAL RECOGNITIONS *Mayor Joe Pitts*
- 6) PLANNING COMMISSION *Councilman Richard Garrett*

ZONING: PUBLIC HEARING

1. **ORDINANCE 42-2018-19** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of Ben Kimbrough, Coy Baggett, Jr., et al, Sango Place/Cal McKay-Agent, for zone change on property located south of 101st Airborne Division Parkway, east of Fort Campbell Boulevard, and west of Victory Road from C-5 Highway & Arterial Commercial District to C-2 General Commercial District (RPC: Approval/Approval)

2. **ORDINANCE 43-2018-19** (First Reading) Amending the Zoning Ordinance and map of the City of Clarksville, application of WBW Developers Group for zone change on property at the northwest corner of 101st Airborne Division Parkway and Ash Ridge Drive from C-5 Highway & Arterial Commercial District to C-2 General Commercial District *(RPC: Approval/Approval)*

REAPPORTIONMENT

1. **ORDINANCE 41-2018-19** (First Reading) Amending the Official Code to reapportion the City of Clarksville for the purpose of electing persons for the office of City Council Member [recently annexed territory east of Swift Fox Drive and off Rossview Road]

7) CONSENT AGENDA *City Clerk Sylvia Skinner*

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 29-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Estate of Harold W. Weakley, Kathy Biter, Executrix, for zone change on property located north of Crossland Avenue, East of Martin Street, South of Washington Street, and west of Greenwood Avenue from R-4 Multiple Family Residential District to IC Institutional/Civic District

2. **ORDINANCE 38-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Phillip O'Neill Walker, Houston Smith-Agent, for zone change on property located at the intersection of Ringgold Road and Brentwood Circle from AG Agricultural District, R-1 Single Family Residential District and C-1 Neighborhood Commercial District to R-4 Multiple Family Residential District

3. **RESOLUTION 41-2018-19** Approving appointments to the Clarksville Housing Authority, Senior Citizens Board, and Two Rivers Company

- *Senior Citizens Board: Daniel Dell (replace Cindy Johnson-resigned) - February 2019 through April 2019*
- *Housing Authority: John Hunt (replace Keith Norris-term expired) - February 2019 through September 2023*
- *Two Rivers Company: Dr. Christine Wenrick (replace Charlsie Hand-term expired) - February 2019 through October 2021*

4. **RESOLUTION 42-2018-19** Approving a Certificate of Compliance for sale of wine at Chum's Marathon (811 Peachers Mill Road) *(CPD: No Criminal History)*

5. **RESOLUTION 43-2018-19** Approving a Certificate of Compliance for sale of wine at Publix, 920 Highway 76 *(CPD: No Criminal History)*

6. Adoption of Minutes: January 2, January 3

8) COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE *Chairman David Allen*

1. Department Reports

9) FINANCE COMMITTEE *Chairman Jeff Burkhardt*

1. **RESOLUTION 44-2018-19** Authorizing an interlocal agreement with Fort Campbell, Kentucky (U.S. Department of Defense/Department of the Army) pertaining to transportation of natural gas over the Clarksville Gas & Water natural gas pipeline infrastructure *(Finance Committee and Gas & Water Committee: Approval)*
2. **RESOLUTION 45-2018-19** Authorizing an interlocal agreement with Hopkinsville Sewerage and Waterworks Commission *(Finance Committee and Gas & Water Committee: Approval)*

10) GAS & WATER COMMITTEE *Chairman Bill Powers*

1. **ORDINANCE 39-2018-19** (First Reading) Authorizing extension of utility services to 160 Excell Road; request of Krueckerberg, LLC *(Gas & Water Committee: Approval)*
2. **ORDINANCE 40-2018-19** (First Reading) Authorizing extension of utility services to property on Rossvie Road; request of C & H & Properties *(Gas & Water Committee: Approval)*
3. **RESOLUTION 46-2018-19** Authorizing an interlocal agreement with Woodlawn Utility District to provide water service to Ridgeland Estates *(Gas & Water Committee: Approval)*
4. Department Report

11) PARKS & RECREATION *Chairlady Valerie Guzman*

1. Department Report

12) PUBLIC SAFETY COMMITTEE *Chairman Jeff Henley*

1. Department Reports

13) STREETS & GARAGE COMMITTEE *Chairman Tim Chandler*

1. Department Reports

14)TRANSPORTATION COMMITTEE *Chairlady Wanda Smith*

1. Department Reports

15) MAYOR AND STAFF REPORTS *Mayor Joe Pitts*

16) ADJOURNMENT

CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on: February 7, 2019. The public hearing will be held on: January 31, 2019.

CITY ORD. #: 42-2018-19 RPC CASE NUMBER: Z-1-2019

Applicant: BEN KIMBROUGH ETAL COY BAGGETT JR. ETAL

Agent: Sango Place Gp Cal Mckay

Location: Properties south of 101st Airborne Division Parkway, east of Ft. Campbell Blvd, & west of Victory Rd.

Ward #: 3

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

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 43-2018-19 RPC CASE NUMBER: Z-3-2019

Applicant: WBW DEVELOPERS GROUP

Agent:

Location: at the Northwest corner of 101st Airborne Division Parkway & Ash Ridge Drive

Ward #: 3

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

STAFF RECOMMENDATION:

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE 1/30/2019

CASE NUMBER: Z - 1 - 2019

NAME OF APPLICANT Ben Kimbrough Etal

Coy Baggett Jr. Etal

AGENT: Sango Place Gp

Cal Mckay

GENERAL INFORMATION

TAX PLAT: 030

030-N-E

PARCEL(S): 034.00, 035.05, 010.02
058.01

ACREAGE TO BE REZONED: 16.28

PRESENT ZONING: C-5

PROPOSED ZONING: C-2

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Properties south of 101st Airborne Division Parkway, east of Ft. Campbell Blvd, & west of Victory Rd.

CITY COUNCIL WARD: 3

COUNTY COMMISSION DISTRICT: 13

CIVIL DISTRICT: 3

DESCRIPTION OF PROPERTY Fairly level grassland with street stubs bordering the property.
AND SURROUNDING USES:

APPLICANT'S STATEMENT Property is no longer marketable as C-5 due to the limited access. C-2 will allow more
FOR PROPOSED USE: flexibility for potential development

GROWTH PLAN AREA: CITY

PLANNING AREA: Peachers Mill

PREVIOUS ZONING HISTORY: Z-33-1992

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 DEPARMENT
- ☐ 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 on property. Sewer

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

No traffic assessment required. Replat needed for Victory Road.

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:

No Comment(s) Received

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

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

Comments received from department and they had no concerns.

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

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 with development, however existing zoning classification would produce the same.

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Victory Rd., Eagle Ct., Bastogne St., Nam St.

DRAINAGE COMMENTS: Drains relatively east

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

193 potential

POPULATION:

521

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE LAND USE PLAN

Peachers Mill Planning Area - This area is a combination of mature and newly platted subdivisions, primarily single family in nature. The construction of the 101st Parkway has had an impact here as it vastly improved the linkage between US 41 A and US 79. Even though the Parkway has limited access, it is creating pressure for commercial nodes at its intersections with local roads.

STAFF RECOMMENDATION: APPROVAL

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The proposed C-2 Zoning classification affords mixed use (commercial/multi-family residential) development potential.
- 3.** The adopted Land Use Opinion Map identifies this area as potential for Mixed Used Corridor & the Land Use Plan further details that mixed use, residential & commercial developments should be encouraged.
- 4.** Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.

5.

3

Z-1-2019

APPLICANT:

BEN KIMBROUGH ETAL
&
COY BAGGETT JR. ETAL

REQUEST:

C-5 TO C-2

MAP AND PARCEL

030 03400
030 03505 (P)
030 05801 (P)
030N E 01002 (P)

+/- ACRES

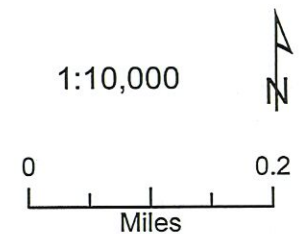
16.28

Legend

CASE



Z-1-2019



DATE: 1/30/2019

Z-1-2019

APPLICANT:

BEN KIMBROUGH ETAL
&
COY BAGGETT JR. ETAL

REQUEST:

C-5 TO C-2

MAP AND PARCEL

030 03400
030 03505 (P)
030 05801 (P)
030N E 01002 (P)

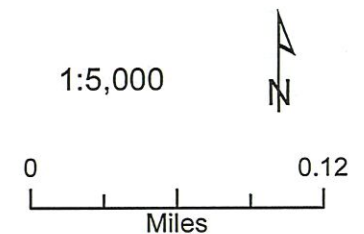
+/- ACRES

16.28

Legend

CASE

 Z-1-2019



DATE: 1/30/2019

Z-1-2019

APPLICANT:

BEN KIMBROUGH ETAL
&
COY BAGGETT JR. ETAL

REQUEST:

C-5 TO C-2

MAP AND PARCEL

030	034.00
030	035.05 (P)
030	058.01 (P)
030N E	010.02 (P)

+/- ACRES






16.28

Legend

CASE

 Z-1-2019

Zoning

 R-1
 R-1A
 R-2
 R-3
 R-4/R-5
 RM-1
 PUD
 C-3
 C-5



1:10,000



0 0.2
Miles

DATE: 1/30/2019

CASE NUMBER: Z 1 2019

MEETING DATE 1/30/2019

APPLICANT: Ben Kimbrough Etal

Coy Baggett Jr. Etal

PRESENT ZONING C-5

PROPOSED ZONING C-2

TAX PLAT # 030

PARCEL 034.00, 035.05, 058.01

GEN. LOCATION Properties south of 101st Airborne Division Parkway, east of Ft. Campbell Blvd, & west of Victory Rd.

PUBLIC COMMENTS

None received as of 10:45 A.M. on 1/30/2019 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 1/30/2019

CASE NUMBER: Z - 2 - 2019

NAME OF APPLICANTPaul

Cooper Sr

AGENT: Houston

Smith

GENERAL INFORMATION

TAX PLAT: 009

PARCEL(S): 03701

ACREAGE TO BE REZONED: 3.83

PRESENT ZONING: R-1

PROPOSED ZONING: R-4

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Property at the southwest corner of Tylertown Rd. & Oakland Rd.

CITY COUNCIL WARD: 12

COUNTY COMMISSION DISTRICT: 19

CIVIL DISTRICT: 2

DESCRIPTION OF PROPERTY Irregular shaper tract of land with slight slope located at the southwest corner of the
AND SURROUNDING USES: intersection.

APPLICANT'S STATEMENT Multifamily development
FOR PROPOSED USE:

GROWTH PLAN AREA: CITY

PLANNING AREA: Trenton Road

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 DEPARMENT
- ☐ 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:

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

3. DRAINAGE COMMENTS:

4. CDE/CEMC:

5. FIRE DEPT/EMERGENCY MGT.:

6. POLICE DEPT/SHERIFF'S OFFICE:

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

8. SCHOOL SYSTEM:

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

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: Tylertown Rd. & Oakland Rd. (Driveway accesses limited per Clks. St. Dept.)

DRAINAGE COMMENTS: East & West

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

POPULATION:

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE LAND USE PLAN

Trenton Road Planning Area: The dominant transportation corridor in the area is I-24, strongly supported by Wilma Rudolph Blvd. & 101st Airborne Parkway. Exit 1 I-24 interchange with Trenton Road has seen tremendous growth since 2000.

STAFF RECOMMENDATION: **DEFER**

1. Request to defer the application from the Applicant/Agent.

2.

3.

4.

5.



Z-2-2019

APPLICANT:

PAUL COOPER SR.

REQUEST:

R-1 TO R-4

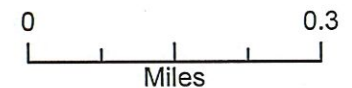
MAP AND PARCEL

009 03701

+/- ACRES

3.83

1:12,500



DATE: 1/30/2019



Z-2-2019

APPLICANT:

PAUL COOPER SR.

REQUEST:

R-1 TO R-4

MAP AND PARCEL

009 03701

+/- ACRES

3.83

1:4,000




DATE: 1/30/2019

Z-2-2019

Legend

CASE

 **Z-2-2019**



CASE NUMBER: Z 2 2019 **MEETING DATE** 1/30/2019

APPLICANT: Paul Cooper Sr

PRESENT ZONING R-1 **PROPOSED ZONING** R-4

TAX PLAT # 009 **PARCEL** 03701

GEN. LOCATION Property at the southwest corner of Tylertown Rd. & Oakland Rd.

PUBLIC COMMENTS

None received as of 10:45 A.M. on 1/30/2019 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE 1/30/2019

CASE NUMBER: Z - 3 - 2019

NAME OF APPLICANT Wbw Developers Group

AGENT:

GENERAL INFORMATION

TAX PLAT: 030P-0

PARCEL(S): 002.00 & 004.00

ACREAGE TO BE REZONED: 2.79

PRESENT ZONING: C-5

PROPOSED ZONING: C-2

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: at the Northwest corner of 101st Airborne Division Parkway & Ash Ridge Drive

CITY COUNCIL WARD: 3

COUNTY COMMISSION DISTRICT: 10

CIVIL DISTRICT: 3

DESCRIPTION OF PROPERTY Vacant C-5 lot with access to Ash Ridge Dr.

AND SURROUNDING USES:

APPLICANT'S STATEMENT To open up additional uses of property for marketing.

FOR PROPOSED USE:

GROWTH PLAN AREA: CITY

PLANNING AREA: Lafayette

PREVIOUS ZONING HISTORY: Z-39-1999

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 DEPARMENT
- ☐ 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:

No traffic assessment required. No access to SR 374/Purple Heart Parkway permitted.

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:

No Comment(s) Received

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

Comments received from department and they had no concerns.

8. SCHOOL SYSTEM:

Comments received from department and they had no concerns.

ELEMENTARY:

MIDDLE SCHOOL:

HIGH SCHOOL:

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 Minimal
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Ash Ridge Drive

DRAINAGE COMMENTS: Northwest

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

33 potential

POPULATION:

89

ELEMENTARY SCHOOL STUDENTS:

MIDDLE SCHOOL STUDENTS:

HIGH SCHOOL STUDENTS:

APPLICABLE LAND USE PLAN

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

STAFF RECOMMENDATION: APPROVAL

- 1. The proposed zoning request is consistent with the adopted Land Use Plan.**
- 2. The proposed C-2 Zoning classification affords mixed use (commercial/multi-family residential) development potential.**
- 3. The adopted Land Use Opinion Map identifies this area for Commercial & Multi-Family Development & the Land Use Plan further details that mixed use, residential & commercial developments should be encouraged.**
- 4. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.**

5.

Z-3-2019

APPLICANT:

**WBW DEVELOPERS
GROUP**

REQUEST:

C-5 TO C-2

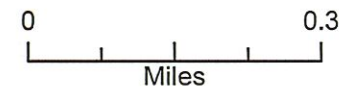
MAP AND PARCEL

030P O 002.00
030P O 004.00

+/- ACRES

2.79

1:12,500



DATE: 1/30/2019



Legend

CASE

Z-3-2019

Z-3-2019

APPLICANT:

**WBW DEVELOPERS
GROUP**

REQUEST:

C-5 TO C-2

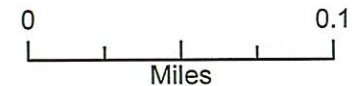
MAP AND PARCEL

**030P O 002.00
030P O 004.00**

+/- ACRES

2.79

1:4,000



DATE: 1/30/2019

Z-3-2019

**Purple Heart Pkwy
Purple Heart Pkwy**

Thistlewood Dr

Havendale Ct

Bevard Rd

Andrew Dr

Setter Rd

Morton Rd

Ash Ridge Dr

Rowand Ct

Timber Ridge Dr

Shaw Dr

Evans Rd

Legend

CASE

 **Z-3-2019**

Z-3-2019

APPLICANT:

**WBW DEVELOPERS
GROUP**

REQUEST:

C-5 TO C-2

MAP AND PARCEL

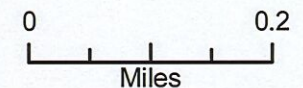
030P O 002.00

030P O 004.00

+/- ACRES

2.79

1:10,000







DATE: 1/30/2019

Legend

CASE

 **Z-3-2019**

Zoning

 **AG**
 **R-1**
 **R-1A**
 **R-2**
 **R-2A**
 **R-2D**
 **R-3**
 **R-4/R-5**
 **RM-1**
 **RM-2**
 **O-1**
 **C-1**
 **C-2**
 **C-5**



CASE NUMBER: Z 3 2019 **MEETING DATE** 1/30/2019

APPLICANT: Wbw Developers Group

PRESENT ZONING C-5

PROPOSED ZONING C-2

TAX PLAT # 030P-0

PARCEL 002.00 & 004.00

GEN. LOCATION at the Northwest corner of 101st Airborne Division Parkway & Ash Ridge Drive

PUBLIC COMMENTS

None received as of 10:45 A.M. on 1/30/2019 (A.L.)

ORDINANCE 42-2018-19

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF BEN KIMBROUGH, COY BAGGETT, JR., ET AL, SANGO PLACE/CAL MCKAY-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED SOUTH OF 101ST AIRBORNE DIVISION PARKWAY, EAST OF FORT CAMPBELL BOULEVARD, AND WEST OF VICTORY 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 C-5 Highway & Arterial Commercial District, as C-2 General Commercial District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a concrete monument (old), said monument being on the southern right of way of S.R. 374 and the western right of way of Victory Road, said monument also being S 02° 49'; W for a distance of 120 from the centerline intersection of S.R. 374 and Victory Road, said monument also being the northeastern corner of the herein described parcel; Thence, along the said western right of way of Victory road for the next 6 calls, South 06 degrees 40 minutes 16 seconds East for a distance of 134.26 feet to an iron pin old; Thence, South 06 degrees 40 minutes 16 seconds East for a distance of 18.32 feet to the beginning of a non-tangential curve to an iron rod new; Said curve turning to the right through an angle of 25° 11' 00", having a radius of 310.00 feet, and whose long chord bears South 06 degrees 00 minutes 46 seconds West for a distance of 135.16 feet to an iron pin new; Thence, South 18 degrees 36 minutes 16 seconds West for a distance of 57.30 feet to the beginning of a curve, Said curve turning to the left through 40° 43' 26", having a radius of 175.00 feet, and whose long chord bears South 01 degrees 45 minutes 27 seconds East for a distance of 121.78 feet to the beginning of a non-tangential curve to an iron pin new; Said curve turning to the left through 34° 01' 06" having a radius of 175.00 feet, and whose long chord bears South 39 degrees 07 minutes 43 seconds East for a distance of 102.38 feet to the beginning of a non-tangential curve to an iron pin new, said curve the southeastern corner of the herein described parcel; Thence, leaving said Victory Road right of way and along the north property line of the Harvey properties

remaining lot of Parcel 58.01 as described in ORV 1212, page 2378, said curve turning to the right through an angle of 00° 43' 31", having a radius of 1482.40 feet, and whose long chord bears South 34 degrees 13 minutes 20 seconds West for a distance of 18.76 feet to a point of intersection with a non-tangential line to an 3/8" iron rod old; Thence, continuing with said Parcel 58.01, North 84 degrees 47 minutes 22 seconds West a distance of 112.36 feet to an iron rod old, said point being the northeastern corner of lot 24 of the Campbell Mobile Estates subdivision as described in plat book 18, page 18; Thence, continuing along said subdivision along lots 22-23 for the next 2 calls, North 85 degrees 25 minutes 16 seconds West for a distance of 13.91 feet to an iron pin new; Thence, North 85 degrees 25 minutes 16 seconds West for a distance of 425.42 feet to an iron rod old; Thence, along said subdivision along lots 5-16 and lots 21-22 for the next 2 calls, South 70 degrees 44 minutes 29 seconds West for a distance of 1251.11 feet to an iron rod old; Thence, South 71 degrees 29 minutes 24 seconds West for a distance of 125.71 feet to a concrete monument old; Thence, along the northern right of way of Eagle St., South 70 degrees 20 minutes 22 seconds West for a distance of 51.62 feet to a concrete monument, said point being the northeastern corner of the Huneycutt Properties, LP as described in ORV 1009, page 663; Thence, along said Huneycutt properties South 70 degrees 56 minutes 15 seconds West for a distance of 165.28 feet to a concrete monument old located in the eastern right of way of said Ft. Campbell Blvd.; Thence, leaving said Huneycutt properties and along the eastern right of way of Fort Campbell Blvd., North 15 degrees 04 minutes 47 seconds West for a distance of 60.41 feet to a concrete monument located in the southern right of way of said S.R. 374, said point being the north west corner of the herein described parcel; Thence, leaving said Fort Campbell Blvd. right of way and along the southern right of way of S.R. 374 for the next 4 calls, North 54 degrees 30 minutes 04 seconds East for a distance of 938.92 feet to a concrete monument old; Thence, North 64 degrees 28 minutes 45 seconds East for a distance of 790.71 feet to a concrete monument old; Thence, North 78 degrees 28 minutes 22 seconds East for a distance of 309.27 feet to a concrete monument old; Thence, North 83 degrees 09 minutes 55 seconds East for a distance of 248.36 feet to the point of beginning, said parcel containing 706,025 Square Feet or 16.21 +/- Acres. Further identified as Tax map 30, Parcel(s) 34, 35.05, 58.0 & Tax map 30-N-E, Parcel 10.02

ORDINANCE 43-2018-19

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF WBW DEVELOPERS GROUP FOR ZONE CHANGE ON PROPERTY AT THE NORTHWEST CORNER OF 101ST AIRBORNE DIVISION PARKWAY AND ASH RIDGE 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 C-5 Highway & Arterial Commercial District, as C-2 General Commercial District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 166 +/- southwest of the Rowland Ct. & Ash Ridge Drive intersection, located in the west right of way of Ash Ridge Dr., further identified as the southeast corner of the Johnny Piper property, thence in a southerly direction 191 +/- feet with the west right of way margin of Ash Ridge Dr, to a point, said point being the northeast corner of the DG investments X LLC property, thence in a westerly direction, 183 +/- feet with the northern boundary of the DG investments X LLC property to a point, said point being the northwest corner of the DG investments X LLC property, thence in a southerly direction 250 +/- feet with the western boundary of the DG investments X LLC property to a point, said point being in the northern right of way margin of TDOT SR 374, thence in a westerly direction 212 +/- feet to a point, said point being the southeast corner of the Thomas W. Gentry property, thence in a northerly direction 439 +/- feet with the eastern boundaries of the Thomas W. Gentry properties to a point, said point being the southwest corner of the Singletary Construction/WBW Developers property, thence in a easterly direction 366 +/- feet with the southern boundary of the Singletary Construction/WBW Developers property & others to the point of beginning, said herein described tract containing 2.79 acres, further identified as Tax map 30-P-O, parcels 2.00 & 4.00.

ORDINANCE 41-2018-19

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE REAPPORTIONING THE CITY OF CLARKSVILLE FOR THE PURPOSE OF ELECTING PERSONS FOR THE OFFICE OF CITY COUNCIL MEMBER [ANNEXED TERRITORY EAST OF SWIFT FOX DRIVE AND ANNEXED TERRITORY OFF ROSSVIEW ROAD]

WHEREAS, Tennessee Code Annotated §6-54-102 provides that municipalities may redistrict into new wards whenever, for proper reasons, they deem it expedient to do so; and

WHEREAS, the Charter of the City of Clarksville, Article II, Section 1., subsection (a), provides that the City shall be divided into twelve (12) wards for the purpose of electing twelve (12) persons for the office of Councilman; and

WHEREAS, the Charter of the City of Clarksville, Article II, Section 1., subsection (b) provides that the City Council shall by ordinance divide the city into twelve (12) wards to apportion the City Council so that the Councilmen elected from wards shall represent substantially equal populations; and

WHEREAS, the Charter of the City of Clarksville, Article II, Section 1., subsection (b) provides that the City Council may reapportion at any time thereafter, if it deems such action necessary to maintain substantially equal representation based on population; and

WHEREAS, the City, through enactment of Ordinance 13-2011-12, adopted September 1, 2011, codified at City Code Section 1-101, has previously approved a redistricting of wards for re-apportionment purposes based on substantially equal populations; and

WHEREAS, the City recently annexed property into the City limits by approval of Resolution 24-2018-2019 and Resolution 33-2018-2019 which contains a metes and bounds legal description of the annexed territories, and which is incorporated herein; and

WHEREAS, due to the recent the annexations, it is necessary to apportion the recently annexed areas into appropriate wards for the purpose of electing persons to the office of City Council member in such a way as to maintain substantially equal representation among the wards based on population and the principle of “one person, one vote;” and

WHEREAS, the Clarksville City Council finds that these objectives can and should be achieved by adding part of the recently annexed properties to the current boundaries of Ward 10, and by adding a separate part of the recently annexed properties to the current boundaries Ward 12, thereby enlarging the territorial area of each such ward, while maintaining a substantially equal representation of population between or among each ward, based on the latest census population data, all as depicted in and on the maps labeled Exhibit A1 (new overall ward bound map, to include the additional annexed areas added to Wards 10 and 12, and showing no change to any other ward boundary); Exhibit A2 (close-up view of Ward 10 showing additional annexed area being added to Ward 10); and Exhibit A3 (close-up view of Ward 12 showing additional annexed area being added to Ward 12), attached hereto and incorporated herein.

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

That Section 1-101 of the Official Code of the City of Clarksville is hereby amended by deleting the existing language in its entirety, and by substituting instead the following:

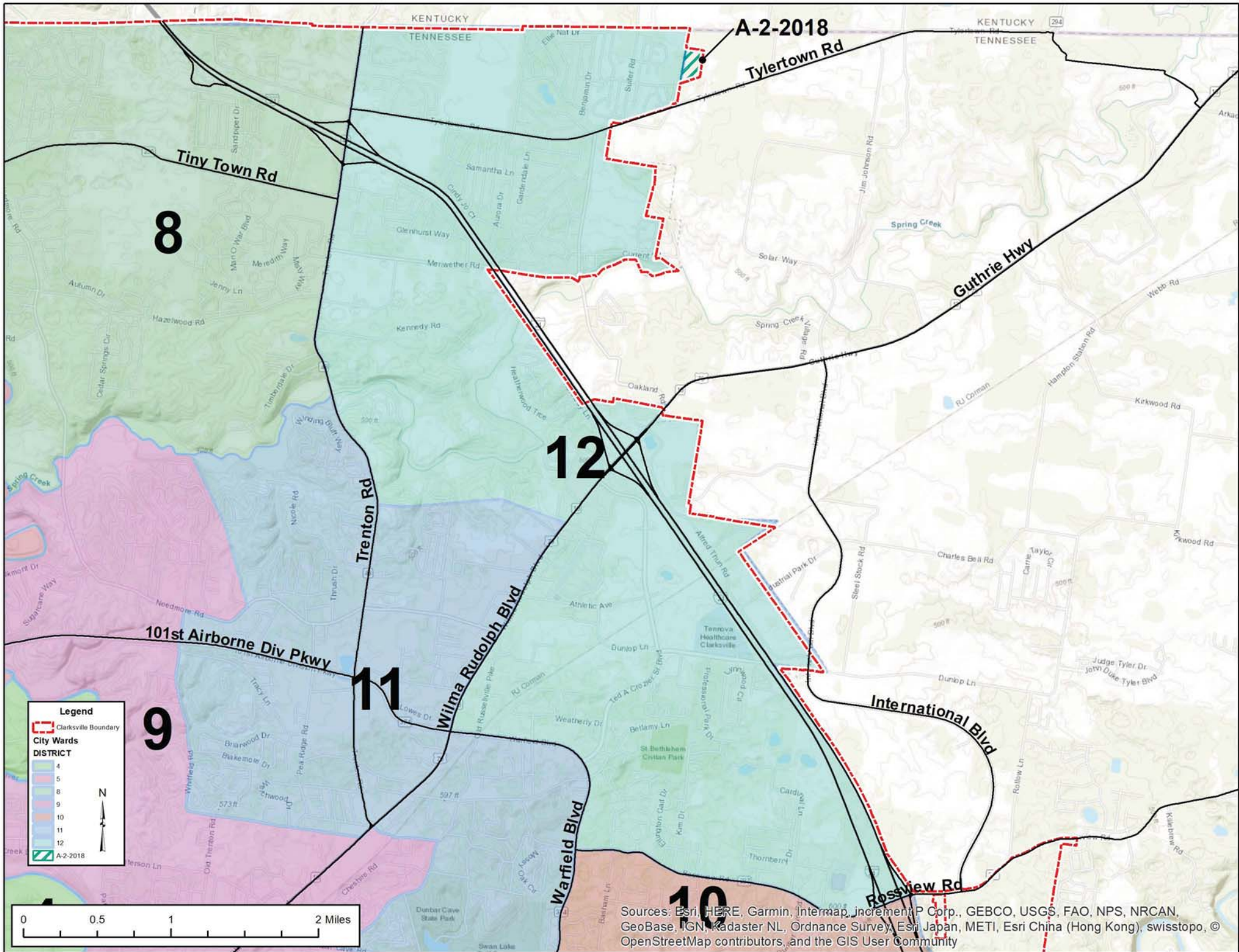
The City of Clarksville is hereby divided into twelve (12) wards of substantially equal population for the purpose of electing twelve city council members in accordance with Article II, Section 1 of the Charter of the City of Clarksville, in accordance with the map attached hereto and incorporated herein as “Exhibit A1 – City Council Wards – 2019.”

The map of the above-described ward boundaries shall be maintained on file in the office of the City Clerk, and a copy in the office of the Regional Planning Commission or any successor agency thereto.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:



ORDINANCE 29 -2018-19

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF ESTATE OF HAROLD WEAKLEY, KATHY BITER EXECUTRIX-AGENT, FOR ZONE CHANGE ON PROPERTY NORTH OF CROSSLAND AVENUE, EAST OF MARTIN STREET, SOUTH OF WASHINGTON STREET, AND WEST OF GREENWOOD AVENUE

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

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

PUBLIC HEARING: December 6, 2018
POSTPONED: December 6, 2018 to January 3, 2019
FIRST READING: January 3, 2019
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 195 +/- feet north of the centerline of the Crossland Ave. & Martin St. intersection and located in the east right of way margin of Martin St., said point further identified as northwest corner of the Clifton Perry property, thence in a northerly direction 110 +/- feet with the eastern right of way margin of Martin St. to a point, said point being of the southwest corner of the Billy C. Womble, thence in a easterly direction 162 +/- feet with the southern boundary of the Womble property to a point, thence in a northerly direction 232 +/- feet with the eastern boundary of the Womble property and other to a point, said point being in the southern boundary of the Courtney Keeling, thence in a easterly direction 33 +/- feet with the southern boundary of the Keeling property to a point, thence in a northerly direction 50 +/- feet with the eastern boundary of the Keeling property to a point, said point being in the southern boundary of the Harold W. Weakley property, thence in a easterly direction 199 +/- feet with the southern boundary of the Weakley to a point, said point being the northwest corner of the Rebecca June Keene property, thence a southerly direction 222 +/- feet with the western boundary of the Keene property and others to a point, said point being the southwest corner of the Hilary N. Tuttle property, thence in a easterly direction 231 +/- feet with the southern boundary of the Keene property to a point, said point being the northwest corner

of the Shirley Copeland property, thence in a southerly direction 58 +/- feet with the western boundary of the Copeland property to a point said point being the northeast corner of a unimproved & unnamed right of way, thence in a westerly direction 30 +/- feet with the northern right of way boundary, thence in a southerly direction 229 +/- feet with the western right of way boundary to a point, said point being the northeast corner of the Karin Gammon property, thence in a westerly direction 122 +/- feet with the northern boundary of the Gammon property to a point, said point being in the eastern boundary of the Susan Schryver property, thence in a northerly direction 35 +/- feet with the eastern boundary of the Schryver property to a point, said point being the northeast corner of the Schryver property, thence in a westerly direction 71 +/- feet with the northern boundary of the Schryver to a point, said point being the northwest corner of the Schryver property, thence in a southerly direction 14 +/- feet to a point, said point being the northeast corner of the Ross Benny Traughber property, thence in a westerly direction 358 +/- feet with the northern boundary of the Traughber property & others to a point, said point being in the eastern boundary of the 735 Martin Street Trust, thence in a northerly direction 43 +/- feet to a point, said point being the northeast corner of the 735 Martin Street Trust property, thence in a westerly direction 121 +/- feet with the northern boundary of the 735 Martin Street Trust to the point of beginning, said herein described tract containing 5.08 +/- acres, further identified as Tax Map 66-K-K, Parcel 30.01.

ORDINANCE 38-2018-19

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF PHILLIP O'NEILL WALKER, HOUSTON SMITH-AGENT, FOR ZONE CHANGE ON PROPERTY AT THE INTERSECTION OF RINGGOLD ROAD AND BRENTWOOD CIRCLE

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

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

PUBLIC HEARING: January 3, 2019
FIRST READING: January 3, 2019
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point in the north right of way of Ringgold Road, being the southeast corner of the City of Clarksville Property as recorded in ORV 630, Page 1476 ROMCT, lying approximately South 79 degrees 04 minutes West for 153 feet from the centerline intersection of Ringgold Road and Brentwood Circle; Thence leaving Ringgold Road with the east line of City of Clarksville property, on a curve to the left having a radius of 1,610.00 feet, an arc length of 525.94 feet, a delta of 18 degrees 43 minutes 00 seconds, a tangent of 265.33 feet, a chord bearing of North 16 degrees 56 minutes 11 seconds West for 523.60 feet to a point; Thence continuing along city property, North 32 degrees 11 minutes 57 seconds West for 243.30 feet to a point, being the southwest corner of the Willie Walker property as recorded in ORV 121, Page 241 ROMCT, also being the northwest corner of herein described parcel; Thence leaving City property along the Walker south property line, North 65 degrees 38 minutes 00 seconds East for 573.87 feet to a point, being the north corner of the Michelle Glorioso property as recorded in ORV 726, Page 1569 ROMCT, being the north corner of herein described parcel; Thence leaving Walker property along Glorioso west property line, South 03 degrees 40 minutes 01 seconds West for 568.00 feet to a point, lying in the west property line of Delilah Holland property as recorded in ORV 1086, Page 125 ROMCT; Thence continuing along Holland west property line, South 07 degrees 02 minutes 48 seconds East for 125.00 feet to a point; Thence continuing along Holland west property line, South 11 degrees 56 minutes 33 seconds East for 129.90 feet to a point lying in the north right of way of Ringgold Road, also being the southeast corner of herein described parcel; Thence, along north right of way on a curve to the right having a radius of 556.00 feet, an arc length of 279.53 feet, a delta of 18 degrees 43 minutes 00 seconds, a tangent of 142.79 feet, a chord bearing of South 63 degrees 00 minutes 16 seconds West for 276.60 feet to the point of beginning. Said tract-containing 6.45 +/-acres.

RESOLUTION 412018-19

A RESOLUTION APPROVING APPOINTMENTS TO THE CLARKSVILLE HOUSING AUTHORITY, SENIOR CITIZENS BOARD, AND TWO RIVERS COMPANY

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

That the Clarksville City Council hereby approves the following appointments:

Clarksville Housing Authority: John Hunt - February 2019 through September 2023

Senior Citizens Board: Daniel Dell - February 2019 through April 2019

Two Rivers Company: Dr. Christine Wenrick - February 2019 through October 2021

ADOPTED:

RESOLUTION 42-2018-19

A RESOLUTION APPROVING A CERTIFICATE OF COMPLIANCE FOR SALE OF WINE
AT CHUM'S MARATHON (811 PEACHERS MILL ROAD)

WHEREAS, Dineshbhai G. Patel has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for sale of wine at Chum's Marathon, located at 811 Peachers Mill Road; and

WHEREAS, the Clarksville Police Department has conducted a review of local criminal history and found the applicant who is to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of 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

WHEREAS, according to the Clarksville Building & Codes Department, the applicant has secured a location for the business which complies with all zoning laws adopted by the local jurisdiction as to the location of the business.

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 Dineshbhai G. Patel for sale of wine at Chum's Marathon, 811 Peachers Mill Road, Clarksville, Tennessee.

ADOPTED

RESOLUTION 43-2018-19

A RESOLUTION APPROVING A CERTIFICATE OF COMPLIANCE FOR SALE OF WINE
AT PUBLIX (920 HIGHWAY 76)

WHEREAS, John Attaway, Jr., Jeffrey Chamberlain, Joseph DiBenedetto, Jr., Tony Eugene, Randall Jones, Sr., and David Phillips have applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for sale of wine at Publix, 920 Highway 76; and

WHEREAS, the Clarksville Police Department has conducted a review of local criminal history and found the applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of 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

WHEREAS, according to the Clarksville Building & Codes Department, the applicants have secured a location for the business which complies with all zoning laws adopted by the local jurisdiction as to the location of the business.

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 John Attaway, Jr., Jeffrey Chamberlain, Joseph DiBenedetto, Jr., Tony Eugene, Randall Jones, Sr., and David Phillips, for Publix, 920 Highway 76, Clarksville, Tennessee.

ADOPTED:



**CLARKSVILLE CITY COUNCIL
SPECIAL SESSION
JANUARY 2, 2019**

MINUTES

CALL TO ORDER

A special session of the Clarksville City Council was called to order by City Attorney Lance Baker on Wednesday, January 2, 2019, at 4:12 p.m. at the Wilma Rudolph Event Center, 1188 Cumberland Drive, Clarksville, Tennessee.

The American Flag and Tennessee Flag were posted by the Clarksville Police Department Color Guard.

A prayer was offered by Pastor William Luffman, Faith Outreach Church; the Pledge of Allegiance was led by Kaylie Hill.

Mayor's Office Executive Assistant, LaVon Bracey, sang the National Anthem.

ATTENDANCE

PRESENT: Vondell Richmond (Ward 2), Ron Erb (Ward 3), Tim Chandler (Ward 4), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), David Allen (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Jeff Burkhart (Ward 12)

ABSENT: Richard Garrett (Ward 1), Bill Powers (Ward 11)

OATH OF OFFICE OF MAYOR

Mr. Baker introduce the Honorable Tim Barnes, Montgomery County Juvenile Court Judge, who administered the Oath of Office of Mayor to Joe Pitts who was elected by a majority of the voters city-wide on November 6, 2018.

Mayor Pitts said the New Year was a time to turn the page to a new chapter and new season. He said Clarksville would move forward, face headwinds, share in prosperity, eliminate lack, and find common ground and solutions together. He said with newness and success, the City has an obligation to ensure that every citizen and every neighborhood share in every achievement and victory. Mayor Pitts said although residents come from different states and different countries, with different backgrounds, perspectives, faiths, and opinions, everyone should move boldly together into the New Year in unity.

OATH OF OFFICE OF CITY COUNCIL

Mayor Pitts administered the Oath of Office of City Council to the following members elected by a majority of the voters in their respective wards on November 6, 2018:

WARD 2: Councilman Vondell Richmond
WARD 6: Councilwoman Wanda Smith
WARD 7: Councilman Travis Holleman
WARD 10: Councilwoman Stacey Streetman

NOTE: Councilman Richard Garrett Ward 1) was scheduled to take the Oath of Office on January 7, 2019, at City Hall; Councilman Bill Powers (Ward 11) was scheduled to take the Oath of Office during the City Council's Executive Session on January 3, 2019.

PRESENTATION OF CERTIFICATES OF ELECTION

Elizabeth Black, Election Administrator, presented each official with their Certificate of Election signed by members of the Montgomery County Election Commission.

ELECTION OF MAYOR PRO TEM

Mayor Pitts made a motion to elect Councilman David Allen, Ward 8, as Mayor Pro Tem for the designated two-year term. The motion was seconded by Councilman Chandler. A voice vote was taken; the motion passed.

RETIREMENT OF THE COLORS

The American Flag and Tennessee Flag were retired by the Clarksville Police Department Color Guard.

ADJOURNMENT

The meeting was adjourned at 4:48 p.m.



CLARKSVILLE CITY COUNCIL REGULAR SESSION JANUARY 3, 2019

MINUTES

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Joe Pitts on Thursday, January 3, 2019, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by Bishop Calvin Lockett, Christ the Healer Church; the Pledge of Allegiance was led by Emmanuel Bracey.

ATTENDANCE

PRESENT: Vondell Richmond (Ward 2), Ron Erb (Ward 3), Tim Chandler (Ward 4), Valerie Guzman (Ward 5), Wanda Smith (Ward 6), Travis Holleman (Ward 7), David Allen, Mayor Pro Tem (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Bill Powers (Ward 11), Jeff Burkhart (12)

ABSENT: Richard Garrett (Ward 1)

SPECIAL RECOGNITIONS

Mayor Pitts recognized members of the Mayor's Youth Council who were in the audience and thanked them for their work.

PUBLIC HEARING

Councilman Allen made a motion to conduct a public hearing to receive comments regarding a request for zone change. There was no objection.

ORDINANCE 38-2018-19 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Phillip O'Neill Walker, Houston Smith-Agent, for zone change on property located at the intersection of Ringgold Road and Brentwood Circle from AG Agricultural District, R-1 Single Family Residential District and C-1 Neighborhood Commercial District to R-4 Multiple Family Residential District

Todd Morris, developer and builder of the proposed project, offered to answer questions. Mike McLaughlin, adjacent property owner, expressed concern about increased traffic that would be created by an apartment complex and noted there were existing R-4 lots already available in the area, no sidewalks or mass transit nearby, and property values would decrease. Kenny Holland said gang activity was present in the neighborhood and drainage would become a problem.

In rebuttal, Mr. Morris said he had presented a drainage plan for the development and noted a traffic signal had already improved traffic. He said he would consider installing a fence adjacent to the single-family homes. Michael Evans said he relocated to this area to escape gang activity and traffic congestion.

Councilman Allen made a motion to revert to regular session. There was no objection.

ADOPTION OF ZONING

ORDINANCE 29-2018-19 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Estate of Harold W. Weakley, Kathy Biter, Executrix, for zone change on property located north of Crossland Avenue, East of Martin Street, South of Washington Street, and west of Greenwood Avenue from R-4 Multiple Family Residential District to IC Institutional/Civic District

The recommendations of the Regional Planning Staff and Commission were for approval. The public hearing for this ordinance was held December 6, 2018 and first reading was postponed on that date. Councilman Allen made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart.

Councilman Powers, Councilman Burkhart, Council Lady Streetman, Councilman Chandler, and Council Lady Smith expressed support for the work of Loaves & Fishes. Councilman Allen said the organization was making efforts to compromise.

Following discussion, Councilman Powers called for the question; the question was seconded by Council Lady Guzman. There was no objection to ceasing discussion. The following vote on the main motion was recorded:

AYE: Allen, Burkhart, Chandler, Erb, Guzman, Henley, Holleman, Pitts, Powers, Richmond, Smith, Streetman

The motion to adopt this ordinance on first reading passed.

The recommendation of the Regional Planning Staff and Commission were for approval of **ORDINANCE 38-2018-19**. Councilman Allen made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. Councilman Chandler said the area schools and road were already overloaded. The following vote was recorded:

AYE: Allen, Burkhardt, Henley, Holleman, Pitts, Powers, Streetman

NAY: Chandler, Erb, Guzman, Richmond, 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 23-2018-19** (Second Reading) Authorizing extension of utilities to property located on Lisa Court; request of Vernon Weakley
2. **ORDINANCE 30-2018-19** (Second Reading) Authorizing negotiations and purchase of easements and/or rights of way or use of eminent domain for acquisition of property for the Northeast Connector Project
3. **ORDINANCE 31-2018-19** (Second Reading) Authorizing negotiations and purchase of easements and/or rights of way or use of eminent domain for acquisition of property for intersection improvement at Trenton Road and Meriwether Road
4. **ORDINANCE 32-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Luke Baggett, Syd Hedrick/Byers & Harvey-Agent, for zone change on property located at the intersection of Charlotte Street and Current Street from R-3 Three Family Residential District to R-6 Single Family District
5. **ORDINANCE 33-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Crocker Rental Partnership for zone change on property located east of Ft. Campbell Boulevard, south of Park Lane, north of Maple Street, and west of Rebecca Lane from C-5 Highway & Arterial Commercial District to R-4 Multiple Family Residential District
6. **ORDINANCE 34-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Bettye G. Henley, David Henley-Agent, for zone change on property located at the intersection of Providence Boulevard, Beech Street, and Plum Street from R-4 Multiple Family Residential District to C-2 General Commercial District

7. **ORDINANCE 35-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Richard Collins for zone change on property located at the west terminus of Batts Lane from RM-1 Single Family Mobile Home Residential District to R-4 Multiple Family Residential District

8. **ORDINANCE 36-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of BJ Properties for zone change on property located at the intersection of Heritage Point Drive and Tiny Town Road from C-5 Highway & Arterial Commercial District to R-4 Multiple Family Residential District

9. **ORDINANCE 37-2018-19** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of CBP Properties, Houston Smith-Agent, for zone change on property at the intersection of High Street and Perkins Avenue from R-3 Three Family Residential District to R-6 Single Family District

10. Adoption of Minutes: December 6

Councilman Burkhart made a motion to adopt the Consent Agenda as presented. The motion was seconded by Council Lady Smith. Councilman Burkhart disclosed that he was joint owner of property affected by **ORDINANCE 31-2018-19**. Councilman Chandler voted “nay” on **ORDINANCE 33-2018-19**. The following vote was recorded:

AYE: Allen, Burkhart, Chandler, Erb, Guzman, Henley, Holleman, Pitts, Powres, Smith, Streetman

ABSTAIN: Richmond

The motion to adopt the Consent Agenda as noted passed.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

David Allen, Chair

Councilman Allen announced two houses were scheduled for demolition in Ward 6 on Stafford Street and Ford Street. November Continuum of Care Services included 391 households, 1,990 individuals, 114 transitional housing cases, 34 permanent housing cases, and 2,568 food boxes.

FINANCE COMMITTEE

Jeff Burkhart, Chair

No report; the Finance Committee did not meet in December.

GAS & WATER COMMITTEE

Bill Powers, Chair

No report; the Gas & Water Committee did not meet in December.

PARKS & RECREATION

Valerie Guzman, Chair

Those present applauded Council Lady Guzman's announcement of the births of her two grandchildren on January 1st.

Council Lady Guzman shared information on upcoming events including Pickle Ball, Chocolate Affair, and the Crow Center Valentine's Day Party.

PUBLIC SAFETY COMMITTEE

Jeff Henley, Chair

Councilman Henley shared the following monthly department statistics: Building & Codes - 1,388 inspections, 128 enforcement cases, 29 single-family permits, and 122 abatement work orders; Fire Rescue - 1,151 service calls (14,119 in 2018); Police - 161,493 calls in 2018.

STREETS & GARAGE COMMITTEE

Tim Chandler, Chair

Councilman Chandler shared the following monthly department statistics: Garage - 709 work orders (November and December), \$1.41/gallon unleaded fuel and \$1.75/gallon diesel fuel; Street Department - 216 work orders, debris pickup was available through January 15.

TRANSPORTATION COMMITTEE

Wanda Smith, Chair

Council Lady Smith shared the following monthly department statistics: CTS - 52,496 passengers including 5,946 senior citizens, 327 wheelchair passengers, 280 Warm Souls passengers, and 22 Operation Safe Ride passengers.

NEW BUSINESS

RESOLUTION 40-2018-19 Designating a portion of SR 79/Guthrie Highway as "LG Highway"

Mayor Pitts made a motion to adopt this resolution. The motion was seconded by Councilman Henley. Mayor Pitts said this would be an official name change of the roadway which included one property owner and said the directional signs on Interstate 24 would be changed by the State of Tennessee. The following vote was recorded:

AYE: Allen, Burkhart, Chandler, Erb, Guzman, Henley, Holleman, Pitts, Powers, Richmond, Smith, Streetman

The motion to adopt this resolution passed. Mayor Pitts presented a framed copy of the adopted resolution to Jen Chang of LG Electronics.

MAYOR AND STAFF REPORTS

Mayor Pitts expressed appreciation to City Clerk Sylvia Skinner, Parks & Recreation Department, and Clarksville Transit System for organizing the January 2nd Oath of Office Ceremony for elected officials.

Mayor Pitts introduced Clarksville's First Lady, Cynthia Pitts, and Chief of Staff James Halford, Air Force Veteran and Retired Fort Campbell Garrison's Director of Logistics and Strategic Planning. He expressed appreciation to LaVon Bracey, Mayor's Office Executive Assistant, and Receptionist Amanda Constantine.

ADJOURNMENT

The meeting was adjourned at 7:57 p.m.

RESOLUTION 44-2018-19

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND THE UNITED STATES OF AMERICA (DEPARTMENT OF DEFENSE / DEPARTMENT OF THE ARMY) FOR TRANSPORT OF NATURAL GAS

WHEREAS, the City of Clarksville and the United States of America, the Department of Defense, the Department of the Army, the United States Army, and the Fort Campbell Military Reservation / Army Post (FTC) have a long history of cooperation and mutual support; and

WHEREAS, the City of Clarksville, through its' Department of Gas and Water (CGW), has long provided natural gas service to the Department of the Army at the Fort Campbell Military Reservation / Army Post; and

WHEREAS, previously, pursuant to contract dated September 2, 1958, the City provided natural gas to the FTC through a supply / "sale" agreement; and

WHEREAS, the Department of the Army / FTC, effective November 1, 2011, decided to purchase natural gas directly from other government agencies and / or retailers and / or wholesalers, but such decision would still require the use of the CGW natural gas pipeline infrastructure for "transportation" of the purchased natural gas from the CGW gate to the FTC meter; and

WHEREAS, the 1958 contract did not, and does not, contain provisions pertaining to the mere "transport" of natural gas over CGW pipelines (but only pertains to the "sale" of natural gas directly from CGW to FTC), which therefore necessitates that a new contract / interlocal agreement be entered between the parties pertaining to the "transport" of natural gas over CGW pipelines to FTC; and

WHEREAS, the parties have continued an arrangement, practice or custom regarding the supply of natural gas over the CGW natural gas infrastructure since 2011, that is, the City has continued to provided natural gas "transportation" service to FTC, and FTC has continued to pay for said "transportation" of natural gas, in the absence of an updated, amended or new contract / interlocal agreement; and

WHEREAS, the City (CGW) and FTC have reached agreement on the terms and conditions pertaining to the "transportation" of natural gas over CGW natural gas pipeline infrastructure, to FTC, and now desire to memorialize said agreement through approval / adoption and execution of a new contract / interlocal agreement, attached hereto and incorporated herein as **Exhibit A**, pursuant to Tennessee Code Annotated Section 12-9-108 pertaining to the adoption of interlocal agreements among governmental entities, and pursuant to all applicable federal, state and local laws, to include ordinances and resolutions, and regulations.

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

That the Clarksville City Council hereby authorizes and approves a new contract / interlocal agreement, attached hereto and incorporated herein as Exhibit A, between the City of Clarksville, Tennessee, and the United States of America, the Department of Defense, the Department of the Army, the United States Army, and the Fort Campbell Military Reservation / Army Post (FTC), pertaining to the “transport” of natural gas over and across the CGW natural gas pipeline infrastructure, from the City gate to the FTC meter, said contract / interlocal agreement to be effective and binding upon execution by the Mayor and the appropriate representative with authority to bind the United States of America, the Department of Defense, the Department of the Army, the United States Army, and the Fort Campbell Military Reservation / Army Post (FTC).

ADOPTED:

EXHIBIT A

NATURAL GAS FIRM TRANSPORTATION AGREEMENT

This Natural Gas Firm Transportation Agreement (hereinafter referred to as the “Agreement”) is made and entered into as of this 1st day of _____, 2019 (hereinafter referred to as the “Effective Date”), by and between the City of Clarksville, Tennessee, a municipal corporation chartered under the laws of the State of Tennessee and a political subdivision of the State of Tennessee (hereinafter referred to as the “Contractor”) and the United States of America (hereinafter referred to as the “Government”), represented by the Contracting Officer executing this Agreement. The Contractor and the Government are sometimes collectively referred to in this Agreement as the “parties” or individually as a “party”.

WITNESSETH:

WHEREAS, the Government has a military post at Fort Campbell, Kentucky, which includes facilities in Montgomery County, Tennessee, in and near the City of Clarksville, Tennessee, including natural gas interconnection facilities connected to the Contractor’s municipal gas system in Montgomery County, Tennessee; and

WHEREAS, the Government requires supplies of natural gas to serve customers at Fort Campbell on a firm basis; and

WHEREAS, the Contractor owns and operates natural gas distribution facilities for the delivery of natural gas to Fort Campbell; and

WHEREAS, the Government and the Contractor are parties to a Utility Service Contract entitled Department of the Army Negotiated Gas Service Contract, Contract No. DA-15-056-AIII-505, entered into as of September 2, 1958, as amended (hereinafter called the

“Gas Sales Contract”), under which the Contractor provided firm sales service to the Government at Fort Campbell for 53 years from 1958-2011; and

WHEREAS, the Government has requested that the Contractor transport across the Contractor’s system and redeliver to the Government on a firm basis natural gas that the Government purchases from suppliers other than the Contractor and delivers to the Contractor at the Contractor’s city gate on the Tennessee Gas Pipeline Company’s interstate pipeline system, as depicted in Exhibit A hereto (hereinafter referred to as “TGP”) and to provide balancing services associated with such transportation; and

WHEREAS, through a contract with a third party marketing company, the Government has access to transportation services provided by TGP, for purposes of delivering its supplies of gas to the Contractor at the Contractor’s city gate for subsequent redelivery to the Government for ultimate distribution and consumption within the Fort Campbell military reservation; and

WHEREAS, the parties recognize that natural gas is fungible and that the physical redelivery of gas by the Contractor to the Government will be the delivery of an equivalent quantity of gas, taking into account shrinkage.

WHEREAS, the Contractor is willing and able to provide such services to the Government in accordance with the terms of this Agreement, pursuant to authority provided by an Ordinance of the City of Clarksville, Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and shall mean as follows:

1.1 “British thermal unit” or “Btu” means the amount of energy required to raise the temperature of one pound of water one degree Fahrenheit at a standard pressure of 14.73 dry pounds per square inch absolute at sixty degrees Fahrenheit.

1.2 “Business day” means any day except Saturdays, Sundays, or Federal Reserve Bank holidays.

1.3 “City gate” means the inlet side of the Contractor’s meter that connects the Contractor’s facilities with TGP’s facilities.

1.4 “Cubic foot” means the volume of gas which occupies one cubic foot when such gas is at a temperature of sixty degrees Fahrenheit (60°F) and at a pressure of thirty-three hundredths (.33) pounds per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch (fourteen and seventy-three hundredths (14.73) pounds per square inch absolute).

1.5 “Day” or “gas day” means a period of 24 consecutive hours as defined in TGP’s FERC Gas Tariff. The date of the day shall be the date at the beginning of the day, and each date used in this Agreement is the date at the beginning of the day.

1.6 “Dekatherm” or “dth” means one MMBtu.

1.7 “FERC” means the Federal Energy Regulatory Commission and any successor thereto.

1.8 “FERC Gas Tariff” means the tariff filed by an interstate pipeline company with the FERC, as it may be amended from time to time.

1.9 “Firm” means the unqualified obligation on the part of the Contractor to redeliver, on an equivalent basis, scheduled quantities of gas, less shrinkage, that are delivered to the Contractor’s city gate by the Government and the unqualified obligation on the part of the Government to receive such gas in accordance with, and subject to, the terms of this Agreement, unless a party’s performance is excused by an event of force majeure as defined in this Agreement.

1.10 “Fort Campbell takes” is defined in Section 2.4(a) of this Agreement.

1.11 “Gas” or “natural gas” means any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane.

1.12 “Gas Daily Index” means the applicable price, for deliveries into TGP (or any successor pipeline delivering the Government’s gas to the Contractor), published in *Gas Daily*, a publication of Platts, a division of McGraw-Hill Financial, in the chart entitled “Prices of Spot Gas Delivered to Pipelines (per MMBtu)” under the heading “Tennessee Gas Pipeline Co.” and the line “Louisiana, 500 Leg”, under the column “Index”, or any successor pricing point superseding “Tennessee Gas Pipeline Company, Louisiana, 500 Leg” in *Gas Daily* or pursuant to transportation through a successor pipeline. In the event *Gas Daily* ceases to be published, the parties shall select a successor Index.

1.13 “Gas Sales Contract” means the Utility Service Contract between the Contractor and the Government, identified as Contract No. DA-15-056-AIII-505, and entitled Department of the Army Negotiated Gas Service Contract, including a Negotiated Gas Rate Schedule and Gas

Service Specifications, effective as of September 2, 1958, as amended, which was the contract pursuant to which natural gas sales service was provided by the Contractor for the Government's needs at Fort Campbell and which is superseded by this Agreement.

1.14 "Maximum Daily Quantity" or "MDQ" means the maximum daily quantity of gas in MMBtu that the Government is permitted to schedule for redelivery by the Contractor to the Government under this Agreement.

1.15 "Mcf" means one thousand (1,000) cubic feet of gas.

1.16 "MMBtu" means one million British thermal units of gas.

1.17 "Month" means the period of time beginning on the first day of a calendar month and ending immediately prior to the commencement of the first day of the next calendar month.

1.18 "Shrinkage" means the quantity of gas which Contractor experiences as lost and unaccounted for between measurements at its city gate on TGP and at its customer meters on a system-wide basis.

1.19 "Year" means a period of twelve (12) consecutive months beginning on November 1 of any calendar year and ending immediately prior to the commencement of the next November 1.

ARTICLE II

CHARACTER OF SERVICE

2.1 Firm Transportation Quantities – Subject to the provisions of this Agreement, the Contractor agrees to transport for the Government its scheduled quantities of natural gas each day, less shrinkage, between the point of receipt and the point of delivery specified in Article III of this Agreement, on a firm basis, up to the MDQ. The MDQ shall be a daily quantity,

exclusive of shrinkage, of 9,700 Mcf. The Government shall notify Contractor in writing thirty days (30) prior to the anniversary date of this Contract in the event the Government request a new MDQ , which shall then take effect on the anniversary date of the contract. For each month, shrinkage shall equal a quantity of gas expressed as a percentage equal to the average system shrinkage factor reported in the Contractor's audited financial statements for the most recently audited 12-month period. On the Effective Date, the shrinkage percentage is 2.2%. The Government shall be solely responsible for the purchase of gas to be transported under this Agreement, including shrinkage, and shall be solely responsible for making all necessary transportation arrangements with TGP or any successor pipeline and with any other upstream transporters the services of which may be necessary to deliver the Government's gas to the Contractor's city gate. All deliveries in excess of the MDQ in effect on any day shall not be firm and shall be fully interruptible by the Contractor.

2.2 Nominations and Scheduling – The Government shall nominate daily transportation quantities to the Contractor on or before the day of each month that the Government nominates its daily transportation quantities to TGP for first of the month deliveries. References to "TGP" with respect to scheduling and balancing shall include any successor pipeline that is used to transport the Government's gas to the city gate or any new city gate that may be constructed by the City of Clarksville, Tennessee, during the term of this Agreement. The Government may change its nomination during the month by giving notice to the Contractor, contemporaneously with giving notice to TGP, of any change in the Government's nomination of its daily transportation quantities on TGP. Any nomination or change to a prior nomination must be communicated to the Contractor by e-mail, facsimile and telephone. Such

change shall become effective at the same time and to the same extent that the nomination change made to TGP becomes effective. A nomination shall be valid if and to the extent it is scheduled by TGP and if it is actually received by the Contractor prior to the commencement of the nominated service. The Government may schedule quantities for transportation by the Contractor that vary from the quantities it has scheduled for delivery to the Contractor on TGP only with the Contractor's prior written permission.

2.3 Back-Up Service and Excess Quantities – Except as set forth in this Agreement, the Contractor shall be under no obligation to provide the Government a back-up supply of gas in the event the Government's scheduled quantities of gas on TGP on any day are not delivered to the Contractor's city gate, or in the event the Government's usage at Fort Campbell on any day exceeds its scheduled quantities on the Contractor's system for that day. Further, the Contractor shall be under no obligation to receive at its city gate any quantities of gas tendered for delivery by the Government on any day that are in excess of the Government's scheduled nominations on the Contractor's system, except as set forth in this Agreement.

2.4 Load Management and Balancing

(a) Daily Balancing

(i) No-Notice Service: The parties recognize and acknowledge that the Contractor receives "no-notice" service on TGP under which all differences between aggregate quantities scheduled for delivery at the Contractor's city gate and actual gas flow through the meter at the city gate are automatically balanced daily by TGP through the combination of the Contractor's firm service agreements under transportation Rate Schedule FT-G and storage Rate Schedule

FS-MA. Daily imbalances between aggregate scheduled quantities at the Contractor's city gate and quantities delivered through the meter at the city gate are automatically injected into the Contractor's storage entitlements on TGP if scheduled quantities exceed actual takes, or are automatically withdrawn from the Contractor's storage entitlements on TGP if scheduled quantities are less than actual takes. The "no-notice" service received by the Contractor from TGP enables the Contractor to meet the requirements of its customers on a daily basis, including the temperature-sensitive loads of its customers who use natural gas for space heating.

(ii) Use of Contractor's Transportation and Storage Entitlements: The Contractor's firm transportation under Rate Schedule FT-G and firm storage under Rate Schedule FS-MA will be automatically used daily to handle swings in the Fort Campbell takes. The parties recognize and acknowledge that any takes by the Government at Fort Campbell on any day that are greater than or less than the Government's scheduled quantities on TGP for that day will be accounted for by TGP as a variance amount under TGP's FERC Gas Tariff and the Contractor's Rate Schedule FT-G firm transportation service agreement with TGP, and are subject to the daily load balancing provisions set forth in that Rate Schedule, and that any variance between the quantities of gas redelivered to the Government as measured at the meter at Fort Campbell plus shrinkage (hereinafter referred to as "Fort Campbell takes") and the quantities of gas scheduled by the Government on TGP for delivery to the Contractor will be automatically injected into or

withdrawn from the Contractor's contract storage under its Rate Schedule FS-MA firm storage service agreement with TGP, as applicable for undertakes or overtakes, respectively. Moreover, the use of such TGP storage also requires the Contractor to use its firm entitlements under the Contractor's Rate Schedule FT-G service firm transportation agreement with TGP to transport gas to and from TGP storage.

(iii) Impact of the "Shipper Must Have Title Rule": As required by FERC regulations, no gas may be transported or stored on TGP under the Contractor's Rate Schedule FT-G or Rate Schedule FS-MA entitlements unless such gas is owned by the Contractor, unless the Contractor has released that capacity to the shipper of the gas. Accordingly, in order to manage the Government's imbalances between the Fort Campbell takes and the Government's scheduled quantities in compliance with FERC regulations, the Contractor will be required to purchase gas from the Government on any day that the Government's scheduled quantities exceed the Fort Campbell takes or to sell gas to the Government on any day that the Fort Campbell takes exceed the Government's scheduled quantities, or to store gas in line pack, in Contractor's sole discretion.

(iv) Compensation to the Contractor: To compensate the Contractor for the Government's indirect use of the Contractor's transportation and storage entitlements on TGP and to comply with the "shipper must have title" rule, the

Contractor shall charge and the Government shall pay the daily balancing charges set forth in Section 4.4 of this Agreement.

(b) Limitations on Daily Balancing – The parties understand and acknowledge that the daily balancing service described in Section 2.4(a) must be limited to ensure that the Contractor has access to a sufficient level of its TGP firm storage and firm transportation services to meet the requirements of the Contractor's sales customers. Accordingly, the parties agree that the daily balancing service provided under this Agreement shall be limited to accommodating on any day variances between the Fort Campbell takes and the Government's scheduled quantities up to 10% of the scheduled quantities. Any daily variation in excess of that limit is unauthorized and (a) will be subject to the payment by the Government of any costs or penalties incurred by the Contractor, plus a penalty equal to the greater of (i) \$10.00 per Mcf or (ii) twice the Gas Daily Index per Mcf, and (b) will be subject to interruption in the sole discretion of the Contractor. Such penalty is supplemental to all other charges under this Agreement.

(c) Modification to Daily Balancing Provision in the Event of Changes on TGP – As set forth above in Section 2.4(a), the daily balancing service to be provided under this Agreement is dependent on the use by the Contractor of its firm transportation and firm storage entitlements on TGP. The parties understand and acknowledge that modifications may be required to the provisions of this Agreement during its term concerning the continuation of the daily balancing service as well as the conditions and charges relating to such service in the event TGP implements changes in the terms and conditions of transportation and storage service under

TGP's FERC Gas Tariff, or in the event of the termination of such services, or in the event such services are supplanted by other services on TGP or other interstate pipelines.

2.5 Operational Flow Orders – The Contractor shall have the right to issue an operational flow order (hereinafter an “OFO”) to the Government whenever an OFO is necessary, in the Contractor's sole judgment, to alleviate conditions which in the Contractor's sole judgment may threaten the operational integrity of the Contractor's system, including its FS-MA storage entitlements on the TGP system. The Contractor shall provide prior notice to the Government of the circumstances which may necessitate issuance of an OFO by telephone and e-mail to be followed by facsimile. Any OFO issued by the Contractor will set forth: (i) the time and date of its issuance; (ii) the actions the Government is required to take; (iii) the time by which the Government must come into compliance with the OFO; and (iv) any other terms that the Contractor may reasonably require to ensure the effectiveness of the OFO. If the Contractor is unable to contact the Government due to the Government's failure to designate a contact person or because such contact person is unavailable, the Government shall be solely responsible for any consequences which could have been prevented by communication. If the Government fails to comply with an OFO, it shall be charged by the Contractor (a) an unauthorized overrun penalty equal to the greater of (i) \$15.00 per Mcf or (ii) three times the Gas Daily Index per Mcf, and (b) any and all other charges which may be assessed under this Agreement, which include but are not limited to payment of the transportation charges set forth in Exhibit A, payment for gas sold to the Government, payment for the use of the Contractor's transportation and storage entitlements on the TGP system for balancing services, overrun charges from TGP, and penalties from TGP.

ARTICLE III

RECEIPT AND DELIVERY POINTS

3.1 Point of Receipt – Natural gas scheduled by the Government for transportation by the Contractor under this Agreement shall be delivered by the Government to the Contractor at its city gate on TGP.

3.2 Point of Delivery – Natural gas transported for the Government by the Contractor under this Agreement shall be redelivered to the Government at the outlet side of the Contractor's gas meter located at Fort Campbell.

ARTICLE IV

RATES AND CHARGES

4.1 Firm Transportation Charges – For all firm transportation by the Contractor pursuant to Section 2.1 of this Agreement, the Government shall pay the Contractor a transportation reservation charge and a transportation usage charge, as set forth in Exhibit A. The reservation charge shall be paid for each Mcf of the MDQ each month, without regard to the level of usage. The usage charge shall be paid for each Mcf of gas transported for the Government by the Contractor, including shrinkage.

4.2 Interruptible Overrun Rate – For all overrun transportation, authorized by the Contractor, of quantities in excess of the MDQ on any day, the Government shall pay an interruptible transportation charge equal to the 100% load factor rate of the FT charges, as set forth in Exhibit A.

4.3 Third Party Charges – In addition to the transportation charges provided for in Section 4.1 and the daily balancing charges described in Sections 2.4 and Section 4.4, the

Government shall be responsible for any and all third party charges, including but not limited to penalties, imbalance charges, overrun charges, or other costs or charges, imposed upon the Contractor by TGP, any other pipeline, or by the Contractor's gas suppliers as a result of the Government's failure to take transportation service in an amount equal to the Government's scheduled quantities established pursuant to Section 2.2.

4.4 Daily Transportation Balancing Charges – For any takes of Gas by the Government on any day that are at variance (higher or lower) from the Government's scheduled quantities on the Contractor's system for that day (an "Imbalance"), the Government shall pay the Contractor a daily transportation balancing charge as set forth in the Clarksville Firm Transportation Rate Schedule. The daily transportation balancing charge in effect on the Effective Date for each day in which there is an Imbalance shall be calculated as the product of (i) the Imbalance quantity on such day and (ii) \$0.15 per Mcf for Imbalances of not more than 10%. Imbalances greater than 10% shall be unauthorized and subject to the penalty set forth in Section 2.4(b).

In addition, for Imbalances on any day that reflect undertakes, whether or not authorized, the Government shall be responsible for providing an additional quantity equal to the amount of storage injection fuel required by TGP for injections into storage. The parties understand this quantity to be [0.80%] of the scheduled quantity on the Effective Date. The sum of the daily charges will be assessed in the monthly bill to the Government.

4.5 Monthly Gas Balancing Charges. The charges and other provisions set forth in this Section 4.5 shall apply (i) if the Government in any month has delivered more gas to the Contractor at the city gate than the Government has taken at the point of delivery including

shrinkage (a “positive imbalance”) or (ii) if the Government in any month has delivered less gas to the city gate than the Government has taken at the point of delivery including shrinkage (a “negative imbalance”):

(a) Positive Imbalances. If the Government at the end of any month has a positive imbalance of not greater than 5.0%, the Contractor shall have the option (i) to cash out the imbalance using TGP’s cash-out provisions in Rate Schedule LMS-MA, Sections 7(c)(vii)(A) and (B) of TGP’s FERC Gas Tariff, as amended, (ii) to carry forward the positive imbalance amount to the next month, or (iii) to deliver the positive imbalance amount to the Government at the point of delivery during the next succeeding month. If the positive imbalance amount at the end of any month is greater than 5.0%, the Contractor shall have the right to elect (i) to deliver the positive imbalance amount to the Government during the next ensuing month or (ii) to pay or credit the Government a cash-out amount equal to the “low price” using the imbalance tiers specified in TGP’s FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(c)(vii)(A) and (D), as amended.

(b) Negative Imbalances. If the Government at the end of any month has a negative imbalance of not greater than 5.0%, the Contractor shall have the option (i) to cash out the imbalance using TGP’s cash-out provisions in Rate Schedule LMS-MA, Sections 7(c)(vii)(A) and (B) of TGP’s FERC Gas Tariff, as amended, (ii) to carry forward the negative imbalance amount to the next month, or (iii) to require the Government to make up the negative imbalance in kind during the next ensuing month. If the negative imbalance amount at the end of any month is greater than 5.0%, the Contractor shall have the right to elect to require the Government (i) to make up the negative imbalance in kind during the next ensuing month or

(ii) to pay the Contractor an amount equal to the “high price” using the imbalance tiers specified in TGP’s FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(c)(vii)(A) and (C), as amended.

(iii) Notification. At least 10 days prior to the end of any month, the Contractor shall notify the Government by telephone, e-mail and fax which Imbalance settlement option the Contractor has elected for the following month. Once a method has been selected by the Contractor, it shall remain in place until further notice.

4.6 Termination of Entitlements on TGP – The Government acknowledges that the Contractor has maintained a level of firm transportation and storage entitlements on TGP under its firm transportation and storage service agreements with TGP that have been necessary to provide sales service under the Gas Sales Contract, and that upon the termination of the Gas Sales Contract and the initiation of firm transportation service under this Agreement, the Contractor will no longer need to reserve the amount of such entitlements that are in place on the Effective Date in order to provide firm transportation service to the Government, The Government acknowledges that the Contractor may take any such steps that it is able to take to reduce or eliminate such entitlements.

ARTICLE V

FACILITIES

5.1 Construction, Installation, and Maintenance of Facilities – The Government shall reimburse the Contractor for the installation and maintenance of such facilities as are determined by the Contractor to be necessary to redeliver the natural gas transported under this Agreement at the point of delivery as defined in Section 3.2. The parties agree that such facilities specifically shall include telemetering facilities that will allow the Contractor to monitor the natural gas

usage of the Government as well as a cut-off valve. The Contractor may use the cut-off valve to terminate service as of the termination date of this Agreement to discontinue service as set forth in Section 11.4; to prevent unauthorized service on any day above the Maximum Daily Quantity, or if the Government fails to comply with an OFO issued pursuant to Section 2.5.

5.2 Title to Facilities – All facilities described in Section 5.1 shall be the property of the Contractor. All such meters, regulators, and any other facilities at any time installed by the Contractor shall not be considered to have become fixtures and shall at all times be considered to be personal property, title to which shall be retained by the Contractor during the term of this Agreement and thereafter.

5.3 Physical Access to Facilities – The Government hereby grants to the Contractor such rights of entry with respect to facilities located on its premises as shall be necessary and convenient for the Contractor to operate, maintain, inspect, and remove such meters and other gas facilities of the Contractor as may at any time be located on the Government's premises. All regulation and measurement functions shall be performed by the Contractor.

ARTICLE VI

OPERATING CONDITIONS

6.1 Pressure – Gas delivered by the Government to the point of receipt specified in Section 3.1 shall be delivered to the inlet side of the point of receipt at the same pressure as the Contractor's own gas is delivered by TGP to the inlet side of the meter. Gas redelivered by the Contractor to the point of delivery specified in Section 3.2 shall be redelivered by the Contractor to the inlet side of the point of delivery at the prevailing pressure on the Contractor's distribution system.

6.2 Rate of Delivery – The Contractor shall not be required to deliver gas at a rate in excess of 539 Mcf per hour unless a different rate of delivery is established by prior written agreement between the Contractor and the Government.

6.3 Continuity of Service – The Government shall notify the Contractor promptly of any unexpected interruptions or irregularities in service or of any known defect in the Contractor's or the Government's facilities.

6.4 Safety Procedures – The Government shall protect all pipelines, measurement equipment, and any other property belonging to the Contractor located on the Government's premises from low temperature, theft, and any other injury. The Government shall fully reimburse the Contractor for any expense caused by damage to such equipment, including but not limited to any repair expenses. The Government shall give the Contractor immediate notice of any gas leakage. In the event of leakage, the Government shall immediately cut off the flow of gas at the point of delivery.

6.5 Quality of Gas – The Contractor reserves the right to reject any gas tendered by the Government for transportation by the Contractor that does not meet the applicable quality standards set forth in TGP's FERC Gas Tariff, as amended.

6.6 Telemetry of Gate 2. The Government requests the right to "VIEW ONLY" authorization for the realtime movement of the amount/usage of the natural gas commodity flow concerning the Natural Gas Transportation of this agreement.

ARTICLE VII

TERM

7.1 Primary Term – This Agreement shall become effective upon execution and shall continue in full force and effect for a primary term beginning 1 January 2019 and ending 31 December 2029. This Agreement shall thereafter continue from year to year for successive 12-month periods until terminated by either party in accordance with Section 7.2.

7.2 Notice of Termination – Either party may terminate this Agreement at the end of the primary term or the end of any year ending 31 December thereafter by giving the other party notice in writing at least one year prior to the proposed termination date. In the absence of such timely notification, this Agreement shall remain in full force and effect. The Government shall be responsible for notifying all agents, transporters, and suppliers that it has used to procure and to transport gas to the Contractor of such termination date and shall take all necessary actions to ensure that its transportation deliveries to the Contractor will end on or before the termination date.

7.3 Annual Review of Terms and Conditions. An Annual Review of the Terms and Conditions will be conducted on 1 October of every year to determine if there are any changes required or requested by either party for the remaining Period of Performance for this Natural Gas Transportation Agreement. The Annual Review will be conducted for 90 days; after which both parties will submit in writing that all current Terms and Conditions remain unchanged or that a change is required or requested by either party to be agreed upon before entering into the next year of performance for the Natural Gas Transportation Agreement.

ARTICLE VIII

TITLE, WARRANTY, AND INDEMNIFICATION

8.1 Title – Title to the gas transported under this Agreement shall at all times remain with the Government. The Government warrants that it will have good title to all gas transported under this Agreement.

8.2 Indemnity – The Government shall have responsibility for and assume any liability with respect to the gas prior to its delivery to the Contractor at the point of receipt. The Contractor shall have responsibility for and any liability with respect to the gas in its possession after delivery to the Contractor at the point of receipt and prior to the redelivery of the gas to the Government at the point of delivery. The Government agrees to indemnify the Contractor and save it harmless from all losses, liabilities, or claims, including attorneys' fees and court costs (hereinafter "Claims"), from any and all persons, arising from or out of claims to title, personal injury, or property damage from the gas or other charges thereon. The Government warrants that it shall deliver pipeline quality gas to the Contractor in accordance with the requirements of TGP's FERC Gas Tariff.

8.3 Possession of Gas – The Government shall have title to and be deemed to have possession of the gas until it is delivered to the Contractor at the point of receipt specified in Section 3.1 and after it is redelivered to the Government at the point of delivery specified in Section 3.2. While the Government shall have title to its gas being transported by the Contractor, the Contractor shall be deemed to have possession of the gas after it is delivered to the Contractor at the point of receipt until it is redelivered to the Government at the point of delivery. The Contractor shall have title to and possession of gas that is injected into storage as a

result of an imbalance between the Government's scheduled quantities and the Fort Campbell takes.

ARTICLE IX

TAXES

The Government shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any governmental authority (hereinafter referred to collectively as "Taxes") on or with respect to the gas transported under this Agreement. If the Contractor is required to remit or pay Taxes that are the Government's responsibility as set forth in this Article IX, the Government shall promptly reimburse the Contractor for such Taxes.

ARTICLE X

FORCE MAJEURE

10.1 Definition of Force Majeure Event – The term "force majeure" shall mean any cause that is beyond the reasonable control of the party affected, including: acts of God; acts of government, including but not limited to laws, orders, rules, judgments, judicial actions, regulations, and acts of arrest or restraint; acts or threats of industrial disorder, including but not limited to strikes, lockouts and picketing; threats of physical harm or damage resulting in the evacuation or shut down of facilities necessary for the delivery of gas; terrorism, sabotage, explosions, breakage, freezing, or accidents to machinery or lines of pipe or facilities; the necessity for testing or for making repairs or alterations to machinery, facilities, or lines of pipe through which the gas is moved or in which the gas is used; and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming

suspension and by which the exercise of due diligence such party is unable to prevent or overcome.

10.2 Strikes or Lockouts – It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement in Section 10.1 that any force majeure event shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing persons when such course is inadvisable in the discretion of the party having the difficulty.

10.3 Notice of Force Majeure Event and Suspension of Performance Obligations – In the event that either party is rendered unable, wholly or in part, by a force majeure event to carry out its obligations under this Agreement, other than the obligation to make payments due, it is agreed that such party shall give notice and full particulars of such force majeure event by e-mail, telephone and facsimile to the other party as soon as possible after the commencement of the force majeure event. Upon providing such notice, the performance obligations of the party giving notice, so far as they are prevented by such force majeure event, except for the obligation to make payments due, which shall be unaffected, shall be suspended during the continuance of any inability so caused, but for no longer period. A party experiencing a force majeure event shall be required to remedy such situation with all reasonable dispatch.

ARTICLE XI

MEASUREMENT AND BILLING

11.1 Measurement – The quantity of gas delivered under this Agreement shall be measured by telemetering equipment installed by the Contractor at the Government's expense at

the point of delivery specified in Section 3.2. The gas shall be measured in Mcf. The quantity of gas transported under this Agreement shall be billed by the Mcf. For measurement and billing purposes, the conversion of MMBtu to Mcf or Mcf to MMBtu shall be calculated annually by the Contractor, effective each April 1, by using the actual average conversion factor determined by TGP (or, if applicable, a successor pipeline) for the most recent historical 12-month period ending March 31.

11.2 Monthly Invoice – The Contractor shall render an invoice to the Government each month on or before the tenth (10th) day of the month following the month that services are rendered. Each invoice shall indicate credit for payments received on account and a balance due to the Contractor. Balances due shall be paid in full by the Government by the twentieth (20th) day of the month in which the invoice is sent or ten (10) days after the invoice is sent, whichever is later.

11.3 Late Payment – All invoices not paid as provided in Section 11.2 shall be deemed late and shall accrue interest from the date when payment was due until the date payment is received by the Contractor, at a rate per annum equal to the prime rate published by *The Wall Street Journal* plus 2% (200 basis points). For purposes of this Section 11.3, due dates shall not be deemed to fall on Saturdays, Sundays, or Federal Reserve Bank holidays, but rather on the next business day.

11.4 Failure to Pay – Should the Government fail to (i) pay an invoice for thirty (30) days after payment is due or (ii) comply with any other material term of this Agreement, the Contractor, in addition to any other remedies provided for under this Agreement or at law or in equity, upon reasonable notice to the Government, may discontinue service to the Government

under this Agreement. Such action by the Contractor shall not constitute a breach of this Agreement. Each party reserves to itself all rights, set-offs, counterclaims, and other defenses to which it is or may be entitled arising from this Agreement.

ARTICLE XII

MISCELLANEOUS

12.1 Notices – Except as otherwise provided hereunder, any notice, request, demand, statement, or invoice provided for in this Agreement, or any notice which either party may desire to give to the other, shall be in writing and sent by first-class or certified mail, facsimile, telecopier, telegram, or recognized express courier to the address of the party intended to receive the same, as the case may be, as follows:

If to the Government:

Notices, communications, and invoices:

[COMMENT: Needs to be updated.]

Contracting Officer
Department of the Army
Mission & Installation Contracting Command
Installation Contracting Office Fort Campbell
2174 13½ Street
Fort Campbell, KY 42223-5355
Tel:
Fax:
e-mail:

If to the Contractor:

Notices, general correspondence, and other communications:

Pat Hickey, General Manager
Clarksville Gas & Water
City of Clarksville, Tennessee
P.O. Box 387
Clarksville, TN 37041-0387
Tel: (931) 645-1654
Fax: (931) 645-3598
e-mail: pat.hickey@cityofclarksville.com

Payments: [To be inserted by Clarksville]

Either party may designate another address or addresses by formal written notice to the other party.

12.2 Successors and Assigns – This Agreement shall extend to and be binding upon the parties, their heirs, administrators and assigns; provided, however, neither party may assign any of its rights under this Agreement without the advance written consent of the other, which consent shall not be unreasonably withheld.

12.3 Controlling Law – This Agreement is subject to all present and future valid and applicable laws, ordinances, orders, rules, and regulations of any governmental authority having or asserting jurisdiction. It is expressly agreed by the parties that this Agreement is to be construed and controlled by the laws of the State of Tennessee.

12.4 Entirety of Agreement – This Agreement contains the entire understanding between the parties with respect to the matters contained in this Agreement. No other agreement, statement, or promise made by either party, or to or by any employee, officer, or

agent of either party, orally or in writing, which is not contained in this Agreement shall be valid or binding.

12.5 Severability – Except as otherwise stated under this Agreement, if any article, section, or provision is declared or rendered unlawful by a court or regulatory agency with jurisdiction over the parties, or is deemed unlawful because of a statutory change, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect to the extent permitted by law.

12.6 Modifications and Amendments – Any change to the provisions of this Agreement after its execution may be made only by a written instrument executed by the authorized representatives of the Contractor and the Government.

12.7 Waiver – The failure of either party to exercise or enforce any right granted under this Agreement shall not impair or be deemed a waiver of such party's privilege of exercising or enforcing such right at any subsequent time or times.

12.8 Previous Agreements Superseded – This Agreement supersedes any and all prior agreements between the Contractor and the Government for the transportation or sale of natural gas.

12.9 Recitals and Exhibits – The recitals set forth at the beginning of this Agreement and Exhibit A are a part of it and are incorporated into it for all purposes.

12.10 References – References to Articles, Sections, and Exhibits are to the articles, sections and exhibits of this Agreement unless explicitly stated otherwise.

12.11 Conditions Precedent – The effectiveness of this Agreement shall be subject to the occurrence of the following conditions precedent:

(a) Prior to the Effective Date, the Government shall have provided written notice, pursuant to the terms of the 1958 Sales Contract, of its termination of the 1958 Sales Contract.

(b) Prior to the Effective Date, the City Council of the City of Clarksville, Tennessee shall have enacted an Ordinance establishing rates and other terms and conditions for the provision of firm transportation service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals effective as of the date first hereinabove written.

THE UNITED STATES OF AMERICA

By:

Its:

THE CITY OF CLARKSVILLE, TENNESSEE

By:

Joe Pitts

Its:

Mayor

EXHIBIT A

TRANSPORTATION RATES

Monthly Meter Charge	\$ 497.26
Firm Reservation Charge per Mcf of MDQ:	\$ 1.70
Firm Usage Charge per Mcf transported:	\$ 0.38
Interruptible Authorized Overrun Rate:	[100% load factor rate of firm reservation and usage charges]

NOTE: At this time, the Government has designated the MCF usage and Demand amount for the upcoming year. These nominations are subject to change during the Annual Review procedures which will take place on 1 October each year of performance of this contract agreement.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-26 (Dev)	Equal Opportunity (Deviation 2017-O0008)	SEP 2017
52.222-35 (Dev)	Equal Opportunity for Veterans (Deviation 2017-O0008)	SEP 2017
52.222-36 (Dev)	Equal Opportunity for Workers with Disabilities (Deviation 2017-O0008)	SEP 2017
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.223-6	Drug-Free Workplace	MAY 2001
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	MAY 2014
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.241-3	Scope and Duration of Contract	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
52.241-5	Contractor's Facilities	FEB 1995
52.241-11	Multiple Service Locations	FEB 1995

52.242-13

Bankruptcy

JUL 1995

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEVIATION 2018-A0001) (DEC 2017)

(a) Definitions. As used in this clause-

(1) "Invoice payment" have the meaning given in section 32.001 of the Federal Acquisition Regulation.

(3) "Payment request" means any request for contract invoice payment submitted by the Contractor under this contract.

(3) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause the Contractor shall submit payment requests and receiving reports using WA WF, in one of the following electronic formats that WA WF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when-

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format;

(4) The Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required; or

(5) Submitting payment requests and receiving reports to the Supplier SelfServices (SUS) system accessible via the Wide Area WorkFlow (WAWF) website as an authorized participant in the vendor portal invoicing pilot program.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEVIATION 2018-A0001) (DEC 2017)

(a) *Definitions.* As used in this clause-

- (1) "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- (2) "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- (3) "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (DEVIATION 2018-A0001) (DEC 2017).

- (1) The WAWF system shall be used to electronically process vendor payment requests and receiving reports, in accordance with paragraph (c) through (g) of this clause; or
- (2) The General Fund Business Enterprise System (GFEBS) Supplier SelfServices (SUS) system shall be used, in accordance with paragraph (h) of this clause, if the Contractor is an authorized participant in the GFEBS SUS invoicing pilot program.

(c) *WAWF access.* To access WAWF, the Contractor shall-

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) *Document type.* The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving

Report" (stand-alone) document type may be used instead.)

- (2) *Inspection/ acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the Contracting Officer.
-

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

- (3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to I acceptance locations apply, or "Not applicable".)

- (4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

- (5) *WAWF Email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable".)

- (g) WAWF Point of contact.

- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable".)

- (2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(h) *GFEBS SUS.*

(1) *Access.* SUS access is obtained by logging into WAWF at <https://wawf.eb.mil/> and entering the SUS Pay Official DoDAAC HQ0678 as shown on the signature page of this contract. Contractors authorized to participate in the GFEBS SUS pilot program will be seamlessly routed to the SUS vendor portal.

(2) *Training.* SUS Contractors participating in the GFEBS SUS invoicing pilot program shall be trained by the Army by obtaining training material and guidance at the time of initial contract award.

(3) *Payment Instructions.* The Contractor will be provided in SUS the purchase order (PO) with the awarded contract information needed for use in submitting receiving report information and payment requests. In the event of a conflict between this contract and the PO displayed in SUS, the contract text takes precedence. The Contractor shall identify all such conflicts to the Contracting Officer promptly in writing upon discovery.

(i) Upon receipt of the award, the Contractor shall log into SUS and verify that the SUS PO matches the awarded document or modification. The Contracting office shall be notified of any corrections needed immediately prior to time of invoice. Failure to notify the Contracting Officer in a timely manner in SUS and to ensure action is taken may result in the Contractor being unable to submit a request for payment. When the obligation data cannot be posted or corrected timely, the Contractor may submit a paper invoice and/or receiving report data to the assigned Government acceptor. This submission will serve as the official start of the Prompt Payment Act period for purposes of timely payment and interest calculation. The acceptor will notify both the Contracting Office and Accounts Payable office. Once the error is resolved, the Contractor can submit an invoice in SUS, which will post in GFEBS. To correctly calculate any due interest, a GFEBS Invoice Processor will manually update the invoice baseline date to the invoice submission date on the paper invoice, and attach it for reference.

(ii) The Contractor shall submit receiving report information as an "Advanced Ship Notice (ASN)" for supplies or a "Confirmation" for services.

(iii) The ASN or Confirmation will be reviewed for acceptance by the designated Contracting Officer's Representative (COR).

(iv) The Contractor shall submit the payment request as an invoice created from the associated ASN or Confirmation.

(4) *Manual transmission.* In the event submission of receiving report data or an invoice in SUS is unavailable, the Contractor may submit a receiving report using the DD Form 250 or an invoice to the COR via facsimile or conventional mail.

The number for facsimile transmission is _____ and the address for mail is _____
.*(Contracting Officer: Insert applicable number and address.)*

(5) *Points of contact.*

(i) The Contractor may obtain clarification regarding invoicing in SUS from the contracting activity's SUS point of contact.

(ii) For technical SUS help, the GFEBS helpdesk may be contacted via email at army.gfebs.helpdesk@mail.mil or by phone at 866-757-9771.

(End of clause)

RESOLUTION 45-2018-19

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND THE HOPKINSVILLE SEWERAGE AND WATERWORKS COMMISSION (dba HOPKINSVILLE WATER ENVIRONMENT AUTHORITY aka “HWEA”)

WHEREAS, the City of Clarksville provides natural gas services to customers through its’ Department of Gas & Water (CGW); and

WHEREAS, the Hopkinsville Sewerage and Waterworks Commission (dba Hopkinsville Water Environment Authority) (hereafter “HWEA”) is a municipal Kentucky utility that provides utility services to its’ customers; and

WHEREAS, the City, through its’ CGW, desires to sell natural gas to HWEA, and HWEA desires to purchase natural gas from the City (CGW), as a “Weighted Average Cost of Gas – Interruptible Services (WACOG)” customer purchasing natural gas under the “Fixed-Variable WACOG Rate” pricing option of the WACOG Rate Schedule, pursuant to the terms of such Rate Schedule, and under the terms and provisions set forth in an agreement between the parties (the “Natural Gas Interruptible Sales Agreement (Fixed-Variable WACOG Rate Option)”), attached hereto and incorporated herein, together with all exhibits thereto (Exhibits A1, A2, and B), as **Attachment A**; and

WHEREAS, the City (CGW) and HWEA now desire to memorialize said agreement through approval / adoption and execution of said contract / interlocal agreement, attached hereto and incorporated herein as **Attachment A**, pursuant to Tennessee Code Annotated Section 12-9-108 pertaining to the adoption of interlocal agreements among governmental entities, and pursuant to all applicable federal, state, and local laws, to include City ordinances and resolutions, and such applicable regulations.

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

That the Clarksville City Council hereby authorizes and approves a contract / interlocal agreement, pertaining to the “sale” of natural gas to the Hopkinsville Sewerage and Waterworks Commission (dba Hopkinsville Water Environment Authority) (“HWEA”), as a “Weighted Average Cost of Gas – Interruptible Services (WACOG)” customer purchasing natural gas under the “Fixed-Variable WACOG Rate” pricing option of the WACOG Rate Schedule, pursuant to the terms of such Rate Schedule, and under the terms and provisions set forth in the agreement between the parties (the “Natural Gas Interruptible Sales Agreement (Fixed-Variable WACOG Rate Option)”), attached hereto and incorporated herein, together with all attachments thereto, as **Attachment A**, said contract / interlocal agreement to be effective and binding upon execution by the Mayor and the appropriate representative with authority to bind HWEA.

ADOPTED:

**NATURAL GAS INTERRUPTIBLE SALES AGREEMENT
(FIXED-VARIABLE WACOG RATE OPTION)**

This Natural Gas Interruptible Sales Agreement (hereinafter the "Agreement") is made and entered into this _____ day of _____, 20__, by and between the City of Clarksville Gas Department (hereinafter "Clarksville") and the Hopkinsville Sewerage and Waterworks Commission, DBA Hopkinsville Water Environment Authority, (hereinafter "the Customer"). Clarksville and the Customer are sometimes referred to in this Agreement individually as a "party" or collectively as "the parties."

WHEREAS Clarksville operates a municipally owned natural gas system under which it provides sales service to residential, commercial, institutional, and industrial customers in Clarksville and the surrounding areas; and

WHEREAS the Customer is a municipal water, sewer and natural gas utility doing business in the State of Kentucky in the area served by Clarksville; and

WHEREAS Clarksville desires to sell natural gas to the Customer and the Customer desires to purchase natural gas from Clarksville as a "Weighted Average Cost of Gas - Interruptible Services (WACOG)" customer purchasing gas under the Fixed-Variable WACOG Rate pricing option of the WACOG Rate Schedule, pursuant to the terms of such Rate Schedule and under the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Clarksville and the Customer agree as follows:

1. DEFINITIONS

Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and shall mean as follows:

1.1 "British thermal unit" or "Btu" means the amount of energy required to raise the temperature of one pound of pure water one degree Fahrenheit (1°F) from fifty-nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F).

1.2 "Business day" means any day except Saturdays, Sundays, and Federal Reserve Bank holidays.

1.3 "Cubic foot" or "Cf" means the amount of gas required to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of sixty degrees Fahrenheit (60° F).

1.4 "Day" means a period of 24 consecutive hours as defined in Tennessee Gas Pipeline Company's ("TGP") FERC Gas Tariff. The date of the day shall be the date at the beginning of the day.

1.5 "Dekatherm" means 10 therms or one MMBtu.

1.6 "FERC" means the Federal Energy Regulatory Commission and any successor agency.

1.7 "Gas" or "natural gas" means any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state, consisting essentially of methane and conforming

to the quality specifications contained in TGP's FERC Gas Tariff, as it may be amended from time to time.

1.8 "Mcf" means one thousand cubic feet.

1.9 "MMBtu" means one million (1,000,000) Btu.

1.10 "Month" means a period of time beginning at the beginning of the first day of a calendar month and ending immediately prior to the beginning of the first day of the next succeeding calendar month.

2. TERM

2.1 Primary Term This Agreement shall become effective upon execution and shall continue in full force and effect for a primary term of five Years, commencing at the beginning of the Day on _____ 1, 2019 and ending at the beginning of the Day _____ 3_, 2024. This Agreement shall then continue in effect thereafter from Year to Year until terminated by either Party.

2.2 Notice of Termination Either party may terminate this Agreement at the end of the primary term or at the end of any Year thereafter by giving the other Party notice in writing at least one hundred eighty (180) Calendar Days prior to the proposed termination date. In the absence of such timely notification, this Agreement shall remain in full force and effect.

3. GAS SUPPLY SERVICE

3.1 Requirements -- During the term of this Agreement, the Customer agrees to and shall purchase the entirety of its requirements for natural gas at its Fort Campbell Gate 5 master meter facility under the terms of the WACOG Rate Schedule and this Agreement.

3.2 Interruptible Nature of Service -- The Customer recognizes that the sales service provided under this Agreement is to be performed by Clarksville on a fully interruptible basis. The Customer further recognizes that the sales service provided under this Agreement may be interrupted in whole or in part from time to time at Clarksville's sole discretion upon two hours' notice or such lesser notice as may be the maximum practicable under the circumstances. In no event shall an interruption of service constitute a breach of this Agreement, and Clarksville shall not be liable in damages or otherwise to the Customer or any person for any interruption of service under this Agreement. Upon request, the Customer agrees to interrupt or curtail its consumption of natural gas in the manner, at the time, and to the extent directed by Clarksville, as more fully described in Section 3.3 of this Agreement.

3.3 Alternate Fuel Capability -- The Customer agrees to and shall maintain in a usable condition facilities for substitute fuels or shall otherwise make provision for the curtailment of gas service and shall agree to use such substitute facilities or curtailment provisions in order to curtail its use of gas up to one hundred percent (100%) of its maximum requirements immediately upon verbal notice from Clarksville to do so, and after such curtailment shall refrain from increasing the use of gas until permitted to do so by Clarksville. It is understood and agreed that Clarksville shall have the right to cut off gas service to the Customer in the event the Customer fails to curtail its use of gas in accordance with Clarksville's verbal notice of curtailment.

4. DELIVERY POINT

Clarksville shall make its sales and deliveries to the Customer at the outlet side of the Clarksville meter. The transfer of custody and title to the gas shall take place at this delivery point. The point of demarcation for ownership of the facilities shall be at the welded insulator tapped off the 10" natural gas main owned, operated and maintained by Clarksville. Only the meter on Customer's skid shall be owned, operated and maintained by Clarksville. *(See Exhibit A1 and A2 for further detail)*. Clarksville and Customer agree to operate valves as necessary to test and service the Clarksville meter, with Customer present. Customer will install telemetry as necessary in order to monitor gas delivery. Customer requests permission to share portal data.

5. PRICE

By entering into this Agreement, the Customer has elected the Fixed-Variable WACOG Rate pricing option for its sales service. During the term of this Agreement, for each Mcf of gas delivered to the Customer, Clarksville shall charge and the Customer shall pay the Fixed-Variable WACOG Rate as computed by Clarksville each month in accordance with the terms of the WACOG Rate Schedule established by the Clarksville City Council, as it may be amended from time to time. Under said Rate Schedule as in effect on the effective date of this Agreement, Clarksville shall determine the Fixed-Variable WACOG Rate as pursuant to the terms in the Municipal Code Section 13-319.2.

6. BILLING AND PAYMENT

Clarksville shall invoice the Customer for all deliveries under this Agreement during the month immediately following the month of delivery in accordance with Clarksville's standard billing practices and procedures. The Customer shall pay Clarksville in full within the time prescribed on the invoice from Clarksville. Should the Customer fail to pay an amount when due, interest thereon shall accrue at a rate of ten percent (10%) per month from the date when due until paid. In the event of a billing dispute between the Customer and Clarksville, the Customer shall pay the disputed amount pending resolution of the dispute.

Penalty for unauthorized use. In the event a customer uses gas in excess of the daily volumes allowed by department during a curtailment period, the customer agrees to pay, in addition to the regular rate, an amount the department is penalized by the supplier and/or pipeline for the twelve-month period immediately following the month in which the breaching of the curtailment agreement occurred. Each unauthorized used of gas, whether occurring in the same month or in different months of a contract year, will be subject to separate penalty.

7. SUCCESSION AND ASSIGNMENT

The terms and provisions of this Agreement shall extend to and be binding upon the parties, their respective successors, assigns, and legal representatives; provided, however, neither party shall assign this Agreement except as described in this Section 7 without the prior written consent of the other party. Whenever an assignment or a transfer of a party's interests in this Agreement is required to be made with the written consent of the other party, the assigning or transferring party's assignee or transferee shall expressly assume, in writing, the duties and

obligations under this Agreement of the assigning or transferring party, and upon such assignment or transfer and assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

8. NOTICES

Except as expressly stated in this Agreement, any notice, request, demand, or statement provided for in this Agreement must be given in writing, to be delivered in person or by United States mail or recognized express courier, to the respective parties at the addresses shown below or at such other addresses as may be furnished to the other party in writing at any time hereafter:

CLARKSVILLE:

Correspondence and Notices:

The City of Clarksville Gas and Water Department
Post Office Box 387
2215 Madison Street
Clarksville, Tennessee 37040
Attn: Stephanie Burd, Gas Division Manager
Telephone: (931) 645-7422
Telecopier: (931) 648-5985

Payments:

The City of Clarksville Gas and Water Department
Post Office Box 387
2215 Madison Street
Clarksville, Tennessee 37040
Attn: Comptroller
Telephone: (931) 645-2565 ext: 1100
Telecopier: (931) 648-5982

THE CUSTOMER:

Correspondence, Notices and Invoices:

Hopkinsville Water Environment Authority

PO Box 628

401 East 9th Street

Hopkinsville, KY 42240

Attn: Derrick Watson, President & CEO

Telephone: 270-887-4246 / Telecopier: 270-887-4244

Email: dwatson@hwea-ky.com

9. CHOICE OF LAW

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Tennessee, excluding conflicts of law principles which would refer to the laws of another jurisdiction.

10. SEVERABILITY

Except as otherwise stated in this agreement, if any article, section, or provision of this agreement is declared or rendered unlawful by a court or regulatory agency with jurisdiction over the parties, or is deemed unlawful because of a statutory change, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect to the extent permitted by law.”

11. FORCE MAJEURE

In the event that either Clarksville or Customer is rendered unable, wholly or in part, by reason of an event of force majeure, to perform its obligations under this Sales Agreement, other than to make payment due hereunder, and such Party has given notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Parties, insofar as they are affected by such force majeure shall be suspended during the continuance of such inability, but for no longer period, and the party claiming force majeure shall use commercially reasonable efforts to remedy such cause with all reasonable dispatch; provided, however, that the settlement of strikes or lock-outs shall be entirely within the discretion of the Party having such difficulty, and the above requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lock-outs by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party having difficulty. The term “force majeure” as used herein shall mean any cause not reasonably within the control of the Party claiming suspension and includes, but is not limited to, acts of God, strikes, lock-outs, wars, acts of terrorism, riots, orders or decrees of any lawfully constituted federal, state or local body (other than Clarksville or any agency affiliate, department, or political subdivision thereof), fires, storms, floods, wash-outs, explosions, breakage or accident to machinery or lines of pipe, repair, maintenance or replacement of facilities used in the performance of the obligations contained in this Sales Agreement, or any other cause of a similar nature whether of the kind herein enumerated or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, each of which shall constitute and be an original contract, as of the date herein above first written.

THE CITY OF CLARKSVILLE GAS DEPARTMENT

By _____

Mayor, Joe Pitts

Its _____

Printed Name _____

HOPKINSVILLE WATER ENVIRONMENT AUTHORITY

By _____

Its _____

Printed Name _____

**NATURAL GAS INTERRUPTIBLE SALES AGREEMENT
(FIXED-VARIABLE WACOG RATE OPTION)**

EXHIBIT A1 / A2

Delivery Point

Point of Demarcation of Facilities - Ownership

EXHIBIT B

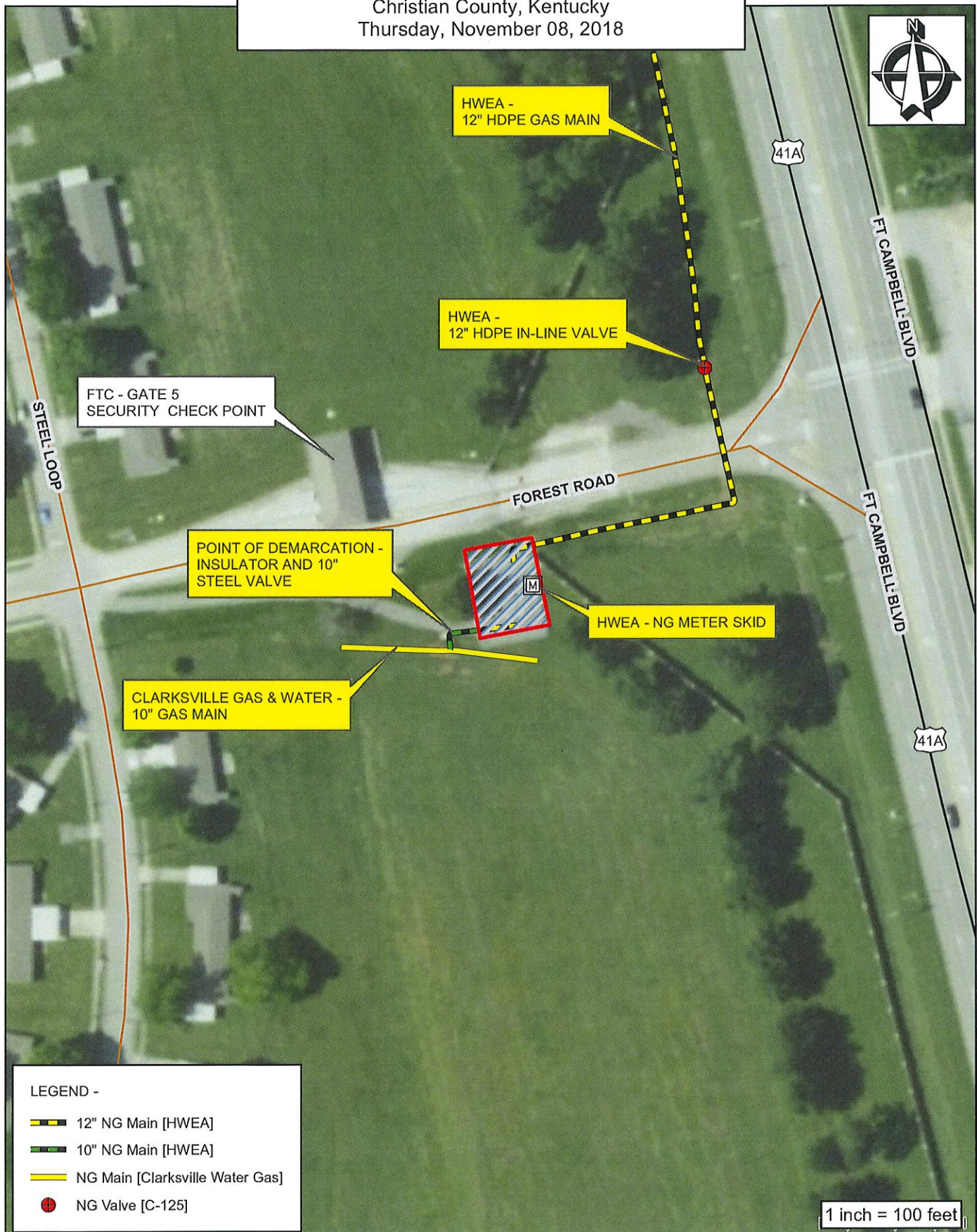
City of Clarksville

Municipal Code Section 13-316 - Gas Service

Municipal Code Section 13-319.2 - WACOG

NATURAL GAS SYSTEM SECTION MAP
HOPKINSVILLE WATER ENVIRONMENT AUTHORITY
Christian County, Kentucky
Thursday, November 08, 2018

EXHIBIT 'A-1'

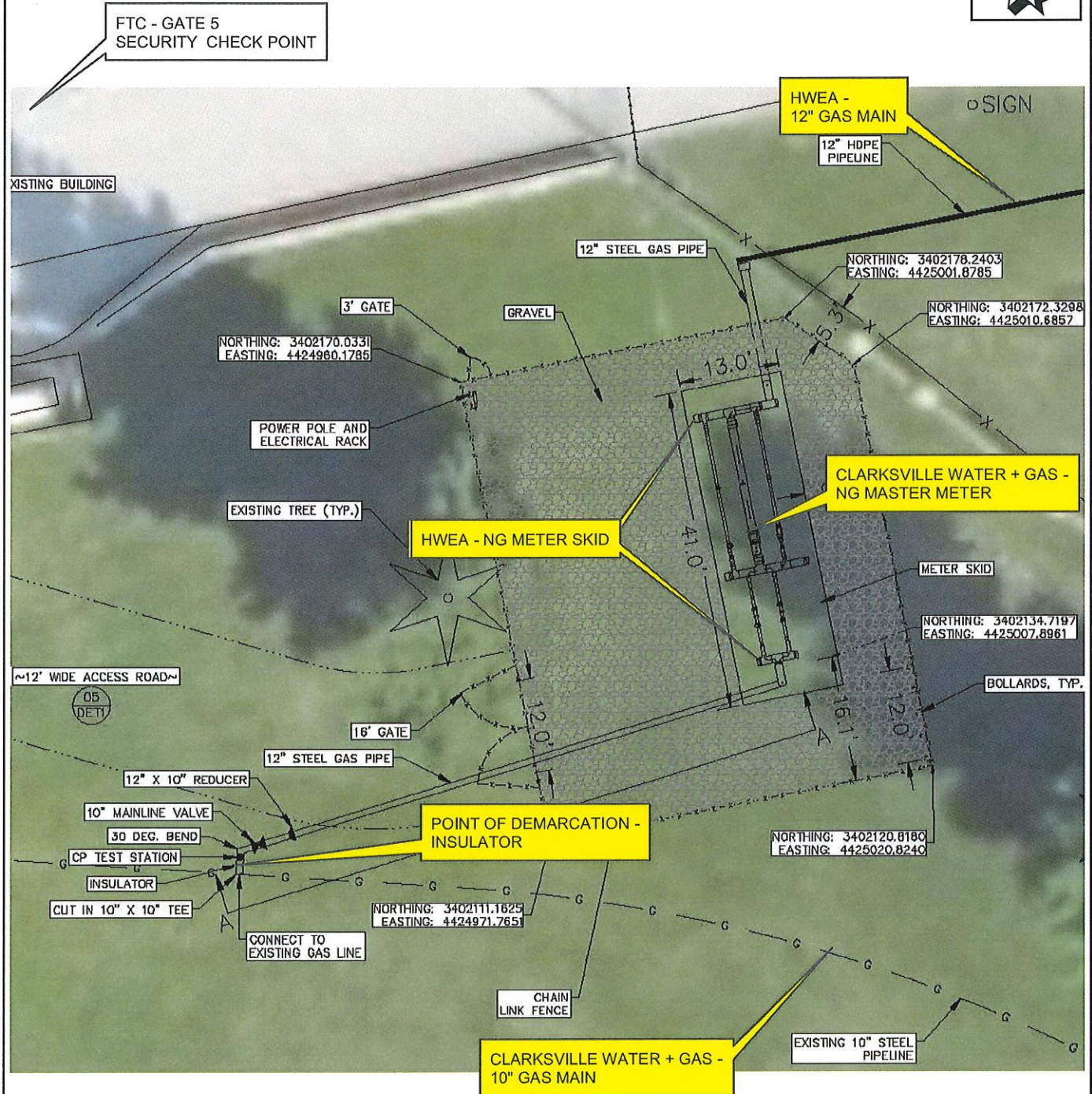


Author: JTaylor

EXCELLENCE - INTEGRITY - COMMUNITY

NATURAL GAS SYSTEM SECTION MAP
HOPKINSVILLE WATER ENVIRONMENT AUTHORITY
Christian County, Kentucky
Monday, November 08, 2018

EXHIBIT 'A-2'



Sec. 13-316. - Gas services.

- (1) *Availability.* Gas shall be available to any customer as defined in Section 13-312 where the department's distribution mains are suitable for supplying the desired service. A building, for purposes of gas service, shall be considered nonresidential which has more than four (4) units. Commercial and industrial customers will be supplied only through a single metering point. The commercial and industrial rate shall be available to individual apartment houses where service is supplied to more than one family unit through a single meter. The High Load Factor rate schedule shall be available to any commercial or industrial consumer using natural gas principally for process steam generation, manufacturing purposes, or any other base-load application, and where the use of gas for space heating is only incidental. This rate is not available to consumers whose use of gas during the months of least consumption is less than fifty (50) percent of the use of gas during the month of greatest consumption. The Department reserves the right to place customers in the appropriate rate schedule based on usage history.

- (2) *Rates.* The following rates shall be applicable for each customer class, effective February 1, 2018:

Residential inside city

Monthly meter charge\ \$12.050

Usage charge (per 100 cf)\ \$0.088

Commodity charge (per 100 cf)\ Based on actual cost of gas

Residential outside city

Monthly meter charge\ \$17.600

Usage charge (per 100 cf)\ \$0.110

Commodity charge (per 100 cf)\ Based on actual cost of gas

Commercial and industrial inside city

Monthly meter charge\ \$37.410

Usage charge (per 100 cf)\ \$0.144

Commodity charge (per 100 cf)\Based on actual cost of gas

Commercial and industrial outside city

Monthly meter charge\\$44.890

Usage charge (per 100 cf)\\$0.173

Commodity charge (per 100 cf)\Based on actual cost of gas

High load factor

Monthly meter charge\\$211.000

Usage charge (per 100 cf)\\$0.048

Commodity charge (per 100 cf)\Based on actual cost of gas

Firm transportation

Monthly meter charge\\$497.26

Usage charge (per 100 cf)\\$0.038

Demand charge (per 100 cf/month)\\$0.170

Interruptible Transportation

Monthly meter charge\\$497.26

Usage charge (per 100 cf)\\$0.038

WACOG

Monthly meter charge\\$497.26

Usage charge (per 100 cf)\\$0.033

Commodity charge (per 100 cf)\Based on actual cost of gas

- (3) *Minimum bill.* For all services rendered the minimum bill shall be equal to the monthly meter charge as applicable to each customer class per meter. The demand charge for firm transportation customers shall be as set forth in Section 13-317 (a).

Sec. 13-319. - Weighted average cost of gas, interruptible service (WACOG).

- (1) *Availability.* WACOG interruptible gas service rate shall be available for eligible commercial or industrial customers for all purposes where the department's distribution mains are suitable for supplying the desired service. The department shall establish guidelines to determine customers eligibility for this service.

The customer shall maintain, in a usable condition, facilities for substitute fuel or shall otherwise make provisions for the curtailment of gas service hereunder and shall agree to use such substitute facilities or curtailment provisions in order to curtail the use of gas up to one hundred (100) percent of the maximum requirements immediately upon verbal notice from the department and, after such curtailment, shall refrain from increasing the use of gas until permitted to do so by the department. It is understood and agreed that the department will have the right to cut off gas service to the customer in the event the customer fails to curtail his use of gas in accordance with the department's verbal notice of curtailment.

- (2) *Rate.* The rate shall be as described in section 13-316(2).

The department and the mayor shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the WAGOC natural gas sales agreement entered into between the department and a specific industrial end use consumer under this section 13-319 as the department and the mayor deem necessary to induce such consumer to locate plant facilities in the city or the city service area, or to locate plant expansions that will increase the consumer's usage of natural gas at its facilities in the city or the city service area, rather than locating such plant facilities or plant expansions in other locations not serve by the department.

- (3) *Minimum bill.* For services rendered under the WACOG rate, the minimum monthly bill shall be equal to the monthly meter charge for WACOG customers as listed in section 13-316(2).
- (4) *Contract period and billing.* Contracts shall be for a period of one year with monthly payment of service taken. The customer shall not be allowed to switch from this contract rate during the period covered.
- (5) *Penalty for unauthorized use.* In the event a customer uses gas in excess of the daily volumes allowed by the department during a curtailment period, the customer agrees to pay, in addition to the regular rate, an amount the department

is penalized by the supplier and/or pipeline for the twelve-month period immediately following the month in which the breaching of the curtailment agreement occurred. Each unauthorized use of gas, whether occurring in the same month or in different months of a contract year, will be subject to a separate penalty.

(1963 Code, § 28-70, Ord. No. 61-1989-90, 9-6-90; Ord. No. 7-1997-98, 8-7-97; Ord. No. 67-1998-99, 7-1-99; Ord. No. 65-1999-00, 4-6-00; Ord. No. 33-2017-18, 1-4-18)

ORDINANCE 39-2018-19

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES TO 160 EXCELL ROAD; REQUEST OF KRUECKEBERG, LLC

WHEREAS, proper application has been made by Cal McKay, P.E. on behalf of Krueckeberg, LLC for extensions of City utility service to property located at Cmap 81, Parcel 130 with the property address of 160 Excell Road outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City of Clarksville Gas and Water Department has recommended approval of said application; and

WHEREAS, the Gas, Water and Sewer Committee of the Clarksville City Council has recommended approval of said application; and

WHEREAS, the Clarksville City Council finds that all of the requirements of City Code Section 13-405 have been or are satisfied and the extension of water and sewer service to property as described in Exhibit A will be in the best interest of the City.

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

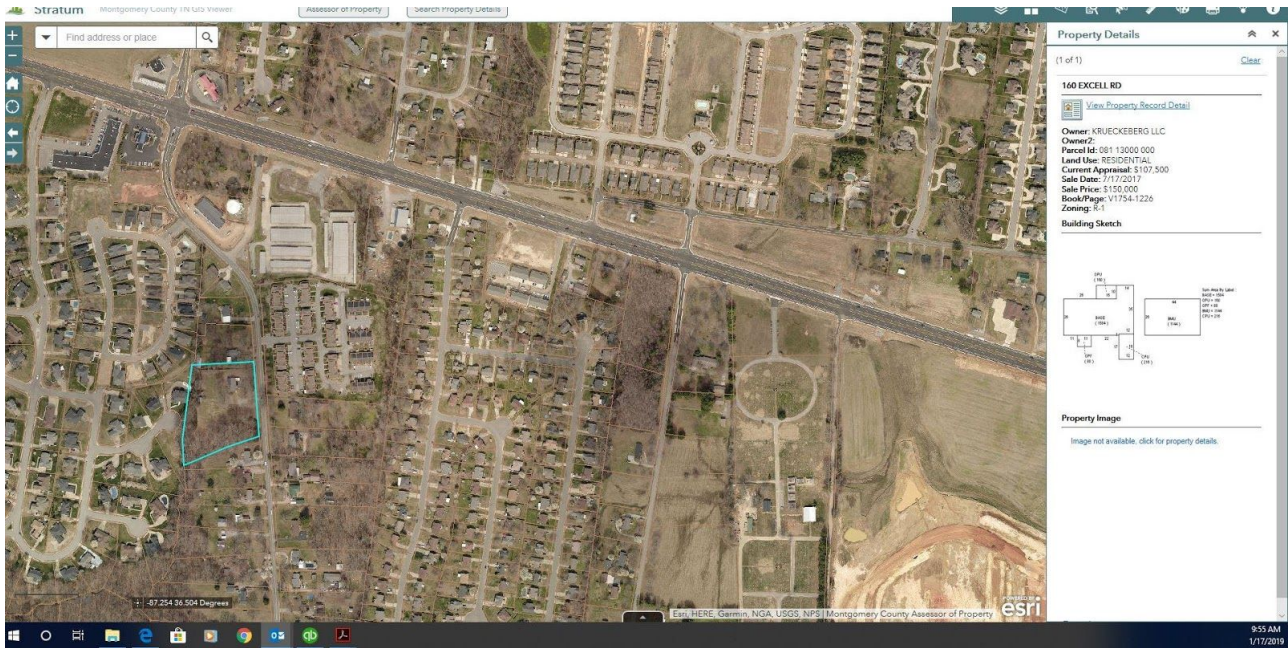
That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 81, Parcel 130 with the property address of 160 Excell Road outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING:

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 40-2018-19

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES TO PROPERTY ON ROSSVIEW ROAD; REQUEST OF C & H PROPERTIES

WHEREAS, proper application has been made by Vernon Weakley, P.E. on behalf of C & H Properties for extensions of City utility service to property located at Cmap 57, Parcels 18 and 19 with the property address of Rossview Road outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the City of Clarksville Gas and Water Department has recommended approval of said application; and

WHEREAS, the Gas, Water and Sewer Committee of the Clarksville City Council has recommended approval of said application; and

WHEREAS, the Clarksville City Council finds that all of the requirements of City Code Section 13-405 have been or are satisfied and the extension of water and sewer service to property as described in Exhibit A will be in the best interest of the City.

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

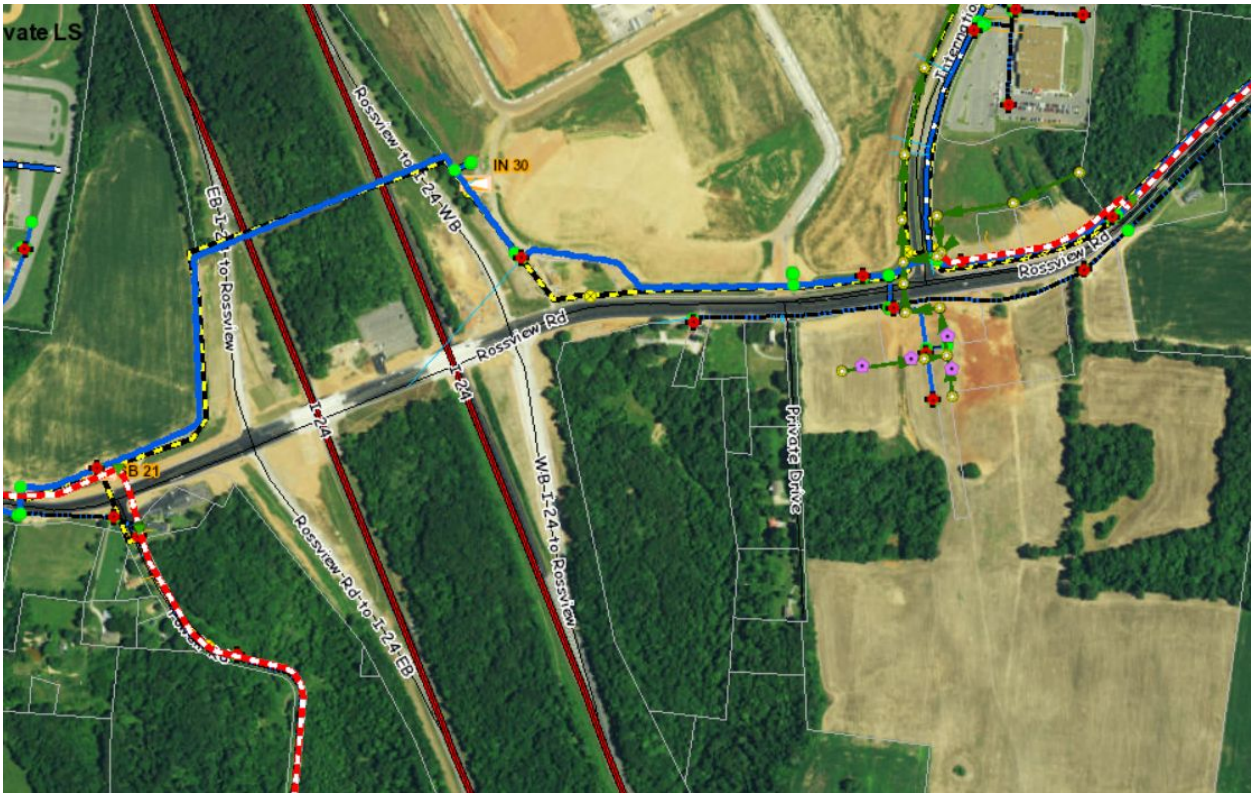
That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 57, Parcels 18 and 19 with the property address of Rossview Road outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING:

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



RESOLUTION 46-2018-19

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND THE WOODLAWN UTILITY DISTRICT TO PROVIDE WATER SERVICE TO RIDGELAND ESTATES

WHEREAS, the District is a utility district organized under the Utility District Law of 1937, Tenn. Code Ann. § 7-82-101, et seq., with authority to provide water service within its boundaries;

WHEREAS, the District has the exclusive right to provide water service within its boundaries pursuant to Tenn. Code Ann. § 7-82-301(a)(1)(B) and 7 U.S.C. § 1926(b);

WHEREAS, the District's boundaries include the following property located north of Dover Road in Clarksville: all of the residential subdivision named Ridgeland Estates, Section 2, the planned area of Ridgeland Estates, Section 3, and the remainder of what is currently designated as Map 53, Parcel 10.05, all of which together is outlined in light blue on Exhibit A attached to Attachment One (1), the Contract / Interlocal Agreement that is attached hereto and incorporated herein, and which is referred to herein as "the Property";

WHEREAS, Clarksville is a municipal corporation established by charter, most recently amended and restated by Chapter 24 of the Private Acts of 2015;

WHEREAS, Clarksville is authorized to own, acquire, construct, extend, equip, operate, and maintain a sewer system within or without its corporate limits pursuant to Tenn. Code Ann. § 7-35-401 and Section 5(a)(52) of Clarksville's charter;

WHEREAS, Clarksville has annexed part of the Property and arranged to provide water and sewer service to the Property;

WHEREAS, the Clarksville-Montgomery County Regional Planning Commission has approved the final plat for Ridgeland Estates, Section 2, located within the Property;

WHEREAS, the water and sewer systems for Ridgeland Estates, Section 2, have already been constructed and dedicated to Clarksville;

WHEREAS, the developer is seeking plat approval for Ridgeland Estates, Section 3, also to be located within the Property, but the water and sewer systems for Ridgeland Estates, Section 3, are yet to be constructed;

WHEREAS, additional development may occur on the Property, requiring water and sewer service;

WHEREAS, the parties wish to clarify the responsibilities for water and sewer service to the Property, so as to comply with the law and avoid delays or interruptions in service;

WHEREAS, Tenn. Code Ann. § 12-9-108 authorizes any public agency to contract with another public agency to perform any governmental service, activity, or undertaking, including the provision of utility service, which each public agency is authorized by law to perform;

WHEREAS, the City (CGW) and WUD have reached agreement on the terms and conditions pertaining to water and sewer service within Ridgeland Estates as set forth above, and now desire to memorialize said agreement through approval / adoption and execution of a new contract / interlocal agreement, attached hereto and incorporated herein as Attachment One (1) (to include Exhibit A attached thereto), pursuant to Tennessee Code Annotated Section 12-9-108 pertaining to the adoption of interlocal agreements among governmental entities, and pursuant to all applicable federal, state and local laws, to include ordinances and resolutions, and regulations.

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

That the Clarksville City Council hereby authorizes and approves a new contract / interlocal agreement, attached hereto and incorporated herein as Attachment One (1) (to include Exhibit A attached thereto), between the City of Clarksville, Tennessee, and the Woodlawn Utility District, said contract / interlocal agreement to be effective and binding upon execution by the Mayor and the President of the Woodlawn Utility District, and be approved by the appropriate representative of the United States Department of Agriculture, Rural Development.

ADOPTED:

CONTRACT

This CONTRACT is made by and between the **City of Clarksville, Tennessee**, hereinafter referred to as “Clarksville,” and **Woodlawn Utility District of Montgomery County, Tennessee**, hereinafter referred to as “the District.”

W I T N E S S E T H :

WHEREAS, the District is a utility district organized under the Utility District Law of 1937, Tenn. Code Ann. § 7-82-101, *et seq.*, with authority to provide water service within its boundaries;

WHEREAS, the District has the exclusive right to provide water service within its boundaries pursuant to Tenn. Code Ann. § 7-82-301(a)(1)(B) and 7 U.S.C. § 1926(b);

WHEREAS, the District’s boundaries include the following property located north of Dover Road in Clarksville: all of the residential subdivision named Ridgeland Estates, Section 2, the planned area of Ridgeland Estates, Section 3, and the remainder of what is currently designated as Map 53, Parcel 10.05, all of which together is outlined in light blue on Exhibit A hereto and referred to herein as “the Property”;

WHEREAS, Clarksville is a municipal corporation established by charter, most recently amended and restated by Chapter 24 of the Private Acts of 2015;

WHEREAS, Clarksville is authorized to own, acquire, construct, extend, equip, operate, and maintain a sewer system within or without its corporate limits pursuant to Tenn. Code Ann. § 7-35-401 and Section 5(a)(52) of Clarksville’s charter;

WHEREAS, Clarksville has annexed part of the Property and arranged to provide water and sewer service to the Property;

WHEREAS, the Clarksville-Montgomery County Regional Planning Commission has

approved the final plat for Ridgeland Estates, Section 2, located within the Property;

WHEREAS, the water and sewer systems for Ridgeland Estates, Section 2, have already been constructed and dedicated to Clarksville;

WHEREAS, the developer is seeking plat approval for Ridgeland Estates, Section 3, also to be located within the Property, but the water and sewer systems for Ridgeland Estates, Section 3, are yet to be constructed;

WHEREAS, additional development may occur on the Property, requiring water and sewer service;

WHEREAS, the parties wish to clarify the responsibilities for water and sewer service to the Property, so as to comply with the law and avoid delays or interruptions in service;

WHEREAS, Tenn. Code Ann. § 12-9-108 authorizes any public agency to contract with another public agency to perform any governmental service, activity, or undertaking, including the provision of utility service, which each public agency is authorized by law to perform;

WHEREAS, at a meeting held on _____, 2019, which was previously advertised to the public in accordance with law, Clarksville's City Council approved this Contract and authorized the Mayor to execute this Contract on behalf of Clarksville; and

WHEREAS, at a meeting on _____, 2019, which was previously advertised to the public in accordance with law, the District's Board of Commissioners approved this Contract and authorized the President to execute this Contract on behalf of the District;

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The District hereby relinquishes to Clarksville the District's exclusive right to

provide water service to the Property and any right the District may have to provide sewer service to the Property. Clarksville assumes all duties, liabilities, and obligations to provide water service and sewer service to the Property.

2. This Contract only pertains to the Property. Except as expressly stated in this Contract, the District reserves its exclusive right to provide water service within its boundaries. Nothing in this Contract purports to change the District's boundaries.

3. Clarksville shall make a payment each month to the District equal to (a) the total number of gallons of water sold by Clarksville in its last monthly billing period, expressed in increments of one thousand (1,000) gallons and rounded to the nearest increment, to residential and commercial customers located within the Property, multiplied by (b) the "Reimbursement Rate" provided below.

To calculate the Reimbursement Rate, the District's operating expenses (including depreciation) and nonoperating expenses (including interest expense but excluding interest income) will be totaled. The total will be divided by the total number of gallons sold by the District (currently described as "billed metered" on the AWWA reporting worksheet). The quotient will be multiplied by one thousand (1,000). The product will be multiplied by nine percent (9% or 0.09). The end result, rounded to the nearest cent, will be the Reimbursement Rate.

The expense and gallon figures used in the calculation of the Reimbursement Rate will come from the District's audited financial statements for a fiscal year. When this Contract becomes effective, the initial Reimbursement Rate will be one dollar and nineteen cents (\$1.19), based on the District's audited financial statements for its fiscal year ended December 31, 2017. On each July 1, the Reimbursement Rate calculation will be updated based on figures from the

District's most recent audited financial statements.

Notwithstanding the foregoing, whenever the Reimbursement Rate is updated on July 1, it may not exceed fifty percent (50% or 0.5) of the highest per thousand (1,000) gallon rate approved by the Clarksville City Council as of that July 1 for water sales to residential customers within the city limits of Clarksville.

4. Clarksville's monthly payment to the District shall be due on the twentieth (20th) business day after Clarksville bills customers within the Property for water usage. With each monthly payment from Clarksville to the District, Clarksville shall provide a detailed report of the meter readings and volume of water sold for each customer within the Property.

5. This Contract will become effective when all of the following have occurred: (1) the Mayor of Clarksville signs it below, (2) the President of the District signs it below, and (3) a representative of the United States Department of Agriculture, Rural Development, approves this Contract by signing it below.

6. The term of this Contract shall be forty (40) years after it becomes effective. Upon the expiration of the term, provided that Clarksville has fully performed its obligations herein, Clarksville will continue to have the exclusive right and obligation to provide water service and sewer service to the Property, but Clarksville will no longer be obligated to make monthly payments and reports to the District pursuant to Sections 3 and 4 of this Contract above.

7. The headings in this Contract are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

8. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remaining provisions.

9. This Contract constitutes the entire agreement of the parties. This Contract may

be modified or amended only by an instrument in writing executed by all parties hereto.

10. This Contract is governed by the laws of Tennessee, and any dispute or legal action arising out of or related to this Contract must be filed in the courts of Montgomery County, Tennessee.

11. The parties have participated jointly in the negotiation and drafting of this Contract. This Contract shall not be construed for or against either party based upon authorship.

12. The individuals signing below represent that they have full authority to execute this Contract on behalf of their respective parties; that this Contract has received any approval required by law; and that this Contract is a legal, valid, and binding agreement.

13. This Contract may be signed in counterparts. Counterparts delivered via facsimile or via e-mail in Adobe portable document format (.pdf) shall be deemed originals.

CITY OF CLARKSVILLE, TENNESSEE

By: _____
Joe Pitts, Mayor

Date: _____

Attest: _____
Sylvia Skinner, City Clerk

**WOODLAWN UTILITY DISTRICT OF
MONTGOMERY COUNTY, TENNESSEE**

By: _____
Kent Griffy, President

Date: _____

State of Tennessee)
)
County of Montgomery)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Joe Pitts, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Clarksville, Tennessee, and that he executed the foregoing instrument on behalf of the City for the purpose therein contained.

Witness my hand and official seal on this the ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

State of Tennessee)
)
County of Montgomery)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Kent Griffy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the Woodlawn Utility District of Montgomery County, Tennessee, a public corporation, and that he executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as the President.

Witness my hand and official seal on this the ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

This Contract is approved by the United States Department of Agriculture, Rural Development,
on this _____ day of _____, 2019.

UNITED STATES DEPARTMENT OF AGRICULTURE, Rural Development

By: _____

Title: _____

Date: _____

EXHIBIT A

