



**CLARKSVILLE CITY COUNCIL
EXECUTIVE SESSION
DECEMBER 30, 2019, 4:30 P.M.**

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

AGENDA

- 1) VETERANS SERVICE ORGANIZATION *Andrew Kester, Director MCVSO*
- 2) PLANNING COMMISSION *RPC Director Jeff Tyndall*

1. **ORDINANCE 51-2019-20** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of John Hadley for zone change on property located at the intersection of Wilma Rudolph Boulevard and Terminal Road from C-2 General Industrial District to C-5 Highway & Arterial Commercial District
RPC: Approval/Approval

- 3) CONSENT AGENDA *City Clerk*

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 47-2019-20** (Second Reading) Authorizing transfer of South Second Street property interest to Bikers Who Care, Inc.
2. **ORDINANCE 48-2019-20** (Second Reading) Amending the Official Code relative to Firefighter annual leave
3. **RESOLUTION 35-2019-20** Approving a Certificate of Compliance for Todd E. Morris for operation of Mulligan's *CPD: No Criminal History*
4. **RESOLUTION 36-2019-20** Approving a Certificate of Compliance for Ramesh Kasetty for operation of Caddy's Discount Liquor *CPD: No Criminal History*

5. **RESOLUTION 37-2019-20** Approving appointments to the Access Board of Appeals, Board of Adjustments & Appeals, Adult Oriented Establishment Board, Arts & Heritage Development Council, Common Design Review Board, Ethics Commission, and Human Relations Commission

- *Access Board of Appeals: Norm Brumbley, Charlie Gentry, Alex Morris (reappointments), Matthew Kenny (Alternate) - January 2020 through December 2021*
- *Adjustments & Appeals Board: John Crabbe (replace Rex Hawkins-term expired) - January 2020 through June 2023*
- *Adult Oriented Establishment Board: Rachel Barrow (replace Mike Biggs-resigned) - January 2020 through December 2020*
- *Arts & Heritage Development Council: Thomasa Ross (replace Dewey Browder-term expired), Valerie Hunter-Kelly (replace Joe Fillipo-term expired) - January 2020 through June 2022*
- *Common Design Review Board: Sean Craft (replace Carter Briggs-term expired) - January 2020 through December 2024*
- *Ethics Commission: Bishop Calvin Lockett (replace Ellen Kanervo-term expired) - January 2020 through June 2022*
- *Human Relations Commission: Shawn'na Darden (replaced Michael Spring-resigned) - January 2020 through June 2022; Lillian Vazquez (replace Erin Lee-resigned) - January 2020 through June 21*

6. Adoption of Minutes: December 5

4) FINANCE COMMITTEE *Chairman Jeff Burkhart*

1. **ORDINANCE 50-2019-20** (First Reading) Amending the Official Code relative to gas rates and interdistrict fees *Finance Committee: Approval*
2. **ORDINANCE 52-2019-20** (First Reading) Amending the 2019-20 Operating and Capital Budget for Governmental Funds for various uses *Finance Committee: Approval*
3. **RESOLUTION 34-2019-20** Asking the Tennessee Department of Transportation for improvements to SR237/Rossvie Road from east of International Boulevard to Hayes Lane *Finance Committee: Approval*
4. **RESOLUTION 38-2019-20** Approving the Participating Employer Agreement with the State of Tennessee for Employee Deferred Compensation Plan II *Finance Committee: Approval*

5) GAS & WATER COMMITTEE *Chairlady Valerie Guzman*

1. Department Report

6) HOUSING & COMMUNITY DEVELOPMENT COMMITTEE *Chairman David Allen*

1. Department Report

7) PARKS & RECREATION *Chairlady Valerie Guzman*

1. Department Report

8) PUBLIC SAFETY COMMITTEE *Chairman Jeff Henley*

1. Department Reports

9)STREETS & GARAGE COMMITTEE *Chairman Tim Chandler*

1. Department Reports

10)TRANSPORTATION COMMITTEE *Chairlady Wanda Smith*

1. Department Reports

11)NEW BUSINESS

1. **ORDINANCE 29-2019-20** (First Reading; Postponed October 3) Repealing the Internal Service Fund Guidelines and amending the Official Code approving new Internal Service Fund Guidelines *Mayor Pro Tem David Allen*

12) MAYOR AND COUNCIL MEMBER REPORTS

NOTE: City Offices will be closed Wednesday, January 1 and Monday, January 20

13) PUBLIC COMMENTS

14) ADJOURNMENT

ORDINANCE 51 -2019-20

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF JOHN HADLEY FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF WILMA RUDOLPH BOULEVARD AND TERMINAL 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-2 General Commercial District, as C-5 Highway & Arterial Commercial District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being located 1,239 +/- feet west of the centerline of the Wilma Rudolph Blvd. & Terminal Road intersection, said point being in the southern right of way margin of Terminal Road and also being the northwest corner of the Pool & Spa Depot LLC property, thence in a southerly direction 623 +/- feet with the western boundary of the Pool & Spa Depot LLC property to a point, said point being in the northern boundary of the TN Investments Properties Property, thence in a westerly direction 301 +/- feet with the northern boundary of the TN Investments Properties Property to a point, said point being the southeast corner of the Over the Top LLC property, thence in a northerly direction 632 +/- feet with the eastern boundary of the Over the Top LLC property to a point, said point being in the southern boundary of the Terminal Road right of way margin, thence in a easterly direction 285 +/- feet to the point of beginning, said herein described tract containing 4.24 +/- acres

ORDINANCE 47-2019-20

AN ORDINANCE AUTHORIZING TRANSFER OF SOUTH SECOND STREET PROPERTY INTERESTS TO BIKERS WHO CARE, INC., A TENNESSEE NON-PROFIT CORPORATION

- WHEREAS*, pursuant to Resolution 27-2002-03, the City Council of the City of Clarksville, Tennessee previously authorized the conveyance of certain real property located at South Second Street and having a map, group and parcel number of 66K-H-16.00 (said property hereinafter referred to as, the “Second Street Property”) to Bikers Who Care, Inc., a Tennessee non-profit corporation (hereinafter from time to time, “BWC”); and
- WHEREAS*, in accordance with said Resolution, the City of Clarksville did subsequently convey the Second Street Property to BWC via execution and delivery of a Warranty Deed (dated July 28, 2003, of record at Vol. Book 916, P. 2039, Register’s Office for Montgomery County, Tennessee) “subject to the condition subsequent that this realty conveyed be used for park purposes, generally similar to those described in the schematic representation of ‘Little Buddy Park’, prepared by Lyle-Cook-Martin Architects”; and
- WHEREAS*, in said Warranty Deed, the City of Clarksville expressly reserved, and now continues to hold, a right to re-enter the Second Street Property and re-take title thereto, in the event BWC ceases to use said property for such park purposes; and
- WHEREAS*, BWC now desires to convey the Second Street Property to a local non-profit organization, [insert name of organization], for the express purpose of constructing small homes on the Second Street Property; and
- WHEREAS*, the City Council enthusiastically endorses the aforementioned use of the Second Street Property; and
- WHEREAS*, the City of Clarksville, to assist BWC with accomplishing the aforementioned objective of utilizing the Second Street Property now desires to convey unto BWC, and to otherwise completely release and relinquish, any and all rights and interests the City presently holds in the Second Street Property, to include the City’s aforementioned right to re-enter the Second Street Property and re-take title thereto.

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

That the City of Clarksville is hereby authorized to transfer all of its remaining interests in the Second Street Property (said property having a map, group and parcel number of 66K-H-16.00) to Bikers Who Care, Inc. and, more specifically, the City of Clarksville is authorized to execute and deliver a quitclaim deed or other such necessary instrument(s) conveying unto Bikers Who Care, Inc., without any reservations whatsoever, all of the rights, title and interests the City of Clarksville presently holds in the Second Street Property, to include any right to re-enter and re-take title thereto.

FIRST READING: December 5, 2019
SECOND READING:
EFFECTIVE DATE:

ORDINANCE 48-2019-20

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE
PERTAINING TO FIREFIGHTER ANNUAL LEAVE

WHEREAS, Section 1.5-601. Annual Leave. pertains to annual leave for City employees, and sub-section f. thereof contains special provisions with regard to firefighter shift employees; and

WHEREAS, the City Council finds that firefighter annual leave should be computed on a fairer basis for the benefit of the entire department and the City generally, and that the City Code pertaining to firefighter annual leave should be amended accordingly.

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

(1) That Title 1.5 (Human Resources), Chapter 6 (Leave), Section 1.5-601 (Annual Leave) of the Official City Code should be and is hereby amended by deleting sub-section f. thereof in its entirety, and substituting therefore a new sub-division f. as follows:

Section 1.5-601. Annual Leave.

f.Utilization of accrued annual leave by fire department shift employees . Fire department shift employees shall be credited with total anticipated annual leave for the entire year on January 1 of each calendar year, regardless of length of service or anniversary date, except as otherwise provided in sub-part f.(3) herein below. Annual leave for fire department twenty-four (24) hour shift employees shall be accrued (meaning “earned”) on a monthly basis from the effective date of the employee’s appointment, at the rate of twelve (12) working hours of annual leave for each full month of employment. Annual leave will be utilized by fire department personnel in accordance with departmental Standard Operating Procedures and considering the factors of seniority, position, minimum staffing, and available slots. No annual leave shall be granted that will reduce fire department staffing below required levels.

(1) Annual leave may be accrued to a maximum of three hundred sixty (360) hours for twenty-four (24) hour shift employees. Any 24-hour-shift employee having completed ten (10) or more years of service shall be eligible to receive twelve (12) additional hours of annual leave per year for each year of service completed over ten (10) years. However, on an employee's anniversary date, should his or her total earned annual leave exceed three hundred sixty (360) hours for the 24-hour-shift employee, the additional leave will be added to that employee's annual sick leave eligibility so the excess earned annual leave shall not be lost.

(2) A twenty-four (24) hour shift employee shall relinquish one (1) hour of annual leave for each hour that employee is absent from duty on authorized annual leave, regardless of the employee's work schedule.

(3) If an employee's employment is terminated for any reason, including retirement, the employee shall be paid for the balance of any annual leave hours earned and not utilized, not to exceed three hundred sixty (360) hours for the twenty-four (24) hour shift employee. Any leave hours utilized in excess of earned hours shall be deducted from the employee's final pay.

(2) This Ordinance amending subsection f. of Section 1.5-601 shall take effect starting August 1, 2020, and shall apply to all firefighter shift personnel thereafter.

FIRST READING: December 5, 2019
SECOND READING:
EFFECTIVE DATE:

RESOLUTION 35-2019-20

A RESOLUTION APPROVING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR OPERATION OF MULLIGAN'S

WHEREAS, Todd E. Morris has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for operation of Mulligan's, 2255 Wilma Rudolph Boulevard; and

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

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

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

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

That the Clarksville City Council hereby approves a Certificate of Compliance for Todd E. Morris for operation of Mulligan's, 2255 Wilma Rudolph Boulevard, Clarksville, Tennessee.

ADOPTED:

RESOLUTION 36-2019-20

A RESOLUTION APPROVING A RETAIL LIQUOR STORE CERTIFICATE OF COMPLIANCE FOR OPERATION OF CADDY'S DISCOUNT LIQUOR

WHEREAS, Chinna Ramesh Kasetty has applied for a Certificate of Compliance from the City of Clarksville according to regulations of the Tennessee Alcoholic Beverage Commission, for operation of Caddy's Discount Liquor, 1960-M Madison Street; and

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

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

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

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

That the Clarksville City Council hereby approves a Certificate of Compliance for Chinna Ramesh Kasetty for operation of Caddy's Discount Liquor, 1960-M Madison Street, Clarksville, Tennessee.

ADOPTED:

RESOLUTION 37-2017-18

A RESOLUTION APPROVING BOARD APPOINTMENTS FOR THE ACCESS BOARD OF APPEALS, BOARD OF ADJUSTMENTS & APPEALS, ADULT ORIENTED ESTABLISHMENT BOARD, ARTS & HERITAGE DEVELOPMENT COUNCIL, COMMON DESIGN REVIEW BOARD, ETHICS COMMISSION, AND HUMAN RELATIONS COMMISSION

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

That the Clarksville City Council hereby approves the following board appointments:

Access Board of Appeals: Norm Brumbley, Charlie Gentry, Alex Morris, Matthew Kenny (Alternate) - January 2020 through December 2021

Adjustments & Appeals Board: John Crabbe - January 2020 through June 2023

Adult Oriented Establishment Board: Rachel Barrow - January 2020 through December 2020

Arts & Heritage Development Council: Thomasa Ross, Valerie Hunter-Kelly - January 2020 through June 2022

Common Design Review Board: Sean Craft - January 2020 through December 2024

Ethics Commission: Bishop Calvin Lockett - January 2020 through June 2022

Human Relations Commission: Shawn'na Darden - January 2020 through June 2022; Lillian Vazquez - January 2020 through June 21

ADOPTED:



**CLARKSVILLE CITY COUNCIL
REGULAR SESSION
DECEMBER 5, 2019**

MINUTES

PUBLIC COMMENTS

Prior to the meeting, Bishop Anthony Alfred urged the City Council to deny allowing beer sales at 10:00 a.m. on Sundays (**ORDINANCE 36-2019-20**). Randy Rubel asked for an investigation regarding a missing historical book that had been displayed in the Mayor's Office. Rosanna Vaughn asked the City Council to make efforts to stop bullying in schools. Larry Watson, Bryce Powers, and Billy Hughes encouraged support of transferring property on Second Street to Bikers Who Care (**ORDINANCE 47-2019-20**).

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Joe Pitts on Thursday, December 5, 2019, at 7:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

A prayer was offered by James Trotter, Cabin Row Baptist Church, guest of Council Lady Wanda Smith. The Pledge of Allegiance was led by Mayor Pro Tem David Allen.

ATTENDANCE

PRESENT: Richard Garrett (Ward 1), 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), Gary Norris (Ward 11), Jeff Burkhart (Ward 12)

SPECIAL RECOGNITIONS

Mayor Pitts presented Mayor's Certificates to Kaylee Hill, "Junior Miss Wheelchair," Northwest High School Senior Christian Solbert for having been nominated for the "Congress of Future Medical Leaders," and to the Clarksville Panthers Soccer Team for winning the 2019 "Three versus Three Soccer Championship."

PLANNING COMMISSION

RESOLUTION 32-2019-20 Requesting the Regional Planning Commission Director and Staff to perform a study with regard to creation of a design overlay district for SR76/Dr. Martin Luther King Jr., Parkway

The recommendation of the Finance Committee was for approval. Councilman Garrett recognized Councilwoman Streetman who said an overlay would protect the investments of existing businesses on SR76/Dr. Martin Luther King, Jr. Parkway and create a plan for future development along the route. Councilwoman Guzman made a motion to adopt this resolution. The motion was seconded by Councilman Holleman. The following vote was recorded:

AYE: Allen, Burkhardt, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Pitts, Richmond, Smith, Streetman

The motion to adopt this resolution unanimously 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 35-2019-20** (Second Reading) Authorizing donation of property on Dumas Drive to Habitat For Humanity
2. **ORDINANCE 36-2019-20** (Second Reading) Amending the Official Code relative to beer sales hours *[Removed; see Finance Committee report below]*
3. **ORDINANCE 37-2019-20** (Second Reading) Amending the FY20 Operating and Capital Budget for Governmental Funds for Frosty Morn building demolition
4. **ORDINANCE 38-2019-20** (Second Reading) Authorizing extension of utility services for property located on Stacy Lane, request of Syd Hedrick
5. **ORDINANCE 39-2019-20** (Second Reading) Authorizing sale of property at 808 S. Riverside Drive to R. Gordon Seay
6. **ORDINANCE 41-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Wildwood Partners for zone change on property located at the terminus of Stowe Court from O-1 Office District to R-4 Multiple Family Residential District
7. **ORDINANCE 42-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Chad Byard for zone change on

property located at the intersection of Hornbuckle Lane and Highway 76 from C-4 Highway Interchange District to C-2 General Commercial District

8. **ORDINANCE 43-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Nick Datillo for zone change on property located at the intersection of Garrettsburg Road and Evans Road from RM-1 Single Family Mobile Home Residential District to R-2D Two Family Residential District

9. **ORDINANCE 44-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Ava Homes, LLC (Amber Frederick, Jacqlyn Elliott, Bryan Genwitz) for zone change on property located at the intersection of High Street and Ernest Street from R-3 Three Family Residential District to R-6 Single Family District

10. **ORDINANCE 45-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Ray Darnell Estate, Jeff Burkhart-Agent, for zone change on property located at the intersection of Tiny Town Road and Allen Road from AG Agricultural District to R-2 Single Family Residential District, C-2 General Commercial District, and C-5 Highway & Arterial Commercial District

11. **ORDINANCE 46-2019-20** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Hillcrest Baptist Church, J. Chris Fielder-Agent, for zone change on property located at the intersection of Dover Road and Charlemagne Boulevard from M-2 General Industrial District to R-1 Single Family Residential District

12. **RESOLUTION 33-2019-20** Approving appointments to Audit Committee, Human Relations Commission, and Residential Development Commission

- *Audit Committee: Dr. Brandon DiPaolo Harrison, Joel Wallace - January 2020 through December 2022*
- *Human Relations Commission: Gary Norris - December 2019 through June 2022*
- *Residential Development Commission: Jeff Henley - January 2020 through December 2022*

13. Adoption of Minutes: October 31, November 7

Councilman Burkhart made a motion to adopt the Consent Agenda. The motion was seconded by Council Lady Smith. Councilman Burkhart noted his abstention on **ORDINANCE 45-2019-20** because he was involved in the sale of the property. Councilman Henley noted his abstention on **ORDINANCE 35-2019-20**. Councilman Chandler noted his abstention on **ORDINANCE 45-2019-20** because of his relationship with a friend involved in the transaction. Councilman Erb noted his abstention on **ORDINANCE 46-2019-29** because he was a member and elder of Hillcrest Baptist Church. Councilman Richmond requested separate consideration of **ORDINANCE 36-2019-20**. The following vote was recorded:

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

The motion to adopt the Consent Agenda as amended with the noted abstentions passed.

FINANCE COMMITTEE *Councilman Jeff Burkhart, Chair*

ORDINANCE 47-2019-20 (First Reading) Authorizing transfer of South Second Street property interest to Bikers Who Care, Inc. (*Finance Committee: Approval*)

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Erb. Councilman Chandler said he decided to support this transfer after hearing comments from former City Judge Larry Watson. Councilman Henley said he supports Bikers Who Care, but felt there were several unknown factors that should be considered. Councilman Henley made a motion to postpone first reading indefinitely until all information regarding the transaction is received. The motion was seconded by Councilman Garrett. Following a lengthy discussion, Councilman Chandler called for the question. A voice vote was taken; the motion to cease discussion passed without objection. The following vote was recorded:

AYE: Erb, Garrett, Henley, Richmond

NAY: Allen, Burkhart, Chandler, Guzman, Holleman, Norris, Pitts, Smith, Streetman

The motion to postpone action indefinitely failed. The following vote on the main motion was recorded:

AYE: Allen, Burkhart, Chandler, Erb, Garrett, Guzman, Holleman, Norris, Pitts, Smith, Streetman

NAY: Henley, Richmond

The motion to adopt this ordinance on first reading passed.

ORDINANCE 48-2019-20 (First Reading) Amending the Official Code relative to Firefighter annual leave

The recommendation of the Finance Committee was for approval. Councilman Burkhart made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. The following vote was recorded:

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

The motion to adopt this ordinance on first reading unanimously passed.

ORDINANCE 36-2019-20 (Second Reading) Amending the Official Code relative to beer sales hours

This ordinance was removed from the original Consent Agenda. Councilman Burkhart made a motion to adopt this ordinance on second reading. The motion was seconded by Councilman Holleman. Councilman Richmond said no one from the public had voiced support for this change. Councilwoman Smith referenced a recent fatal vehicle accident involving a driver under the influence. Councilwoman Streetman said allowing retail liquor stores to sell beer before noon on Sunday was unfair to small businesses. Councilman Holleman said several local gas stations owners had expressed support for this change. Councilman Allen called for the question. The motion was seconded by Councilwoman Smith. A voice vote was taken; the motion to cease discussion passed. The following vote on the main motion was recorded:

AYE: Allen, Garrett, Guzman, Holleman, Norris, Streetman

NAY: Burkhart, Chandler, Erb, Henley, Pitts, Richmond, Smith

The motion to adopt this ordinance on second reading failed.

GAS & WATER COMMITTEE *Councilwoman Valerie Guzman, Chair*

Councilwoman Guzman shared the following monthly department statistics: 451 million cubic feet of natural gas, 560 million gallons of treated water, 4,778 service work orders, and 436 after hours calls.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE *Mayor Pro Tem David Allen, Chair*

Councilman Allen said emergency repairs were made recently to HVAC units at one home on Cedar Street and at one home on E Street. The Continuum of Care report revealed a daily average intake of 100 homeless persons per day. Councilman Allen announced the CDBG Non-Profit Workshop was scheduled for December 12 and the 2020 Point In Time Count was scheduled for January 24.

PARKS & RECREATION *Councilwoman Valerie Guzman, Chair*

Councilwoman Guzman expressed appreciation to the Office of Housing & Community Development for their assistance in recently finding a stable environment for an expectant homeless woman.

Councilwoman Guzman noted upcoming recreational events including the annual Christmas Parade, Christmas on the Cumberland Activity Night, and the Christmas Light Run at McGregor Park.

PUBLIC SAFETY COMMITTEE *Councilman Jeff Henley, Chair*

Councilman Henley shared the following monthly department statistics: Building & Codes - 1,791 inspections, 190 enforcement cases, 71 single family permits, 35 abatement work orders, and removal of storm debris; Fire Rescue - 1,258 emergency runs; Police - 11,894 responses and twelve new cadets.

STREETS & GARAGE COMMITTEE *Councilman Tim Chandler, Chair*

Councilman Chandler said residents requested storm debris pickup by the Street Department through December 2. Three major paving projects had been completed.

Councilman Chandler said City Garage regular gas was priced at \$1.79 per gallon and diesel fuel was priced at \$2.03 per gallon.

TRANSPORTATION COMMITTEE *Councillady Wanda Smith, Chair*

Councillady Smith said the recently remodeled Clarksville Transit System Downtown Transfer Center re-opened December 3 with an official ceremony scheduled for December 20. CTS planned to provide free rides on Christmas Eve including the Warm Souls Event at Austin Peay State University. Councillady Smith shared the following monthly department statistics: 51,486 passengers including 5,999 senior citizens, 3,260 demand responses,

MAYOR AND COUNCIL MEMBER REPORTS

Mayor Pitts noted upcoming closing dates for city offices.

ADJOURNMENT

The meeting was adjourned at 8:03 p.m.

ORDINANCE 50-2019-20

AN ORDINANCE AMENDING PART II (CODE OF ORDINANCES), TITLE 13 (UTILITIES AND SERVICE), CHAPTER 3 (GAS, WATER, AND SEWER SERVICE) THE CITY OF CLARKSVILLE RELATIVE TO GAS RATES AND INTERDISTRICT FEES

WHEREAS, The City of Clarksville (Gas and Water Department) has entered into service agreements with the City of Guthrie, KY and the City of Hopkinsville, KY to supply natural gas; and

WHEREAS, the current agreements utilize an interruptible WACOG rate structure intended for industrial customers rather than a governmental entity, public or private utility, or utility cooperative; and

WHEREAS, the City of Clarksville (Gas and Water Department) wishes to modify the WACOG rate structure to include governmental entities, public or private utilities, or utility cooperatives and create a Firm Sales rate structure for governmental entities, public or private utilities, or utility cooperatives; and

WHEREAS, the City Council finds that the best interests of the City, its residents, and the Gas and Water Department rate payers would best be served by the following city code amendments.

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

1. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-301 (Rates, service fees, penalties, security deposits, and other charges), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-301. - Rates, service fees, penalties, security deposits, and other charges.

The city council shall approve all rates for gas, water, and sewer service. Service fees, security deposits, penalties, or other charges as authorized herein shall be in the amounts set forth in schedule A below.

Schedule A

New service	
• Water and/or sewer	50.00
• Overtime	100.00
• Gas	50.00
• Overtime.....	100.00
Interdistrict	125.00
Meter re-read ...	0.00
Testing/changing meters.....	125.00

Payment collections	Cost
Returned payment	Amount as authorized by TCA
Reactivation—Business hours	50.00
Reactivation—After hours	100.00
Security deposit	
Residential	
• Water and sewer	150.00
• Gas	200.00
Commercial water/gas	250.00/500.00
Industrial water/gas	250.00/500.00
Governmental entity, utility, or co-op gas	500.00
Credit Inquiry	6.00

2. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-308 (Application for service; service fees; security deposits), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-308. - Application for service; service fees; security deposits; interdistrict fees.

- (1) Application for water, gas, and sewer service shall be made at the Clarksville Department of Gas and Water. A service fee for each applicable service shall be charged to each new customer, and to existing customers moving to a new location within the service area. A new customer shall be defined as a customer requesting service that has not had service from CGW within the immediately preceding twelve (12) month period. In the event a customer requesting service is determined not to be a new customer, the deposit requirements set forth in subsection 13-308(2) shall apply.
- (2) In addition to any applicable service fees provided for herein, a security deposit to ensure payment for services for any service to be provided shall be charged to each new customer or any customer whose account has been deactivated for non-payment. Said security deposit shall be in an amount as approved by ordinance of the city council. Upon application for service by a new customer, said security deposit shall be payable in one lump sum. In lieu of a deposit, applicants for residential service as a new customer may request a credit inquiry to determine the required deposit amount. For residential customers, said security deposit may also be paid in three (3) equal monthly installments, in which case the first installment payment shall be due upon application for service. A fee as set forth in schedule A shall be charged per credit inquiry. Said security deposit shall be credited to the customer's account after four (4) continuous years of payment history with no intervening inactivation of the customer's account for nonpayment for service at a single service location. Any inactivation of the customer's account for nonpayment, or a change in a customer's service location, shall be cause to restart the computation of the three (3) year time period for return of a customer's security deposit.

- (3) A service fee may also be charged as necessary to cover the costs of re-reading meters which were initially read correctly, testing and changing meters which are determined to be accurate, and for collecting funds for checks and bank drafts that have been returned due to insufficient funds in the customer's bank account or financial institution.
 - (4) An interdistrict fee for each applicable sewer service located in an adjoining Utility District, as provided for by an interlocal agreement between the City and such utility district, shall be charged to each new sewer customer and to existing sewer customers moving to a new location within the Utility District. The general manager / department head of the Department of Gas and Water, or his / her designee made in writing, shall have authority to waive this fee incurred by a customer who has provided satisfactory evidence that they are the surviving spouse of a deceased current customer.
3. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-313 (Bill payment; late payment penalty; account deactivation / reactivation service fee), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-313. - Bill payment; late payment penalty; account deactivation/reactivation service fee.

- (1) Charges for gas, water, or sewer services shall be due as shown on a customer's bill and payable at the Department of Gas and Water. If a customer's account balance is not paid in full by the 20th day following the date of the bill, a ten (10) percent late payment penalty shall be assessed. Thereafter, if a customer's account balance is not paid in full by the 30th day following the date of the bill, the customer's account will be deactivated. Thereafter, no gas or water will be furnished to the customer until the customer has paid all amounts due for gas, water, or sewer service, plus a service fee for reactivating the customer's account. The department shall be entitled to recover all costs of collection of delinquent accounts, including attorney fees.
- (2) Notwithstanding the forgoing, the State of Tennessee and its political subdivisions and departments, the Federal Government and its departments (to include, but not limited to the Department of Defense and the Department of the Army) shall pay in full by the 30th day following the date of the bill, or as otherwise may be agreed upon by the City and the other governmental entity in a written agreement.

4. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-316 (Gas Services), is hereby amended by deleting same in its entirety and substituting therefor the following:

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 March 1, 2020:

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
Firm Governmental Entity, Public or Private Utility or Utility Cooperative	
Monthly meter charge	\$497.26
Usage charge (per 100 cf)	\$0.110
Commodity charge (per 100 cf)	Based on actual cost of gas
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)**.

5. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-318 (Reserved), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-318. – Governmental Entity, Utility, or Cooperative

To be eligible for firm sales service under this chapter, a governmental entity, public or private utility or public utility cooperative shall meet the following criteria:

- (1) The distribution mains owned and operated by the City Gas & Water Department must be suitable for supplying the desired service; and
- (2) The customer must be a governmental entity, a public or private utility, or a utility cooperative who enters into and executes a written firm natural gas sales agreement with the City of Clarksville.

6. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-319 (Weighted average cost of gas, interruptible service (WACOG)), is hereby amended by deleting same in its entirety and substituting therefor the following:

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

- (1) *Availability.* The WACOG interruptible gas service rate shall be available for eligible governmental entities, public or private utilities, utility cooperatives, and commercial or industrial customers for all purposes where the City Gas & Water Department's distribution mains are suitable for supplying the desired service. The department shall establish guidelines to determine customer 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 **City Code Section 13-316(2)**.

Upon the recommendation of the general manager / department head of the Gas and Water Department, the Mayor shall have the authority to, under circumstances where it is economically feasible and beneficial for the City to do so, to modify the specific terms of the WACOG 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.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 50-2019-20 **PROPOSED CHANGES**

AN ORDINANCE AMENDING PART II (CODE OF ORDINANCES), TITLE 13 (UTILITIES AND SERVICE), CHAPTER 3 (GAS, WATER, AND SEWER SERVICE) THE CITY OF CLARKSVILLE RELATIVE TO GAS RATES AND INTERDISTRICT FEES

WHEREAS, The City of Clarksville (Gas and Water Department) has entered into service agreements with the City of Guthrie, KY and the City of Hopkinsville, KY to supply natural gas; and

WHEREAS, the current agreements utilize an interruptible WACOG rate structure intended for industrial customers rather than a governmental entity, public or private utility, or utility cooperative; and

WHEREAS, the City of Clarksville (Gas and Water Department) wishes to modify the WACOG rate structure to include governmental entities, public or private utilities, or utility cooperatives and create a Firm Sales rate structure for governmental entities, public or private utilities, or utility cooperatives; and

WHEREAS, the City Council finds that the best interests of the City, its residents, and the Gas and Water Department rate payers would best be served by the following city code amendments.

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

1. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-301 (Rates, service fees, penalties, security deposits, and other charges), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-301. - Rates, service fees, penalties, security deposits, and other charges.

The city council shall approve all rates for gas, water, and sewer service. Service fees, security deposits, penalties, or other charges as authorized herein shall be in the amounts set forth in schedule A below.

Schedule A

New service	
• Water and/or sewer	50.00
• Overtime	100.00
• Gas	50.00
• Overtime.....	100.00
Interdistrict	125.00
Meter re-read ...	0.00
Testing/changing meters.....	125.00

Payment collections	Cost
Returned payment	Amount as authorized by TCA
Reactivation—Business hours	50.00
Reactivation—After hours	100.00
Security deposit	
Residential	
• Water and sewer	150.00
• Gas	200.00
Commercial water/gas	250.00/500.00
Industrial water/gas	250.00/500.00
Governmental entity, utility, or co-op gas	500.00
Credit Inquiry	6.00

2. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-308 (Application for service; service fees; security deposits), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-308. - Application for service; service fees; security deposits; interdistrict fees.

- (1) Application for water, gas, and sewer service shall be made at the Clarksville Department of Gas and Water. A service fee for each applicable service shall be charged to each new customer, and to existing customers moving to a new location within the service area. A new customer shall be defined as a customer requesting service that has not had service from CGW within the immediately preceding twelve (12) month period. In the event a customer requesting service is determined not to be a new customer, the deposit requirements set forth in subsection 13-308(2) shall apply.
- (2) In addition to any applicable service fees provided for herein, a security deposit to ensure payment for services for any service to be provided shall be charged to each new customer or any customer whose account has been deactivated for non-payment. Said security deposit shall be in an amount as approved by ordinance of the city council. Upon application for service by a new customer, said security deposit shall be payable in one lump sum. In lieu of a deposit, applicants for residential service as a new customer may request a credit inquiry to determine the required deposit amount. For residential customers, said security deposit may also be paid in three (3) equal monthly installments, in which case the first installment payment shall be due upon application for service. A fee as set forth in schedule A shall be charged per credit inquiry. Said security deposit shall be credited to the customer's account after four (4) continuous years of payment history with no intervening inactivation of the customer's account for nonpayment for service at a single service location. Any inactivation of the customer's account for nonpayment, or a change in a customer's service location, shall be cause to restart the computation of the three (3) year time period for return of a customer's security deposit.

(3) A service fee may also be charged as necessary to cover the costs of re-reading meters which were initially read correctly, testing and changing meters which are determined to be accurate, and for collecting funds for checks and bank drafts that have been returned due to insufficient funds in the customer's bank account or financial institution.

(4) An interdistrict fee for each applicable sewer service located in an adjoining Utility District, as provided for by an interlocal agreement between the City and such utility district, shall be charged to each new sewer customer and to existing sewer customers moving to a new location within the Utility District. The general manager / department head of the Department of Gas and Water, or his / her designee made in writing, shall have authority to waive this fee incurred by a customer who has provided satisfactory evidence that they are the surviving spouse of a deceased current customer.

3. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-313 (Bill payment; late payment penalty; account deactivation / reactivation service fee), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-313. - Bill payment; late payment penalty; account deactivation/reactivation service fee.

(1) Charges for gas, water, or sewer services shall be due as shown on a customer's bill and payable at the Department of Gas and Water. If a customer's account balance is not paid in full by the 20th day following the date of the bill, a ten (10) percent late payment penalty shall be assessed. Thereafter, if a customer's account balance is not paid in full by the 30th day following the date of the bill, the customer's account will be deactivated. Thereafter, no gas or water will be furnished to the customer until the customer has paid all amounts due for gas, water, or sewer service, plus a service fee for reactivating the customer's account. The department shall be entitled to recover all costs of collection of delinquent accounts, including attorney fees.

(2) Notwithstanding the forgoing, the State of Tennessee and its political subdivisions and departments, the Federal Government and its departments (to include, but not limited to the Department of Defense and the Department of the Army) shall pay in full by the 30th day following the date of the bill, or as otherwise may be agreed upon by the City and the other governmental entity in a written agreement.

4. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-316 (Gas Services), is hereby amended by deleting same in its entirety and substituting therefor the following:

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~~ March 1, 2020:

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

Firm Governmental Entity, Public or Private Utility or Utility Cooperative	
Monthly meter charge	\$497.26
Usage charge (per 100 cf)	\$0.110
Commodity charge (per 100 cf)	Based on actual cost of gas

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)**.

5. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-318 (Reserved), is hereby amended by deleting same in its entirety and substituting therefor the following:

Sec. 13-318. – ~~Reserved~~ Governmental Entity, Utility, or Cooperative

To be eligible for firm sales service under this chapter, a governmental entity, public or private utility or public utility cooperative shall meet the following criteria:

- (1) The distribution mains owned and operated by the City Gas & Water Department must be suitable for supplying the desired service; and
- (2) The customer must be a governmental entity, a public or private utility, or a utility cooperative who enters into and executes a written firm natural gas sales agreement with the City of Clarksville.

6. That City of Clarksville Code of Ordinances, Title 13 (Utilities and Service), Chapter 3 (Gas, Water, and Sewer Service), Section 13-319 (Weighted average cost of gas, interruptible service (WACOG)), is hereby amended by deleting same in its entirety and substituting therefor the following:

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

- (1) *Availability.* ~~The~~ WACOG interruptible gas service rate shall be available for eligible governmental entities, public or private utilities, utility cooperatives, and commercial or industrial customers for all purposes where the City Gas & Water Department's distribution mains are suitable for supplying the desired service. The department shall establish guidelines to determine customer 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 **City Code Section 13-316(2)**. ~~The department and the mayor shall have the authority~~ Upon the recommendation of the general manager / department head of the Gas and Water Department, the Mayor shall have the authority to, under circumstances where it is economically feasible and beneficial for the City to do so, to modify the specific terms of the WACOG 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.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 52-2019-20

AN ORDINANCE AMENDING THE 2019-20 OPERATING AND CAPITAL BUDGET (ORDINANCE 76-2018-19) FOR THE GOVERNMENTAL FUNDS IN THE AMOUNT OF \$338,367 FOR VARIOUS USES AS DESCRIBED BELOW

- WHEREAS*, there have been various general fund needs that have arisen in the past few months; two items were inadvertently not requested during the budget: RPC's request for census match and HRC funding request; and
- WHEREAS*, technology needs became evident to gain efficiency such as timekeeping software, building and codes software to allow for electronic submission of plans, etc, ipads for building inspectors; and
- WHEREAS*, the City's component units had unanticipated expenses with the museum and the senior center both having A/C issues and the museum needing security services for their free Saturday program; and
- WHEREAS*, change in use of funds have occurred for a consultant to provide Strategic Planning assistance to Leadership Training. Stokes Field funds transfer from County to our Parks department's with funds utilized for Mericourt Park, tree removal, Sevier Station and Stokes Field; and
- WHEREAS*, the Fire Department's new Chief was able to locate a new truck budgeted as a capital project that necessitated commitment prior to 12/31/19. After 12/31 the cost increase at minimum is \$20,000 – utilization of capital outlay (general fund) budget to encumber the purchase. This budget amendment will add \$140,000 to the capital projects fund at which time the truck will ultimately be purchased as capital; and
- WHEREAS*, the 2015 and 2016 multimodal capital projects originally budgeted as grant funded projects are now being run by the State requiring the City to pay the match to the State and no longer incur any expenditures toward the project; and
- WHEREAS*, the Edmondson Ferry Road capital project is completed, the balance is requested to transfer to the Fire Maintenance Facility already approved as a capital project; and
- WHEREAS*, the Pollard Road Paving Improvement project, previously approved and funded, is requiring unexpected soil work necessary to complete the project.

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

The following budget amendment be made:

Capital Projects Fund

Department	Item	Amount	Increase	Decrease
Capital Projects	multi-modal project 2016	(729,100)		4041000-33430-16103
Capital Projects	multi-modal project 2016	(680,000)		4041000-4450-16103
Capital Projects	multi-modal project 2015	(700,000)		4041000-33430-15102
Capital Projects	multi-modal project 2015	(8,397)		40434003-4332-15102
Capital Projects	multi-modal project 2015	(721,603)		40434003-4450-15102
Capital Projects	Edmondson Ferry*	(800,000)	Transfer	40431003-4450-14301
Capital Projects	Fire Maintenance Facility*	800,000	40431003-4450-16221	Transfer
Capital Projects	Multi-modal project - 16103	13,704	4041000-39150	General Fund Balance
Capital Projects	Multi-modal project - 15102	(28,537)	General Fund Balance	4041000-39150
Capital Projects	Fire Truck	140,000	40422004-4742-20222	DEBT
Capital Projects	Pollard Road Improvement	15,000	4045003-4450-19502	DEBT

*Actual transfer may differ based on actual available funds.

The following budget amendment be made:

General Fund

Department GENERAL FUND	Item	Amount	Increase	Decrease
RPC	Census Match	25,000	10462003-4861	General Fund Balance
IT	Time keeping Software	101,000	10419203-4324	General Fund Balance
HRC	HRC Work	2,500	10413303-4630-HRC	General Fund Balance
Museum	Security Services	1,600	10492003-4868	General Fund Balance
HR	Leadership Training	78,800	10415503-4340	Transfer
Legislative	Strategic Planning	(78,800)	Transfer	10411003-4340
County/Parks	Stokes Field	175,000	10451004-4730	Transfer
Shared County Exp	Stokes Field	(175,000)	Transfer	10462003-4812
B&C	Energov software	30,000	10419103-4324	General Fund Balance
B&C	iPads, communication and insu	10,100	10419103-4610	General Fund Balance
Senior Center	AC repair	6,600	10462003-4862	General Fund Balance
Transfer to Capital Projects Fund	City's match for multimodal	13,704	10470003-4914	General Fund Balance
Transfer from Capital Projects Fund	match	(28,537)	General Fund Balance	10470003-4914
Museum	Emergency AC repair	21,400	10492003-4868	General Fund Balance
		183,367		

BE IT FURTHER ORDAINED The fund balance of the general fund will be reduced \$183,367 for the operating expenditures and a transfer to the capital projects fund for the multi-modal match. The capital project additional funds will be provided from prior debt issuances with the entire project totaling \$155,000 – no new debt will be issued.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

RESOLUTION 34-2019-20

RESOLUTION ASKING THE TENNESSEE DEPARTMENT OF TRANSPORTATION
FOR IMPROVEMENTS TO SR237/ROSSVIEW ROAD FROM EAST OF
INTERNATIONAL BLVD. TO HAYES LANE

WHEREAS, the Clarksville City Council is asking for improvements to this section of SR237/Rossvie Road to help provide for a more efficient and a safer transportation corridor. This section of SR237/Rossvie Road will be experiencing increased congestion, delay and potential environmental hazards; and

WHEREAS, the construction of the elementary, middle and high schools will house 3,800 students, 400 staff requiring 75 buses significantly increasing the traffic generation along this corridor; and

WHEREAS, the land use in this area is already changing from agriculture to residential with almost 1,000 preliminary lots approved and approximately 1,100 acres with a high probability for residential lot development; and

WHEREAS, without improvements the travel time reliability along the corridor will be experiencing volumes exceeding capacity resulting in a poor level of service; and

WHEREAS, said project will be amended into the 2045 Major Transportation Plan and the FY2020-2023 Transportation Improvement Program making it eligible for State and/or Federal funding; and

WHEREAS, the City Council is asking that a Technical Report be produced and Construction funding be obligated in the Clarksville Urbanized Area Metropolitan Planning Organization's FY2020-2023 Transportation Improvement Program in a timely manner.

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

That the Mayor is hereby authorized to submit the request via the Clarksville Urbanized Area Metropolitan Planning Organization to the Tennessee Department of Transportation for improvements to SR237/Rossvie Road and to execute all necessary documents in connection therewith on behalf of the City of Clarksville.

ADOPTED:

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II

- 401(k) -

RESOLUTION AND

PARTICIPATING EMPLOYER AGREEMENT

[Participating Employer]

Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

RESOLUTION 38-2019-20

City of Clarksville

WHEREAS, the _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan;
and

WHEREAS, the Clarksville City Council ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and

contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: _____

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: _____

Address: _____

Phone: _____

Person Authorized to receive Official Notices from the Plan or Administrator:

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: _____

(3) **DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)**
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM (“TCRS”)]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ **(insert effective date of this Agreement).**
2. This is an amendment to be effective as of _____, _____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____ as follows **(please specify type below):**
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. Other (must specify elective provisions in this Agreement that are being changed):

3. This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement)**. This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan)**. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:
 - a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
 - b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
 - c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*
 - i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
 - ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
 - iii. any seasonal, temporary or similar part-time employee
 - iv. any elected or appointed official
 - v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

- b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

- c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below.
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H. below.
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

- vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement

who meets the definition in Section E.1 above.

- d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

- e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

- f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _____ (not to exceed 21).

ii. Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. The Participating Employer DOES NOT elect automatic enrollment.
2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:
 - a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*
 - i. All Employees
 - ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.
 - b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*
- i. will be treated as a new Employee, or
 - ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

- 1 This section is N/A because there are no predecessor employers.
- 2. Service with any predecessor employers will not be counted for any purposes under the Plan.
- 3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

- I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING.** If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

- J. COMPENSATION DEFINITION.** Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

- K. COMPENSATION COMPUTATION PERIOD.** Compensation shall be determined on the basis of the calendar year.

- L. FIRST YEAR COMPENSATION.** If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

- M. EMPLOYMENT COMMENCEMENT DATE.** An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

- N. MATCHING CONTRIBUTIONS.** *(Complete 1 and 2 below.)*

- 1. Matching Contributions on Elective Deferrals.** *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match ____% of Participant elective deferrals of up to ____% of Compensation.
- c. match ____% of the first \$____ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement. *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match _____% of Mandatory Salary Reduction Contributions for the Participant up to _____% of Compensation.
- c. match _____% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.
- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. *(If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. 100% vesting immediately.
- 3. 100% vesting after 3 Years of Service.
- 3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. *(Check box 1 OR box 2.)*

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: *(Check and complete one box.)*
 - a. an amount fixed by appropriate action of the Employer.
 - b. _____% of Compensation of Participants for the Plan Year.
 - c. \$_____ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

- V. FORFEITURES.** *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*
1. N/A because all contributions are 100% vested immediately.
 2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.
- W. RETIREMENT AGES AND DISABILITY DEFINITION.**
1. Normal Retirement Age shall mean age 60.
 2. Early Retirement shall mean age 59 ½.
 3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.
- X. VESTING COMPUTATION PERIOD.** A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.
- Y. ROLLOVERS.** Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.
- Z. TRANSFERS.** Transfers from plans qualified under Code § 401(a) SHALL BE allowed.
- AA. HARDSHIP WITHDRAWALS.** The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.
- BB. PARTICIPANT LOANS.** The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.
- CC. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
- DD. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. DEEMED TRADITIONAL IRA. The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). *(Check box 1 OR box 2.)* This Participating Employer Agreement as adopted:

1. IS NOT *(if checked continue to II below)*, or
2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

- a. Eligible Employee means: *(If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):*
 - i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
 - ii. any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
 - iii. Any employee who is not covered by Social Security.
- b. Contributions: *(If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):*
 - i. The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
 - ii. Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.)

This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: **(Complete box i or ii below):**

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: **(Complete box i or ii below):**

- i. are
- ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
David H. Lillard, Jr.

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: _____

Classes of Eligible Employees

Contribution Amount

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ORDINANCE 29-2019-20

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

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

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

Article VI. Organization and Personnel.

Section 3. City Attorney.

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

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

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

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

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

WHEREAS, the City Council finds that the best interests of the citizens requires that the “Internal Service Fund Guidelines,” as previously adopted, be repealed, and a new ordinance providing for participation by the whole City Council with regard to the

payment of claims / litigation settlements above a certain amount, with appropriate authority being granted to the City Attorney for settlement authority for claims in a lesser amount, and with appropriate authority being granted to the City Risk Manager, after consultation with the City Attorney, for settlement authority for claims in a lesser amount than that prescribed for the City Attorney, should be adopted by the City Council, all as specified herein below.

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

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

Section 6-514. Internal Service Fund.

- (a) There is hereby established an Internal Service Fund to serve as a mechanism and accounting account for purpose of administering and paying, as determined by appropriate authorities as set forth herein below, claims and litigation settlements made against the City. As used herein the word “claim” shall include pre-litigation settlements, settlements of pending litigation, and / or payments of judgments against the City. The types of claims to be covered and administered through the Internal Service Fund shall only include, On-the Job Injury claims, general liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or local law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney.
- (b) The City Attorney, and his / her assistants, shall be responsible for claims and litigation management, under the supervision of the City Council, not otherwise inconsistent with his duties as City Attorney as provided in the City Charter, or with state law of general application, to include the Tennessee Rules of Professional Conduct for attorneys. The City Attorney shall have full authority regarding the determination as to whether to retain outside counsel, and the selection of outside counsel, with regard to all legal matters involving the City, to include defense of claims made or threatened against the City, and the City Attorney shall make reports to the City Council regarding same from time to time, or as otherwise directed by the Mayor or City Council.
- (c) The Director of Finance, and his / her assistants, shall be responsible for administering and collecting sufficient sums from the various departments, in a fair way and on an actuarial type basis, using prior claim history for each department, and other pertinent factors, in a manner to be determined by the Risk

Manager, in consultation with the Director of Finance, in order to fund and maintain the Internal Service Fund in an amount sufficient to pay claims on an annual budget basis. Said Internal Service Fund shall be a separate fund accounted for separately from the City general fund and other funds. The Director of Finance may establish procedures for the requisition and documentation of payments made out of the Internal Service Fund, not otherwise inconsistent with the provisions herein, the City Charter, and state law of general application. Except for OJI claims, an executed release shall be obtained in so far as possible from the claimant(s) for non-litigation settlement payments, and litigation settlements not involving a judgment against the City.

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

- (1) On-the-Job Injury claims, not involving litigation, shall be evaluated by the City Risk Manager (who may consult with the City Attorney) and may be settled for up to the maximum amount of payment by the City for On-the-Job Injuries as provided by the City OJI program.
- (2) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, up to an amount of **\$7,500.00 (SEVEN THOUSAND AND FIVE HUNDRED DOLLARS)** or less, may be approved for payment by the City Risk Manager.
- (3) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, up to an amount of **\$30,000.00 (THIRTY THOUSAND DOLLARS)** or less, may be approved for payment by the City Attorney.
- (4) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other

claims that should be paid out of the Internal Service Fund as determined by the City Attorney, greater than \$30,000.00 (THIRTY THOUSAND DOLLARS), may only be approved for payment by majority vote of the City Council.

- (e) Nothing herein limits or prohibits the authority of the City Attorney to pursue litigation on behalf of the City with the City as plaintiff, as is provided for, or authorized by, either expressly or by implication, the City Charter, the City Code, state law of general application, or federal law, or as authorized by action of the City Council.
- (f) This ordinance shall take effect upon approval but shall only apply to new lawsuits and claims filed or submitted on or after the effective date of this ordinance. The previously approved internal service fund guidelines as amended will apply to all lawsuits and claims filed or submitted prior to the effective date of this ordinance.

POSTPONED:

October 3, 2019, to January 2020 Regular Session

FIRST READING:

SECOND READING:

EFFECTIVE DATE: