



FINANCE COMMITTEE AGENDA

This meeting will be conducted in person and via Google Meets

DATE: August 25, 2020

TIME: 3:00 p.m.

LOCATION: City Hall Conference Room/Google Meets

- 1) NON-PUBLIC MEETING
 - a) Robinson v. City
 - b) Langford v. City
- 2) PUBLIC MEETING CALL TO ORDER
- 3) ATTENDANCE
- 4) APPROVAL OF ELECTRONIC MEETING

In order to comply with the technical aspects of the Governor's Executive Order regarding holding open meetings in a forum other than in the open and in public, the Finance Committee determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.
- 5) ADOPTION OF MINUTES: July 28, July 30

6) CONSIDERATION OF LAWSUIT SETTLEMENT

- a) Langford v. City

7) DEPARTMENT REPORTS

1. PURCHASING *Camille Thomas*

- a) Report of bids
- b) Report of award of professional service contracts
- Gas & Water - Miscellaneous Advisory & Consulting Services from D2 Energy, LLC in the amount of \$25,000.00.
 - Gas & Water - Miscellaneous Engineering Services from TTL, Inc. in the amount of \$50,000.00.
 - Fire Dept. - Design of a Maintenance Building at Fire Station #1 from Powell Architecture in the amount of \$160,546.00.
 - Municipal Properties - Abandoned R.J. Corman Property Survey, Adjacent to Frosty Morn from Matthew Dhority, RLS in the amount of \$2,550.00.
- c) Report of sale of surplus property on *GovDeals.com* July 2020: \$1,707.00

2. GENERAL FUND

- a) Monthly report *Laurie Matta*

3. DEPARTMENT OF ELECTRICITY

- a) Monthly reports *David Johns, Christy Batts*

4. CITY ATTORNEY

- a) Report of legal expenditures *Lance Baker*
- Bradley Arant, *Jeff Robinson v. City* - \$27,349.42
 - Bradley Arant, *Kimberly Black v. City* - \$84.00
 - Burr Forman, *TN River Keepers v. City* - \$5,775.15

8) COMMITTEE ACTION

1. Authorizing write-off of uncollectibles *Laurie Matta*
2. Approval for City Attorney to hire outside counsel pertaining to defending him against Robinson ethics charge *Lance Baker*

9) CITY COUNCIL ACTION

1. FINANCE

- a) **ORDINANCE 21-2020-21** (First Reading) Waiving credit card processing fees Community Development *Laurie Matta*
- b) **ORDINANCE 23-2020-21** (First Reading) Authorizing sale of property located at 10 Jamestown Place to Habitat For Humanity *Laurie Matta*
- c) **RESOLUTION 21-2020-21** Authorizing an interlocal agreement with Montgomery County pertaining to division of 2020 Byrne Justice Assistance Grant fund allocations and administration and use of such funds *Laurie Matta*

2. GAS & WATER

- a) **ORDINANCE 20-2020-21** (First Reading) Amending the Official Code relative to gas, water, and sewer charges, deposits, programs, adjustments, and installment plans *Councillady Guzman; Gas & Water Committee: Approval*

3. PUBLIC SAFETY

- a) **RESOLUTION 10-2020-21** Authorizing an interlocal agreement with Montgomery County Emergency Management Agency for use of radio frequencies for emergency responses *Councilman Henley; Public Safety Committee: Approval*
- b) **RESOLUTION 11-2020-21** Authorizing an interlocal agreement with Montgomery County Emergency Medical Services for use of radio frequencies for emergency responses *Councilman Henley; Public Safety Committee: Approval*

4. PURCHASING

- a) **ORDINANCE 19-2020-21** (First Reading) Authorizing sale of property located at 1019 Main Street to Tangi Smith *Camille Thomas*

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

No requests were submitted.

11) ADJOURNMENT



FINANCE COMMITTEE JULY 28, 2020

MINUTES

CALL TO ORDER

The regular monthly meeting of the City of Clarksville Finance Committee was called to order by Chairman Jeff Burkhardt on Tuesday, July 28, 2020, at 3:44 p.m. (late start due to technical difficulties) in the City Hall Conference Room, 1 Public Square, Clarksville, Tennessee.

In an effort to facilitate the continued response to the Coronavirus Disease (COVID-19), this meeting was conducted in person and via Google Meets.

ATTENDANCE

IN PERSON: Jeff Burkhardt, Stacey Streetman

VIA GOOGLE MEETS: Tim Chandler, Valerie Guzman, Jeff Henley

APPROVAL OF ELECTRONIC MEETING

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

Councillady Streetman made a motion to authorize the electronic meeting. The motion was seconded by Councilman Henley. The following vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

The motion to authorize the electronic meeting passed.

ADOPTION OF MINUTES

Councilman Henley made a motion to adopt the June 23rd minutes as presented. The motion was seconded by Councilman Chandler. The following vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

The motion to adopt the June 23rd minutes as presented passed.

PURCHASING DEPARTMENT REPORT

Director of Purchasing Camille Thomas reviewed the monthly bid summary and noted most were processed to set up items for the new fiscal year. She announced award of the following professional service contracts:

- Street Dept. - NPDES Monitoring from Barge Design Solutions, Inc. in the amount of \$16,700.00
- Housing & Community Development - Appraisal of the New Providence Hotel from Mark Young Real Estate Appraisals in the amount of \$2,000.00

In response to Councilman Chandler's question, Mayor Pitts said the Department of Housing & Community was considering purchase of this property for use as transitional housing.

Mrs. Thomas reported sales of surplus property on *GovDeals.com* during June 2020 in the amount of \$19,225.90.

GENERAL FUND REPORT

Chief Financial Officer Laurie Matta said FY20 year-end revenues were showing a \$2.6 million shortfall compared to expenditures. Property taxes collected totaled more than \$33 million. She said year-to-date expenses were 6.3% more than the previous year, but still below current projections. Department spending was under budget by \$2 million. Ms. Matta said sales tax collection was 5.2%, almost \$1 million, more than FY20 and 4% above the revised sales tax estimate. Local Option Sales Taxes generated \$6 million with \$1.5 million for the General Fund, \$74,000 for roads, and \$4.8 million for schools. She reported capital project spending reached \$6.4 million of \$33.9 million invested. The FY20 year-end fund balance was \$24.5 million or 24% of budgeted expenditures.

DEPARTMENT OF ELECTRICITY

CDE Chief Financial Officer David Johns said the Broadband Division cash balance was \$3.7 million after a \$2.7 million payment to the Electric Division on the interdivisional loan which should be paid in full 17 years earlier than originally predicted. The division reported \$2 million in revenues for the month with a net income of \$309,000. Christy Batts said the Broadband Division showed a 12% decrease in new subscribers compared to the previous year and disconnects increased 19% due to delayed service disconnection due to the COVID-19 Pandemic, leaving a net loss of 58 customers. She said the

year-end report shows a 6% growth. Mr. Johns said the Electric Division began a project to convert all meters to smart meters with the first expenditure of \$2.5 million. Year-to-date earnings totaled \$10.7 million year-to-date, better than expected during the pandemic. Administration costs were higher due to the normal retirement contribution.

CITY ATTORNEY

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

- Bradley Arant, *Jeff Robinson v. City* - \$29,768.81
- Bradley Arant, *Jeff Robinson v. City* - \$46,078.45
- Bradley Arant, *Kimberly Black v. City* - \$577.50
- Cunningham Mitchell & Rocconi, *Robinson v. City* - \$400.00
- Batson Nolan, *Robinson v. City* - \$2,500.00
- Rassas North, *Robinson v. City* - \$855.00
- Marks Shell & Maness, *Robinson v. City* - \$4,350.00
- Burr Forman, *TN River Keepers. v. City* - \$8,462.79

CAPITAL PROJECT REVENUE DISTRICT

ORDINANCE 7-2020-21 (First Reading) Repealing ORDINANCE 152-2006-07 establishing the Capital Projects Revenue District and the Capital Improvement Fund

Ms. Matta said the CPRD was established in 2006 to capture revenues resulting from major growth in the hospital area. She requested this legislation to allow the Finance Department to account for these revenues in the General Fund instead of maintaining separate accounting. Councilman Henley made a motion to forward this ordinance to the City Council with a recommendation of approval. The motion was seconded by Council Lady Streetman. The following vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

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

PROSECKY SUBROGATION

RESOLUTION 16-2020-21 Approving the waiver of the City's subrogation claim related to the OJI death of Jeffrey Prosecky

Mr. Baker said this action would prohibit the trucking company sued by the wife of Street Department employee Jeffrey Prosecky from withholding \$70,000, equal to the City's death benefit already paid, from her settlement. He said Mrs. Prosecky has agreed to sign a release and not sue the City. Councilman Chandler made a motion to forward this resolution to the City Council with a recommendation of approval. The motion was seconded by Council Lady Streetman. The following vote was recorded:

AYE: Chandler, Henley, Streetman

NO RESPONSE: Guzman

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

LAND REGULATION ADVISORY COMMITTEE

RESOLUTION 12-2020-21 Repealing Resolution 60-1992-93 (Residential Development Commission) and approving the formation of the Land Regulation Advisory Committee

Regional Planning Commission Director Jeff Tyndall stated remotely that a resolution would be presented to the Montgomery County Commission. He said the Residential Development Commission had served well, but the makeup and criteria should be updated. Councilwoman Streetman made a motion to forward this resolution to the City Council with a recommendation of approval. The motion was seconded by Councilman Henley. The following vote was recorded:

AYE: Chandler, Guzman, Henley, Streetman

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

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

The meeting was adjourned at 4:16 p.m.



FINANCE COMMITTEE JULY 30, 2020

MINUTES

NON-PUBLIC MEETING

City Attorney Lance Baker met all members of the Finance Committee in a non-public session regarding a settlement offer in the Robinson v. City case on Thursday, July 30, 2020, at 4:00 p.m. in City Council Chambers, 106 Public Square, Clarksville, Tennessee.

PUBLIC MEETING CALL TO ORDER

The public meeting was called to order by Chairman Jeff Burkhart at 4:22 p.m.

ATTENDANCE

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

Mayor Joe Pitts and CFO Laurie Matta were also present.

CONSIDERATION OF SETTLEMENT OFFER

City Attorney Lance Baker said this settlement offer included paying Jeff Robinson and/or Franklin Street Corporation \$1.2 million with an agreement that two lawsuits would be dismissed and the City would pay for correction of the alleged flooding and drainage issues on the Second Street property, the City would provide title to the City-owned tract to Jeff Robinson and/or Franklin Street Corporation, and the City would receive an easement on Highpoint Row for utilities.

Councillady Streetman made a motion to reject this offer. The motion was seconded by Councilman Henley. A voice vote was taken; the motion to reject this settlement offer unanimously passed.

ADJOURNMENT

The meeting was adjourned at 4:26 p.m.

FINANCE & ADMINISTRATION COMMITTEE
BID SUMMARY
AUGUST 25, 2020

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

<u>BID #</u>	<u>DEPT.</u>	<u>DESCRIPTION</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>
4013-P	Transit	Transit Technologies	ETA Transit Systems	\$ 703,135.00
4020-P	HR	Onsite Medical Clinic	One to One	\$ 1,262,092.00
4040-LOI	Street Dept.	Wilma Rudolph Adaptive System	Barge Design	\$ 231,763.00
4051-P	CDE	CDE Lightband Renovations	T.W. Frierson	\$ 25,340.00/mth.
4064-RB2	G&W	Dumpster Liners	SB Johnson Construction	\$ 23.83 ea.
4070-RB	Street Dept.	Sign Rivets	Xcessories Squared	\$ 0.50 ea.
4072-RB	Street Dept.	Streetlight Materials	Williams Wholesale	See Attached
			City Electric Supply	See Attached
			Solarmax LED	See Attached
4085-P	Garage	Automotive Parts	Advanced Auto Parts	See Below
			Clarksville Auto Parts	See Below
			Gary Mathews Motors	See Below
			James Corlew Chevrolet	See Below
			Jenkins and Wynne Ford	See Below
			Ken Smith Auto Parts	See Below
			Riverside Auto Parts	See Below
			Town & Country Ford	See Below
			O'Reilly Auto Parts	See Below
			Mathews Nissan	See Below
			Tri-State International	See Below
4088-RB	Recreation	Sevier Station Repairs	Higley Construction	\$ 39,000.00
4090	Recreation	Demolition of 1004 Franklin St. & 99 Oak St.	Complete Demo Services	\$ 22,500.00

SOLE SOURCE PURCHASES:

1. G&W - Future purchases of Smith & Loveless pumps, parts and service from Van Brocklin & Associates
2. G&W - Future purchases of Allen Bradley parts and service, and Rockwell software for existing equipment from Irby Co.
3. G&W - Future preventative maintenance of liquid/solid separation equipment from Andritz Separation Inc.
4. G&W - Future repair and services for Atlas Copco Compressors from Evapar, Inc.
5. G&W - Future inspection and management of grease certification and grease control program from MMS.
6. G&W - Future service of Asset Management and Optimization technology from Specific Energy.

7. G&W – Future purchase of E-One Pumps and parts form WASCON, Inc.
8. G&W – Future purchases and service for Wet Wells pumps and parts from Southern Sales-Tencarva Municipal.
9. G&W – Future purchases and service for T.D. Williamson products from T.D. Williamson, Inc.
10. G&W – Future purchases and service for OmniSite products from OminSite.
11. G&W – Future purchases and service of Hach water analytics equipment from Hach Co.
12. G&W – Future purchases Rosemount products from Kazmier and Associates, Inc.
13. CDE – Future support for IPTV video services from ComNet, Inc.
14. CDE – Future technical support for all Inca Network equipment from Inca Networks.
15. CDE – Future service and parts for ACS Management software from DZS.
16. Garage - Future service and support for Fuel Master Software & Hardware from Syntech Systems, Inc.
17. IT – Future purchase and service for TelVue HyperCaster servers from TelVue Corporation.

PURCHASE FROM THE OMNIA PARTNERS COOPERATIVE:

1. Police – 44 Panasonic Toughbooks form Insight in the amount of \$ 149,235.24.

EMERGENCY PURCHASE:

1. G&W – Repair to Atlas Copco screw compressors from Evapar in the amount of \$ 7,521.74.

Proposal #4013-P –Transit – Transit Technologies

ETA Transit Systems	\$ 703,135.00*
Zen-Tenel Inc.	Proposal Received
GMV Syncromatics	Proposal Received
Double Map Inc.	Proposal Received
CTS Software	Proposal Received
Route Match Software	Proposal Received
CTS Software/ Connexionz	Proposal Received
Tripspark Technologies	No Response
Agisent Technologies	No Response
Bailey Computing Technologies	No Response
Central Technologies	No Response
Global Logistics Solutions	No Response
Hyperion Networks	No Response
Intelligent Automation Tenn.	No Response
Lumenos Technologies	No Response

Network Communications System	No Response
Business Systems & Consultants	No Response
Contact Network	No Response
Global Logistics Solutions	No Response
Hyperion Networks	No Response
Intelligent Automation Tenn.	No Response
Lumenos Technologies	No Response
Network Communication System	No Response
Business System & Consultants	No Response
Contract Network	No Response
Muncie Transit Supply	No Response
T-Squared Engineering Inc.	No Response

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

Proposal #4020-P –HR – Onsite Medical Clinic

One To One	\$ 1,262,092.00*	
Connect Us Health	Proposal Received	
Care Here LLC	Proposal Received	
Quad Med	Proposal Received	
Care ATC	Proposal Received	
Tennova Health Care Clarksville	Proposal Received	Local
Matthew Walker Comprehensive	Proposal Received	
Benefits Connection	No Response	
Envision Physician Services	No Response	
Gary Insurance & Tax Inc.	No Response	
Sequoyah Group	No Response	
Sherrill Morgan	No Response	
Novia Care Clinics	No Response	
CR Associates Inc.	No Response	
Premier Medical Group	No Response	
Marathon Health	No Response	
The Underwriters Group	No Response	
Well Path	No Response	
Willis Towers Watson	No Response	
AFC Urgent Care Medical Clinic	No Response	
Axis Medical	No Response	
Blue Ridge Medical Management	No Response	
CMC Occupational Medicine	No Response	
Correct Care Solutions	No Response	
Employ Health	No Response	
Expedited Medical Services	No Response	
Galen Medical Group	No Response	
Healthcare Horizons	No Response	
Minor Med. Walk-in Clinic	No Response	
Mission Point Health Partners	No Response	
Occupational Health Center of SW	No Response	
Smoky Mountain Urgent Care	No Response	

Southern Health Partners	No Response
Tennessee Occupational Health	No Response
The Restore Clinic	No Response
Us Healthworks Medical Group	No Response
Well-Key Urgent Care	No Response
Wellmont Health System / Business Health Solutions	No Response

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

LOI #4040-LOI –Street Dept. - Wilma Rudolph Adaptive System Project

Barge Design Solutions	\$ 231,763.00*	
Gresham Smith	LOI Received	
Corrandino Group 1	LOI Received	
Neel-Schaffer	LOI Received	
Clark & Associates	No Response	Local
Lyle-Cook-Martin	No Response	Local
Violette Architecture	No Response	Local
Rufus Johnson & Associates	No Response	Local
Powell Architecture	No Response	Local
Moore Design Services	No Response	Local
Weakley Brothers Engineering	No Response	Local
Young Hobs & Associates	No Response	Local
Earth Science Engineering	No Response	Local
K&S Engineering	No Response	Local
Planning, Design & Research Engineering	No Response	
Rye Engineering	No Response	
CS Architects	No Response	Local
Lyman Davison Dooley, Inc.	No Response	Local
LI Smith & Associates	No Response	
URS Corporation	No Response	
Cannon & Cannon, Inc.	No Response	
Civil & Environmental Consultants	No Response	
Florence & Hutcheson	No Response	
Michael Brady	No Response	
Fisher & Arnold	No Response	
Gresham, Smith & Partners	No Response	
Lose & Associates	No Response	
Thornton & Associates	No Response	
Little John Engineering Associates	No Response	
HFR Design	No Response	
AECOM	No Response	
Smith Gee Studio	No Response	
Power Services	No Response	
Hawkins Partners	No Response	
Lazen Power Engineering	No Response	
HDR Engineering	No Response	
Kimley-Horn	No Response	
Burns & McDonnell Engineering	No Response	

Civil Site Design Group	No Response	
Atwell	No Response	
Integrated Engineering	No Response	
Walker Consultants	No Response	
KG Harrison & Associates	No Response	
Bell Engineering	No Response	
Estes Russell Engineering	No Response	
American Engineering	No Response	
Denney Engineering	No Response	
LE Gregg Associates	No Response	
Associated Engineers	No Response	
Crawford, Murphy & Tilly	No Response	
S&ME	No Response	
Patriot Engineering & Environmental	No Response	
Thompson Engineering	No Response	
DDS Engineering	No Response	
ECS Southeast	No Response	
Alfred Benesch & Co.	No Response	
Allen & Hoshall	No Response	
ASA Engineering & Surveying	No Response	
Beaver Engineering	No Response	
Caldwell Engineering & Surveying	No Response	
Civil & Environmental Consultants	No Response	
Civil Infrastructure Associates	No Response	
Ealey Engineering	No Response	
ECS Southeast	No Response	
Gam Engineering	No Response	
Geotek Engineering Co.	No Response	
Heathcoat & Davis	No Response	
HMB Professional Engineers	No Response	
Huddleston-Steele Engineering	No Response	
Ingram Civil Engineering Group	No Response	
Kolbe Engineering Services	No Response	
Rye Engineering	No Response	
SSR	No Response	
Warren & Associates Engineering	No Response	
Allworld Project Management	No Response	
Andrews Engineering	No Response	
Bell Engineering	No Response	
Blue Cypress Consulting	No Response	
C&T Engineering & Inspection	No Response	
Chazen Engineering Consultant	No Response	
Civil Site Clarksville	No Response	Local
Collier Engineering	No Response	
Contact Network	No Response	
Credo Group	No Response	
CTI Engineers	No Response	
Dempsy, Dilling & Associates	No Response	
Fulgham MacIndoe & Associates	No Response	

GRW	No Response	
GSG Consulting Engineers	No Response	
Gulf States Engineering of TN	No Response	
Hazen & Sawyer	No Response	
MBI Companies	No Response	
McGill Associates	No Response	
OHM Advisors	No Response	
RG Phillips Consulting	No Response	
Thouvenot Wade & Moerchen	No Response	
Trispark Technologies	No Response	
Tsquared Engineering	No Response	
TTL	No Response	Local
TWM	No Response	
Wiser Consultants	No Response	

*This was a LOI where price was not a factor in award.

Proposal #4051-P –CDE – CDE Lightband Renovations

T. W Frierson	\$ 25,340.00 mthly*	
BR Miller	Proposal Received	Local
Hughes Construction	Proposal Received	Local
The Whiting-Turner Contracting Co.	Proposal Received	
RC Matthews	Proposal Received	
Southland Construction	Proposal Received	
Coddell Construction	Proposal Received	
Orion Building Corporation	Contractor's License Info not on Envelope	
Workman General Contractors	No Response	Local
Triple S Contracting	No Response	Local
Pride Concrete	No Response	Local
Comperry Development	No Response	Local
R. Lafferty & Son	No Response	Local
David Adams Construction	No Response	
Neely Engineers & Construction	No Response	Local
Goodrich Construction	No Response	Local
Jeff Shepherd Construction	No Response	Local
Hall Construction	No Response	Local
McCall Contracting Firm	No Response	Local
Bama Boys Construction	No Response	Local
Aspen Park Properties	No Response	Local
Batlan / Shaw Construction	No Response	
Beech Construction Services	No Response	
Blue Team Restoration	No Response	
Cliff Construction & Excavating	No Response	
Curl Construction & Excavating	No Response	
Gregory Construction	No Response	
MDI Construction	No Response	
Reed Construction	No Response	
RL Alvarez Construction	No Response	Local

Southeast Contractors
Stubblefield Construction

No Response
No Response

Bid #4064-RB2-G&W – Dumpster Liners

SB Johnson Construction
International Plastics
Extra Packaging
Sound Waste Containment
Calico Packaging
Bar Environmental
BT Supplies West
Henry A Petter Supply
Instuiform Technologies
Misco Industrials
Peoples Janitorial Supplies
Spring Clean

\$ 23.83 ea.*
\$ 26.49 ea.
\$ 27.00 ea.
No Response
No Response
No Response
No Response
No Response
No Response
No Response
No Response
No Response

Bid #4070-RB-Street Dept. – Sign Rivets

Xcessories Squared
Lightle Enterprises of Ohio
Clarksville Fasteners
Fastenal
Mid Tenn Bolt & Screw
P-M Tube
Path Mark Traffic Products
G&C Supply
Vulcan Signs
Henry A Petter Supply
Lawson Products
The MaComb Group
Wallace Building Supply
Walter A Wood Supply Co.

\$ 0.50 ea.*
\$ 0.73 ea.
\$ 0.79 ea.
\$0.90 ea.
No Response
No Response
No Response
No Response
No Response
No Response
No Response
No Response
No Response
No Response

Local
Local
Local

Bid #4072-RB-Street Dept. – Streetlight Materials

Williams Wholesale
City Electric Supply
Solarmax LED
Utilcor
Border States
Graybar
Wesco Distribution
Consolidated Electrical Distributors
Quality Traffic Systems
Professional Electric Products
Stuart C Irby Co.
Cape Electric Supply

\$ See Attached*
\$ See Attached*
\$ See Attached*
No Response
No Response
No Response
No Response
No Response
No Response
No Response
No Response

Local

Local
Local

Bar Environmental	No Response
Cortelco Inc.	No Response
Daybreaks LED	No Response
Diversified Supply	No Response
Energy Management Solutions	No Response
Henry A. Petter Supply	No Response
Lighthouse Supply Co.	No Response
Llyod's Electric Service	No Response
SE Lighting Solutions	No Response
SELS	No Response
VE Option Inc.	No Response

*Did not bid all items.

Proposal #4085-P –Garage– Automotive Parts

Advanced Auto Parts	Proposal Received*	Local
Clarksville Auto Parts	Proposal Received*	Local
Gary Mathews Motors	Proposal Received*	Local
James Corlew Chevrolet	Proposal Received*	Local
Jenkins and Wynne Ford	Proposal Received*	Local
Ken Smith Auto Parts	Proposal Received*	Local
Riverside Auto Parts	Proposal Received*	Local
Town & Country Ford	Proposal Received*	
O'Reilly Auto Parts	Proposal Received*	Local
Mathews Nissan	Proposal Received*	Local
Tri-State International	Proposal Received*	
Patriot Chevrolet – Buick	No Response	
Wyatt Johnson GMC	No Response	Local
Beaman Automotive Group	No Response	
Auto Zone	No Response	Local
Beaman Automotive Group	No Response	
Whatever It Takes	No Response	
Beaman Lincoln	No Response	
Clarksville Fasteners	No Response	Local
Paducah Ford	No Response	
Carpenter Moore	No Response	
Howards Honda	No Response	
Payne Chevrolet	No Response	

*All vendors that submitted a proposal were qualified and awarded the right sell auto parts to the City of Clarksville.

Bid #4088-RB – Recreation – Sevier Station Repairs

Higley Construction	\$ 39,000.00*
Daniel Sanders	\$ 55,450.00
The Whiting – Turner Contracting Co.	No Bid
Patrick McClurdy	No Response
Jerrod Taylor	No Response

Gary Merchan	No Response	
Blue Team Restoration	No Response	
John Bouchard & Sons	No Response	
Level Up Home Improvement	No Response	
MDI Construction	No Response	
Parchman Construction	No Response	Local
Porter Roofing Contractors	No Response	
Premiere Building Maintenance Corp.	No Response	
Stubblefield Construction	No Response	
Transformation Construction	No Response	

Bid #4090 – Recreation. – Demolition of 1004 Franklin St. and 99 Oak St.

Complete Demo Services	\$ 22,500.00*	
Travis Excavating	No Bid Bond submitted.	Local
Modern Day Wrecking	No contractor's safety forms completed.	
Renascent Inc.	No Bid	
DT Specialized Services	No Response	
Thomas Environmental	No Response	
Morgan Inc.	No Response	Local
Aesis Environmental	No Response	
Harry Puckett	No Response	
ED Craft	No Response	
Douglas Williams	No Response	
Luther Goodman	No Response	
Innovative Demolition	No Response	
Aspen Park Properties	No Response	Local
Beech Construction Services	No Response	
Blue Team Restoration	No Response	
Curl Construction & Excavating	No Response	
English Mountain Construction	No Response	
Environmental Demolition Group	No Response	
Hathaway's Demo Construction	No Response	
HRS	No Response	
McCall Contracting	No Response	Local
McMillan Construction Co.	No Response	
MDI Construction	No Response	
Moore Construction Company	No Response	Local
O'Rourke Wrecking Co.	No Response	
Parchman Construction	No Response	Local
Peed Bros Construction	No Response	
Reed Construction	No Response	
Southeast Contractors	No Response	
T.W. Frierson	No Response	
Thomas Environmental Services	No Response	
Transformation Construction	No Response	

*Department Recommendation

BID PRICE

TO: **CITY OF CLARKSVILLE**
CLARKSVILLE, TENNESSEE

I/WE SolarMax LED, Inc.

Name of Bidder

3080 12th St. Riverside, CA 92507

Address of Bidder

The undersigned, as bidder, has carefully examined the specifications covering the **Bid for Streetlight Materials** for Clarksville, Tennessee, has made a personal examination of the proposed work and made such investigations as are necessary to inform himself in all details affecting the performance of the work bid upon. The bidder proposes and agrees, if his bid is accepted, that he shall contract with the City of Clarksville, Tennessee to provide all necessary materials included in this bid. It is understood that the prices submitted herewith are for the complete item bid. **Prices will remain in effect from July 1, 2020 until June 30, 2021. Price shall include all labor, materials and delivery to the City of Clarksville, Street Department.**

The quantities are presented as a basis of award. The actual quantities may be added to, subtracted from, or deleted at the discretion of the Owner without a change in the Unit Price. Award will be based on grouped Item Numbers. The City reserves the right to award individual line items within any group. If Vendor chooses to not bid any group of items, please specify by noting "No Bid" in the Unit Price place.

BID SCHEDULE

Item No.	Item	Unit	Quantity (Est.)	Unit Price	Total
100	Photocell – Suntech (S12010STM)	EA	100	No Bid	
204	Fixture – Holophane Tear Drop 400W MH – Riverside Dr. (UES4C0MH243891)	EA	5	No Bid	
205	Fixture – Hadco V15 Independence 100W HPS – Type III	EA	5	No Bid	
206	Fixture – Hadco V601 Homeland 100W HPS – Type III	EA	5	No Bid	
207	Fixture – Holophane Utility Arlington 100W HPS – Type III	EA	5	No Bid	
208	Fixture – Holophane Utility Tucson 100W HPS – Type III	EA	5	No Bid	

*Bidding
Substitution
See Attachments

*Bidding
Substitution
See Attachments

*Bidding
Substitution
See Attachments

*Bidding
Substitution
See Attachments

*Bidding
Substitution
See Attachments

209	Fixture – Holophane Mongoose Cat# (G100HPMAHDRVGCPR)	EA	5	\$128.90	\$644.50
210	Fixture – GE Evolve – 39W 120-277V Gray (ERL10B7E1402)	EA	5	\$106.10	\$530.50
211	Fixture – GE Evolve – 70W 120-277V Gray (ERL10D3E1402)	EA	200	\$106.10	\$21,220.00
212	Fixture – GE Evolve – 116W 120-277V Gray (ERX10G1E15402)	EA	100	\$140.70	\$14,070.00
213	Fixture – GE Evolve – 257W 120-277V Gray (ERS20G3E11402)	EA	5	\$145.00	\$725.00
214	GE M-250R2 Luminaire 100W HPS – Type III	EA	5	No Bid	
300	Bulb – Phillips 100W HPS (C100S54) ²	EA	10	No Bid	
301	Bulb – Phillips 150W HPS (C150S55) ²	EA	10	No Bid	
302	Bulb – Phillips 250W HPS (C250S50) ²	EA	10	No Bid	
303	Bulb – Phillips 400W HPS (C400S51) ²	EA	10	No Bid	
304	Bulb – Phillips 1,000W HPS (C1000S52) ²	EA	10	No Bid	
305	Bulb – Phillips 400W MH (MH400/BU/ED28) ²	EA	10	No Bid	
306	Bulb – Light Efficient Design 24W LED Retrofit 120-277 VAC	EA	10	No Bid	
400	Ignitor – GE 35W-150W (35216702R22)	EA	300	No Bid	
401	Ignitor – GE 150W-400W (35216702R10)	EA	10	No Bid	
500	Pole – Hadco 12' Fluted (P-1565)	EA	5	No Bid	
501	Pole – Hadco 12' Fluted (P-2060)	EA	5	No Bid	
502	Pole – Hadco 30' Aluminum (21-587)	EA	10	No Bid	
503	Pole – Holophane 12' Fluted North Yorkshire (NY12F4/17-CA/Black)	EA	10	No Bid	
504	Pole – Holophane 12' Fluted Wadsworth (W12F4/17-CA/Black)	EA	10	No Bid	
505	Pole – Whatley (CA805-30-SP-5N6), Color	EA	10	No Bid	

	to match universal color Pantone (341-U Green) to include 905 state series 2 piece base matching 341-U green			No Bid	
506	Pole – Hapco Steel Pole RTA35D8B4T18-01	EA	10	No Bid	
507	Pole – Shakespear Fiberglass Pole BB41-16S-B137	EA	10	No Bid	
508	Pole – 6' Gully Arm OPAR-6 for Pole	EA	10	No Bid	
506	Holophane -- AQL-8563-04 WLC72/1-CA/CS West Liberty Style Single 72" Aluminum Roadway Arm Finished to Match FAL6000 Which is to Match Pantone 341-U Clarksville Green	EA	10	No Bid	
509	Holophane -- WLF200-3CA/13 West Liberty Leveling Slipfitter for Standard Mast Arms, Slipfit 2 in. (2 3/8 in. O.D.) Nominal Pipe, Swivel Version Case Aluminum (QC15543) Painted to Match Tiger Drylac Number FAL#6000	EA	10	No Bid	
Grand Total					\$37,190.00

¹ Fixture shall be Universal Pantone Color 341-U. Color sample shall be approved before delivery of this fixture.

² Substitutes will not be allowed for this series of items.

BID PRICE

TO: CITY OF CLARKSVILLE
CLARKSVILLE, TENNESSEE

I/WE WILLIAMS ELECTRIC SUPPLY CO.
Name of Bidder

831A COWAN ST. NASHVILLE, TN 37207
Address of Bidder

The undersigned, as bidder, has carefully examined the specifications covering the **Bid for Streetlight Materials** for Clarksville, Tennessee, has made a personal examination of the proposed work and made such investigations as are necessary to inform himself in all details affecting the performance of the work bid upon. The bidder proposes and agrees, if his bid is accepted, that he shall contract with the City of Clarksville, Tennessee to provide all necessary materials included in this bid. It is understood that the prices submitted herewith are for the complete item bid. **Prices will remain in effect from July 1, 2020 until June 30, 2021. Price shall include all labor, materials and delivery to the City of Clarksville, Street Department.**

The quantities are presented as a basis of award. The actual quantities may be added to, subtracted from, or deleted at the discretion of the Owner without a change in the Unit Price. Award will be based on grouped Item Numbers. The City reserves the right to award individual line items within any group. If Vendor chooses to not bid any group of items, please specify by noting "No Bid" in the Unit Price place.

BID SCHEDULE

Item No.	Item	Unit	Quantity (Est.)	Unit Price	Total
100	Photocell – Suntech (S12010STM)	EA	100		
- 204	Fixture – Holophane Tear Drop 400W MH – Riverside Dr. (UES4C0MH243891)	EA	5	\$ 1,365.00	\$ 6,825.00
205	Fixture – Hadco V15 Independence 100W HPS – Type III	EA	5	\$ 1,040.00	\$ 5,200.00
206	Fixture – Hadco V601 Homeland 100W HPS – Type III	EA	5	\$ 1,725.00	\$ 8,625.00
- 207	Fixture – Holophane Utility Arlington 100W HPS – Type III	EA	5	\$ 840.00	\$ 4,200.00
- 208	Fixture – Holophane Utility Tucson 100W HPS – Type III	EA	5	\$ 840.00	\$ 4,200.00

- 209	Fixture – Holophane Mongoose Cat# (G100HPMAHDRVGCPR)	EA	5	\$ 565.00	\$ 2,825.00
210	Fixture – GE Evolve – 39W 120-277V Gray (ERL10B7E1402)	EA	5	\$ 150.00	\$ 750.00
211	Fixture – GE Evolve – 70W 120-277V Gray (ERL10D3E1402)	EA	200	\$ 180.00	\$ 36,000.00
212	Fixture – GE Evolve – 116W 120-277V Gray (ERX10G1E15402)	EA	100	\$ 350.00	\$ 35,000.00
213	Fixture – GE Evolve – 257W 120-277V Gray (ERS20G3E11402)	EA	5	\$ 220.00	\$ 1,100.00
214	GE M-250R2 Luminaire 100W HPS – Type III	EA	5	\$ 155.00	\$ 775.00
300	Bulb – Phillips 100W HPS (C100S54) ²	EA	10	\$ 9.50	\$ 95.00
301	Bulb – Phillips 150W HPS (C150S55) ²	EA	10	\$ 9.50	\$ 95.00
302	Bulb – Phillips 250W HPS (C250S50) ²	EA	10	\$ 10.00	\$ 100.00
303	Bulb – Phillips 400W HPS (C400S51) ²	EA	10	\$ 10.00	\$ 100.00
304	Bulb – Phillips 1,000W HPS (C1000S52) ²	EA	10	\$ 41.00	\$ 410.00
305	Bulb – Phillips 400W MH (MH400/BU/ED28) ²	EA	10	\$ 26.25	\$ 262.50
306	Bulb – Light Efficient Design 24W LED Retrofit 120-277 VAC	EA	10		
400	Ignitor – GE 35W-150W (35216702R22)	EA	300	\$ 31.60	\$ 9,480.00
401	Ignitor – GE 150W-400W (35216702R10)	EA	10	\$ 25.25	\$ 252.50
500	Pole – Hadco 12' Fluted (P-1565)	EA	5	\$ 935.00	\$ 4,675.00
501	Pole – Hadco 12' Fluted (P-2060)	EA	5	\$ 1,120.00	\$ 5,600.00
502	Pole – Hadco 30' Aluminum (21-587)	EA	10	\$ 1,370.00	\$ 13,700.00
- 503	Pole – Holophane 12' Fluted North Yorkshire (NY12F4/17-CA/Black)	EA	10	\$ 920.00	\$ 9,200.00
- 504	Pole – Holophane 12' Fluted Wadsworth (W12F4/17-CA/Black)	EA	10	\$ 760.00	\$ 7,600.00
505	Pole – Whatley (OA805-30-SP-5N6), Color	EA	10	\$ 3,195.00	\$ 31,950.00

	to match universal color Pantone (341-U Green) to include 905 state series 2 piece base matching 341-U green				
506	Pole – Hapco Steel Pole RTA35D8B4T18-01	EA	10	\$ 1,375.00	\$ 13,750.00
507	Pole – Shakespear Fiberglass Pole BB41-16S-B137	EA	10		
508	Pole – 6' Gully Arm OPAR-6 for Pole	EA	10		
506	Holophane – AOL-8583-04 WLC72/1-CA/CS West Liberty Style Single 72" Aluminum Roadway Arm Finished to Match FAL6000 which is to Match Pantone 341-U Clarksville Green	EA	10	\$ 965.00	\$ 9,650.00
509	Holophane – WLLF200-SCA/AS West Liberty Leveling Slipfitter for Standard Mast Arms, Slipfit 2 in. (2 3/8 in. O.D.) Nominal Pipe, Swivel Version Case Aluminum (QC15543) Painted to Match Tiger Drylac Number RAL#6000	EA	10	\$ 190.00	\$ 1,900.00
Grand Total				18,425.00	214,320.00

¹ Fixture shall be Universal Pantone Color 341-U. Color sample shall be approved before delivery of this fixture.

² Substitutes will not be allowed for this series of items.

BID PRICETO: **CITY OF CLARKSVILLE**
CLARKSVILLE, TENNESSEEI/WE City Electric Supply
Name of Bidder2068 Wilma Rudolph Blvd. Suite B Clarksville, TN 37040.
Address of Bidder

The undersigned, as bidder, has carefully examined the specifications covering the **Bid for Streetlight Materials** for Clarksville, Tennessee, has made a personal examination of the proposed work and made such investigations as are necessary to inform himself in all details affecting the performance of the work bid upon. The bidder proposes and agrees, if his bid is accepted, that he shall contract with the City of Clarksville, Tennessee to provide all necessary materials included in this bid. It is understood that the prices submitted herewith are for the complete item bid. **Prices will remain in effect from July 1, 2020 until June 30, 2021. Price shall include all labor, materials and delivery to the City of Clarksville, Street Department.**

The quantities are presented as a basis of award. The actual quantities may be added to, subtracted from, or deleted at the discretion of the Owner without a change in the Unit Price. Award will be based on grouped Item Numbers. The City reserves the right to award individual line items within any group. If Vendor chooses to not bid any group of items, please specify by noting "No Bid" in the Unit Price place.

BID SCHEDULE

Item No.	Item	Unit	Quantity (Est.)	Unit Price	Total
100	PhotoCell - Suntech (S12010STM)	EA	100	5.85 ea.	585.00
204	Fixture - Holophane Tear Drop 400W MH - Riverside Dr. (UES4C0MH243891)	EA	5	1437.00 ea.	7185.00
205	Fixture - Hadco V15 Independence 100W HPS - Type III	EA	5	1089.00 ea.	5445.00
206	Fixture - Hadco V601 Homeland 100W HPS - Type III	EA	5	1804.00 ea.	9020.00
207	Fixture - Holophane Utility Arlington 100W HPS - Type III	EA	5	888.00 ea.	4440.00
208	Fixture - Holophane Utility Tucson 100W HPS - Type III	EA	5	888.00 ea.	4440.00

209	Fixture – Holophane Mongoose Cat# (G100HPMAHDRVGCPR)	EA	5	600.00 ea.	3000.00
210	Fixture – GE Evolve – 39W 120-277V Gray (ERL10B7E1402)	EA	5	155.00 ea.	775.00
211	Fixture – GE Evolve – 70W 120-277V Gray (ERL10D3E1402)	EA	200	190.00 ea.	38000.00
212	Fixture – GE Evolve – 116W 120-277V Gray (ERX10G1E15402)	EA	100	373.00 ea.	37300.00
213	Fixture – GE Evolve – 257W 120-277V Gray (ERS20G3E11402)	EA	5	231.00 ea.	1155.00
214	GE M-250R2 Luminaire 100W HPS – Type III	EA	5	165.00 ea.	825.00
300	Bulb – Phillips 100W HPS (C100S54) ²	EA	10	NO bid	
301	Bulb – Phillips 150W HPS (C150S55) ²	EA	10		
302	Bulb – Phillips 250W HPS (C250S50) ²	EA	10		
303	Bulb – Phillips 400W HPS (C400S51) ²	EA	10		
304	Bulb – Phillips 1,000W HPS (C1000S52) ²	EA	10		
305	Bulb – Phillips 400W MH (MH400/BU/ED28) ²	EA	10		
306	Bulb – Light Efficient Design 24W LED Retrofit 120-277 VAC	EA	10		
400	Ignitor – GE 35W-150W (35216702R22)	EA	300	33.25 ea.	9975.00
401	Ignitor – GE 150W-400W (35216702R10)	EA	10	26.50 ea.	265.00
500	Pole – Hadco 12' Fluted (P-1565)	EA	5	988.00 ea.	4940.00
501	Pole – Hadco 12' Fluted (P-2060)	EA	5	1182.00 ea.	5910.00
502	Pole – Hadco 30' Aluminum (21-587)	EA	10	NO A GOOD CATALOG NO.	
503	Pole – Holophane 12' Fluted North Yorkshire (NY12F4/17-CA/Black)	EA	10	974.00 ea.	9740.00
504	Pole – Holophane 12' Fluted Wadsworth (W12F4/17-CA/Black)	EA	10	804.00 ea.	8040.00
505	Pole – Whatley (OA805-30-SP-5N6), Color	EA	10	NO bid	—

	to match universal color Pantone (341-U Green) to include 905 state series 2 piece base matching 341-U green				
506	Pole – Hapco Steel Pole RTA35D8B4T18-01	EA	10	NO bid	
507	Pole – Shakespear Fiberglass Pole BB41-16S-B137	EA	10		
508	Pole – 6' Guly Arm OPAR-6 for Pole	EA	10		
506	Holophane – AOL-8563-04 WLC72/1-CA/CS West Liberty Style Single 72" Aluminum Roadway Arm Finished to Match FAL6000 which is to Match Pantone 341-U Clarksville Green	EA	10	10200.00 ea.	10200.00
509	Holophane – WLLF200-3CA/AS West Liberty Leveling Slipfitter for Standard Mast Arms, Slipfit 2 in. (2 3/8 in. O.D.) Nominal Pipe, Swivel Version Case Aluminum (QC15543) Painted to Match Tiger Drylac Number RAL#6000	EA	10	200.00 ea.	2000.00
Grand Total					163240.00

¹ Fixture shall be Universal Pantone Color 341-U. Color sample shall be approved before delivery of the fixture.

² Substitutes will not be allowed for this series of items.

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	<p>Miscellaneous Professional Services – D2 Energy will provide miscellaneous advisory and consulting services in support of capital improvement projects and operations as needed. Work is anticipated to be issued in the form of individual work orders on a case-by-case basis. Requests for cost proposals will be initiated by the City. Consultant's proposals will be reviewed and, only if accepted by the City, Consultant will be authorized to proceed with that work.</p> <p>Contract Term: One year with two one-year renewals upon mutual agreement.</p>
NAME OF FIRM:	<p>D2 Energy, LLC 1818 Memorial Drive, Clarksville, TN 37043</p>
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	<p>D2 Energy's extensive advisory and consulting services experience includes Operator Qualification experience, natural gas management experience, pipeline management experience, as well as the skills or partnership arrangements to complete 100% of the needs of a gas department. D2 Energy's staff comprises professional persons, including a licensed engineer, who are held to high ethical standards. D2 Energy has demonstrated and is recognized for its competence and integrity in the gas industry.</p> <p>In addition to utility board member and legislator experience, D2 employee natural gas qualifications include:</p> <ul style="list-style-type: none"> • Management experience including administrative management • Administration, system management and updating gas plans • Teaching, training and field evaluating large number of Operator Qualification tasks, including construction observation • Operator Qualification proctoring and evaluating • Accounting, rate studies and pre-pay arrangements • Environmental, health and safety experience • Maintaining of O & M Manuals, Public Awareness Programs, Emergency Response Manuals • Field experience <p>D2 Energy's employees maintain integrity as a fundamental value where employees demonstrate sound, moral and ethical principles. D2 Energy prides itself that employees share their values with co-workers and customers. One of D2 Energy's mottos is to do the right thing in all circumstances. D2 Energy takes pride in its reputation to keep its commitments, stay focused, be honest, take responsibility and respect one another and try to communicate that with civility. One of D2 Energy's employees, Mr. Mark Smith, retired police chief, has taught integrity classes to municipalities across middle and West Tennessee, has certifications from TBI and FBI, and has served as adjunct professor at APSU.</p>
YEARS OF EXPERIENCE:	<p>D2 Energy was established in 2002 – D2's team has 200+ years of combined experience.</p>
SIMILAR PROJECTS PERFORMED FOR THE CITY:	<ul style="list-style-type: none"> • Todd County, KY Natural Gas Line • In addition, Dwight Luton has completed many projects during his 12-year tenure as Utility Director

REQUEST FOR PROFESSIONAL SERVICE

Misc. Professional Services

D2 Energy, LLC

Page 2

SIMILAR PROJECTS PERFORMED ELSEWHERE:	D2 Energy has worked with more than 20 natural gas utilities with hundreds of millions of dollars of revenue, assisting them in all aspects of natural gas operations. D2 Energy has assisted four systems in either managing or obtaining a redundant pipeline source.
OTHER QUALIFICATIONS:	D2 Energy's services include: <ul style="list-style-type: none"> • Utility Consulting • Natural Gas Supply Purchases • Rate and Cost of Service Studies • Natural Gas Plans • Manage gas system Industrial customers • Natural Gas Prepays • O & M Services • Gas Hedge Information • Renewable Energy • Risk Management Plans • Construction Observation and Administration • Project Management • Operator Qualification train, test and evaluator • Pipeline nominating, scheduling, balancing and management of supply • Utility Board/City Council Training (State mandated) • Manager/Supervisor Training Academy
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Mark Riggins Stephanie Howell, PE
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Clarksville Gas & Water Department


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


DATE


SIGNATURES OF OTHERS INVOLVED IN SELECTION


DATE


SIGNATURE OF PURCHASING DIRECTOR


DATE

REQUEST FOR PROFESSIONAL SERVICE

Misc. Professional Services


D2 Energy, LLC


Page 3


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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ 25,000.00
--	--------------

Acknowledgement of cost estimate received:

 07/23/2020
SIGNATURE OF DEPARTMENT HEAD/DESIGNEE DATE

 7.23.20
SIGNATURE OF PURCHASING DIRECTOR DATE

 7/23/2020
SIGNATURE OF CHIEF FINANCIAL OFFICER DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	<p>Miscellaneous Engineering Services in support of capital improvement projects and operations as needed. Work is anticipated to be issued in the form of individual work orders on a case-by-case basis. Requests for a cost proposal will be initiated by the City. Consultant's proposal will be reviewed and, only if accepted by the City, Consultant will be authorized to proceed with that work.</p> <p>Contract Term: One year with two one-year renewals upon mutual agreement.</p>
NAME OF FIRM:	TTL, Inc. (acquired DBS and Associates Engineering as of 1/1/2020, PO Box 949, Clarksville, TN 37041-0949)
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	TTL provides technical and professional consulting services throughout the United States. TTL recently acquired DBS, a local multi-disciplinary engineering and surveying firm, whose staff is familiar with the City's utility infrastructure. DBS has performed the survey for this project and will be providing the civil site design. DBS has satisfactorily performed on previous projects.
YEARS OF EXPERIENCE:	56 Years (since 1964)
SIMILAR PROJECTS PERFORMED FOR THE CITY:	<p>DBS (recently acquired by TTL) and TTL performed services for the City associated with the following projects:</p> <ul style="list-style-type: none"> • Downtown Utility Relocation associated with MPEC • Relocation of Utilities for the City of Clarksville Street Department's Road Widening and Realignment of Rossview Road • Trough Springs Forcemain Sewer • Edmondson Ferry Road Utility Relocation • TDOT Utility Relocation – Hankook Tire • 41-A Utility Crossings • Oak Street Area Sewer System Improvements • Bellamy Lane Lift Station and Force Main • College Street Combined Sewer Replacement • Hemlock Semiconductor Corp. (Sewer) • New Providence Water Main Improvements • Bristol Park Lift Station • Hazelwood Lift Station Pump Replacement/Upgrade • Industrial Park Force Main • Misc. Engineering Services
SIMILAR PROJECTS PERFORMED ELSEWHERE:	<p>DBS (recently acquired by TTL) provided services associated with the following projects:</p> <ul style="list-style-type: none"> • LG Electronics USA Gas, Water and Sewer Extensions - Industrial Development Board (2018) • LG Pantos Water and Gas Extensions - LG Pantos (2020) • CMCCBP South Commercial Lots Sewer Extension – Industrial Development Board (2017) • Civitan Park Water and Sewer Line Extensions- Montgomery County (2016) • Winn Way Public Water and Sewer Extensions - Sullivan Wickley (2018) • EMS Admin Sewer Extension - Montgomery County (2017) • Airgas (HSC) Utilities - Hemlock Semi-Conductor • Hankook Tire Utilities –Industrial Development Board • Chesterfield to I-40 Utility Extension – Private – Metro Nashville Utilities • Wedgewood Ave Utility Extension – Private – Metro Nashville Utilities • Charlotte Ave Utility Extension – Private – Metro Nashville Utilities

REQUEST FOR PROFESSIONAL SERVICE

Miscellaneous Engineering Services

TTL, Inc.

Page 2

	<ul style="list-style-type: none"> • Subdivision Utilities: <ul style="list-style-type: none"> o The Woodlands- Ft. Campbell- Actus o Winterset Farms - Private o Stonehurst - Private o Franklin Meadows - Private o Copperstone - Holly Point 2019 o Summerfield - Holly Point 2019 o Gratton Estates - Bill Mace Homes 2019 o Timbersprings - Mainstreet Investments 2019
OTHER QUALIFICATIONS:	DBS, which was acquired by TTL as of 1/1/2020, has extensive knowledge and experience working with municipalities of all sizes and offers design of water and sewer infrastructure to planning and design documents for grading, drainage and utilities. DBS has completed numerous transportation, industrial, commercial, utility, and residential projects throughout the southeast region.
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Garth Branch, PE Tom Heath, PE
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Clarksville Gas & Water Department

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

07-22-2020

DATE

Tom Heath

SIGNATURES OF OTHERS INVOLVED IN SELECTION

7/22/2020

DATE

Camie Thomas

SIGNATURE OF PURCHASING DIRECTOR

7-23-20

DATE

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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):

\$ 50,000.00

Acknowledgement of cost estimate received:

SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

07-23-2020

DATE

Camie Thomas

SIGNATURE OF PURCHASING DIRECTOR

7-24-20

DATE

Sal Khan

SIGNATURE OF CHIEF FINANCIAL OFFICER


7/24/2020

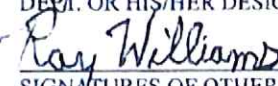

DATE


REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	DESIGN OF A MAINTENANCE BUILDING AT FIRE STATION 1
NAME OF FIRM:	POWELL ARCHITECTURE
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	FIRM HAS WORKED ON SEVERAL ASSEMBLY ORIENTED OCCUPANCIES.
YEARS OF EXPERIENCE:	28 YEARS
SIMILAR PROJECTS PERFORMED FOR THE CITY:	VALLEYBROOK PARK RENOVATIONS, PETTUS PARK MASTERPLAN, BILLY DUNLOP RENOVATIONS
SIMILAR PROJECTS PERFORMED ELSEWHERE:	RUBY CORA EVENTS CENTER
OTHER QUALIFICATIONS:	ADA MEMBER
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	RAY WILLIAMS, DEPUTY FIRE CHIEF DAVID SMITH, PROJECT MANAGER
DEPARTMENT WHERE FUNDS ARE BUDGETED:	40422003-4331-16221


 SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE
 23 Sep 19
DATE


 (RW)
 
 (DS)
 09/23/19
DATE


 SIGNATURE OF PURCHASING SUPERVISOR
 9-24-19
DATE

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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	160,546
--	---------

Acknowledgement of cost estimate received:


 SIGNATURE OF PURCHASING SUPERVISOR
 7-22-20
DATE


 SIGNATURE OF CHIEF FINANCIAL OFFICER
 7/22/20
DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	ABANDONED RJ CORMAN PROPERTY SURVEY, ADJACENT TO FROSTY MORN (INCLUDING LEGAL DESCRIPTION)
NAME OF FIRM:	MATTHEW DHORITY, RLS
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	REGISTERED LAND SURVEYOR IN TN AND KY
YEARS OF EXPERIENCE:	20 YEARS OF EXPERIENCE
SIMILAR PROJECTS PERFORMED FOR THE CITY:	N/A
SIMILAR PROJECTS PERFORMED ELSEWHERE:	LAND PLATTING AND TITLE SURVEYS THROUGHOUT THE REGION
OTHER QUALIFICATIONS:	N/A
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST):	JAMES HALFORD - CHIEF OF STAFF DAVID SMITH - PROJECT MANAGER
DEPARTMENT WHERE FUNDS ARE BUDGETED:	PROJECT 20101

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

(Mayor)

DATE

7/28/20

SIGNATURES OF OTHERS INVOLVED IN SELECTION

(JH)

(DS)

DATE

07/28/20

SIGNATURE OF PURCHASING SUPERVISOR

DATE

8-4-20

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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ 2,550.00
--	-------------

Acknowledgement of cost estimate received:

SIGNATURE OF PURCHASING SUPERVISOR

DATE

8-4-20

SIGNATURE OF CHIEF FINANCIAL OFFICER

DATE

8/4/20

EFFECTIVE NOVEMBER 2017

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

<u>ID ↑</u>	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2768	Sansui 37-inch TV		Shawn Humphrey	USD	\$29.00	01 Jul 2020 10:15 AM ET	
2775	Older Utility poles		Steven Lyon	USD	\$52.00	15 Jul 2020 10:00 AM ET	
2776	Zenith Electronics Plasma TV		george ambriz	USD	\$66.00	14 Jul 2020 10:00 AM ET	
2777	AOC 19" LED monitor		george ambriz	USD	\$22.00	14 Jul 2020 10:15 AM ET	
2778	Sony 52 inch TV	9051062.	David Smith	USD	\$1111.00	14 Jul 2020 10:30 AM ET	
2779	Vizio 55 inch TV	LWJJPZBQ4303093.	george ambriz	USD	\$185.00	14 Jul 2020 10:45 AM ET	
2780	Samsung subwoofer &		george ambriz	USD	\$24.00	14 Jul 2020 11:00 AM ET	

<u>ID ↑</u>	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
	Samsung soundbar						
2781	Sony Xplod 1300w, 12-inch sub in box		James Johnson	USD	\$55.00	28 Jul 2020 10:00 AM ET	
2782	Dynex 32-inch LCD TV		james scott	USD	\$(40.00)	14 Jul 2020 11:30 AM ET	24 Jul 2020 11:35 AM ET
2783	LG, approx. 65-inch TV		michael elliott	USD	\$165.00	14 Jul 2020 11:45 AM ET	
2784	XF228 TV wall mount		David Conger	USD	\$17.00	14 Jul 2020 12:00 PM ET	
2785	Digital Cameras		Reginald Corbbins	USD	\$160.00	30 Jul 2020 10:00 AM ET	
2786	Digital Cameras Lens		James Knight	USD	\$96.99	30 Jul 2020 10:15 AM ET	

<u>ID ↑</u>	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2787	Digital Camera. Lens, Battery Charger and 3 Batteries		Koukibe Dongo	USD	\$42.00	30 Jul 2020 10:30 AM ET	
2788	Caterpillar Parts		John Parrish	USD	\$260.01	29 Jul 2020 10:00 AM ET	
2789	Filters		John Parrish	USD	\$112.00	29 Jul 2020 10:15 AM ET	
					\$1,397.00		

Clarksville Transit Department, TN
Date range: 01 Jul 2020 - 31 Jul 2020

<u>ID</u> ↑	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
140	Lincoln Wire Matic 25		james burrow	USD	\$310.00	28 Jul 2020 10:30 AM ET	
					\$310.00		

Department of Finance & Revenue

July 2020 Financial Review

Fiscal Year 2021



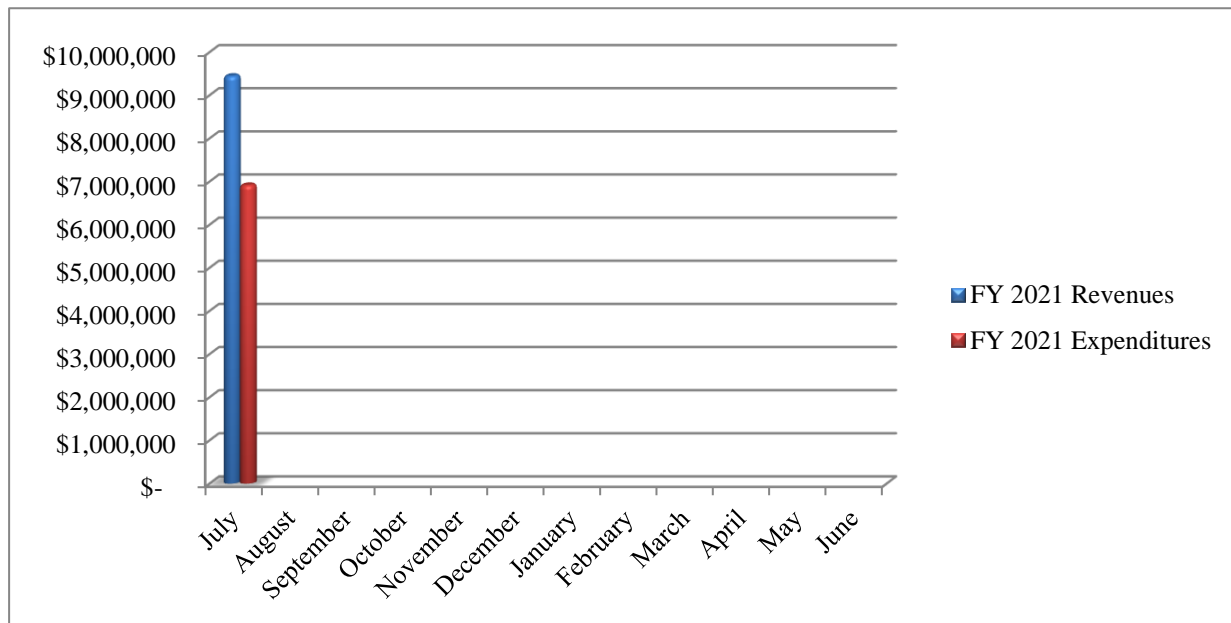
Clarksville, Tennessee
July 31, 2020

General Fund Revenues vs. Expenditures

Fiscal Year 2021

As of July 31, 2020

	FY 2021 Revenues	FY 2021 Expenditures	Monthly Variance
July	\$ 9,444,632	\$ 6,913,480	\$ 2,531,152
August			-
September			-
October			-
November			-
December			-
January			-
February			-
March			-
April			-
May			-
June			-
YTD Total	\$ 9,444,632	\$ 6,913,480	\$ 2,531,152

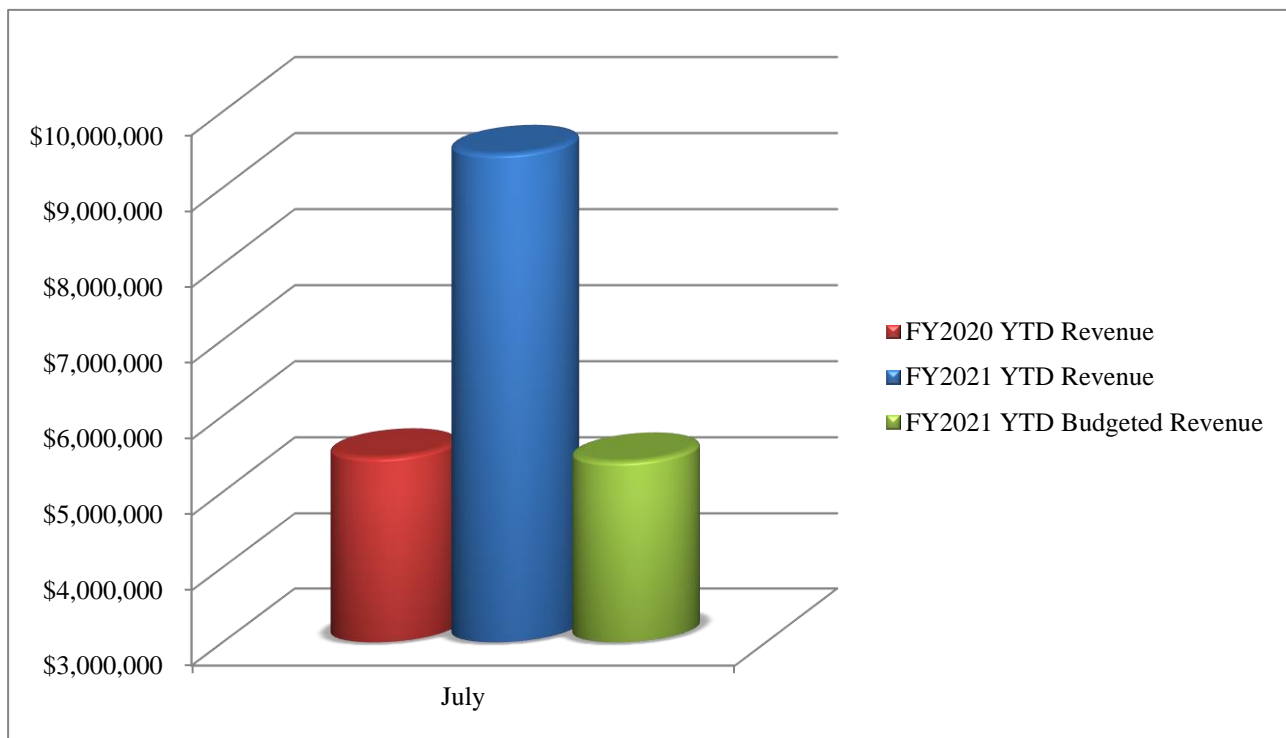


General Fund Revenue Comparison

Fiscal Year 2021

As of July 31, 2020

	FY 2020 Revenue	FY 2019 Revenue	Variance
July	\$ 9,444,632	\$ 5,454,774	\$ 3,989,858
August	-	-	-
September	-	-	-
October	-	-	-
November	-	-	-
December	-	-	-
January	-	-	-
February	-	-	-
March	-	-	-
April	-	-	-
May	-	-	-
June	-	-	-
YTD Total	\$ 9,444,632	\$ 5,454,774	\$ 3,989,858



GENERAL FUND REVENUES

Fiscal Year 2021

As of July 31, 2020

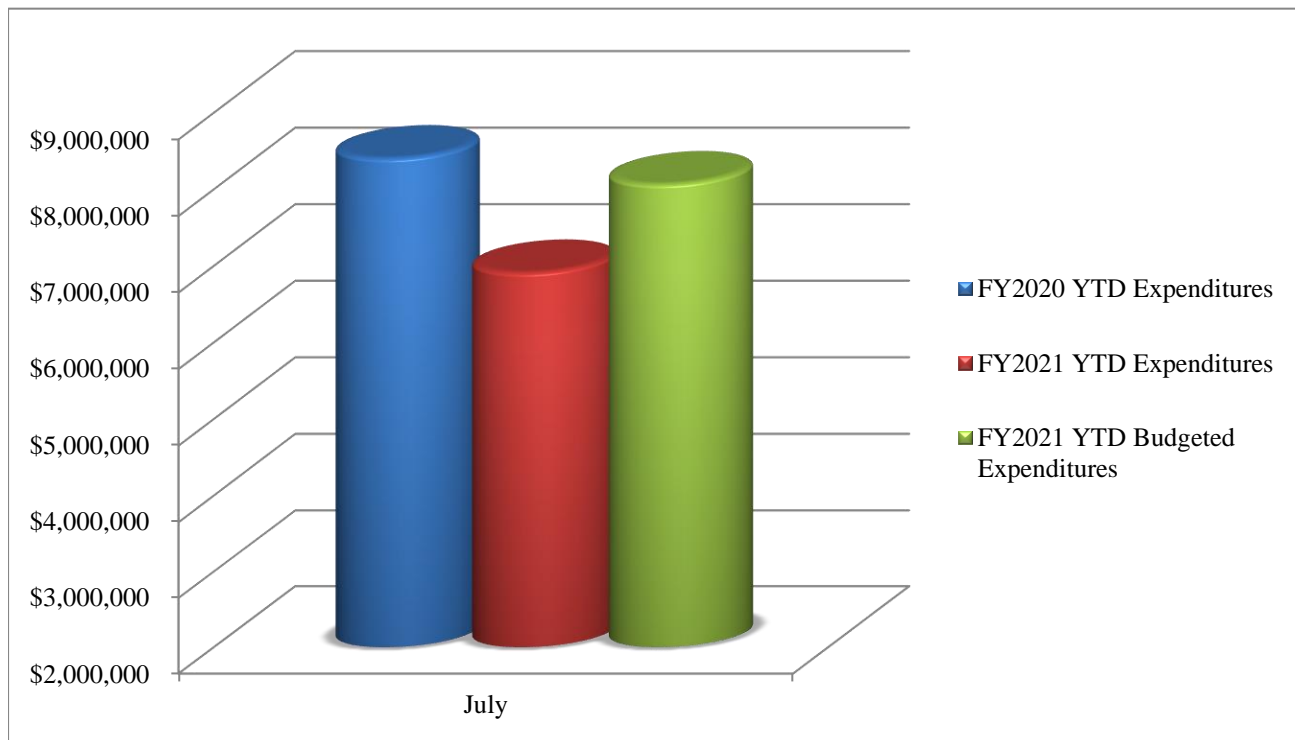
	Total Budget	YTD	Month
TAXES			
Prior Year Property Taxes	894,712	275,526	275,526
2020 Property Taxes	31,911,324	-	-
PILOTS	687,473	-	-
Local Option Sales Tax	17,791,510	1,754,289	1,754,289
Beer & Liquor Tax	3,696,163	452,210	452,210
Business License	2,623,286	744,555	744,555
Franchise Tax (cable)	1,500,932	85,043	85,043
Hote/Motel	424,243	24,111	24,111
Other Taxes	367,426	28,161	28,161
TOTAL TAXES	59,897,069	3,363,896	3,363,896
LICENSES AND PERMITS			
Building Permits	1,990,000	273,336	273,336
Other Permits	111,794	12,535	12,535
TOTAL PERMITS	2,101,794	285,871	285,871
INTERGOVERNMENTAL			
Grant reimbursements	307,854	-	-
State Shared Revenues			
TVA Replacement Tax	1,595,148	-	-
State Sales Tax	11,166,036	1,032,830	1,032,830
State Street Aid	4,651,185	389,521	389,521
Other Taxes	2,031,963	214,549	214,549
TOTAL INTERGOVERNMENT	19,752,186	1,636,900	1,636,900
OTHER REVENUES			
Charges for Services	690,128	68,832	68,832
Recreation	696,210	20,797	20,797
Golf Courses	697,330	98,628	98,628
Fines and Forfeitures	571,242	45,040	45,040
Investment & Interest Earnings	100,995	3,794	3,794
Other Misc. Revenues	917,235	38,145	38,145
Extraordinary Sources (COVID Funds)	3,490,203	3,490,203	3,490,202
Transfer from CDE	5,197,147	392,432	392,432
Transfer From CGW	3,628,651	0	0
Other Transfers	450,141	94	94
TOTAL OTHER REVENUES	16,439,282	4,157,965	4,157,964
TOTAL REVENUES GENERAL FUNI	98,190,331	9,444,633	9,444,632

General Fund Expenditure Comparison

Fiscal Year 2021

As of July 31, 2020

	FY 2021 Expenditures	FY 2020 Expenditures	Variance
July	\$ 6,913,480	\$ 8,407,620	\$ (1,494,140)
August	-		-
September	-		-
October	-		-
November	-		-
December	-		-
January	-		-
February	-		-
March	-		-
April	-		-
May	-		-
June	-		-
YTD Total	\$ 6,913,480	\$ 8,407,620	\$ (1,494,140)

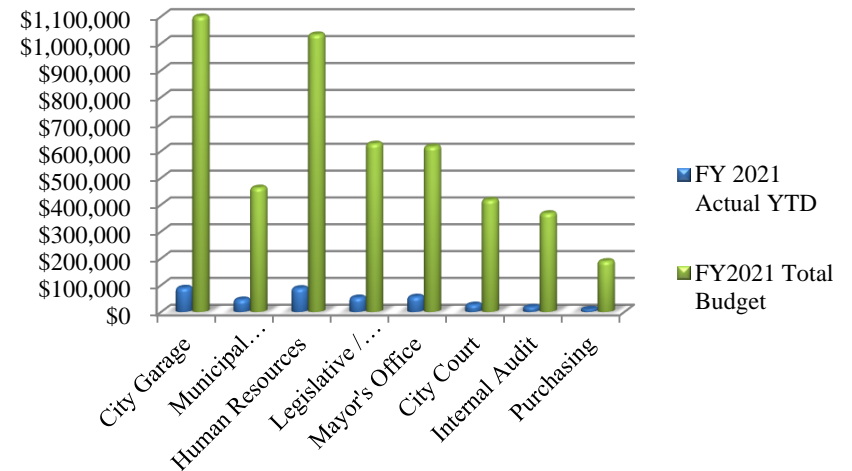
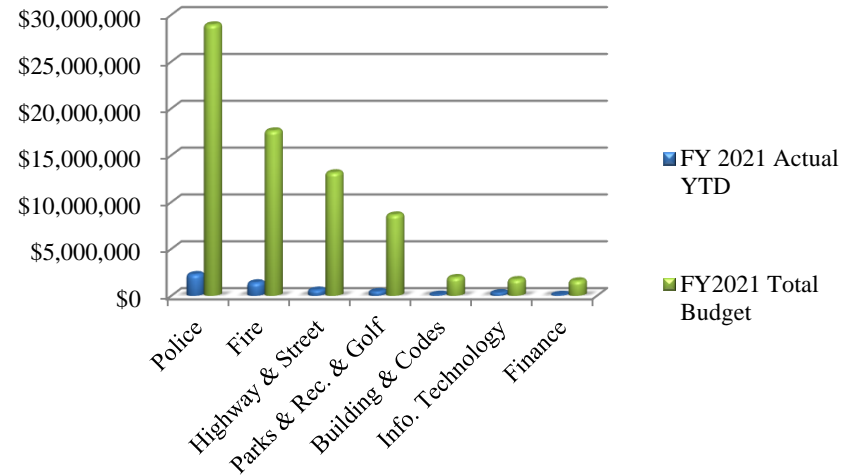


General Fund Year-to-Date Departmental Budget vs. Actual Expenditures

Fiscal Year 2021

As of July 31, 2020

Departmental:	Expenditures FY 2019 YTD	Estimated YTD Budget	Variance (Over)Under
Police	\$ 2,305,442	\$ 2,413,271	\$ 107,829
Fire	1,424,201	1,469,696	45,495
Highway & Street	635,790	1,097,342	461,553
Parks & Rec. & Golf	482,763	722,107	239,344
Building & Codes	149,899	165,052	15,152
Info. Technology	343,935	146,954	(196,982)
Finance	136,116	135,430	(686)
City Garage	90,064	98,690	8,626
Municipal Properties	46,473	38,634	(7,839)
Human Resources	88,676	86,091	(2,585)
Legislative / Admin.	53,818	52,285	(1,533)
Mayor's Office	56,917	51,413	(5,504)
City Court	27,420	34,830	7,410
Legal	37,977	35,872	(2,105)
Internal Audit	18,758	30,683	11,925
Purchasing	10,626	15,807	5,181
Departmental Total	5,908,877	6,594,157	685,281
Nondepartmental:			
Debt	706,069	717,715	11,646
Extraordinary - COVID	-	290,850	290,850
Transit	-	97,464	97,464
Retirees	24,139	124,378	100,239
Other	274,396	244,471	(29,926)
YTD Total	\$ 6,913,480	\$ 8,069,034	\$ 1,155,554



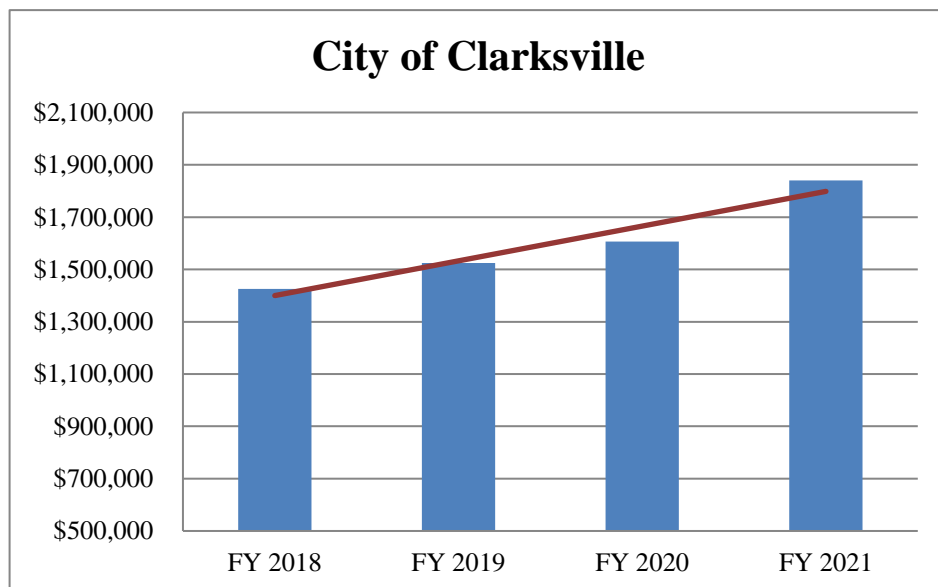
Schedule of Sales Tax Collections

Fiscal Year 2021

As of July 31, 2020

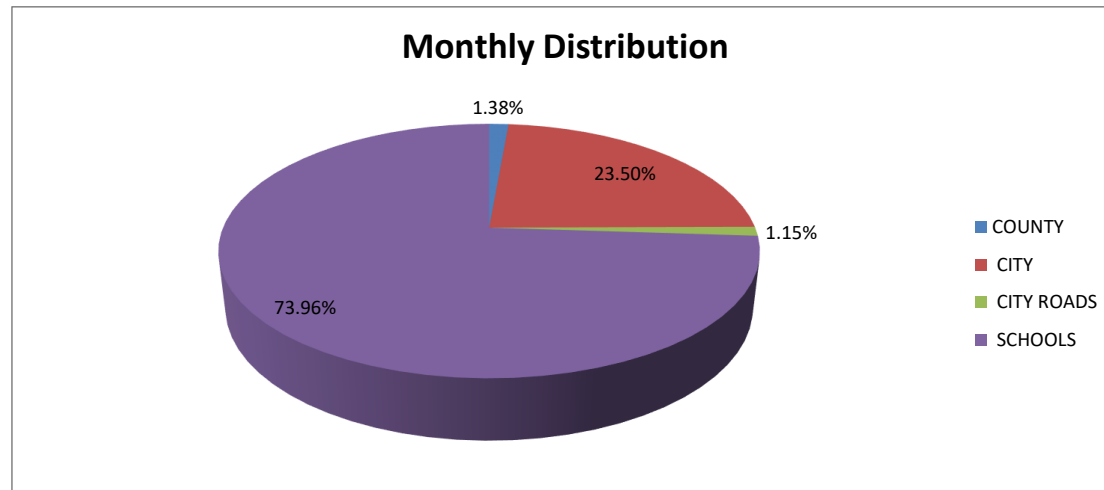
City of Clarksville Local Sales & Use Tax

	Net Collections FY 2018	Net Collections FY 2019	Net Collections FY 2020	Net Collections FY 2021
July	\$ 1,425,145	\$ 1,524,372	\$ 1,607,009	\$ 1,840,352
August				
September				
October				
November				
December				
January				
February				
March				
April				
May				
June				
YTD Total	\$ 1,425,145	\$ 1,524,372	\$ 1,607,009	\$ 1,840,352



Local Sales Tax Collections
Fiscal Year 2021
As of July 31, 2020

TOTAL		NET COLLECTIONS PAID TO					GROSS COLLECTIONS		
	NET COLLECTIONS	COUNTY	CITY	CITY ROADS	SCHOOLS	UNINCORPORATED AREA	CITY LIMITS	PAID TO STATE	
July	\$ 7,463,614	\$ 103,279	\$ 1,754,290	\$ 86,062	\$ 5,519,983	\$ 585,231	\$ 6,963,304	\$ 84,921	
August	-								
September	-								
October	-								
November	-								
December	-								
January	-								
February	-								
March	-								
April	-								
May	-								
June	-								
YTD TOTAL	\$ 7,463,614	\$ 103,279	\$ 1,754,290	\$ 86,062	\$ 5,519,983	\$ 585,231	\$ 6,963,304	\$ 84,921	



Capital Project Status Report
Fiscal Year 2021
As of July 31, 2020

ACTIVE PROJECTS FY2020-2021		TOTAL FUNDING	FY EXPENSES 7/1/20-7/31/20	TOTAL ACTIVE PROJECT EXPENSES **	PROJECT BALANCE
STREET DEPARTMENT:					
93101	Rossvie/Dunbar Cave/Cardinal Improveme	13,280,000	0	2,765,635	10,514,365
14301	Edmondson Ferry/1A Bypass Interesection In	1,150,004	0	1,150,002	2
15306	Northeast Connector	16,808,700	1,950	1,267,727	15,540,973
17301	International & Dunlop Intersection Improver	2,807,831	0	445,506	2,362,325
17304	Adaptaive Signal Control Project (Wilma)	1,200,000	0	0	1,200,000
17305	Tylertown & Oakland Intersection Improvem	10,000,000	285,038	1,197,137	8,802,863
17307	Tylertown & Trenton Drainage Overflow Pro	1,040,185	0	73,747	966,438
18301	Drainage Mitigation FY2018	400,000	0	106,642	293,358
18302	New Sidewalks FY2018	934,954	279,464	428,789	506,165
19301	Lilac Lane	100,000	0	2,600	97,400
19302	Whitfield Road Improvements	3,350,000	193,397	1,502,527	1,847,473
19303	Spot Intersection Improvements	1,500,000	0	94,136	1,405,864
20301	Dunbar Cave Road Bridge	600,000	0	500	599,500
20302	4th Street and College Signal	400,000	62,233	100,225	299,775
20303	New Sidewalks FY20-24	900,000	0	843,791	56,209
20304	Drainage Mitigation FY20-24	450,000	0	0	450,000
20305	Cemetary Retaining Wall	510,000	254,103	255,603	254,397
		\$ 55,431,674	\$ 1,076,186	\$ 10,234,568	\$ 45,197,106
PARKS & RECREATION:					
16503	Athletic Complex	5,297,478	0	4,750,745	546,733
16504	Red River East Trail Project	2,403,712	0	2,154,386	249,326
17501	Valleybrook Park & Upland Trail Connection	160,000	0	0	160,000
17502	Public Spaces	150,000	0	150,000	0
17503	Edith Pettus Park Renovations	201,800	0	23,615	178,185
17504	Crow Community Center Renovation	370,000	0	119,866	250,134
17505	Liberty Park/Marina Remediation	905,218	0	102,782	802,436
17506	Swan Lake Renovations	1,046,605	0	1,039,218	7,387
19502	Pollard Road Additional Parking	319,199	0	227,701	91,498
19503	Billy Dunlop Pavillion & Restroom	382,485	0	380,591	1,894
19504	Heritage Park Improvements	1,000,000	0	508,621	491,379
19505	Regional Community Center	500,000	0	0	500,000
20501	Red River Pedestrian Bridge	3,068,233	0	11,681	3,056,552
20502	Mason Rudolph Cart Path Paving	125,000	0	0	125,000
20503	Swan Lake Cart Path Paving	190,800	0	187,700	3,100
20504	Burt Cobb Recreation Center Roof	230,000	0	191,488	38,512
		\$ 16,350,530	\$ -	\$ 9,848,394	\$ 6,502,136
FIRE DEPARTMENT:					
16221	Fire Maintenance Facility	901,377	0	48,252	853,125
20221	Renovation of Station 10	125,000	0	0	125,000
20222	Custom Engine (replaces 1999 model)	590,000	0	0	590,000
		\$ 1,616,377	\$ -	\$ 48,252	\$ 1,568,125
POLICE DEPARTMENT:					
19211	District 3 Precinct Building	3,500,000	0	192,252	3,307,748
		\$ 3,500,000	\$ -	\$ 192,252	\$ 3,307,748
GENERAL GOVERNMENT:					
41016	Corporate Business Park Expansion	\$ 14,368,821	\$ -	\$ 14,092,700	\$ 276,121
13101	Clarksville Performing Arts & Conf Center	1,613,963	0	179,907	1,434,056
15102	TDOT 2013 Multimodal Access	206,017	0	169,830	36,187
16103	2015 Multimodal Access Grant	241,189	0	222,043	19,146
19101	New Council Chambers	0	0	0	0
19102	Structural Repairs - Cumberland Garage	1,099,036	0	0	1,099,036
20101	Frosty Morn	1,200,000	5,000	9,500	1,190,500
		\$ 18,729,026	\$ 5,000	\$ 14,673,980	\$ 4,055,046
debt issuance costs					
Total Spent YTD: Major Projects		\$ 95,627,607	\$ 1,081,186	\$ 34,997,446	\$ 60,630,161

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

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

Fund Balances
Fiscal Year 2021
As of July 31, 2020

Fund	Estimated Beginning Fund Balance 7/01/20	Revenues YTD	Expenditures YTD	Estimated Ending Fund Balance 7/31/20
General Fund:	\$ 24,493,734	\$ 9,444,632	\$ 6,913,480	\$ 27,024,886
Capital Projects Fund:	(224,752)	173,986	1,081,186	(1,131,952)
Debt Service Fund:	493,872	706,069	706,069	493,872
Internal Service Funds:	6,994,431	485,864	834,137	6,646,158
Non-Major Governmental Funds:				
Drug Fund	758,568	1,129	1,302	758,395
Road Improvement Fund	1,267,701	86,062	0	1,353,763
Police Special Fund	144,885	7,025	6,856	145,054
Parks Special Fund	260,467	26,431	3,136	283,762
Other Special Revenue Fund*	636,263	0	106,786	529,478
Community Development	393,914	0	34,892	359,022
Capital Projects Revenue District Fund	467,555	0	0	467,555

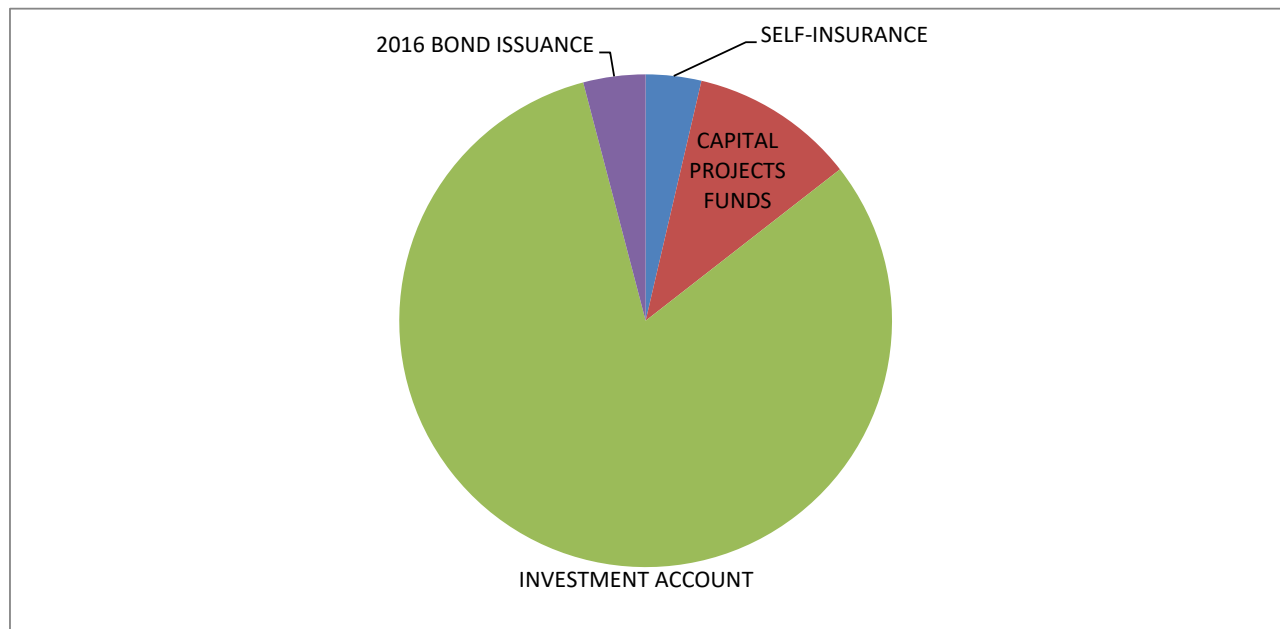
* Includes: Fire Spec. Rev., Traffic Camera Police & Parks, SRF

Notice of Grant Applications
Fiscal Year 2021
As of July 31, 2020

Date Submitted	Project Title	Funding Agency	Funds Requested	Match Required	Status	Notes
03/19/20	2019 Assistance to Firefighters Grant	US Dept of Homeland Security	\$146,489	\$14,649	Submitted	Federal funding to purchase mobile air units, thermal imaging cameras and training for CFD.
03/25/20	2021 Alcohol & Impaired Driving Enforcement	TN Highway Safety Office (THSO)	133505.4 125000	\$0	Awarded	Funding for alcohol and impaired driver countermeasures. Pays for overtime for officers to conduct DUI checkpoints and saturation patrols for a one year period. Including purchase of equipment for DUI checkpoints.
03/25/20	2021 Child Passenger Safety and Occupant Protection	TN Highway Safety Office (THSO)	\$10,564	\$0	Not funded	Funding for child safety seats and booster seats to provide to low income families and staff time for events/enforcement of proper use of child passenger restraints.
03/27/20	2021 Bicycle/Pedestrian Safety	TN Highway Safety Office (THSO)	\$13,544	\$0	Not funded	Funding for training of officers for bicycle/pedestrian crash investigations, staff time for enforcement and public awareness activities.
03/30/20	2021 Distracted Driving	TN Highway Safety Office (THSO)	\$28,850	\$0	Not funded	Funding to purchase driving simulators for distracted driving educational purposes and public events.
05/15/20	2020 Assistance to Firefighters - COVID19 Supplement	US Dept of Homeland Security	\$56,563	\$5,656	Submitted	Federal funding to reimburse for PPE expenses incurred related to COVID19 as well as expected PPE expenses through May 2021. Funding only covers face masks, gloves and gowns used by firefighters on calls.
05/20/20	2019 Staffing for Adequate Fire and Emergency Response (SAFER)	US Dept of Homeland Security	\$2,713,365	\$0	Submitted	Requested funding to hire 15 new firefighters. Funding would cover 100% to entry level salaries and benefits for 3 years. Share has been waived due to COVID19.
05/27/20	2019 Fire Prevention and Safety	US Dept of Homeland Security	\$60,683	\$3,034	Submitted	Federal funding to purchase a new fire safety trailer and training for two CFR staff to become certified Fire and Safety Educators
05/29/20	2020 Coronavirus Emergency Supplemental Funding (CESF)	US Dept of Justice	\$191,575	\$0	Awarded	Allocation to cover expenses related to COVID, both past and future anticipated expenses through January 2022
06/01/20	TN Agriculture Enhancement Program	TN Dept of Agriculture	2930 2920	2930 2920	Awarded	Requested funding to plant 26 trees along the riverbank at Trice Landing

Investment Report
Fiscal Year 2021
As of July 31, 2020

ISSUER NAME	PAR VALUE	CUSIP	COUPON RATE
LOCAL GOVERNMENT INVESTMENT POOL			
SELF-INSURANCE	\$ 592,020		0.310
CAPITAL PROJECTS FUNDS	1,760,521		0.310
INVESTMENT ACCOUNT	13,246,185		0.310
2016 BOND ISSUANCE	663,387		0.310
			0.310
LGIP TOTAL / AVERAGE	\$ 16,262,113		0.310



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

	<u>7/31/19</u>	<u>% Change</u>	<u>7/31/20</u>	<u>6/30/2020 (R)</u>	<u>5/31/20</u>	<u>4/30/20</u>
Assets						
Current Assets:						
Cash -Operating Account	\$ 4,017,425.63	-1.59%	\$ 3,953,426.91	\$ 3,744,241.79	\$ 6,084,029.66	\$ 5,850,945.91
Accounts Receivable:						
Subscribers, less allowance	1,451,288.69	4.83%	1,521,344.14	1,551,354.00	1,678,134.72	1,568,962.72
Other	36,102.51	182.04%	101,825.09	127,947.46	48,968.96	35,728.77
Temporary advances - Electric	1,992,769.37	7.21%	2,136,442.75	2,123,796.85	1,905,734.31	2,046,363.69
Inventory	<u>372,741.93</u>	<u>56.09%</u>	<u>581,794.83</u>	<u>572,019.29</u>	<u>579,424.19</u>	<u>642,920.79</u>
Total Current Assets	\$ 7,870,328.13	5.39%	\$ 8,294,833.72	\$ 8,119,359.39	\$ 10,296,291.84	\$ 10,144,921.88
Noncurrent Assets:						
Construction Work In Progress	\$ 134,147.12	-89.66%	\$ 13,874.91	\$ 8,322.70	\$ 70,216.33	\$ 6,445.27
Telecommunications Plant	8,186,170.05	12.32%	9,194,502.42	9,220,379.22	8,802,523.91	8,800,818.87
Accumulated Depreciation	(5,393,718.15)	5.67%	(5,699,432.20)	(5,640,605.30)	(5,620,718.03)	(5,567,829.96)
Deferred Debit - Software & Outflows of Resources	<u>420,670.95</u>	<u>-51.68%</u>	<u>203,273.51</u>	<u>240,893.07</u>	<u>277,135.01</u>	<u>322,429.87</u>
Total Noncurrent Assets	\$ 3,347,269.97	10.90%	\$ 3,712,218.64	\$ 3,828,989.69	\$ 3,529,157.22	\$ 3,561,864.05
Total Assets	<u>\$ 11,217,598.10</u>	7.04%	<u>\$ 12,007,052.36</u>	<u>\$ 11,948,349.08</u>	<u>\$ 13,825,449.06</u>	<u>\$ 13,706,785.93</u>
Retained Earnings and Liabilities:						
Retained Earnings (Deficit):						
Retained Earnings - Beginning of Year	\$ 803,836.93	520.33%	\$ 4,986,471.41	\$ 803,836.93	\$ 803,836.93	\$ 803,836.93
Retained Earnings - YTD	-		-	4,027,098.57	3,764,290.10	3,364,931.70
Retained Earnings - Current	<u>421,263.40</u>	<u>30.34%</u>	<u>549,060.11</u>	<u>155,535.91</u>	<u>262,808.47</u>	<u>399,358.40</u>
Total Retained Earnings (Deficit)	<u>\$ 1,225,100.33</u>	351.84%	<u>\$ 5,535,531.52</u>	<u>\$ 4,986,471.41</u>	<u>\$ 4,830,935.50</u>	<u>\$ 4,568,127.03</u>
Current Liabilities:						
Accounts Payable	\$ 2,018,788.05	3.36%	\$ 2,086,528.43	\$ 2,606,831.09	\$ 1,980,979.05	\$ 2,153,886.59
Unearned Revenue	\$ 682,497.65	17.45%	\$ 801,576.15	\$ 801,576.15	\$ 682,497.65	\$ 682,497.65
Other Accrued Payables	<u>186,346.36</u>	<u>13.51%</u>	<u>211,516.39</u>	<u>181,290.00</u>	<u>235,067.87</u>	<u>206,025.11</u>
Total Current Liabilities	\$ 2,887,632.06	7.34%	\$ 3,099,620.97	\$ 3,589,697.24	\$ 2,898,544.57	\$ 3,042,409.35
Noncurrent Liabilities:						
Customer Deposits	\$ 2,348.81	-57.96%	\$ 987.48	\$ 987.48	\$ 1,137.48	\$ 1,137.48
Postretirement Benefits	351,971.77	10.93%	390,429.26	390,709.82	344,286.38	344,566.94
Deferred Inflows of Resources	104,614.00	-19.18%	84,552.00	84,552.00	104,614.00	104,614.00
Long Term Debt to the Electric Division	<u>6,645,931.13</u>	<u>-56.43%</u>	<u>2,895,931.13</u>	<u>2,895,931.13</u>	<u>5,645,931.13</u>	<u>5,645,931.13</u>
Total Noncurrent Liabilities	\$ 7,104,865.71	-52.54%	\$ 3,371,899.87	\$ 3,372,180.43	\$ 6,095,968.99	\$ 6,096,249.55
Total Liabilities	<u>\$ 9,992,497.77</u>	-35.24%	<u>\$ 6,471,520.84</u>	<u>\$ 6,961,877.67</u>	<u>\$ 8,994,513.56</u>	<u>\$ 9,138,658.90</u>
Total Liabilities & Retained Earnings	<u>\$ 11,217,598.10</u>	7.04%	<u>\$ 12,007,052.36</u>	<u>\$ 11,948,349.08</u>	<u>\$ 13,825,449.06</u>	<u>\$ 13,706,785.93</u>

CDE Lightband
Income Statement - Broadband Division
7/31/2020

	<u>7/31/19</u>	<u>% Change</u>	<u>7/31/20</u>	<u>6/30/2020 (R)</u>	<u>5/31/20</u>	<u>4/30/20</u>
Operating Revenue:						
Programming Revenue	\$ 416,560.66	2.79%	\$ 428,198.30	\$ 480,322.88	\$ 437,268.13	\$ 440,207.86
Internet Revenue	1,201,729.28	8.49%	1,303,773.47	1,185,844.18	1,295,429.63	1,285,568.32
Telephone Revenue	145,455.85	7.57%	156,467.27	121,601.78	152,643.68	152,332.52
Miscellaneous Fee Revenue	147,938.87	0.63%	148,867.91	182,241.55	86,815.12	111,555.87
Total Operating Revenues	<u>1,911,684.66</u>	6.57%	<u>2,037,306.95</u>	<u>1,970,010.39</u>	<u>1,972,156.56</u>	<u>1,989,664.57</u>
 Cost of Programming & Services	<u>690,317.36</u>	0.38%	<u>692,969.85</u>	<u>702,886.08</u>	<u>699,067.16</u>	<u>742,253.10</u>
Gross Revenue:	\$ 1,221,367.30	10.07%	\$ 1,344,337.10	\$ 1,267,124.31	\$ 1,273,089.40	\$ 1,247,411.47
Operating Expenses:						
Network Support Expense-Video	\$ 34,524.33	-8.36%	\$ 31,637.81	\$ 38,510.26	\$ 33,614.23	\$ 33,403.65
Network Support Expense-Internet	132,034.56	6.92%	141,166.06	149,297.98	319,053.34	141,900.78
Network Support Expense-Phone	15,669.28	-0.90%	15,528.06	15,595.60	15,589.46	15,571.04
Network Admin. & Oper. Expense	107,215.85	4.23%	111,750.65	112,670.66	109,636.89	114,903.97
Building & Office Expense	8,047.00	0.00%	8,047.00	8,047.00	8,047.00	8,047.00
Depreciation & Amortization Expense	82,193.85	9.93%	90,352.31	94,473.99	92,161.05	89,443.49
General & Administrative Expense	175,445.52	6.27%	186,454.09	380,835.22	187,354.89	228,816.81
Station Apparatus Expense	139,601.02	-35.60%	89,904.37	124,989.19	118,461.25	93,845.62
Customer Service Expense	78,715.63	-22.69%	60,852.53	54,295.72	51,952.07	53,807.03
Marketing Expense	16,276.45	229.18%	53,578.14	89,209.70	65,875.36	59,829.02
Total Operating Expenses	\$ 789,723.49	-0.06%	\$ 789,271.02	\$ 1,067,925.32	\$ 1,001,745.54	\$ 839,568.41
Operating Income (Loss)	\$ 431,643.81	28.59%	\$ 555,066.08	\$ 199,198.99	\$ 271,343.86	\$ 407,843.06
 Interest Expense	7,307.32	-59.86%	2,932.88	5,335.27	5,462.30	5,411.57
Other Expenses - Tax Equivalent	3,073.09	0.00%	3,073.09	38,327.81	3,073.09	3,073.09
Other Expense - Loss on Retirement of Equipment	\$ -		\$ -	\$ -	\$ -	\$ -
Total Other Expenses (Income)	\$ 10,380.41	-42.14%	\$ 6,005.97	\$ 43,663.08	\$ 8,535.39	\$ 8,484.66
Net Income (Loss)	\$ 421,263.40	30.34%	\$ 549,060.11	\$ 155,535.91	\$ 262,808.47	\$ 399,358.40
 EBITDA	\$ 513,837.66		\$ 645,418.39	\$ 293,672.98	\$ 363,504.91	\$ 497,286.55

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

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

Operating income (loss)	\$ 555,066.08
Adjustments to reconcile oper income to cash provided (used) by operating activities	
Depreciation and amortization	90,352.31
Changes in:	
Accounts receivable	56,132.23
Advances to Electric	(12,645.90)
Inventory	(9,775.54)
Accounts payable	(520,302.66)
Accrued expenses	29,945.83
Customer deposits	-
Other	<u>31,613.59</u>
Net Cash From Operating Activities	<u>220,385.94</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Payment of long term debt	-
Additions to plant	<u>(11,200.82)</u>
Net Cash Used by Financing Activities	<u>(11,200.82)</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS	\$ 209,185.12
CASH AND CASH EQUIVALENTS - BEG OF MONTH	<u>3,744,241.79</u>
CASH AND CASH EQUIVALENTS - END OF MONTH	<u><u>\$ 3,953,426.91</u></u>

CDE Lightband Subscriber Analysis
May 2020 -July 2020

Service	May 2020							June 2020							July 2020						
	May Actual	May Budget	May Variance	Net Gain Over Prev. Month	% Growth to Budget	May Prior Year Actual	Growth % Year Over Year	June Actual	June Budget	June Variance	Net Gain Over Prev. Month	% Growth to Budget	June Prior Year Actual	Growth % Year Over Year	July Actual	July Budget	July Variance	Net Gain Over Prev. Month	% Growth to Budget	July Prior Year Actual	Growth % Year Over Year
Video (Total)	5,312	5,303	9	(2)	0%	5,220	2%	5,255	5,335	(80)	(57)	-1%	5,199	1%	5,190	5,406	(216)	(65)	-4%	5,187	0%
Lightband Basic	375	316	59	(1)	19%	372	1%	366	318	48	(9)	15%	374	-2%	359	339	20	(7)	6%	380	-6%
Lightband Plus	1,817	1,579	238	(5)	15%	1,834	-1%	1,787	1,590	197	(30)	12%	1,842	-3%	1,762	1,812	(50)	(25)	-3%	1,839	-4%
Lightband Extra	2,532	3,369	(837)	(13)	-25%	2,979	-15%	2,476	3,392	(916)	(56)	-27%	2,949	-16%	2,424	2,509	(85)	(52)	-3%	2,934	-17%
Streaming Services	558	0	558	17	0%	0	0%	596	0	596	38	0%	0	0%	616	718	(102)	20	0%	0	
Other Pkgs	30	39	(9)	0	-23%	35	-14%	30	35	(5)	0	-14%	34	-12%	29	28	1	(1)	4%	34	-15%
Internet (Total)	22,421	22,334	87	104	0%	21,210	6%	23,007	22,454	553	586	2%	21,340	8%	22,979	23,194	(215)	(28)	-1%	21,504	7%
Residential Internet	20,727	20,599	128	91	1%	19,674	5%	21,307	20,694	613	580	3%	19,785	8%	21,260	21,389	(129)	(47)	-1%	19,904	7%
Business Internet	1,694	1,735	(41)	13	-2%	1,536	10%	1,700	1,760	(60)	6	-3%	1,555	9%	1,719	1,805	(86)	19	-5%	1,600	7%
Phone (Total)	2,539	2,636	(97)	3	-4%	2,548	0%	2,540	2,653	(113)	1	-4%	2,550	0%	2,529	2,586	(57)	(11)	-2%	2,552	-1%
Residential Phone	1,760	1,812	(52)	(2)	-3%	1,817	-3%	1,754	1,810	(56)	(6)	-3%	1,810	-3%	1,734	1,769	(35)	(20)	-2%	1,809	-4%
Business Phone	779	824	(45)	5	-5%	731	7%	786	843	(57)	7	-7%	740	6%	795	817	(22)	9	-3%	743	7%
Total Broadband Customers	23,971	22,290	1,681	218	8%	22,213	8%	23,913	22,970	943	(58)	4%	22,381	7%	23,939	24,045	(106)	26	0%	22,519	6%

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

	<i>Prior Year</i>					
	<u>7/31/2019</u>	<u>% Change</u>	<u>7/31/2020</u>	<u>6/30/2020 (R)</u>	<u>5/31/2020</u>	<u>4/30/2020</u>
UTILITY PLANT						
1 Electric Plant	\$ 297,100,885.50	6.49%	\$ 316,368,987.09	\$ 316,777,113.23	\$ 314,177,448.60	\$ 312,985,684.70
2 Less Depreciation	<u>(101,925,622.45)</u>	<u>6.05%</u>	<u>(108,094,426.12)</u>	<u>(107,444,710.95)</u>	<u>(107,939,705.49)</u>	<u>(107,433,297.24)</u>
3 Total	\$195,175,263.05	6.71%	\$208,274,560.97	\$209,332,402.28	\$206,237,743.11	\$205,552,387.46
4 Unamortized acq. adj.	<u>69,104.19</u>	<u>-52.17%</u>	<u>33,049.83</u>	<u>36,054.36</u>	<u>39,058.89</u>	<u>42,063.42</u>
6 Total Plant - Net	\$195,244,367.24	6.69%	\$208,307,610.80	\$209,368,456.64	\$206,276,802.00	\$205,594,450.88
OTHER PROPERTY AND INVESTMENTS						
8 Interdivisional loan	6,645,931.13	-56.43%	2,895,931.13	2,895,931.13	5,645,931.13	5,645,931.13
9 Sinking Funds	10,363,592.26	4.35%	10,814,336.51	10,313,171.43	8,763,793.86	7,263,370.21
12 Other Special Funds	<u>-</u>		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
13 Total	17,009,523.39	-19.40%	13,710,267.64	13,209,102.56	14,409,724.99	12,909,301.34
CURRENT AND ACCRUED ASSETS						
14 General Cash/temp cash investments	10,519,353.63	-21.02%	8,308,268.89	10,386,294.64	9,971,177.02	9,740,134.21
14.1 Reserved Cash	23,403,203.75	-4.01%	22,465,893.42	22,526,653.95	22,313,993.48	22,170,470.04
15 Accounts Receivable	13,451,997.87	17.34%	15,784,282.20	15,112,053.02	11,891,719.73	10,406,174.16
16 Materials and Supplies	3,522,234.98	-15.05%	2,992,296.32	3,115,957.13	3,754,240.85	3,970,214.37
18 Other Current Assets	<u>26,288,931.66</u>	<u>-11.27%</u>	<u>23,327,271.44</u>	<u>19,589,623.11</u>	<u>18,666,665.80</u>	<u>21,928,767.57</u>
19 Total	77,185,721.89	-5.58%	72,878,012.27	70,730,581.85	66,597,796.88	68,215,760.35
DEFERRED DEBITS						
22 Clearing Accounts	-		20,119.23	20,957.52	21,795.81	22,634.10
24 Energy Service Loans Rec	2,463,140.35	-35.62%	1,585,684.53	1,647,303.76	1,715,381.63	1,771,500.91
26 Other Deferred Debits	<u>4,374,525.54</u>	<u>-13.54%</u>	<u>3,782,209.16</u>	<u>3,844,963.02</u>	<u>3,891,771.40</u>	<u>3,916,420.43</u>
27 Total	6,837,665.89	-21.20%	5,388,012.92	5,513,224.30	5,628,948.84	5,710,555.44
28 TOTAL ASSETS & OTHER DEBITS	<u>\$296,277,278.41</u>	<u>1.35%</u>	<u>\$300,283,903.63</u>	<u>\$298,821,365.35</u>	<u>\$292,913,272.71</u>	<u>\$292,430,068.01</u>

CAPITAL

EARNINGS REINVESTED IN SYSTEM ASSETS

33 Beginning of year	181,656,853.69	5.53%	191,710,376.76	181,656,853.69	181,656,853.69	181,656,853.69
34 Current Year to Date	<u>944,818.22</u>	53.82%	<u>1,453,297.96</u>	<u>10,053,523.07</u>	<u>11,430,639.51</u>	<u>11,440,890.84</u>
35 Total	182,601,671.91	5.78%	193,163,674.72	191,710,376.76	193,087,493.20	193,097,744.53

Long Term Debt

39.1 Bonds and other Long Term Debt	62,600,000.00	-4.89%	59,540,000.00	59,540,000.00	59,540,000.00	59,540,000.00
40 Debt Premium and discount	<u>7,982,514.94</u>	-7.43%	<u>7,389,294.94</u>	<u>7,438,729.94</u>	<u>7,488,164.94</u>	<u>7,537,599.94</u>
41 Total	70,582,514.94	-5.18%	66,929,294.94	66,978,729.94	67,028,164.94	67,077,599.94

OTHER NON-CURRENT LIABILITIES

39.2 Post Retirement Benefits	1,626,642.81	6.44%	1,731,466.13	1,734,863.91	1,589,878.10	1,593,112.80
42 Energy Service Loans - Advances	<u>2,550,468.41</u>	-35.18%	<u>1,653,222.01</u>	<u>1,722,512.95</u>	<u>1,780,622.60</u>	<u>1,831,115.92</u>
44 Total	4,177,111.22	-18.97%	3,384,688.14	3,457,376.86	3,370,500.70	3,424,228.72

CURRENT AND ACCRUED LIABILITIES

46 Accounts Payable	27,921,112.94	-9.23%	25,343,173.90	25,412,703.43	18,354,375.25	17,913,113.98
47 Customer Deposits	6,780,821.36	5.54%	7,156,588.17	7,146,950.82	7,120,091.19	7,090,010.76
52.2 Interest Accrued - Other	1,083,463.50	-3.50%	1,045,510.45	836,408.36	627,306.27	418,204.18
53 Other Current Liabilities	<u>3,130,582.54</u>	4.17%	<u>3,260,973.31</u>	<u>3,278,819.18</u>	<u>3,325,341.16</u>	<u>3,409,165.90</u>
54 Total	38,915,980.34	-5.42%	36,806,245.83	36,674,881.79	29,427,113.87	28,830,494.82

58 TOTAL LIABILITIES AND OTHER CREDITS	<u>\$ 296,277,278.41</u>	1.35%	<u>\$ 300,283,903.63</u>	<u>\$ 298,821,365.35</u>	<u>\$ 292,913,272.71</u>	<u>\$ 292,430,068.01</u>
--	--------------------------	-------	--------------------------	--------------------------	--------------------------	--------------------------

CDE Lightband
Revenues and Expenses - Electric Division
7/31/2020

	<i>Prior Year</i>			<i>Prior 3 Months</i>		
	<u>7/31/2019</u>	<u>% Change</u>	<u>7/31/2020</u>	<u>6/30/2020 (R)</u>	<u>5/31/2020</u>	<u>4/30/2020</u>
OPERATING REVENUE						
59 Electric Sales Revenue	15,904,077.69	1.47%	16,137,588.79	13,269,347.40	11,228,037.27	11,201,767.95
60 Revenue from Late Payments	110,170.49	-1.03%	109,033.18	78,105.16	(1,205.87)	123,335.35
61 Misc Service Revenue	131,452.81	11.20%	146,179.57	166,123.00	35,223.56	41,112.93
62 Rent from Electric Property	306,200.37	2.18%	312,887.95	353,423.27	311,533.31	310,250.05
63 Other Electric Revenue	61.34	<u>-99.63%</u>	0.23	13,373.09	0.37	(12.59)
64 Total Operating Revenue	16,451,962.70	1.54%	16,705,689.72	13,880,371.92	11,573,588.64	11,676,453.69
PURCHASED POWER						
65 Total Power Cost	12,527,747.12	-3.60%	12,076,254.35	10,499,262.53	8,082,474.83	7,159,182.86
OPERATING EXPENSE						
66 Transmission Expense	4,034.88	27.79%	5,156.05	7,776.99	6,457.36	6,061.70
67 Distribution Expense	297,035.92	-11.18%	263,839.99	387,851.67	356,291.62	297,731.09
68 Customer Accounts Expense	296,029.75	-3.41%	285,944.14	393,682.06	294,985.08	310,005.59
69 Cust. Service and Inf. Exp.	40,764.78	-30.31%	28,410.63	39,933.48	26,498.78	33,379.51
70 Sales Expense	11,003.43	-29.65%	7,741.17	7,758.21	8,337.66	9,723.63
71 Admin. And General Expense	306,788.36	<u>27.31%</u>	390,571.17	1,170,913.39	394,875.19	600,707.76
72 Operating Expense	955,657.12	2.72%	981,663.15	2,007,915.80	1,087,445.69	1,257,609.28
MAINTENANCE EXPENSE						
73 Transmission Expense	4,590.87	-17.93%	3,767.63	3,027.51	4,722.24	7,765.09
74 Distribution Expense	219,913.20	-15.20%	186,482.18	402,031.01	389,959.33	357,053.72
75 Admin. and General Expense	101,126.98	<u>77.48%</u>	179,480.70	272,265.94	210,677.21	203,567.45
76 Maintenance Expense	325,631.05	13.54%	369,730.51	677,324.46	605,358.78	568,386.26
OTHER OPERATING EXPENSE						
77 Depreciation Expense	1,023,945.29	7.82%	1,104,010.38	1,095,411.76	1,092,568.10	1,090,446.52
78 Amort. of Acquisition Adjust.	3,004.53	0.00%	3,004.53	38,761.56	3,004.53	3,004.53
79 Taxes and Tax Equivalents	564,781.82	<u>-0.17%</u>	563,833.53	793,838.81	558,733.91	561,656.57
80 Total other oper. Expense	1,591,731.64	4.97%	1,670,848.44	1,928,012.13	1,654,306.54	1,655,107.62
Total operating expense and 81 purchased power	15,400,766.93	-1.96%	15,098,496.45	15,112,514.92	11,429,585.84	10,640,286.02
INCOME						
82 Operating Income	1,051,195.77	52.89%	1,607,193.27	(1,232,143.00)	144,002.80	1,036,167.67
83 Other Income	80,981.24	-67.97%	25,937.33	44,852.71	25,565.70	28,609.26
84 Total Income	1,132,177.01	44.25%	1,633,130.60	(1,187,290.29)	169,568.50	1,064,776.93
85 Misc Income Deductions	-		-	(10,000.00)	-	(1,500.00)
86 Net Income before debt expense	1,132,177.01	44.25%	1,633,130.60	(1,197,290.29)	169,568.50	1,063,276.93
DEBT EXPENSE						
90 Interest on Long Term Debt	235,270.09	-3.23%	227,679.48	227,679.48	227,679.48	227,679.48
92 Other Interest Expense	1,523.70	4.23%	1,588.16	1,581.67	1,575.35	1,536.08
93 Amort. of Debt Disc. and Exp.	-		-	-	-	-
94 Amort. of Prem. on Debt	(49,435.00)	0.00%	(49,435.00)	(49,435.00)	(49,435.00)	(49,435.00)
95 Total Debt Expense	187,358.79	-4.02%	179,832.64	179,826.15	179,819.83	179,780.56
NET INCOME						
96 Income before Extraord. Items	944,818.22	53.82%	1,453,297.96	(1,377,116.44)	(10,251.33)	883,496.37
97 Extraordinary Items	-		-	-	-	-
98 Net Income	944,818.22	53.82%	1,453,297.96	(1,377,116.44)	(10,251.33)	883,496.37

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

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

Operating income	\$ 1,607,193.27
Adjustments to reconcile oper income to cash provided (used) by operating activities	
Depreciation and amortization	1,107,014.91
Changes in:	
Accounts receivable	(672,229.18)
Materials and supplies	123,660.81
Interdivisional loan	-
Accounts receivable - TVA Energy Service Loans	61,619.23
Advances - TVA Energy Service Loans	(69,290.94)
Prepayments	-
Other current assets	(3,827,951.49)
Accounts payable	(69,529.53)
Accrued expenses	209,102.09
Customer deposits	9,637.35
Other postemployment benefits	(3,397.78)
Other	<u>(17,845.87)</u>
Net Cash Used by Operating Activities	<u>(1,542,017.13)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Additions to plant	(46,169.07)
Payment of long-term debt	<u>(49,435.00)</u>
Net Cash used by Financing Activities	<u>(95,604.07)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS \$ (1,637,621.20)

CASH AND CASH EQUIVALENTS - BEG OF MONTH 43,226,120.02

CASH AND CASH EQUIVALENTS - END OF MONTH \$ 41,588,498.82

CASH AND CASH EQUIVALENTS CONSIST OF:

Sinking Funds	10,814,336.51
Construction Funds	-
General cash/temp cash investments	8,308,268.89
Reserved Cash	<u>22,465,893.42</u>
	<u>\$ 41,588,498.82</u>

Memo, City of Clarksville

To: Finance & Administration Committee

From: Laurie Matta, Chief Financial Officer

Subject: **Uncollectible Accounts Receivable**

Date: **August 25, 2020**

As per City Code (below) the CFO/Director of Finance has authority to write off any receivable determined by the CFO to be uncollectible up to \$5,000. For amounts in excess of \$5,000 but less than \$25,000 the F&A Committee has authority.

Sec. 1-503. - Director of finance—Powers and duties.

B (6) Shall have authority to take all actions necessary for the collection of debts owed the city consistent with general law; to include filing of suit in court through the city attorney, and to make adjustments or permit payment by installments when in the city's best interest; and to write off any receivable determined by the director to be uncollectible, unenforceable, or when the costs of collection will exceed any likely amount of recovery, as permitted by general law, as follows: for amounts of five thousand dollars (\$5,000.00) or less, upon the director of finance's own authority; for amounts greater than five thousand dollars (\$5,000.00) but equal to or less than twenty-five thousand dollars (\$25,000.00), upon approval of the finance and administration committee; and for amounts greater than twenty-five thousand dollars (\$25,000.00), upon approval of the city council.

In reviewing the collectability of our accounts receiving there are four (4) receivables that we have determined are uncollectible that are outside the CFO's authority. I am requesting the below listed invoices to be written off due to being time bared for collections. The City has three (3) years to collect on a claim when someone damages City property.

<u>Invoice Date</u>	<u>Amount</u>	<u>Name</u>	<u>Description</u>
12/10/2009	\$6,254.43	Bobby Yarbrough	Damage to an officers vehicle
3/19/2010	16,598.33	Marshus Brewer	Damage to an officers vehicle
12/22/2010	10,313.85	Anthony Mycio	Damage to B&C Vehicle
10/6/2015	23,653.77	Wilkins William	Damage to Traffic Light Box

Lastly, the City acquired a parcel by default at tax sale that had significant clean up liens from 2011 through 2016. Habitat for Humanity would like to place a caretaker for a family member in need residing next to the parcel located at 10 Jamestown Place. Habitat can pay a minimum of \$7,000 for the parcel, Habitat is voting on the final payment amount at their meeting on August 25, 2020. Any remaining balance of taxes owed would be paid by Community Development. This would put the property back on the tax records. At the time of the tax sale, the parcel was valued at \$13,886 in 2016. The current market value is \$26,000 the liens total \$18,376.92. The outstanding taxes and liens have made the parcel unattractive to purchasers.

ORDINANCE 21- 2020-21

AN ORDINANCE WAIVING CREDIT CARD PROCESSING FEES FOR COMMUNITY DEVELOPMENT

WHEREAS, In accordance with Title 9, Chapter 1, Section 108 of *Tennessee Code Annotated*, the City of Clarksville is provided with the ability to receive payment by credit card or debit card; and

WHEREAS, *TCA 9-1-108* currently states any municipal entity collecting payment by credit/debit card “shall” set and collect a processing fee. Also, provided for is a waiver of the processing fee by the governing body; and

WHEREAS, Under certain situations, generally where a consumer is paying for a service or the processing fees may limit the ability to utilize a credit card, the costs associated with credit/debit card acceptance is included as a normal cost of operations. A waiver to collect processing fees is required; and

WHEREAS, Community Development is in the process of implementing acceptance of credit cards for loan payments through their housing program.

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

The City waives the requirement to collect credit/debit card processing fees for citizens making loan payments for programs in our Community Development Department.

BE IT FURTHER ORDAINED:

This waiver in no way prohibits a City Department from changing their credit card acceptance model to include credit/debit card processing fees.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

ORDINANCE 23-2020-21

AN ORDINANCE AUTHORIZING SALE OF PROPERTY LOCATED AT 10 JAMESTOWN PLACE
TO HABITAT FOR HUMANITY FOR COMMUNITY DEVELOPMENT

WHEREAS, the Community Development Committee was established by the Mayor and City Council to identify community needs and to recommend affordable housing programs for community development and;

WHEREAS, Community Development Block Grants help communities provide decent housing, a suitable living environment, expanded economic opportunities, principally for persons of low and moderate income; and

WHEREAS, Housing and Urban Development awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services; and

WHEREAS, the City proposes to have the city sell the property located at 10 Jamestown Place (Map, Group and Parcel 043K B 02400 00) to the Habitat for Humanity of Montgomery County, Tennessee, Inc.; and

WHEREAS, providing housing for low-income families is consistent with the goals and objectives of the Community Development Block Grant program.

WHEREAS, any balance of delinquent property taxes due to Montgomery County or the City of Clarksville not covered by the purchase price are to be paid from the Community Development Department of the City.

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

That the Clarksville City Council hereby authorizes sale of property located at 10 Jamestown Place to Habitat for Humanity of Montgomery County, Tennessee, Inc. for no less than seven thousand (\$7,000) dollars.

RESOLUTION 21-2020-21

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE AND MONTGOMERY COUNTY PERTAINING TO THE DIVISION OF 2020 BYRNE JUSTICE ASSISTANCE GRANT FUND ALLOCATIONS AND THE ADMINISTRATION AND USE OF SUCH FUNDS

WHEREAS, a combined, disparate allocation of funds of \$58,694 from the 2020 JAG Program to the City of Clarksville and Montgomery County establishes the need for a joint JAG Program Award Application; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Clarksville City Council finds it to be in the best interest of the City to approve the 2020 Byrne JAG interlocal agreement with Montgomery County.

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

1. That the City of Clarksville agrees to provide Montgomery County \$17,608.20 from the JAG award for the 2020 Clarksville-Montgomery County Law Enforcement Program, and
2. That Montgomery County will use \$17,608.20 for the Law Enforcement Program no later than September 30, 2023; and
3. That the City of Clarksville shall be the applicant, fiscal agent and subrecipient monitor for the 2020 Byrne Justice Assistance Grant; and
4. The Clarksville City Council hereby authorizes the interlocal agreement attached hereto as Exhibit A; and
5. That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TN AND
THE COUNTY OF MONTGOMERY, TN
REGARDING THE
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ____ day of _____, 2020, by and between The COUNTY of Montgomery acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of Clarksville acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Montgomery County, State of Tennessee, witnesseth:

WHEREAS, the CITY receives a direct award based on violent crime data but the COUNTY does not qualify for a direct award. The two agencies are considered disparate jurisdictions since the COUNTY provides criminal justice services to the CITY, thus requiring the CITY to share its allocation with the COUNTY; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$17,608.20 from the 2020 JAG award for the Law Enforcement Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to reimburse COUNTY a total of \$17,608.20 of 2020 JAG funds based upon expenditure records supplied by the COUNTY to the CITY.

Section 2.

COUNTY agrees to use \$17,608.20 for the Law Enforcement Program no later than September 30, 2023.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tennessee Governmental Tort Liability Act.

Section 5.

The CITY shall serve as Applicant, Primary Grantee and Fiscal Agent for the 2020 JAG Program Application. The COUNTY is a subrecipient and subject to subrecipient monitoring by the CITY as required under the grant. The CITY shall advise the COUNTY of balance available information on a periodic basis, and shall prepare all reports. The COUNTY shall submit claims/requests for distribution of COUNTY share of funds to the CITY for payment processing and provide such summary information as may be required for periodic reports.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

This interlocal agreement will become effective upon adoption of enabling resolutions by the governing bodies of both the COUNTY and the CITY, at which time the applicant shall proceed to accept the JAG grant award.

For the CITY OF CLARKSVILLE, TN:

Joe Pitts, Mayor

Date

For the COUNTY OF MONTGOMERY, TN

Jim Durrett, Mayor

Date

ORDINANCE 20-2020-21

AN ORDINANCE AMENDING PART II (CODE OF ORDINANCES), TITLE 13 (UTILITIES AND SERVICE), CHAPTER 3 (GAS, WATER, AND SEWER SERVICE) AND CHAPTER 4 (WATER AND/OR SEWER SERVICE TO PARTICULAR AREAS OR SUBDIVISIONS) THE CITY OF CLARKSVILLE RELATIVE TO CHARGES, DEPOSITS, PROGRAMS, ADJUSTMENTS, INSTALLMENT PLANS, AND SERVICE EXTENSION APPROVAL

WHEREAS, The City of Clarksville (Gas and Water Department) has extensively reviewed internal policies and the city code, as it pertains to customers' accounts and service and/or more specifically related to charges, deposits, programs, adjustments, installment plans, and service extension outside of city limits; and

WHEREAS, the current policies and city code hinders the department's ability to provide the level of customer service deemed necessary and/or operate efficiently or effectively; and

WHEREAS, the City of Clarksville (Gas and Water Department) wishes to modify its policies and the city code in order to provide an acceptable level of customer service and operate more efficiently and effectively; 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) and Chapter 4 (Water and/or Sewer Service To Particular Areas or Subdivisions), in its entirety, is hereby amended by deleting same in its entirety and substituting therefor the following:

Chapter 3 - GAS, WATER, AND SEWER SERVICE

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
Property Owners Account Program - water/gas	10.00/10.00
Security deposit	
Residential	

• Water and sewer	150.00
• Gas	200.00
Commercial water/gas	2x highest bill
Industrial water/gas	2x highest bill
Governmental entity, utility, or co-op gas	500.00
Credit Inquiry	6.00

Sec. 13-302. - Waiver of fees, penalties, and other charges.

- (1) The general manager of the department of gas and water, or his/her designee(s) made in writing, shall have authority to make monetary adjustments to customer accounts, and to waive fees and penalties incurred by customers, due to errors made by the department.
- (2) The general manager of the department of gas and water, or his/her designee(s) made in writing, may approve a one-time deposit waiver for a customer whose current account has been deactivated for non-payment. As this waiver is per customer and location, a change in customer's service location shall renew qualification for a one-time deposit waiver.
- (3) As determined by the mayor in writing, in cases of war, rebellion, insurrection, civil emergency, or natural or man-made disaster, the general manager of the department of gas and water may be authorized by the mayor to waive any and all service fees or penalties, and to dispense with the requirement of payment of a security deposit, and to allow the payment of any bills due for service through installment payments, and to suspend the deactivation of accounts or termination of services, for a reasonable period of time to be determined by the mayor, irrespective of any error made by the department, for customers who provide proof of substantial damages or harm to their real or personal property, or significant interruption of their business, due to war, rebellion, insurrection, civil emergency, or natural or made-made disaster, in form satisfactory to the general manager, or his/her designee(s) made in writing.
- (4) The general manager of the department of gas and water, or his/her designee(s) made in writing, shall have authority to make monetary adjustments to residential customer accounts, and to waive fees and penalties incurred by said customers, which are the result of the customer inadvertently and by whatever means, directing the application of a payment to an account other than the intended account. Provided however that said payment is in an amount sufficient to satisfy all amounts due on customer's account and further provided that said customer has remained in good standing, to mean no late fees assessed, in the immediately preceding 12-month period. Request for an adjustment must be made within thirty (30) days of the fee or penalty being applied to the account.

Sec. 13-303. - City not liable for failure or condition of service.

According to its source of supply and the condition of its water system, the city will make reasonable effort to furnish water to its consumers. But the city makes no guarantee to anyone as to supplying water nor its condition and it shall not be liable to anyone for any loss or failure or interruption of the supply of water, gas, and sewer service or its condition.

Sec. 13-304. - Authority to curtail or refuse service.

The city reserves the right to restrict, curtail, or refuse water, gas, or sewer service for good and sufficient reasons.

Sec. 13-305. - Ownership and maintenance of gas and water meters.

All gas and water meters hereafter installed, whether within or without the corporate limits of the city, shall be owned, serviced, and maintained by it. All meters whether or not owned by the city, used for measuring gas or water furnished by it, shall be subject to the city's inspection at all times, and shall be maintained, serviced, and repaired by it.

Sec. 13-306. - Tampering with equipment or meters.

- (1) No authorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any equipment, structure, appurtenance, or water or gas meter which is part of the water and/or gas department works of the City of Clarksville.
- (2) Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. Any customer, or his or her designee, found violating this provision shall be subject to related fees, disconnection of related service and/or held liable for damages produced by such actions.

Sec. 13-307. - Right to inspect property.

Insofar as its rights and liabilities are concerned, the city shall have the right at reasonable hours to inspect properties to which it supplies water, gas, and sewer service.

Sec. 13-308. - Application for service; service fees; security deposits; property owners account program; interdistrict fees; outstanding balances.

- (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, as determined by current customer service software. 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 may be charged to each new customer and/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. The following security deposit criteria shall be applicable for each customer class:
 - (a) Residential: 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. Any inactivation of the customer's account for nonpayment shall be cause to restart the computation of the four-year time period for return of a customer's security deposit. A change in customer's service location shall not interrupt accumulation of continuous years of payment history.
 - (b) Commercial/Industrial: Upon application for service by a new commercial or industrial customer, a security deposit shall be payable in one lump sum. All commercial and/or industrial customers will be required to pay a security deposit for each water and/or gas service, including each location of a chain-type business or similar businesses owned by same individual(s), company, and/or corporation. Said security deposit shall be the greater amount of either two (2) times the highest billed or estimated month amount or \$250.00 for water and/or \$500.00 for gas. Two (2) times the highest billed or estimated month amount shall be determined by billing history of previous owner of same or similar business, similar chain-type business at different location, and/or engineering/plumbing estimate submitted for site/utility plan. Said security deposit will be maintained for the lifetime of the service, to be credited and/or returned only upon termination of said service.
- (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) Upon application of a property owner and/or property manager, the general manager for the department of gas and water, or his/her designee(s) established in writing, may enter into an agreement with said property owners and/or managers automatically transferring responsibility of active services from a departing tenant to said property owner and/or manager. Upon execution of agreement, the owner/manager agrees to pay a security deposit, in full, for each water and/or gas service established. No installment payments shall be allowed. Upon execution of agreement, the

owner/manager agrees to pay the property owners account program fee, per gas and/or water service, for each account meter to be read, service left on, and account transferred into owner's/manager's name when at such time a tenant properly terminates said service(s). Upon execution of agreement, the owner/manager shall be responsible for all usage, including all associated charges and fees, once a tenant notifies the gas and water department to terminate service(s). If a service in a tenant's name is deactivated for nonpayment, normal services fees shall apply. If a service in an owner's/manager's name is deactivated for nonpayment, normal services fees shall apply and a security deposit shall be charged. If any account in a property owner's/manager's name, and associated with this property owners account program, remains unpaid exceeding thirty (30) days beyond the billing due date, all normal fees and security deposits shall apply and all properties in said owner's/manager's name, and within said program, will be immediately removed from the property owners account program.

- (5) 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.
- (6) All customers shall be required to pay any and all outstanding balances from existing and/or past accounts, in perpetuity, prior to being allowed to establish service.

Sec. 13-309. - Fee for new connections; service line.

- (a)
 - (1) The city shall charge connection fees for each metered customer added to the water and/or sewer system. Connection fees for all new construction shall be due and payable at the time the plumbing permit for connecting the structure to the outside water and/or sewer service is issued. No such permit shall be issued unless the connection fee is paid first. The following schedules shall be used for the various classifications of customers.
 - (2) Water and sewer connection fees for all new residential construction shall be based on the number of square feet of heated living area contained by the new construction. The area is to be computed as defined by the Veterans Administration. Mobile homes and other prefabricated structures that are moved onto a building site shall also be classified as new residential construction for this purpose. The fee per unit shall be as follows:

New residential construction water connection fee: Twenty cents (\$0.20) per square foot.

New residential construction sewer connection fee: Eighty cents (\$0.80) per square foot.
- (b) If inspection reveals a misrepresentation or understatement of the actual area of the permitted structure by an amount greater than five (5) percent, an adjustment of the fee shall be made and the additional area shall be charged to the holder of the building permit at twice the normal rate.
- (c) Water and sewer connection fees for existing residential construction and for new and existing commercial and industrial construction shall be based on the size of the primary water meter(s) serving the customer according to the following schedule:

		Sewer Connection Fee	
Meter Size	Water Connection Fee	New Construction	Existing Construction
¾"	\$ 400	\$ 800	\$ 600
1"	800	1,500	1,000
1½"	1,200	2,500	2,000
2"	1,800	4,000	2,500
3"	2,500	5,000	3,000
4"	3,500	8,000	5,000
6"	6,000	12,000	8,000
8"	10,000	20,000	15,000

(d) (1) Secondary meters, yard, and irrigation meters: In addition to the primary meter supplying the customer, meters may be installed to record water flows such as for yard irrigation which do not enter the sewer system and consequently these flows do not result in a sewer charge. Secondary meters may also be installed to separate flows that formerly went through one meter such as when a master meter for an existing apartment complex is replaced by individual meters. Each additional meter is charged only the following fee.

(2) Water connection fee for yard/irrigation meters for new and existing construction and for other secondary meters that are added to existing customers to separate flows for billing purposes:

Meter Size	Meter Fee
¾"	\$200.00
1"	250.00
1½"	500.00
2"	800.00

3"	2,000.00
4"	3,500.00
6"	5,000.00

- (e) (1) Connection fees are not charged where existing services are being replaced unless such replacement results in an increase of meter size in which case a fee is charged equal to the difference between the connection fees for the original meter size and the fee for the new meter size.
- (2) Connection fees are not charged where the applicable service is connected directly to a water or sewer main installed with Federal Community Development Grant funds.
- (3) The above connection fee prices include the cost of the meter and the charge for tapping the main where applicable. The city shall make all water and sewer taps on mains that have been accepted by the city for operation and maintenance. The customer shall be responsible for all excavation, provision, and installation of tap materials, and backfilling. Taps on new main installations not yet accepted by the city shall be made by the installing contractor.
- (f) In cases where a tap on a city main is made without the requirement for a meter, such as for main extensions or a fire service line, a connection fee is charged as follows:

Water Tap Size	Fee
$\frac{3}{4}$ "	\$150.00
1"	200.00
2"	250.00
3"	300.00
4"	350.00
6"	450.00
8"	650.00
10"	750.00

- (g)
 - (1) Buildings requiring a fire service line six (6) inches in size or less, shall be required to pay a connection fee as set forth in subsection F above. A backflow prevention device meeting the requirements of Title 8, Section 8-407(2), (3) of the Clarksville Municipal Code shall be installed at the property boundary and become part of the fire system. The chief utility engineer, at his sole discretion, may require the fire line be metered when it is determined to be in the city's best interest to do so.
 - (2) Buildings requiring a fire service line greater than six (6) inches shall be required to meter such service as well as meet the requirements of subsection (g)(1) above and pay a connection fee based on cost plus ten (10) percent. The cost includes the cost of the meter, all appurtenances, and a tapping fee as established in subsection F above.
 - (3) All fire service lines shall be separate and independent of any other water service line to the property/building.
- (h) Connections to city water mains by manipulating valves and adding fittings may be performed only when approved by the city engineer. Such approval shall not relieve the contractor of notifying any affected customer, nor of any other associated liability. Such connections shall be without charge unless a meter is required, in which case the appropriate water connection fee will be charged to the individual installing the meter set-up.
- (i) Meter box fees will be charged for all new meter installation including secondary meters based on actual cost plus ten (10) percent.
- (j) Connections to city sewer mains or manholes for the purpose of extending a main or replacing a service shall not be subject to a connection fee. Any new service extending from such a main or manhole shall be subject to the appropriate sewer connection fee. When a sewer tap is required on an existing main, it will be made by the city. The cost of such sewer tap is considered to be included in the applicable connection fee. If a tap is required to replace an existing service, an additional connection fee is not charged, but a tapping fee of fifty dollars (\$50.00) shall be charged.
- (k) Natural gas service and main extensions.
 - (1) Customers that have an existing service line up to their premises will only have to apply for proper permit and pay connection fee. Add-ons to present meters will be limited to permit and connection fee requirements.
 - (2) Customers' requests for relocation of mains, service lines, meters, or other services will be honored by the gas department. Property owners or contractors will be charged total costs for this type work.
 - (3) For each gas service connection, the customer shall apply for service at the Clarksville Gas and Water Department and pay twenty-five dollars (\$25.00) for each service line application. This application fee will be refunded if the customer wishes to withdraw their application. The application fee may be transferrable to the connection fee, if the tenant is the person whose name appears on the application.
 - (4) For new service line requests, the customer or contractor shall be required to pay a gas service connection fee plus a tapping fee of one hundred fifty dollars (\$150.00), which includes the first one hundred fifty feet (150) of the gas service line from the main to the meter as follows:

Service line size:

$\frac{3}{4}$ -inch and 1-inch—for base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service line.

$\frac{3}{4}$ -inch and 1-inch—For less than base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service lines. No refunds of tapping fee will be made to the customer.

Larger than 1-inch—The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged the actual cost to install the additional service line.

- (5) Base-load gas installations: For the purpose of determining who qualifies for base-load gas incentives, the base-load gas installation is defined as follows:

Residential: Water heating, gas air conditioning, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Commercial: Water heating, gas air conditioning, cooking, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Industrial: Water heating, gas air conditioning, or in the processing of manufacturer's materials or goods (to adequately increase base-load requirements) as deemed acceptable by the manager gas division.

Incentives: New residential/commercial customers who install new base-load gas appliances will be offered incentives per gas appliance. Existing customers who change over from electric/propane to base-load gas appliances will be offered the same incentives per gas appliance. The manager of the gas division and the general manager of the gas and water department shall offer these incentives throughout the year and for scheduled time periods as deemed appropriate by the manager of the gas division and the general manager of the gas and water department and approved by the mayor and the public utilities committee.

- (6) Main extensions for City of Clarksville: The first three hundred (300) feet will be installed at no cost to the customer. Any footage installed in excess of three hundred (300) feet will be required to make a contribution in aid of construction equal to three dollars (\$3.00) per foot. No refunds will be made for future customer connections to the gas main.
- (7) Main extensions for outside City of Clarksville: The first two hundred (200) feet will be installed at no cost to the customer. Any footage installed in excess of two hundred (200) feet will be required to make a contribution in aid of construction equal to five dollars (\$5.00) per foot. No refunds will be made for future customer connections to the gas main.

- (8) Main extensions for large commercial or industrial customers: Gas service lines or gas main extensions to large commercial or industrial customers that require service line or gas main extensions, additions, or improvements to the Clarksville Gas Department's distribution system will be furnished by the gas department if the main extension is deemed economically feasible by the manager gas division and/or general manager of Clarksville Gas and Water.
- (9) Main extensions—General:
- a. Customers who sign up for a main extension must be prepared to receive flowing gas through their meters within one hundred eighty (180) calendar days. If the customer does not meet this requirement due to environmental or geographic constraints, then he may request a thirty-day extension from Clarksville Gas and Water. If the customer does not have gas flowing through his meter within the required time frame, then the customer shall bear the entire cost of the main extension.
 - b. The Clarksville Gas Department reserves the right to determine the size of all gas main extensions. Gas main costs to the customer shall be based upon a two-inch polyethylene gas main. All gas mains installed larger than two (2) inches in diameter, or gas mains installed made with steel, are installed for the future benefit of the gas system or to improve pressure. When an extension requires a gas main in excess of two (2) inches in diameter or one made of steel, the Clarksville Gas Department will pay the difference between the cost of a two-inch polyethylene gas main and the actual cost of the new gas main to be installed.
 - c. All gas main extensions, additions, or improvements shall become the property of the Clarksville Gas Department, as they are installed, even though all or some part of the cost thereof is paid by parties other than the Clarksville Gas Department.
- (10) New subdivisions City of Clarksville: The gas department will install distribution mains within new subdivisions if an agreement between developer, home builder, and the gas department can be finalized, guaranteeing that a sufficient number of housing units will be installed to meet the following requirements:
- a. Housing units will meet the definition of base-load gas installation.
 - b. Housing units will be constructed within piped areas designated for natural gas use.
 - c. A minimum of one housing unit will use natural gas for each three hundred (300) feet of main installed to serve the subdivision.
 - d. Certain areas within the subdivision may be designated for natural gas use.
- The manager gas division and/or the general manager of Clarksville Gas and Water can approve exceptions or variances to these requirements.
- (11) The manager gas division and the general manager of [Clarksville] Gas and Water shall only authorize service to subdivisions outside the City of Clarksville where it is an economical advantage to the City of Clarksville to do so. Service to subdivisions that is not economically advantageous to the City of Clarksville, but may have other advantageous value, may be approved by the gas, water and wastewater committee of the city council. Service lines into subdivisions shall be installed under the guidelines set previously in this policy.

(12) The gas department, at its discretion, may install segments of distribution piping that would be an asset for future development. The gas department reserves the right to refuse service to any customer under this policy who is remotely located from existing facilities that service would not be economically feasible.

(13) Refund policy:

- a. Customers who make contributions in aid of construction shall not be entitled to refunds from main extensions (for additional customer additions to main) under the new main extension policy.
- b. Refunds for customers who made contributions in aid of construction prior to the new main extension policy and Ord. No. 7-1997-98, but after Ord. No. 4-1990-91, will be due refunds as follows:
 - (i) Customers who make contributions in aid of construction shall be entitled to refunds, if within three (3) years after construction additional customers services are connected to their specific gas main extension. In no case shall the customer making the payment be refunded more than he paid. The amount of the refund shall be two hundred dollars (\$200.00) for each additional total gas customer and one hundred dollars (\$100.00) for each less than total gas customer. If more than one customer makes contributions in aid of construction, the total refund shall be proportionately divided according to the original contributions.
 - (ii) There shall be no duplication of reimbursements, i.e., customers added to additional extensions of a gas main shall be a part of a separate contract and not included in calculating reimbursements for the initial extension.
 - (iii) The previous policy and its reimbursement features are effective only for mains that are extended subsequent to the effective date of Ord. No. 4-1990-91 and prior to this new main extension policy and Ord. No. 7-1997-98.

(14) A customer requesting the installation of an excess flow valve will be responsible for the payment of the actual cost associated with the installation of the excess flow valve and cost associated with the maintenance, if any, of the excess flow valve.

(I) Hazelwood Drainage Basin (HDB):

- (1) A special sewer assessment district is hereby established to be known as the Hazelwood Drainage Basin (HDB) and more fully defined as the general area outlined on exhibit "A." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be one thousand five hundred dollars (\$1,500.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.

- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel Room (each)	One-half ($\frac{1}{2}$) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half ($\frac{1}{2}$) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space
Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Hazelwood Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

(m) Oakland Road Drainage Basin:

- (1) A wastewater drainage basin is hereby established to be known as the Oakland Road Drainage Basin and more fully defined as the general area outlined on exhibit "B." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be two hundred seventy-five dollars (\$275.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.
- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel room (each)	One-half (½) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half (½) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space

Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Oakland Road Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

Sec. 13-310. - Reserved.

Sec. 13-311. - Compliance with building code required.

No water, gas, or sewer service from the city's distribution system shall be made available to any buildings hereafter constructed within a radius of five (5) miles of the corporate limits that do not conform to the city's building code. All private gas, water, and sewer services, for any buildings, to include residential structures, served by the city's distribution or collection systems, shall be inspected by the city's building codes department.

Sec. 13-312. - Water and sewer rates; basis for charges; surcharges.

- (1) *Water rate schedules.* Effective July 1, 2008 a customer charge shall be charged each month based on meter size in accordance with water rate schedule A, section II. In addition usage fees shall be charged in accordance with water rate schedule A, section I.

The following definitions shall be used to determine the applicable rate code:

Residential service means single private residences, including separate private units of apartment houses and other multiple dwellings, actually used for residential purposes, which are separately metered. A dwelling shall be considered nonresidential which has more than one apartment or condo on the same meter. A residential dwelling shall be considered commercial if in the water department's judgment such dwelling and/or usage is identifiable as being used primarily (more than fifty (50) percent) for business or professional purposes.

Commercial service and small industrial means customers engaged in selling, warehousing, or distributing a commodity or service in some business activity or profession or in some other form of economic or social activity. For example, and not by way of limitation, all local, state and federal governmental agencies, any organizations or institutions whether profit or non-profit, with uses other than those involving industrial or residential requirements are classified as commercial customers. Also included are offices, stores, schools, dormitories, hotels, restaurants, apartment houses, religious institutions, orphanages, clubs, boarding and rooming houses, communes, motor courts, camps, and rehabilitation organizations.

Industrial service means customers primarily engaged in a process that creates or changes raw or unfinished materials into another form or product, including the generation of electric power and who's usage exceeds a minimum of seven hundred fifty thousand (750,000) gallons of water per month as averaged over the previous twelve (12) months. Should the usage fall below seven hundred fifty thousand (750,000) gallons per month the customer shall be reclassified as a commercial service and small industrial customer and charged accordingly. The customer will be eligible for reclassification following twelve (12) consecutive months of water usage in excess of seven hundred fifty thousand (750,000) gallons of water per month.

WATER RATE SCHEDULE A
WATER RATES AND FEES
EFFECTIVE AUGUST 9, 2008

Section I. Usage Fees (per 1,000 gallons):

Residential	(Inside City)	\$3.54
	(Outside City)	\$7.08
Commercial	(Inside City)	\$3.54
	(Outside City)	\$7.08
Industrial	(Inside City) Rate shall be based on the latest audited operation and maintenance cost for production and supply (including the greater of depreciation or debt service principle).	
	(Outside City)	1.3 times inside city Industrial rate

Section II. Customer charge (per month):

Meter Size	
Up to ¾"	\$3.00
1"	5.00
1½"	10.00
2"	16.00
3"	44.00
4"	84.00
6"	175.00
8"	175.00
10"	175.00
12" or larger	Negotiated

- (2) *Basis for sewer charges.* The volume of water usage shall be the basis for sewer usage charges unless special metering is installed by the customer, with the prior approval of the utility department, to otherwise determine the volume of water that is being discharged to the sewer. The customer shall be responsible for the maintenance and accuracy of said meter. In the event of a discrepancy in the volume of wastewater metered by said device, the combined volume of potable water measured during the billing period shall be used as the basis for the sewer charges.
- (3) *Sewer rate schedules.* The charge for sewer usage or availability shall be in accordance with the following rate schedules:

For residential, commercial, and small industrial customers:

	Per 1,000 gallons (Effective July 1, 2013 to June 30, 2014)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.14	\$11.44
All over 2,000	6.14	10.23

	Per 1,000 gallons (Effective July 1, 2014 to June 30, 2015)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.73	\$12.53
All over 2,000	6.73	11.20

	Per 1,000 gallons (Effective July 1, 2015 to June 30, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 7.37	\$13.72
All over 2,000	7.37	12.26

	Per 1,000 gallons (Effective July 1, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 8.07	\$15.02
All over 2,000	8.07	13.43

The minimum bill per month shall be based on two thousand (2,000) gallons.

All industrial customers using a minimum of three hundred thousand (300,000) gallons of water per month shall be charged a rate per one thousand (1,000) gallons based on the cost per one thousand (1,000) gallons for operation, maintenance, and replacement of the sewer treatment plant according to the latest audit. This rate will be automatically revised each year upon receipt of the annual audit to reflect any changes.

Outside city industrial customers:

First 300,000 gallons 1.3 x inside city industrial rate

Next 700,000 gallons 1.2 x inside city industrial rate

Next 2,000,000 gallons 1.1 x inside city industrial rate

All over 3,000,000 gallons 1.0 x inside city industrial rate

The minimum monthly bill for the industrial rate will be based on three hundred thousand (300,000) gallons.

(4) Reserved.

(5) *Surcharge*. The surcharge for persons discharging excessive quantities and concentrations as established in the sewer use ordinance shall be as follows:

*Surcharge
per pound*

BOD in excess of 300 mg/l \$0.08

Suspended solids in excess of 325 mg/l 0.08

Oils and grease in excess of 100 mg/l 0.08

(6) *Review of charge system*. The water and sewer use charge system shall be reviewed annually and revised periodically by the city council as required in order to generate sufficient revenue to pay for the cost of operation, maintenance, and replacement of the water and sewer systems.

- (7) *Environmental compliance fee.* Each sewer customer shall be charged an environmental compliance fee of three dollars (\$3.00) per month effective July 1, 2005, four dollars (\$4.00) effective July 1, 2006, and five dollars (\$5.00) per month effective July 1, 2007. This fee is to be charged to each sewer customer in addition to their normal sewer usage and without regard to the volume of sewerage generated by the customer. It is intended to generate funds to offset mandated environmental expenses of the sewer system that do not otherwise lend to generating revenues.
- (8) *Backflow prevention testing fee.* Each commercial, industrial and residential customer who is required under section 8-407 to install and maintain a backflow prevention device shall be charged a backflow prevention testing fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new and annual backflow prevention tests. The first re-inspection of failed backflow tests will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.
- (9) *Grease management inspection fee.* Each customer who is required under section 13-702 to install and maintain a grease trap and/or inceptor shall be charged a grease management inspection fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new, semi-annual and annual inspection. The first re-inspection of a failed inspection will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.

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 due 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 10th day following the due 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 due date of the bill, being 30 days following the calculation of such, or as otherwise may be agreed upon by the city and the other governmental entity in a written agreement.

Sec. 13-314. - Bill adjustments for water and/or gas leakage, installment plans, lawn watering, pool filling, etc.

The gas and water department may adjust bills as circumstances require, using the minimum cost established by audit and/or calculations as described below:

- a) *Water leakages.* Upon application of a customer, the department of gas and water may make adjustments to a customer's sewer bill for water leaks occurring through the customer's piping, in cases where it can be determined that said water leakage did not actually enter the sewer system. Adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Two (2) adjustments per twelve (12) month period may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The general manager for the department of gas and water, or his/her designee(s) established in writing, may approve an installment plan for payment of a customer's bill in cases involving a leakage adjustment. No water leakage installment plan shall continue for longer than six (6) calendar months. Prior to making any such adjustment and/or installment plan, the customer shall be required to provide documentation to prove that the leak has been repaired.
- (b) *One-time high water bill installment plan.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may approve an installment plan for payment of a customer's water bill in cases involving unexplained water usage three (3) times the previous twelve (12) months monthly average usage. One (1) installment plan per account may be allowed per twelve (12) month period, which may include a maximum of two (2) consecutive billing cycles. No one-time high water bill installment plan shall continue for longer than six (6) calendar months.
- (c) *Back billing installment plan.* Upon application of the customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, shall approve an installment plan for payment of a customer's water bill in cases involving back billing of previously unbilled usage. A back billing installment plan shall be allowed for a period of time equal to, but no longer than, the determined extent of time taken to accrue the calculated amount of unbilled usage.
- (d) *One-time lawn watering.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of establishing the lawn of a newly constructed home or re-establishing the lawn of an existing home. One adjustment may be allowed for the contractor, during construction of said home, and one for the customer, after account has been transferred into said customer's name. This adjustment is only valid within the first year of owning a new or existing home. Proof of purchase of seed or sod must be provided.
- (e) *Pool filling.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of filling a swimming pool. One (1) adjustment per calendar year may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The meter-readings at the beginning and conclusion of the pool filling or the gallon capacity of the pool shall be requested from the customer. In the event that the customer cannot provide this information, adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of

usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Fish ponds, hot tubs, kiddie pools, fountains, pet or animal waterers, power washers, and like types of structures and/or uses are excluded from qualification for this adjustment.

- (f) *One-time pool repair.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for additional water used in association with a swimming pool repair. As one adjustment may be allowed per customer and location, a change in customer's service location shall renew qualification for this one-time adjustment. Proof or documentation of repair must be provided.
- (g) *Gas leakages.* There shall be no adjustment made to a customer's gas bill for natural gas leaks. In cases where the gas service is off, locked, and the service valve does not hold, the gas charge may be adjusted off by general manager for the department, or his/her designee(s) established in writing.

Sec. 13-315. - Authorization for pass through adjustment.

The CGW Chief Financial Officer and the Gas Manager are hereby authorized to pass gas cost adjustments on to customers, whether increases or decreases, from the supplier of the city gas system to maintain the balanced efficiency of the gas department.

The PTA adjustment is intended to assure that the city gas and water department adjusts for these volatile changes in the commodity cost of gas.

The "commodity" cost of gas is the city gas and water department monthly city gate cost of gas. This includes the actual gas cost plus the interstate pipeline volumetric and storage costs involved in transporting the gas from the source of supply to our city gate regulator station.

The PTA will be calculated monthly on the last business day of each month to be applied to the first billing that follows.

Any balance over or under recovery of gas cost at the end of each month may be passed through the subsequent month PTA accordingly.

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 \$12.050

Usage charge (per 100 cf) \$0.088

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).

Sec. 13-317. - Firm and interruptible transportation.

- (a) *Firm transportation.*

Availability: To be eligible for firm transportation service under this section, customers must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas;
- (4) The customer must have executed a written notice of election to receive firm transportation service under this ordinance for a minimum term of twelve (12) months;
- (5) The customer must have executed a Natural Gas Firm Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of firm transportation service to eligible customers; and
- (6) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be trued-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Rates: For each month of service provided during the term of the Natural Gas Firm Transportation Agreement the customer shall pay the rates set forth in that agreement and under section 13-316(2), including charges for firm transportation, for authorized interruptible overrun service, for daily and monthly balancing and for certain charges imposed by third parties.

Minimum bill: For service rendered under this section, the minimum monthly bill shall be the monthly demand charge as set forth in section 13-316(2) and shall be applied to the level of the customer's maximum daily quantity, which quantity will be the same for each month for the term of the Natural Gas Firm Transportation Agreement and will be set forth in that agreement.

Contract period and billing: Contracts shall be for a minimum period of one (1) year. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's written permission during the contract period.

(b) *Interruptible transportation.*

Availability: To be eligible for interruptible transportation service under this section, a customer must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service and must not displace firm load;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must maintain in a usable condition facilities for substitute fuels or otherwise make provision for the curtailment of gas service and must agree to use such substitute facilities or other provision for curtailment of gas service in order to curtail the use of gas up to one hundred (100) percent of the customer's requirements immediately upon oral notice from the department, and after such curtailment to refrain from increasing the use of gas until permitted to do so by the department;
- (4) The service is not available for residential load;
- (5) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas at its plant when not curtailed by the department;
- (6) The customer must have executed a written notice of election to receive interruptible transportation service under this ordinance for a minimum term of twelve (12) months;
- (7) The customer must have executed a Natural Gas Interruptible Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of interruptible transportation service to eligible industrial and commercial customers; and
- (8) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be trueed-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Minimum bill: For service rendered under this interruptible transportation rate schedule, the minimum monthly bill shall be as set forth in section 13-316(2). However, in order to remain eligible for service under this ordinance, the customer must maintain the minimum volume requirements

for the availability of interruptible transportation service set forth in this section during the term that the service is provided. If the customer fails to maintain such minimum volume requirements during the term of the interruptible transportation service, the department may terminate the availability of service under this ordinance.

Contract period and billing: Contracts shall be for a minimum period of one (1) year with monthly payment for service taken. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's permission during the contract period.

Penalty for unauthorized use: In the event a customer uses gas in excess of the daily volume allowed by the department during a curtailment period, the customer shall pay the amounts set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer. Each such unauthorized use of gas, whether occurring in the same month or in different months of a contract year, shall be subject to a separate penalty.

Daily transportation balancing charges: Customer shall pay a daily transportation balancing charge to the department as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer for variances between the quantities that the customer has scheduled for transportation and the quantities that the customer uses at its plant each day. Customer understands and acknowledges that any takes of gas by customer at its plant on any day that are at variance with customer scheduled quantities on TGP for that day shall be accounted for by TGP as a variance amount under TGP's FERC Gas Tariff and Clarksville's Rate Schedule FT G service agreement with TGP and are subject to the daily load balancing provisions set forth in Section 8 of that rate schedule. As a result, any variance between the quantities of gas redelivered to customer as measured at the meter at customer plant, plus shrinkage, and the quantities of gas scheduled by customer on TGP for delivery to Clarksville, will be automatically injected into or withdrawn from Clarksville's contract storage under its FS MA firm storage agreement with TGP, as applicable for under takes or over takes, respectively. Accordingly, Clarksville shall charge and customer shall pay the daily transportation balancing charges set forth in Section 4.2 of the agreement as compensation to Clarksville for performance of this daily balancing service. The parties understand and recognize that customer intends to schedule on TGP for delivery to Clarksville daily transportation quantities at the beginning of each month that are somewhat in excess, but not greater than ten (10) percent in excess, of customer projected average daily use of gas at the plant, exclusive of shrinkage. It is the parties' intent that through this scheduling protocol, customer shall not at any time take gas supplies owned by Clarksville through automatic withdrawals from Clarksville's FS MA storage or otherwise. In the event customer on any day takes gas in excess of its scheduled quantities and it has not previously built up a balance of gas in Clarksville's FS MA storage sufficient to serve such takes as required by Section 2.4(a) of the agreement, Clarksville shall charge customer a penalty of five dollars (\$5.00) per Mcf in addition to any gas commodity cost, without limitation as to other rights and remedies that Clarksville may have under this agreement. Likewise, if on any day Clarksville takes gas belonging to customer, customer shall charge Clarksville a penalty of five dollars (\$5.00) per Mcf, without limitation as to other rights and remedies that customer may have under this agreement. In addition, customer shall not schedule gas on TGP for delivery to Clarksville in excess of its requirements at the plant such that the cumulative total of gas injected into storage less gas withdrawn from storage exceeds five (5) percent of customer average monthly requirements. In the event customer does so, Clarksville shall charge customer a penalty of fifty cents (\$0.50) per Mcf of such excess gas injected

into storage each day such excess remains in storage. Such charges shall be in addition to all other remedies that Clarksville has and actions Clarksville may take to bring customer back into balance under this agreement.

Monthly gas balancing charges: Monthly balancing of quantities of gas owned by the customer and delivered to the department and the quantities of gas used by the customer and charges associated with such balancing shall be as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer.

The customer understands and recognizes that while variances between customer takes of gas as measured at the meter at its plant, plus shrinkage, and customer scheduled quantities on TGP for delivery at Clarksville's city gate are to be balanced daily under the agreement with respect to the swing transportation and storage service described in Section 2.4(a) of the agreement, and that the resulting daily transportation balancing charges under Section 4.2 of the agreement shall be assessed accordingly, balancing of the quantities of gas consumed by customer, plus shrinkage, and the quantities of gas scheduled for delivery on Clarksville's system by customer shall be performed monthly, not daily. This monthly balancing of the applicable quantities of gas shall be performed in accordance with the provisions of Section 4.3 of the agreement.

The charges and other provisions set forth in Section 4.3 of the agreement shall apply (i) if customer in any month has delivered more gas to Clarksville at Clarksville's city gate than customer has taken at the point of delivery exclusive of shrinkage (a "positive imbalance") or (ii) if customer in any month has delivered less gas to Clarksville's city gate than customer has taken at the point of delivery, plus shrinkage (a "negative imbalance"):

- (a) *Positive imbalances.* If customer at the end of any month has a positive imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to deliver the positive imbalance amount to customer at the point of delivery during the next succeeding month. If the positive imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect (i) to deliver the positive imbalance amount to customer during the next ensuing month or (ii) to pay customer a cash out amount equal to the "low price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (D), as amended.
- (b) *Negative imbalances.* If customer at the end of any month has a negative imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to require customer to make up the imbalance in kind during the next ensuing month. If the negative imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect to require customer (i) to make up the negative imbalance in kind during the next ensuing month or (ii) to pay Clarksville an amount equal to the "high price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (C), as amended.

- (c) *Notification.* At least ten (10) days prior to the end of any month, Clarksville shall notify customer by telephone and by fax which imbalance settlement option it has elected for the following month. Once a method has been selected, it will remain in place until further notice.

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 and 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 enter into and executes a written firm natural gas sales agreement with the City of Clarksville.

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 and 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 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 served 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.

Secs. 13-320, 13-321. - Reserved.

Sec. 13-322. - Voluntary designation of money to fund recreational programs, etc. as option on utility bill.

As part of its billing procedures, the gas, water and sewer department shall provide a method by which persons who receive services from the department may voluntarily designate an amount of money in excess of one dollar (\$1.00) to fund recreational programs, facilities, and activities in the City of Clarksville.

If a customer indicates a willingness to contribute any amount pursuant to this section, the amount designated by the customer shall be billed to the customer in the next billing cycle, and shall be remitted to, separately maintained and accounted for in the recreation special revenue fund in accordance with the provisions of Ordinance No. 61-1997-98.

Failure of a customer to honor any commitment made pursuant to this section shall not be grounds for termination of any services to the customer, nor shall the city pursue collection of any unpaid pledges by any manner whatsoever.

The gas, water and sewer department is hereby authorized to charge and collect an administrative fee for implementation of the provisions of this section in an amount not to exceed \$0.10 (ten cents) per transaction. For purposes of this section, "transaction" shall include any activity undertaken by the department to record an individual's intention to contribute to, and collect and remit any monies received in connection with such pledges.

Sec. 13-323. - Natural gas interruptible transportation agreement—Modifications.

The department, the mayor, and the utilities of the city council shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the natural gas interruptible transportation agreement entered into between the department and a specific industrial end use consumer that is eligible for and has elected to receive interruptible transportation service as the department, the mayor, and the utilities committee of the city council

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 served by the department.

Sec. 13-324. - Sewer backup claims.

- (1) *Purpose.* This section establishes city department of gas and water (hereafter "department") policy and procedures pertaining to payment of claims for sewer backups.
- (2) *Definitions.* As used in this section, "sewer backup" means any backup of sewage from the city owned and maintained sewer system. "Sewer backup" does not include storm water drainage system backups.
- (3) *General responsibility for maintaining sewer service lines.* The department is responsible for maintaining sewer lines, sewer mains, manholes, pump stations and force mains located on city rights-of-way, easements, and city owned property. Maintenance of sewer service lines from the city owned sewer system to a property owner's structure is the responsibility of the property owner.
- (4) *Payment of claims caused by sewer backup.* Subject to any order of a court or administrative tribunal of competent jurisdiction, and in accordance with and to the extent allowed by law, the city/department shall not be responsible for, shall not assume any liability for, and shall not pay any sewer service customer's claim for any damages or costs, direct or indirect, of whatever kind or nature whatsoever, associated in any manner with any sewage backup or blockage onto private property, unless such damages are caused by: (a) a dangerous or defective condition of the city sewer system located on land owned or controlled by the city, to include city rights-of-way and easements, and which such dangerous or defective condition the city/department had actual or constructive notice of prior to the occurrence of the sewer backup damage(s); or (b) the negligence of any city employee(s) acting within the scope of his employment, except as otherwise provided by law. It shall be the responsibility of the sewer service customer making a claim to submit sufficient and satisfactory evidence as determined by the city risk manager or city attorney to substantiate the claim.
- (5) *Procedure.* A department customer seeking to make a claim for sewer backup damages will be advised to submit a written claim to the city risk manager using claim forms as adopted by the risk manager. All claims must be filed within thirty (30) days of the incident/occurrence giving rise to the claim. The risk manager shall investigate the claim and may review same with the department general manager or his designee, and such others as the risk manager may determine appropriate, and may consult with the city attorney, and shall thereafter deny the claim, or approve payment of the claim in whole or in part, as is appropriate under the law and facts of each case and as consistent with the provisions herein, but any payment made shall not exceed the amount permitted by law. The risk manager authority to approve claim amounts shall be the same as that provided in the city internal service fund policy, and the city attorney shall have authority to approve the payment of any claim exceeding the authority of the city risk manager to the same extent as provided in the city internal service fund policy, and the gas and water committee of the city council shall have authority to approve payment of any claim exceeding the authority of the city attorney as established in the city internal service fund policy.

Sec. 13-325. - Authority to negotiate terms and to contract with large industrial consumers of large volumes of natural gas.

Notwithstanding any other provisions in the Official Code of the city to the contrary, the city, through the department of gas and water, shall have the authority to negotiate individual contracts with large industrial or business consumers of natural gas, pertaining to the provision, sale and/or transportation of large volumes of natural gas, and which such contracts may contain terms, provisions and conditions different from or in conflict with other City Code sections pertaining to the provision of natural gas service, to the extent permitted by state and federal law. All such contracts shall be approved by both the mayor and the gas and water committee of the city council or any successor committee or board with authority over the city's department of gas and water. Only those customers with a minimum annual average usage or expected usage of three thousand (3,000) dekatherm per day shall be eligible for consideration under this provision. This provision shall not be construed to require the city to enter into any contract, or to agree to any specific terms, conditions, or provisions, with any natural gas customer.

Chapter 4 - WATER AND/OR SEWER SERVICE TO PARTICULAR AREAS OR SUBDIVISIONS

Sec. 13-401. - Generally.

- (1) *Plans required.* Any person desiring to have water and/or sanitary sewer service made available to a particular area or subdivision shall have detailed plans of the proposed system prepared by a person qualified under the terms of the act creating for the State of Tennessee a state board of architectural and engineering examiners and amendment to the registration law passed in the Tennessee Legislature on February 10, 1970, and shall have the necessary professional seal affixed.
- (2) *Plans to conform to city standards.* The plans of the proposed water and/or sanitary sewer systems shall conform to the regulations and specifications of the City of Clarksville and shall have the approval of the city engineer written thereon.
- (3) *Approval by state agency.* The plans shall meet the designs standards of the Tennessee Department of Environment and Conservation. Approval of the plans must be obtained from the Tennessee Department of Environment and Conservation except cases where the City of Clarksville has been delegated this authority by the Tennessee Department of Environment and Conservation, the city engineer may approve such plans and may collect a plans review fee as established by the public utilities committee, said fee not to exceed the fee that would otherwise be required and charged by the Tennessee Department of Environment and Conservation.
- (4) *Permit.* A permit shall be issued by the city engineer to persons qualified and having a thorough knowledge of utility construction for extensions of and connections to the water and/or sanitary sewer systems of the City of Clarksville including services. This work shall be inspected by the city,

and only after the work has been inspected and all irregularities corrected will the system or lines be served by the City of Clarksville.

- (5) *Cost breakdown; as-built plans.* Upon acceptance of the water and/or sanitary sewer system by the city engineer, the person designing the system or the owner shall furnish the city an itemized cost breakdown of the components of the system and a set of "as-built plans," showing in detail the location of all lines, line sizes, service connections, valves, fire hydrants, manholes, etc. Until these costs and plans are received, service to the system will be denied.
- (6) *Changes.* No changes in construction from that as shown on the plans approved by the city engineer will be allowed without his written permission.
- (7) *Taps.* The City of Clarksville shall make all taps for water service lines, and all sanitary sewer laterals, not larger than six (6) inches, on water and sanitary sewer mains that are accepted and owned by the City of Clarksville.
- (8) *Excavations.* All excavations for the installation, replacement, or repair of water service lines or sanitary sewer laterals located in the paved portions of streets, roads or highways maintained by the City of Clarksville, Montgomery County, or the State of Tennessee shall be backfilled entirely with crushed stone.
- (9) *Tapping fees.* There shall be charged and collected the cost of all taps made by the City of Clarksville and the cost of all service lines or laterals that have been installed by the City of Clarksville prior to any person connecting thereto.
- (10) *CCTV inspection fee.* There shall be a fee established by the general manager, or his designated representative, and approved by the gas and water committee for the cost of closed circuit television inspections and other equipment necessary to perform closed circuit television inspections of sewer lines.
- (11) *Maintenance.* Each customer/owner shall be responsible for the normal routine maintenance and inspection of the sanitary sewer service line serving the property from the building to the point where it connects to the city's main sewer. In cases where the customer or customer's plumber cannot clear the line outside of the customer's property by normal sewer rodding methods or it becomes necessary to replace the noted portion of service line, the city will assume responsibility for major maintenance, repair, or replacement of that applicable portion of the sewer service from the city sewer main to the point it crosses onto the owner's property. Each customer/owner is required at his expense to repair/replace the domestic sanitary sewer service if found defective by the city during inspections of the sanitary sewer system. The city will give written notification of the defective sanitary sewer service to the person responsible under this section for the repair/replacement of the defective domestic sanitary sewer service. Correction shall be made within sixty (60) days after notification. If the correction has not been made within sixty (60) days following the date of notification, the city shall assess a fine in accordance with the general penalty clause of this Code for each day that the repair/replacement has not been made or terminate the water service to the residence.
- (12) *Exceptions to permit requirement.* No permit will be required for work done by employees of the City of Clarksville or by persons having a contract to do such work with the City of Clarksville.
- (13) *Penalty for illegal connections.* Any person who without the knowledge of the city engineer connects to any water and/or sanitary sewer line, or appurtenance thereto that is owned and

operated by the City of Clarksville, shall be guilty of a misdemeanor, and in addition to pecuniary penalties provided in the general penalty clause for this code.

Sec. 13-402. - Connection with the city system and execution of agreements.

Upon the execution of agreements and delivery of the conveyance provided herein, the city shall:

- (1) **Connectors.** Permit the distribution/collector system and/or trunk lines to be connected with the city's water and/or sewer system and be serviced by the distribution/collector system and/or trunk lines after the installation of city-owned water meter for each service.
- (2) **Charges.** Charge for water and/or sewer service at the rate being charged other customers in similar locations.
- (3) The developer of the water and/or sewer system shall be responsible for all costs associated with the water and/or sewer infrastructure or improvements, including both on-site and off-site cost. The city may require that water and/or sewer infrastructure or improvements be designed and installed larger or differently than that immediately necessary (upgrade) to serve the subdivision or area under development in order for any utility or service to be extended to other developments or areas in the future. The developer shall be responsible for the full cost of any upgrades required by the city. However, the developer may be eligible for reimbursement of the cost of the upgrades as provided in section 13-403. At the city's discretion, reimbursement cost, when allowed, shall include all labor, equipment, supplies and other incidentals necessary for construction of the project and shall exclude any engineering, surveying, legal or administrative costs.
- (4) Pump stations and force mains are not allowed if the development can be served by the extension of gravity sewer.
- (5) Should the development require any existing water and/or sewer infrastructure or improvements be upgraded, the developer will be responsible for all of the costs associated with the upgrade to the existing infrastructure or improvements. No reimbursement of any type will be made.

Sec. 13-403. - Eligibility and method of reimbursement.

- (1) **Eligibility.** The developer must strictly adhere to the city's purchasing guidelines (bid process) to qualify for any reimbursement. Reimbursement shall be based on actual costs of the infrastructure or improvements and shall require full supporting documentation to support any request for reimbursement. The only cost that shall qualify for reimbursement is the cost of any upgrade as required in subsection 13-402(3). On projects requiring upgrades, and for which reimbursement is requested, any reimbursement for consideration must be based upon the publicly bid price of the infrastructure or improvements without the required upgrades (base bid) and the publicly bid price of the infrastructure or improvements with the required upgrades. The amount of eligible reimbursement shall be determined by the cost differential calculated by subtracting the base bid amount from the upgrade bid amount.

- (2) *Method of reimbursement.* Projects that meet the eligibility requirements for reimbursement shall be approved by Clarksville Gas and Water prior to the bid process. Upon completion of the project and acceptance by the city, and submittal of all required documentation by the developer, the city and developer shall enter into an agreement that specifies the amount of reimbursement available. A basin fee shall be established for the area that necessitated the upgrades, inclusive of the developer's project based on the future development potential of the area and the cost of the upgrades required. The basin fee shall be in addition to any other fees, rates, or payments required by the city. The basin fees paid to the city in the month prior to connect to the water and/or sewer improvements in the area that necessitated the upgrades shall determine the amount of the monthly reimbursement payable to the developer. When reimbursement is allowed, the developer reimbursement will be monthly for a period not exceeding five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city, or the developer has fully recovered the actual costs eligible for reimbursement, whichever occurs first. Notwithstanding anything herein to the contrary, no reimbursement may be made after the passing of five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city.

Sec. 13-404. - Reserved.

Sec. 13-405. - Areas serviced outside the city.

The city shall be under no obligation to enter into any contract for, or to provide, any water or sewer system or service outside the city limits; however, in areas outside the city limits where the city has utility service rights, the general manager of the department of gas and water, or his/her designee(s) made in writing, may approve the extension of water or sewer service when sufficient capacity exists, or can be feasibly made to exist, and when the extension will benefit the city by increased revenues or the avoidance of future system costs required by annexation. Requests for extension of city water or sewer systems or service outside of city limits shall be made by submittal of construction plans depicting said proposed extension(s) to the gas, water and sewer department. The gas, water, and sewer department shall review the submitted plans and make a decision to approve or disapprove the plans. If approved, said approval shall be for a period of one (1) year beginning on the approval date stamped on the construction plans. An applicant's failure to start construction within one (1) year of approval of construction plans by the gas, water and sewer department shall render the prior approval of extension of water or sewer service null and void. All standards for plans submission, construction, and reimbursement shall be the same as for developments within the city; however, all water and sewer usage rates shall be at the outside-of-city rates.

Sec. 13-406. - City reserves right of eminent domain.

The city reserves all of its rights of eminent domain and condemnation.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Chapter 3 - GAS, WATER, AND SEWER SERVICE **REVISIONS**

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
Property Owners Account Program - water/gas	10.00/10.00
Security deposit	

Residential	
• Water and sewer	150.00
• Gas	200.00
Commercial water/gas	250.00/500.00 2x highest bill
Industrial water/gas	250.00/500.00 2x highest bill
Governmental entity, utility, or co-op gas	500.00
Credit Inquiry	6.00

Sec. 13-302. - Waiver of fees, penalties, and other charges.

- (1) The general manager of the department of gas and water, or his/~~her~~ designee(s) made in writing, shall have authority to make monetary adjustments to customer accounts, and to waive fees and penalties incurred by customers, due to errors made by the department.
- (2) The general manager ~~of the department of gas and water~~, or his/~~her~~ designee(s) ~~made~~ in writing, may approve a ~~one-time~~ one-time deposit waiver for a customer whose ~~current~~ account has been deactivated for non-payment ~~provided said customer has paid the utility bill in a timely manner for the immediately preceding thirty-six (36) months~~. As this waiver is per customer and location, a change in customer's service location shall renew qualification for a one-time deposit waiver.
- (3) As determined by the mayor in writing, in cases of war, rebellion, insurrection, civil emergency, or natural or man-made disaster, the general manager of the department of gas and water may be authorized by the mayor to waive any and all service fees or penalties, and to dispense with the requirement of payment of a security deposit, and to allow the payment of any bills due for service through installment payments, and to suspend the deactivation of accounts or termination of services, for a reasonable period of time to be determined by the mayor, irrespective of any error made by the department, for customers who provide proof of substantial damages or harm to their real or personal property, or significant interruption of their business, due to war, rebellion, insurrection, civil emergency, or natural or made-made disaster, in form satisfactory to the general manager, or his/~~her~~ designee(s) made in writing.
- (4) The general manager of the department of gas and water, or his/~~her~~ designee(s) made in writing, shall have authority to make monetary adjustments to residential customer accounts, and to waive fees and penalties incurred by said customers, which are the result of the customer inadvertently and by whatever means, directing the application of a payment to an account other than the

intended account. Provided however that said payment is in an amount sufficient to satisfy all amounts due on customer's account and further provided that said customer has remained in good standing, to mean no late fees assessed, in the immediately preceding 12-month period. Request for an adjustment must be made within thirty (30) days of the fee or penalty being applied to the account.

Sec. 13-303. - City not liable for failure or condition of service.

According to its source of supply and the condition of its water system, the city will make reasonable effort to furnish water to its consumers. But the city makes no guarantee to anyone as to supplying water nor its condition and it shall not be liable to anyone for any loss or failure or interruption of the supply of water, gas, and sewer service or its condition.

Sec. 13-304. - Authority to curtail or refuse service.

The city reserves the right to restrict, curtail, or refuse water, gas, or sewer service for good and sufficient reasons.

Sec. 13-305. - Ownership and maintenance of gas and water meters.

All gas and water meters hereafter installed, whether within or without the corporate limits of the city, shall be owned, serviced, and maintained by it. All meters whether or not owned by the city, used for measuring gas or water furnished by it, shall be subject to the city's inspection at all times, and shall be maintained, serviced, and repaired by it.

Sec. 13-306. - Tampering with equipment or meters.

- (1) No authorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any equipment, structure, appurtenance, or water or gas meter which is part of the water and/or gas department works of the City of Clarksville.
- (2) Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

Sec. 13-307. - Right to inspect property.

Insofar as its rights and liabilities are concerned, the city shall have the right at reasonable hours to inspect properties to which it supplies water, gas, and sewer service.

Sec. 13-308. - Application for service; service fees; security deposits; ~~property owners account program~~; interdistrict fees; ~~outstanding balances~~.

- (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, ~~as determined by current customer service software within the immediately preceding twelve-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 may~~ be charged to each new customer ~~and/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.~~ The following security deposit criteria shall be applicable for each customer class:
 - (a) Residential: 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-year~~ four-year time period for return of a customer's security deposit. ~~A change in customer's service location shall not interrupt accumulation of continuous years of payment history.~~
 - (b) Commercial/Industrial: ~~Upon application for service by a new commercial or industrial customer, a security deposit shall be payable in one lump sum. All commercial and/or industrial customers will be required to pay a security deposit for each water and/or gas service, including each location of a chain-type business or similar businesses owned by same individual(s), company, and/or corporation. Said security deposit shall be the greater amount of either two (2) times the highest billed or estimated month amount or \$250.00 for water and/or \$500.00 for gas. Two (2) times the highest billed or estimated month amount shall be determined by billing history of previous owner of same or similar business, similar chain-type business at different location, and/or engineering/plumbing estimate submitted for site/utility plan. Said security deposit will be maintained for the lifetime of the service, to be credited and/or returned only upon termination of said service.~~
- (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) Upon application of a property owner and/or property manager, the general manager for the department of gas and water, or his/her designee(s) established in writing, may enter into an agreement with said property owners and/or managers automatically transferring responsibility of active services from a departing tenant to said property owner and/or manager. Upon execution of agreement, the owner/manager agrees to pay a security deposit, in full, for each water and/or gas service established. No installment payments shall be allowed. Upon execution of agreement, the owner/manager agrees to pay the property owners account program fee, per gas and/or water service, for each account meter to be read, service left on, and account transferred into owner's/manager's name when at such time a tenant properly terminates said service(s). Upon execution of agreement, the owner/manager shall be responsible for all usage, including all associated charges and fees, once a tenant notifies the gas and water department to terminate service(s). If a service in a tenant's name is deactivated for nonpayment, normal services fees shall apply. If a service in an owner's/manager's name is deactivated for nonpayment, normal services fees shall apply and a security deposit shall be charged. If any account in a property owner's/manager's name, and associated with this property owners account program, remains unpaid exceeding thirty (30) days beyond the billing due date, all normal fees and security deposits shall apply and all properties in said owner's/manager's name, and within said program, will be immediately removed from the property owners account program.
- (5) 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.
- (6) All customers shall be required to pay any and all outstanding balances from existing and/or past accounts, in perpetuity, prior to being allowed to establish service.

Sec. 13-309. - Fee for new connections; service line.

- (a)
 - (1) The city shall charge connection fees for each metered customer added to the water and/or sewer system. Connection fees for all new construction shall be due and payable at the time the plumbing permit for connecting the structure to the outside water and/or sewer service is issued. No such permit shall be issued unless the connection fee is paid first. The following schedules shall be used for the various classifications of customers.
 - (2) Water and sewer connection fees for all new residential construction shall be based on the number of square feet of heated living area contained by the new construction. The area is to be computed as defined by the Veterans Administration. Mobile homes and other prefabricated structures that are moved onto a building site shall also be classified as new residential construction for this purpose. The fee per unit shall be as follows:

New residential construction water connection fee: Twenty cents (\$0.20) per square foot.

New residential construction sewer connection fee: Eighty cents (\$0.80) per square foot.

- (b) If inspection reveals a misrepresentation or understatement of the actual area of the permitted structure by an amount greater than five (5) percent, an adjustment of the fee shall be made and the additional area shall be charged to the holder of the building permit at twice the normal rate.
- (c) Water and sewer connection fees for existing residential construction and for new and existing commercial and industrial construction shall be based on the size of the primary water meter(s) serving the customer according to the following schedule:

		Sewer Connection Fee	
Meter Size	Water Connection Fee	New Construction	Existing Construction
¾"	\$ 400	\$ 800	\$ 600
1"	800	1,500	1,000
1½"	1,200	2,500	2,000
2"	1,800	4,000	2,500
3"	2,500	5,000	3,000
4"	3,500	8,000	5,000
6"	6,000	12,000	8,000
8"	10,000	20,000	15,000

- (d) (1) Secondary meters, yard, and irrigation meters: In addition to the primary meter supplying the customer, meters may be installed to record water flows such as for yard irrigation which do not enter the sewer system and consequently these flows do not result in a sewer charge. Secondary meters may also be installed to separate flows that formerly went through one meter such as when a master meter for an existing apartment complex is replaced by individual meters. Each additional meter is charged only the following fee.

- (2) Water connection fee for yard/irrigation meters for new and existing construction and for other secondary meters that are added to existing customers to separate flows for billing purposes:

Meter Size	Meter Fee
¾"	\$200.00

1"	250.00
1½"	500.00
2"	800.00
3"	2,000.00
4"	3,500.00
6"	5,000.00

(e) (1) Connection fees are not charged where existing services are being replaced unless such replacement results in an increase of meter size in which case a fee is charged equal to the difference between the connection fees for the original meter size and the fee for the new meter size.

(2) Connection fees are not charged where the applicable service is connected directly to a water or sewer main installed with Federal Community Development Grant funds.

(3) The above connection fee prices include the cost of the meter and the charge for tapping the main where applicable. The city shall make all water and sewer taps on mains that have been accepted by the city for operation and maintenance. The customer shall be responsible for all excavation, provision, and installation of tap materials, and backfilling. Taps on new main installations not yet accepted by the city shall be made by the installing contractor.

(f) In cases where a tap on a city main is made without the requirement for a meter, such as for main extensions or a fire service line, a connection fee is charged as follows:

Water Tap Size	Fee
¾"	\$150.00
1"	200.00
2"	250.00
3"	300.00
4"	350.00
6"	450.00

8"	650.00
10"	750.00

- (g) (1) Buildings requiring a fire service line six (6) inches in size or less, shall be required to pay a connection fee as set forth in subsection F above. A backflow prevention device meeting the requirements of Title 8, Section 8-407(2), (3) of the Clarksville Municipal Code shall be installed at the property boundary and become part of the fire system. The chief utility engineer, at his sole discretion, may require the fire line be metered when it is determined to be in the city's best interest to do so.
- (2) Buildings requiring a fire service line greater than six (6) inches shall be required to meter such service as well as meet the requirements of subsection (g)(1) above and pay a connection fee based on cost plus ten (10) percent. The cost includes the cost of the meter, all appurtenances, and a tapping fee as established in subsection F above.
- (3) All fire service lines shall be separate and independent of any other water service line to the property/building.
- (h) Connections to city water mains by manipulating valves and adding fittings may be performed only when approved by the city engineer. Such approval shall not relieve the contractor of notifying any affected customer, nor of any other associated liability. Such connections shall be without charge unless a meter is required, in which case the appropriate water connection fee will be charged to the individual installing the meter set-up.
- (i) Meter box fees will be charged for all new meter installation including secondary meters based on actual cost plus ten (10) percent.
- (j) Connections to city sewer mains or manholes for the purpose of extending a main or replacing a service shall not be subject to a connection fee. Any new service extending from such a main or manhole shall be subject to the appropriate sewer connection fee. When a sewer tap is required on an existing main, it will be made by the city. The cost of such sewer tap is considered to be included in the applicable connection fee. If a tap is required to replace an existing service, an additional connection fee is not charged, but a tapping fee of fifty dollars (\$50.00) shall be charged.
- (k) Natural gas service and main extensions.
 - (1) Customers that have an existing service line up to their premises will only have to apply for proper permit and pay connection fee. Add-ons to present meters will be limited to permit and connection fee requirements.
 - (2) Customers' requests for relocation of mains, service lines, meters, or other services will be honored by the gas department. Property owners or contractors will be charged total costs for this type work.
 - (3) For each gas service connection, the customer shall apply for service at the Clarksville Gas and Water Department and pay twenty-five dollars (\$25.00) for each service line application. This application fee will be refunded if the customer wishes to withdraw their application. The

application fee may be transferrable to the connection fee, if the tenant is the person whose name appears on the application.

- (4) For new service line requests, the customer or contractor shall be required to pay a gas service connection fee plus a tapping fee of one hundred fifty dollars (\$150.00), which includes the first one hundred fifty feet (150) of the gas service line from the main to the meter as follows:

Service line size:

$\frac{3}{4}$ -inch and 1-inch—for base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service line.

$\frac{3}{4}$ -inch and 1-inch—For less than base-load gas installations: The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged \$2.00 per foot of additional service lines. No refunds of tapping fee will be made to the customer.

Larger than 1-inch—The first 150 feet or less from the gas main to the meter will be installed at no additional cost to the customer. Footage over 150 feet shall be charged the actual cost to install the additional service line.

- (5) Base-load gas installations: For the purpose of determining who qualifies for base-load gas incentives, the base-load gas installation is defined as follows:

Residential: Water heating, gas air conditioning, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Commercial: Water heating, gas air conditioning, cooking, or a combination of other appliances as deemed acceptable (to adequately increase base-load requirements) by the manager gas division.

Industrial: Water heating, gas air conditioning, or in the processing of manufacturer's materials or goods (to adequately increase base-load requirements) as deemed acceptable by the manager gas division.

Incentives: New residential/commercial customers who install new base-load gas appliances will be offered incentives per gas appliance. Existing customers who change over from electric/propane to base-load gas appliances will be offered the same incentives per gas appliance. The manager of the gas division and the general manager of the gas and water department shall offer these incentives throughout the year and for scheduled time periods as deemed appropriate by the manager of the gas division and the general manager of the gas and water department and approved by the mayor and the public utilities committee.

- (6) Main extensions for City of Clarksville: The first three hundred (300) feet will be installed at no cost to the customer. Any footage installed in excess of three hundred (300) feet will be required to make a contribution in aid of construction equal to three dollars (\$3.00) per foot. No refunds will be made for future customer connections to the gas main.
- (7) Main extensions for outside City of Clarksville: The first two hundred (200) feet will be installed at no cost to the customer. Any footage installed in excess of two hundred (200) feet

will be required to make a contribution in aid of construction equal to five dollars (\$5.00) per foot. No refunds will be made for future customer connections to the gas main.

- (8) Main extensions for large commercial or industrial customers: Gas service lines or gas main extensions to large commercial or industrial customers that require service line or gas main extensions, additions, or improvements to the Clarksville Gas Department's distribution system will be furnished by the gas department if the main extension is deemed economically feasible by the manager gas division and/or general manager of Clarksville Gas and Water.
- (9) Main extensions—General:
 - a. Customers who sign up for a main extension must be prepared to receive flowing gas through their meters within one hundred eighty (180) calendar days. If the customer does not meet this requirement due to environmental or geographic constraints, then he may request a thirty-day extension from Clarksville Gas and Water. If the customer does not have gas flowing through his meter within the required time frame, then the customer shall bear the entire cost of the main extension.
 - b. The Clarksville Gas Department reserves the right to determine the size of all gas main extensions. Gas main costs to the customer shall be based upon a two-inch polyethylene gas main. All gas mains installed larger than two (2) inches in diameter, or gas mains installed made with steel, are installed for the future benefit of the gas system or to improve pressure. When an extension requires a gas main in excess of two (2) inches in diameter or one made of steel, the Clarksville Gas Department will pay the difference between the cost of a two-inch polyethylene gas main and the actual cost of the new gas main to be installed.
 - c. All gas main extensions, additions, or improvements shall become the property of the Clarksville Gas Department, as they are installed, even though all or some part of the cost thereof is paid by parties other than the Clarksville Gas Department.
- (10) New subdivisions City of Clarksville: The gas department will install distribution mains within new subdivisions if an agreement between developer, home builder, and the gas department can be finalized, guaranteeing that a sufficient number of housing units will be installed to meet the following requirements:
 - a. Housing units will meet the definition of base-load gas installation.
 - b. Housing units will be constructed within piped areas designated for natural gas use.
 - c. A minimum of one housing unit will use natural gas for each three hundred (300) feet of main installed to serve the subdivision.
 - d. Certain areas within the subdivision may be designated for natural gas use.

The manager gas division and/or the general manager of Clarksville Gas and Water can approve exceptions or variances to these requirements.

- (11) The manager gas division and the general manager of [Clarksville] Gas and Water shall only authorize service to subdivisions outside the City of Clarksville where it is an economical advantage to the City of Clarksville to do so. Service to subdivisions that is not economically advantageous to the City of Clarksville, but may have other advantageous value, may be

approved by the gas, water and wastewater committee of the city council. Service lines into subdivisions shall be installed under the guidelines set previously in this policy.

- (12) The gas department, at its discretion, may install segments of distribution piping that would be an asset for future development. The gas department reserves the right to refuse service to any customer under this policy who is remotely located from existing facilities that service would not be economically feasible.

(13) Refund policy:

- a. Customers who make contributions in aid of construction shall not be entitled to refunds from main extensions (for additional customer additions to main) under the new main extension policy.
- b. Refunds for customers who made contributions in aid of construction prior to the new main extension policy and Ord. No. 7-1997-98, but after Ord. No. 4-1990-91, will be due refunds as follows:
 - (i) Customers who make contributions in aid of construction shall be entitled to refunds, if within three (3) years after construction additional customers services are connected to their specific gas main extension. In no case shall the customer making the payment be refunded more than he paid. The amount of the refund shall be two hundred dollars (\$200.00) for each additional total gas customer and one hundred dollars (\$100.00) for each less than total gas customer. If more than one customer makes contributions in aid of construction, the total refund shall be proportionately divided according to the original contributions.
 - (ii) There shall be no duplication of reimbursements, i.e., customers added to additional extensions of a gas main shall be a part of a separate contract and not included in calculating reimbursements for the initial extension.
 - (iii) The previous policy and its reimbursement features are effective only for mains that are extended subsequent to the effective date of Ord. No. 4-1990-91 and prior to this new main extension policy and Ord. No. 7-1997-98.

- (14) A customer requesting the installation of an excess flow valve will be responsible for the payment of the actual cost associated with the installation of the excess flow valve and cost associated with the maintenance, if any, of the excess flow valve.

(I) Hazelwood Drainage Basin (HDB):

- (1) A special sewer assessment district is hereby established to be known as the Hazelwood Drainage Basin (HDB) and more fully defined as the general area outlined on exhibit "A." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be one thousand five hundred dollars (\$1,500.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.

- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel Room (each)	One-half ($\frac{1}{2}$) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half ($\frac{1}{2}$) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space
Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Hazelwood

Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

(m) Oakland Road Drainage Basin:

- (1) A wastewater drainage basin is hereby established to be known as the Oakland Road Drainage Basin and more fully defined as the general area outlined on exhibit "B." In addition to the current connection fee authorized under this section 13-309, a wastewater capacity fee based on the number of residential equivalent units (REU) demanded to equal the peak day anticipated volume, or part thereof, is hereby assessed in the HDB. A residential equivalent unit shall be defined as two hundred (200) gallons per day peak demand. The fee shall be two hundred seventy-five dollars (\$275.00) per REU. The fee is due and payable prior to the issuance of a sewer connection permit. For commercial/industrial purposes the peak demand shall be based on fixture values as established in the latest publications of the American Water Works Association.
- (2) The following schedule shall prevail to establish a guide as to the number of residential equivalent units associated with certain types of activities:

Single family dwelling (home)	One unit
Apartment (each)	One unit
Motel room (each)	One-half (½) unit
Restaurant (order from menu)	Ten (10) units
Lounge	Five (5) units
Fast food restaurant	Eight (8) units
Laundromat	One-half (½) unit per washer
Convenience store w/cooking	Five (5) units
Office building	One unit per three thousand (3,000) s.f. or portion thereof of total space
Warehouse	One unit per ten thousand (10,000) s.f. or portion thereof of total warehouse space plus one unit

	per two thousand (2,000) s.f. or portion thereof of office space
Carwash (full service)	Ten (10) units per bay
Carwash (self service)	Two (2) units per bay
Service station	Five (5) units
Manufacturing facility	Negotiated (based on one unit per each two hundred (200) G.P.D. peak demand)

- (3) This fee will apply to all branch or extension sewer mains connected to and flowing through the improvements. Together the improvements shall be referenced to as the Oakland Road Drainage Basin Improvements Project. The fee shall be collected until such time as Clarksville Gas and Water has recovered the total cost of said improvements. At such time as the total cost of said improvements has been fully and wholly recovered the aforementioned unit sewer capacity fee shall become zero dollars (\$0.00).

Sec. 13-310. - Reserved.

Sec. 13-311. - Compliance with building code required.

No water, gas, or sewer service from the city's distribution system shall be made available to any buildings hereafter constructed within a radius of five (5) miles of the corporate limits that do not conform to the city's building code. *All private gas, water, and sewer services, for any buildings, to include residential structures, served by the city's distribution or collection systems, shall be inspected by the city's building codes department.*

Sec. 13-312. - Water and sewer rates; basis for charges; surcharges.

- (1) *Water rate schedules.* Effective July 1, 2008 a customer charge shall be charged each month based on meter size in accordance with water rate schedule A, section II. In addition usage fees shall be charged in accordance with water rate schedule A, section I.

The following definitions shall be used to determine the applicable rate code:

Residential service means single private residences, including separate private units of apartment houses and other multiple dwellings, actually used for residential purposes, which are separately

metered. A dwelling shall be considered nonresidential which has more than one apartment or condo on the same meter. A residential dwelling shall be considered commercial if in the water department's judgment such dwelling and/or usage is identifiable as being used primarily (more than fifty (50) percent) for business or professional purposes.

Commercial service and small industrial means customers engaged in selling, warehousing, or distributing a commodity or service in some business activity or profession or in some other form of economic or social activity. For example, and not by way of limitation, all local, state and federal governmental agencies, any organizations or institutions whether profit or non-profit, with uses other than those involving industrial or residential requirements are classified as commercial customers. Also included are offices, stores, schools, dormitories, hotels, restaurants, apartment houses, religious institutions, orphanages, clubs, boarding and rooming houses, communes, motor courts, camps, and rehabilitation organizations.

Industrial service means customers primarily engaged in a process that creates or changes raw or unfinished materials into another form or product, including the generation of electric power and who's usage exceeds a minimum of seven hundred fifty thousand (750,000) gallons of water per month as averaged over the previous twelve (12) months. Should the usage fall below seven hundred fifty thousand (750,000) gallons per month the customer shall be reclassified as a commercial service and small industrial customer and charged accordingly. The customer will be eligible for reclassification following twelve (12) consecutive months of water usage in excess of seven hundred fifty thousand (750,000) gallons of water per month.

WATER RATE SCHEDULE A
WATER RATES AND FEES
EFFECTIVE AUGUST 9, 2008

Section I. Usage Fees (per 1,000 gallons):

Residential	(Inside City)	\$3.54
	(Outside City)	\$7.08
Commercial	(Inside City)	\$3.54
	(Outside City)	\$7.08
Industrial	(Inside City) Rate shall be based on the latest audited operation and maintenance cost for production and supply (including the greater of depreciation or debt service principle).	
	(Outside City)	1.3 times inside city Industrial rate

Section II. Customer charge (per month):

Meter Size	
------------	--

Up to ¾"	\$3.00
1"	5.00
1½"	10.00
2"	16.00
3"	44.00
4"	84.00
6"	175.00
8"	175.00
10"	175.00
12" or larger	Negotiated

- (2) *Basis for sewer charges.* The volume of water usage shall be the basis for sewer usage charges unless special metering is installed by the customer, with the prior approval of the utility department, to otherwise determine the volume of water that is being discharged to the sewer. The customer shall be responsible for the maintenance and accuracy of said meter. In the event of a discrepancy in the volume of wastewater metered by said device, the combined volume of potable water measured during the billing period shall be used as the basis for the sewer charges.
- (3) *Sewer rate schedules.* The charge for sewer usage or availability shall be in accordance with the following rate schedules:

For residential, commercial, and small industrial customers:

	Per 1,000 gallons (Effective July 1, 2013 to June 30, 2014)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.14	\$11.44
All over 2,000	6.14	10.23

	Per 1,000 gallons (Effective July 1, 2014 to June 30, 2015)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 6.73	\$12.53
All over 2,000	6.73	11.20

	Per 1,000 gallons (Effective July 1, 2015 to June 30, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 7.37	\$13.72
All over 2,000	7.37	12.26

	Per 1,000 gallons (Effective July 1, 2016)	
Usage (gallons)	Within City	Outside city but served directly by City
First 2,000	\$ 8.07	\$15.02
All over 2,000	8.07	13.43

The minimum bill per month shall be based on two thousand (2,000) gallons.

All industrial customers using a minimum of three hundred thousand (300,000) gallons of water per month shall be charged a rate per one thousand (1,000) gallons based on the cost per one thousand (1,000) gallons for operation, maintenance, and replacement of the sewer treatment plant according to the latest audit. This rate will be automatically revised each year upon receipt of the annual audit to reflect any changes.

Outside city industrial customers:

First 300,000 gallons 1.3 x inside city industrial rate

Next 700,000 gallons 1.2 x inside city industrial rate

Next 2,000,000 gallons 1.1 x inside city industrial rate

All over 3,000,000 gallons 1.0 x inside city industrial rate

The minimum monthly bill for the industrial rate will be based on three hundred thousand (300,000) gallons.

(4) ~~Adjustment of bill. The minimum sewer bill for all sewer customers shall be as stated in subsection (3). There shall be no maximum bill; however, the gas and water department may be allowed to adjust bills as circumstances require using the minimum cost established by audit. Where isolated high bills result which can be proved not actually to have increased the normal sewerage flow, the excessive amounts may be eliminated. Reserved.~~

(5) *Surcharge.* The surcharge for persons discharging excessive quantities and concentrations as established in the sewer use ordinance shall be as follows:

*Surcharge
per pound*

BOD in excess of 300 mg/l \$0.08

Suspended solids in excess of 325 mg/l 0.08

Oils and grease in excess of 100 mg/l 0.08

(6) *Review of charge system.* The water and sewer use charge system shall be reviewed annually and revised periodically by the city council as required in order to generate sufficient revenue to pay for the cost of operation, maintenance, and replacement of the water and sewer systems.

(7) *Environmental compliance fee.* Each sewer customer shall be charged an environmental compliance fee of three dollars (\$3.00) per month effective July 1, 2005, four dollars (\$4.00) effective July 1, 2006, and five dollars (\$5.00) per month effective July 1, 2007. This fee is to be charged to each sewer customer in addition to their normal sewer usage and without regard to the volume of sewerage generated by the customer. It is intended to generate funds to offset mandated environmental expenses of the sewer system that do not otherwise lend to generating revenues.

(8) *Backflow prevention testing fee.* Each commercial, industrial and residential customer who is required under section 8-407 to install and maintain a backflow prevention device shall be charged a backflow prevention testing fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new and annual backflow prevention tests. The first

re-inspection of failed backflow tests will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.

- (9) *Grease management inspection fee.* Each customer who is required under section 13-702 to install and maintain a grease trap and/or inceptor shall be charged a grease management inspection fee per device that recovers the costs incurred by the department in conducting the tests. This fee will apply to new, semi-annual and annual inspection. The first re-inspection of a failed inspection will be at no charge to the customer. Fees incurred will be added to the customer's water and sewer bill.

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 due~~ 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~~ 10th day following the ~~due~~ 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 due~~ date of the bill, ~~being 30 days following the calculation of such,~~ or as otherwise may be agreed upon by the city and the other governmental entity in a written agreement.

Sec. 13-314. - ~~Leakage Bill~~ adjustments for water and/or gas leakage, installment plans, lawn watering, pool filling, etc.

The gas and water department may adjust bills as circumstances require, using the minimum cost established by audit and/or calculations as described below:

- a) *Water leakages.* Upon application of a customer, the department of gas and water may make adjustments to a customer's ~~water and/or~~ sewer bill for water leaks occurring through the customer's piping, ~~in cases where it can be determined that said water leakage did not actually enter the sewer system. Prior to making any such adjustment, the customer shall be required to provide documentation to prove that the leak has been repaired. Any water bill adjustment shall be limited to adjusting the billing rate for water usage above the average usage, as calculated below; to the actual cost of the water used as determined by the most recent annual audit. The sewer bill, in cases where it can be determined that the water leakage did not actually enter the wastewater system, may also be adjusted by the department of gas and water. The usage Adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the~~

customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. ~~One~~ Two (2) adjustments per ~~calendar year~~ twelve (12) month period may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The general manager for the department of gas and water, or his/her designee(s) established in writing, may approve ~~a payment~~ an installment plan for payment of a customer's bill in cases involving a leakage adjustment. No water leakage installment plan shall continue for longer than six (6) calendar months. Prior to making any such adjustment and/or installment plan, the customer shall be required to provide documentation to prove that the leak has been repaired.

- (b) *One-time high water bill installment plan.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may approve ~~a payment~~ an installment plan for payment of a customer's water bill in cases involving ~~an "unexplained high water bill."~~ An ~~"unexplained high water bill" is defined as an~~ unexplained water usage ~~five (5)~~ three (3) times the previous twelve (12) months monthly average usage. One (1) ~~payment~~ installment plan per account may be allowed ~~for an "unexplained high water bill."~~ per twelve (12) month period, which may include a maximum of two (2) consecutive billing cycles. No one-time high water bill installment plan shall continue for longer than six (6) calendar months.
- (c) *Back billing installment plan.* Upon application of the customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, shall approve an installment plan for payment of a customer's water bill in cases involving back billing of previously unbilled usage. A back billing installment plan shall be allowed for a period of time equal to, but no longer than, the determined extent of time taken to accrue the calculated amount of unbilled usage.
- (d) *One-time lawn watering.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of establishing the lawn of a newly constructed home or re-establishing the lawn of an existing home. One adjustment may be allowed for the contractor, during construction of said home, and one for the customer, after account has been transferred into said customer's name. This adjustment is only valid within the first year of owning a new or existing home. Proof of purchase of seed or sod must be provided.
- (e) *Pool filling.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's sewer bill for water used in the course of filling a swimming pool. One (1) adjustment per calendar year may be allowed, which may include a maximum of two (2) consecutive billing cycles per adjustment. The meter-readings at the beginning and conclusion of the pool filling or the gallon capacity of the pool shall be requested from the customer. In the event that the customer cannot provide this information, adjustments shall be determined by calculating above-average usage, based on the average monthly usage at the customer's service location for the immediately preceding twelve (12) months. In the event that the customer does not have twelve (12) months of usage history, monthly usage shall be determined as follows: 2,000 gallons for one household resident; 1,800 gallons per resident, for households containing two or more residents. Fish ponds, hot tubs, kiddie pools, fountains, pet or animal waterers, power washers, and like types of structures and/or uses are excluded from qualification for this adjustment.
- (f) *One-time pool repair.* Upon application of a customer, the general manager for the department of gas and water, or his/her designee(s) established in writing, may make adjustments to a customer's

sewer bill for additional water used in association with a swimming pool repair. As one adjustment may be allowed per customer and location, a change in customer's service location shall renew qualification for this one-time adjustment. Proof or documentation of repair must be provided.

- (g) *Gas leakages.* There shall be no adjustment made to a customer's gas bill for natural gas leaks. In cases where the gas service is off, locked, and the service valve does not hold, the gas charge may be adjusted off by general manager for the department, or his/her designee(s) established in writing.

Sec. 13-315. - Authorization for pass through adjustment.

The CGW Chief Financial Officer and the Gas Manager are hereby authorized to pass gas cost adjustments on to customers, whether increases or decreases, from the supplier of the city gas system to maintain the balanced efficiency of the gas department.

The PTA adjustment is intended to assure that the city gas and water department adjusts for these volatile changes in the commodity cost of gas.

The "commodity" cost of gas is the city gas and water department monthly city gate cost of gas. This includes the actual gas cost plus the interstate pipeline volumetric and storage costs involved in transporting the gas from the source of supply to our city gate regulator station.

The PTA will be calculated monthly on the last business day of each month to be applied to the first billing that follows.

Any balance over or under recovery of gas cost at the end of each month may be passed through the subsequent month PTA accordingly.

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 \$12.050

Usage charge (per 100 cf) \$0.088

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).

Sec. 13-317. - Firm and interruptible transportation.

- (a) *Firm transportation.*

Availability: To be eligible for firm transportation service under this section, customers must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas;
- (4) The customer must have executed a written notice of election to receive firm transportation service under this ordinance for a minimum term of twelve (12) months;
- (5) The customer must have executed a Natural Gas Firm Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of firm transportation service to eligible customers; and
- (6) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be true-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Rates: For each month of service provided during the term of the Natural Gas Firm Transportation Agreement the customer shall pay the rates set forth in that agreement and under section 13-316(2), including charges for firm transportation, for authorized interruptible overrun service, for daily and monthly balancing and for certain charges imposed by third parties.

Minimum bill: For service rendered under this section, the minimum monthly bill shall be the monthly demand charge as set forth in section 13-316(2) and shall be applied to the level of the customer's maximum daily quantity, which quantity will be the same for each month for the term of the Natural Gas Firm Transportation Agreement and will be set forth in that agreement.

Contract period and billing: Contracts shall be for a minimum period of one (1) year. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's written permission during the contract period.

(b) *Interruptible transportation.*

Availability: To be eligible for interruptible transportation service under this section, a customer must meet each of the following criteria:

- (1) The distribution mains owned and operated by the department must be suitable for supplying the desired service and must not displace firm load;
- (2) The customer must take deliveries of all gas at a single meter;
- (3) The customer must maintain in a usable condition facilities for substitute fuels or otherwise make provision for the curtailment of gas service and must agree to use such substitute facilities or other provision for curtailment of gas service in order to curtail the use of gas up to one hundred (100) percent of the customer's requirements immediately upon oral notice from the department, and after such curtailment to refrain from increasing the use of gas until permitted to do so by the department;
- (4) The service is not available for residential load;
- (5) The customer must use at least one hundred (100) Mcf per day or three thousand (3,000) Mcf per month of natural gas at its plant when not curtailed by the department;
- (6) The customer must have executed a written notice of election to receive interruptible transportation service under this ordinance for a minimum term of twelve (12) months;
- (7) The customer must have executed a Natural Gas Interruptible Transportation Agreement substantially in the form approved by the department for use by the department in connection with the provision of interruptible transportation service to eligible industrial and commercial customers; and
- (8) The customer must have paid the department a fee of eight thousand dollars (\$8,000.00) for the installation of telemetry equipment to be owned and installed by the department at the customer's meter. Such fee shall be true-up based on actual cost incurred by the department with any overpayment being reimbursed to the customer and any underpayment being due the department.

Minimum bill: For service rendered under this interruptible transportation rate schedule, the minimum monthly bill shall be as set forth in section 13-316(2). However, in order to remain eligible for service under this ordinance, the customer must maintain the minimum volume requirements for the availability of interruptible transportation service set forth in this section during the term that the service is provided. If the customer fails to maintain such minimum volume requirements during the term of the interruptible transportation service, the department may terminate the availability of service under this ordinance.

Contract period and billing: Contracts shall be for a minimum period of one (1) year with monthly payment for service taken. A customer that has elected to receive service under this section shall not be allowed to switch to service under a different section or rate schedule without the department's permission during the contract period.

Penalty for unauthorized use: In the event a customer uses gas in excess of the daily volume allowed by the department during a curtailment period, the customer shall pay the amounts set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer. Each such unauthorized use of gas, whether occurring in the same month or in different months of a contract year, shall be subject to a separate penalty.

Daily transportation balancing charges: Customer shall pay a daily transportation balancing charge to the department as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer for variances between the quantities that the customer has scheduled for transportation and the quantities that the customer uses at its plant each day. Customer understands and acknowledges that any takes of gas by customer at its plant on any day that are at variance with customer scheduled quantities on TGP for that day shall be accounted for by TGP as a variance amount under TGP's FERC Gas Tariff and Clarksville's Rate Schedule FT G service agreement with TGP and are subject to the daily load balancing provisions set forth in Section 8 of that rate schedule. As a result, any variance between the quantities of gas redelivered to customer as measured at the meter at customer plant, plus shrinkage, and the quantities of gas scheduled by customer on TGP for delivery to Clarksville, will be automatically injected into or withdrawn from Clarksville's contract storage under its FS MA firm storage agreement with TGP, as applicable for under takes or over takes, respectively. Accordingly, Clarksville shall charge and customer shall pay the daily transportation balancing charges set forth in Section 4.2 of the agreement as compensation to Clarksville for performance of this daily balancing service. The parties understand and recognize that customer intends to schedule on TGP for delivery to Clarksville daily transportation quantities at the beginning of each month that are somewhat in excess, but not greater than ten (10) percent in excess, of customer projected average daily use of gas at the plant, exclusive of shrinkage. It is the parties' intent that through this scheduling protocol, customer shall not at any time take gas supplies owned by Clarksville through automatic withdrawals from Clarksville's FS MA storage or otherwise. In the event customer on any day takes gas in excess of its scheduled quantities and it has not previously built up a balance of gas in Clarksville's FS MA storage sufficient to serve such takes as required by Section 2.4(a) of the agreement, Clarksville shall charge customer a penalty of five dollars (\$5.00) per Mcf in addition to any gas commodity cost, without limitation as to other rights and remedies that Clarksville may have under this agreement. Likewise, if on any day Clarksville takes gas belonging to customer, customer shall charge Clarksville a penalty of five dollars (\$5.00) per Mcf, without limitation as to other rights and remedies that customer may have under this agreement. In addition, customer shall not schedule gas on TGP for delivery to Clarksville in excess of its requirements at the plant such that the cumulative total of gas injected into storage less gas withdrawn from storage exceeds five (5) percent of customer average monthly requirements. In the event customer does so, Clarksville shall charge customer a penalty of fifty cents (\$0.50) per Mcf of such excess gas injected into storage each day such excess remains in storage. Such charges shall be in addition to all other remedies that Clarksville has and actions Clarksville may take to bring customer back into balance under this agreement.

Monthly gas balancing charges: Monthly balancing of quantities of gas owned by the customer and delivered to the department and the quantities of gas used by the customer and charges associated with such balancing shall be as set forth in the Natural Gas Interruptible Transportation Agreement between the department and the customer.

The customer understands and recognizes that while variances between customer takes of gas as measured at the meter at its plant, plus shrinkage, and customer scheduled quantities on TGP for delivery at Clarksville's city gate are to be balanced daily under the agreement with respect to the swing transportation and storage service described in Section 2.4(a) of the agreement, and that the resulting daily transportation balancing charges under Section 4.2 of the agreement shall be assessed accordingly, balancing of the quantities of gas consumed by customer, plus shrinkage, and the quantities of gas scheduled for delivery on Clarksville's system by customer shall be performed monthly, not daily. This monthly balancing of the applicable quantities of gas shall be performed in accordance with the provisions of Section 4.3 of the agreement.

The charges and other provisions set forth in Section 4.3 of the agreement shall apply (i) if customer in any month has delivered more gas to Clarksville at Clarksville's city gate than customer has taken at the point of delivery exclusive of shrinkage (a "positive imbalance") or (ii) if customer in any month has delivered less gas to Clarksville's city gate than customer has taken at the point of delivery, plus shrinkage (a "negative imbalance"):

- (a) *Positive imbalances.* If customer at the end of any month has a positive imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to deliver the positive imbalance amount to customer at the point of delivery during the next succeeding month. If the positive imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect (i) to deliver the positive imbalance amount to customer during the next ensuing month or (ii) to pay customer a cash out amount equal to the "low price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (D), as amended.
- (b) *Negative imbalances.* If customer at the end of any month has a negative imbalance of not greater than five (5) percent, Clarksville shall have the option (i) to cash out the imbalance using TGP's cash out provisions in Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (B) of TGP's FERC Gas Tariff, as amended, (ii) to carry forward the imbalance amount to the next month, or (iii) to require customer to make up the imbalance in kind during the next ensuing month. If the negative imbalance amount at the end of any month is greater than five (5) percent, Clarksville shall have the right to elect to require customer (i) to make up the negative imbalance in kind during the next ensuing month or (ii) to pay Clarksville an amount equal to the "high price" using the imbalance tiers specified in TGP's FERC Gas Tariff, Rate Schedule LMS-MA, Sections 7(d)(vii)(A) and (C), as amended.
- (c) *Notification.* At least ten (10) days prior to the end of any month, Clarksville shall notify customer by telephone and by fax which imbalance settlement option it has elected for the following month. Once a method has been selected, it will remain in place until further notice.

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 and 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 enter into and executes a written firm natural gas sales agreement with the City of Clarksville.

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 and 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 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 served 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.

Secs. 13-320, 13-321. - Reserved.

Sec. 13-322. - Voluntary designation of money to fund recreational programs, etc. as option on utility bill.

As part of its billing procedures, the gas, water and sewer department shall provide a method by which persons who receive services from the department may voluntarily designate an amount of money in excess of one dollar (\$1.00) to fund recreational programs, facilities, and activities in the City of Clarksville.

If a customer indicates a willingness to contribute any amount pursuant to this section, the amount designated by the customer shall be billed to the customer in the next billing cycle, and shall be remitted to, separately maintained and accounted for in the recreation special revenue fund in accordance with the provisions of Ordinance No. 61-1997-98.

Failure of a customer to honor any commitment made pursuant to this section shall not be grounds for termination of any services to the customer, nor shall the city pursue collection of any unpaid pledges by any manner whatsoever.

The gas, water and sewer department is hereby authorized to charge and collect an administrative fee for implementation of the provisions of this section in an amount not to exceed \$0.10 (ten cents) per transaction. For purposes of this section, "transaction" shall include any activity undertaken by the department to record an individual's intention to contribute to, and collect and remit any monies received in connection with such pledges.

Sec. 13-323. - Natural gas interruptible transportation agreement—Modifications.

The department, the mayor, and the utilities of the city council shall have the authority, under circumstances where it is economically feasible and beneficial for the city to do so, to modify the specific terms of the natural gas interruptible transportation agreement entered into between the department and a specific industrial end use consumer that is eligible for and has elected to receive interruptible transportation service as the department, the mayor, and the utilities committee of the city council 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 served by the department.

Sec. 13-324. - Sewer backup claims.

- (1) *Purpose.* This section establishes city department of gas and water (hereafter "department") policy and procedures pertaining to payment of claims for sewer backups.
- (2) *Definitions.* As used in this section, "sewer backup" means any backup of sewage from the city owned and maintained sewer system. "Sewer backup" does not include storm water drainage system backups.
- (3) *General responsibility for maintaining sewer service lines.* The department is responsible for maintaining sewer lines, sewer mains, manholes, pump stations and force mains located on city rights-of-way, easements, and city owned property. Maintenance of sewer service lines from the city owned sewer system to a property owner's structure is the responsibility of the property owner.
- (4) *Payment of claims caused by sewer backup.* Subject to any order of a court or administrative tribunal of competent jurisdiction, and in accordance with and to the extent allowed by law, the city/department shall not be responsible for, shall not assume any liability for, and shall not pay any sewer service customer's claim for any damages or costs, direct or indirect, of whatever kind or nature whatsoever, associated in any manner with any sewage backup or blockage onto private property, unless such damages are caused by: (a) a dangerous or defective condition of the city sewer system located on land owned or controlled by the city, to include city rights-of-way and easements, and which such dangerous or defective condition the city/department had actual or constructive notice of prior to the occurrence of the sewer backup damage(s); or (b) the negligence of any city employee(s) acting within the scope of his employment, except as otherwise provided by law. It shall be the responsibility of the sewer service customer making a claim to submit sufficient and satisfactory evidence as determined by the city risk manager or city attorney to substantiate the claim.
- (5) *Procedure.* A department customer seeking to make a claim for sewer backup damages will be advised to submit a written claim to the city risk manager using claim forms as adopted by the risk manager. All claims must be filed within thirty (30) days of the incident/occurrence giving rise to the claim. The risk manager shall investigate the claim and may review same with the department general manager or his designee, and such others as the risk manager may determine appropriate, and may consult with the city attorney, and shall thereafter deny the claim, or approve payment of the claim in whole or in part, as is appropriate under the law and facts of each case and as consistent with the provisions herein, but any payment made shall not exceed the amount permitted by law. The risk manager authority to approve claim amounts shall be the same as that provided in the city internal service fund policy, and the city attorney shall have authority to approve the payment of any claim exceeding the authority of the city risk manager to the same extent as provided in the city internal service fund policy, and the gas and water committee of the city council shall have authority to approve payment of any claim exceeding the authority of the city attorney as established in the city internal service fund policy.

Sec. 13-325. - Authority to negotiate terms and to contract with large industrial consumers of large volumes of natural gas.

Notwithstanding any other provisions in the Official Code of the city to the contrary, the city, through the department of gas and water, shall have the authority to negotiate individual contracts with large industrial or business consumers of natural gas, pertaining to the provision, sale and/or transportation of large volumes of natural gas, and which such contracts may contain terms, provisions and conditions different from or in conflict with other City Code sections pertaining to the provision of natural gas service, to the extent permitted by state and federal law. All such contracts shall be approved by both the mayor and the gas and water committee of the city council or any successor committee or board with authority over the city's department of gas and water. Only those customers with a minimum annual average usage or expected usage of three thousand (3,000) dekatherm per day shall be eligible for consideration under this provision. This provision shall not be construed to require the city to enter into any contract, or to agree to any specific terms, conditions, or provisions, with any natural gas customer.

Chapter 4 - WATER AND/OR SEWER SERVICE TO PARTICULAR AREAS OR SUBDIVISIONS **REVISIONS**

Sec. 13-401. - Generally.

- (1) *Plans required.* Any person desiring to have water and/or sanitary sewer service made available to a particular area or subdivision shall have detailed plans of the proposed system prepared by a person qualified under the terms of the act creating for the State of Tennessee a state board of architectural and engineering examiners and amendment to the registration law passed in the Tennessee Legislature on February 10, 1970, and shall have the necessary professional seal affixed.
- (2) *Plans to conform to city standards.* The plans of the proposed water and/or sanitary sewer systems shall conform to the regulations and specifications of the City of Clarksville and shall have the approval of the city engineer written thereon.
- (3) *Approval by state agency.* The plans shall meet the designs standards of the Tennessee Department of Environment and Conservation. Approval of the plans must be obtained from the Tennessee Department of Environment and Conservation except cases where the City of Clarksville has been delegated this authority by the Tennessee Department of Environment and Conservation, the city engineer may approve such plans and may collect a plans review fee as established by the public utilities committee, said fee not to exceed the fee that would otherwise be required and charged by the Tennessee Department of Environment and Conservation.
- (4) *Permit.* A permit shall be issued by the city engineer to persons qualified and having a thorough knowledge of utility construction for extensions of and connections to the water and/or sanitary sewer systems of the City of Clarksville including services. This work shall be inspected by the city, and only after the work has been inspected and all irregularities corrected will the system or lines be served by the City of Clarksville.
- (5) *Cost breakdown; as-built plans.* Upon acceptance of the water and/or sanitary sewer system by the city engineer, the person designing the system or the owner shall furnish the city an itemized cost breakdown of the components of the system and a set of "as-built plans," showing in detail the location of all lines, line sizes, service connections, valves, fire hydrants, manholes, etc. Until these costs and plans are received, service to the system will be denied.
- (6) *Changes.* No changes in construction from that as shown on the plans approved by the city engineer will be allowed without his written permission.
- (7) *Taps.* The City of Clarksville shall make all taps for water service lines, and all sanitary sewer laterals, not larger than six (6) inches, on water and sanitary sewer mains that are accepted and owned by the City of Clarksville.
- (8) *Excavations.* All excavations for the installation, replacement, or repair of water service lines or sanitary sewer laterals located in the paved portions of streets, roads or highways maintained by the City of Clarksville, Montgomery County, or the State of Tennessee shall be backfilled entirely with crushed stone.

- (9) *Tapping fees.* There shall be charged and collected the cost of all taps made by the City of Clarksville and the cost of all service lines or laterals that have been installed by the City of Clarksville prior to any person connecting thereto.
- (10) *CCTV inspection fee.* There shall be a fee established by the general manager, or his designated representative, and approved by the gas and water committee for the cost of closed circuit television inspections and other equipment necessary to perform closed circuit television inspections of sewer lines.
- (11) *Maintenance.* Each customer/owner shall be responsible for the normal routine maintenance and inspection of the sanitary sewer service line serving the property from the building to the point where it connects to the city's main sewer. In cases where the customer or customer's plumber cannot clear the line outside of the customer's property by normal sewer rodding methods or it becomes necessary to replace the noted portion of service line, the city will assume responsibility for major maintenance, repair, or replacement of that applicable portion of the sewer service from the city sewer main to the point it crosses onto the owner's property. Each customer/owner is required at his expense to repair/replace the domestic sanitary sewer service if found defective by the city during inspections of the sanitary sewer system. The city will give written notification of the defective sanitary sewer service to the person responsible under this section for the repair/replacement of the defective domestic sanitary sewer service. Correction shall be made within sixty (60) days after notification. If the correction has not been made within sixty (60) days following the date of notification, the city shall assess a fine in accordance with the general penalty clause of this Code for each day that the repair/replacement has not been made or terminate the water service to the residence.
- (12) *Exceptions to permit requirement.* No permit will be required for work done by employees of the City of Clarksville or by persons having a contract to do such work with the City of Clarksville.
- (13) *Penalty for illegal connections.* Any person who without the knowledge of the city engineer connects to any water and/or sanitary sewer line, or appurtenance thereto that is owned and operated by the City of Clarksville, shall be guilty of a misdemeanor, and in addition to pecuniary penalties provided in the general penalty clause for this code.

Sec. 13-402. - Connection with the city system and execution of agreements.

Upon the execution of agreements and delivery of the conveyance provided herein, the city shall:

- (1) *Connectors.* Permit the distribution/collector system and/or trunk lines to be connected with the city's water and/or sewer system and be serviced by the distribution/collector system and/or trunk lines after the installation of city-owned water meter for each service.
- (2) *Charges.* Charge for water and/or sewer service at the rate being charged other customers in similar locations.
- (3) The developer of the water and/or sewer system shall be responsible for all costs associated with the water and/or sewer infrastructure or improvements, including both on-site and off-site cost. The city may require that water and/or sewer infrastructure or improvements be designed and installed larger or differently than that immediately necessary (upgrade) to serve the subdivision or area under development in order for any utility or service to be extended to other developments or areas in the future. The developer shall be responsible for the full cost

of any upgrades required by the city. However, the developer may be eligible for reimbursement of the cost of the upgrades as provided in section 13-403. At the city's discretion, reimbursement cost, when allowed, shall include all labor, equipment, supplies and other incidentals necessary for construction of the project and shall exclude any engineering, surveying, legal or administrative costs.

- (4) Pump stations and force mains are not allowed if the development can be served by the extension of gravity sewer.
- (5) Should the development require any existing water and/or sewer infrastructure or improvements be upgraded, the developer will be responsible for all of the costs associated with the upgrade to the existing infrastructure or improvements. No reimbursement of any type will be made.

Sec. 13-403. - Eligibility and method of reimbursement.

- (1) *Eligibility.* The developer must strictly adhere to the city's purchasing guidelines (bid process) to qualify for any reimbursement. Reimbursement shall be based on actual costs of the infrastructure or improvements and shall require full supporting documentation to support any request for reimbursement. The only cost that shall qualify for reimbursement is the cost of any upgrade as required in subsection 13-402(3). On projects requiring upgrades, and for which reimbursement is requested, any reimbursement for consideration must be based upon the publicly bid price of the infrastructure or improvements without the required upgrades (base bid) and the publicly bid price of the infrastructure or improvements with the required upgrades. The amount of eligible reimbursement shall be determined by the cost differential calculated by subtracting the base bid amount from the upgrade bid amount.
- (2) *Method of reimbursement.* Projects that meet the eligibility requirements for reimbursement shall be approved by Clarksville Gas and Water prior to the bid process. Upon completion of the project and acceptance by the city, and submittal of all required documentation by the developer, the city and developer shall enter into an agreement that specifies the amount of reimbursement available. A basin fee shall be established for the area that necessitated the upgrades, inclusive of the developer's project based on the future development potential of the area and the cost of the upgrades required. The basin fee shall be in addition to any other fees, rates, or payments required by the city. The basin fees paid to the city in the month prior to connect to the water and/or sewer improvements in the area that necessitated the upgrades shall determine the amount of the monthly reimbursement payable to the developer. When reimbursement is allowed, the developer reimbursement will be monthly for a period not exceeding five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city, or the developer has fully recovered the actual costs eligible for reimbursement, whichever occurs first. Notwithstanding anything herein to the contrary, no reimbursement may be made after the passing of five (5) years from the date the water and/or sewer infrastructure or improvements are accepted by the city.

Sec. 13-404. - Reserved.

Sec. 13-405. - Areas serviced outside the city.

The city shall be under no obligation to enter into any contract for, or to provide, any water or sewer system or service outside the city limits; however, in areas outside the city limits where the city has utility service rights, the ~~city council~~ **general manager of the department of gas and water, or his/her designee(s) made in writing,** may approve ~~by ordinance~~ the extension of water or sewer service when sufficient capacity exists, or can be feasibly made to exist, and when the extension will benefit the city by increased revenues or the avoidance of future system costs required by annexation. Requests for extension of city water or sewer systems or service outside of city limits shall be made by ~~application~~ **submittal of construction plans depicting said proposed extension(s) to the gas, water and sewer committee of the city council, which shall consider the recommendation of the** gas, water and sewer department ~~regarding extension of water or sewer systems or service, and said committee shall make a recommendation for approval or disapproval of an application regarding extension of water or sewer systems or service outside of city limits to the city council.~~ The ~~city council~~ **gas, water, and sewer department shall consider the recommendation of the department and the committee, and thereafter shall vote on** review the submitted plans and make a decision ~~whether~~ to approve or disapprove the ~~application~~ **plans.** If approved, said approval shall be for a period of one (1) year beginning on the approval date stamped on the construction plans ~~of vote for approval by the city council.~~ ~~An applicant's failure to submit construction plans for approval by the gas, water and sewer department within one (1) year of the date of city council approval shall render the prior approval of extension of water or sewer service by the city council null and void. Further, an~~ **An applicant's failure to start construction within one (1) year of approval of construction plans by the gas, water and sewer department shall likewise render the prior approval of extension of water or sewer service** ~~by the city council~~ null and void. All standards for plans submission, construction, and reimbursement shall be the same as for developments within the city; however, all water and sewer usage rates shall be at the outside-of-city rates.

Sec. 13-406. - City reserves right of eminent domain.

The city reserves all of its rights of eminent domain and condemnation.

RESOLUTION 10-2020-21

A RESOLUTION AUTHORIZING A INTERLOCAL AGREEMENT WITH MONTGOMERY COUNTY EMERGENCY MANAGEMENT AGENCY FOR USE OF RADIO FREQUENCIES FOR EMERGENCY RESPONSES

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

WHEREAS, the City of Clarksville (Clarksville Fire Rescue and Clarksville Police Department) finds it necessary to establish permission and guidelines for the use of City of Clarksville radio talk-groups and channels by Montgomery County Emergency Management Agency; and

WHEREAS, this Interlocal Agreement imposes certain protocols, procedures, and obligations upon Montgomery County EMA hereby authorized to use licensed radio talk-groups and channels held by the City of Clarksville.

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

That the Clarksville City Council hereby authorizes an Interlocal Agreement, attached hereto as Exhibit A, between the City of Clarksville (Clarksville Fire Rescue and Clarksville Police Department) and Montgomery County Emergency Management Agency for use of City of Clarksville licensed frequencies for the purpose of having shared talk-groups and channels for emergency responses.

ADOPTED:

EXHIBIT A

INTERLOCAL AGREEMENT

Montgomery County Emergency Management Agency

Montgomery County EMA
And
Clarksville Fire Rescue / Clarksville Police Department

Purpose:

This Interlocal Agreement establishes permission and guidelines for the use of the Clarksville Fire Rescue (CFR), Clarksville Police Department (CPD) radio talk-groups and channels by Montgomery County EMA (MCEMA).

It imposes certain protocols, procedures, and obligations upon Montgomery County EMA hereby authorized to use licensed radio talk-groups and channels held by the City of Clarksville Tennessee

This agreement supersedes any Interlocal Agreement or letter of authorization previously issued.

Authority:

This Interlocal Agreement authorizes the use of City of Clarksville Tennessee; licensed frequencies for the purpose of Montgomery County EMA having the shared talk-groups and channels with coordination between emergency response agencies and resources. Such coordination may occur during interagency operations or on scene incident communications.

Understanding:

CFR and CPD will: Manage and maintain proper licenses for the use of frequencies identified by CFR and CPD. Restrict access to the conventional repeater systems; allow access to the fail soft trunk system. Manage and maintain the operation and maintenance of said radio system and be responsible for programming all radios on the radio system.

Montgomery County EMA will: Use assigned radio talk-groups and channels authorized by CFR and CPD to coordinate response agencies and resources. Such coordination may occur during interagency operations or on-scene incidents. Montgomery County EMA will be allowed to have the following talk-groups and channels.

Clarksville Police Department (CPD): District 1, District 2, District 3

Clarksville Fire Rescue (CFR): Fire Dispatch

CPD & CFR joint talk-groups: Event 1, Event 2, Event 3, P-Safety 1, P-Safety 2, P-Safety 3

Montgomery County EMA will be responsible for all cost and repairs of radio equipment to be used by the EMA. Clarksville Fire Rescue will assist in firmware updates and programming.

The parties mutually agree:

Montgomery County EMA, CFR and CPD agree that their mutual interests will be furthered by continued coordination between Montgomery County EMA CFR and CPD. Montgomery County EMA, Clarksville Fire Rescue and the Clarksville Police Department agree that this Interlocal Agreement may be cancelled at any time, by written notice to the other party or by subsequent agreements.

Should Montgomery County EMA elect to withdraw from this Interlocal Agreement, notice shall be given by mail to the City of Clarksville Tennessee, Fire rescue and Police Department.

MOU agreement this memorandum of understanding was agreed to this _____ day of _____, 20____.

Montgomery County Emergency Management Agency

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

City of Clarksville Tennessee

Authorized Signature: _____

RESOLUTION 11-2020-21

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH MONTGOMERY COUNTY EMERGENCY MEDICAL SERVICES FOR USE OF RADIO FREQUENCIES FOR EMERGENCY RESPONSES

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

WHEREAS, the City of Clarksville (Clarksville Fire Rescue and Clarksville Police Department) finds it necessary to establish permission and guidelines for the use of City of Clarksville radio talk-groups and channels by Montgomery County Emergency Medical Services; and

WHEREAS, this Interlocal Agreement imposes certain protocols, procedures, and obligations upon Montgomery County EMS hereby authorized to use licensed radio talk-groups and channels held by the City of Clarksville.

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

That the Clarksville City Council hereby authorizes an Interlocal Agreement, attached hereto as Exhibit A, between the City of Clarksville (Clarksville Fire Rescue and Clarksville Police Department) and Montgomery County Emergency Medical Services for use of City of Clarksville licensed frequencies for the purpose of having shared talk-groups and channels for emergency responses.

ADOPTED:

EXHIBIT A

INTERLOCAL AGREEMENT

Montgomery County Emergency Medical Services

Montgomery County EMS

And

Clarksville Fire Rescue / Clarksville Police Department

Purpose:

This Interlocal Agreement establishes permission and guidelines for the use of the Clarksville Fire Rescue (CFR), Clarksville Police Department (CPD) radio talk-groups and channels by Montgomery County EMS (MCEMS).

It imposes certain protocols, procedures, and obligations upon Montgomery County EMS hereby authorized to use licensed radio talk-groups and channels held by the City of Clarksville Tennessee

This agreement supersedes any Interlocal Agreement or letter of authorization previously issued.

Authority:

This Interlocal Agreement authorizes the use of City of Clarksville Tennessee; licensed frequencies for the purpose of Montgomery County EMS having the shared talk-groups and channels with coordination between emergency response agencies and resources. Such coordination may occur during interagency operations or on scene incident communications.

Understanding:

CFR and CPD will: Manage and maintain proper licenses for the use of frequencies identified by CFR and CPD. Restrict access to the conventional repeater systems; allow access to layer of the fail soft trunk system. Manage and maintain the operation and maintenance of said radio system and be responsible for programing all radios on the radio system.

Montgomery County EMS will: Use assigned radio talk-groups and channels authorized by CFR and CPD to coordinate response agencies and resources. Such coordination may occur during interagency operations or on-scene incidents. Montgomery County EMS will be allowed to have the following talk-groups and channels.

Clarksville Police Department (CPD): District 1, District 2, District 3

Clarksville Fire Rescue (CFR): Fire Dispatch

CPD & CFR joint talk-groups: Event 1, Event 2, Event 3, P-Safety 1, P-Safety 2, P-Safety 3

Montgomery County EMS will be responsible for all cost and repairs of radio equipment to be used by the EMS department. Clarksville Fire Rescue will assist in firmware updates and programming.

The parties mutually agree:

Montgomery Count EMS, CFR and CPD agree that their mutual interests with be furthered by continued coordination between Montgomery County EMS and the CFR and CPD. Montgomery County EMS, Clarksville Fire Rescue and the Clarksville Police Department agree that this Interlocal Agreement may be cancelled at any time, by written notice to the other party or by subsequent agreements.

Should Montgomery County EMS elect to withdraw from this Interlocal Agreement, notice shall be given by mail to the City of Clarksville Tennessee, Fire Rescue and Police Department.

MOU agreement this memorandum of understanding was agreed to this _____ day of _____, 20____.

Montgomery County Emergency Medical Services

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

City of Clarksville Tennessee

Authorized Signature: _____

ORDINANCE 19-2020-21

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY LOCATED AT 1019 MAIN STREET TO TANGI SMITH

WHEREAS, The City of Clarksville has previously obtained through a tax sale the property located at 1019 Main Street (Map & Parcel 66F C 02000), the Decree Confirming Sale, Divesting and Vesting Title to said property being attached hereto as Exhibit A; and

WHEREAS, The City of Clarksville desires to sell said property and return it to the tax rolls; and

WHEREAS, Ms. Tangi Smith has expressed an interest in purchasing said real property for the sum of NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) as accordance with Exhibit B attached hereto.

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

That the Clarksville City Council hereby authorizes the sale of property more particularly described in Exhibit A, attached hereto, to Tangi Smith for the sum of Nine Thousand and 00/100 Dollars (\$9,000.00).

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

IN THE CHANCERY COURT FOR THE 19TH JUDICIAL DISTRICT FOR
MONTGOMERY COUNTY, TENNESSEE
AT CLARKSVILLE

THE STATE OF TENNESSEE in its)
own behalf and for the use and benefit of)
MONTGOMERY COUNTY, TENNESSEE)
and CITY OF CLARKSVILLE, a municipal)
corporation, upon relation of CAROLYN P.)
BOWERS TRUSTEE for the said COUNTY)
OF MONTGOMERY through AUSTIN PEAY)
the duly constituted Delinquent Tax Attorney)
for said County,)

Plaintiffs)

VERSUS)

Delinquent Taxpayers as shown on the Real)
Property Delinquent Tax Records of)
MONTGOMERY COUNTY and/or CITY)
OF CLARKSVILLE, a municipal corporation)
Defendants)

Joyce B. Sawyer, Register
Montgomery County Tennessee
Rec'd: 66743 Instrument 592853
60.00 NBK: 7 Pg 366
State: 0.00
Clerk: 0.00
EDP: 2.00 10/21/2003 at 2:48 PM
Total: 62.00 in Volume
930 Pages 2551-2562

Case #MCCHCVDQ03-1

A TRUE COPY ATTEST
FILED 10-20 20 03
EDWARD DAVIS, C & M

DECREE CONFIRMING SALE, DIVESTING AND VESTING TITLE

This cause came on this day to be heard upon the motion of the Plaintiffs for a Decree confirming the sale conducted by the Clerk on September 18, 2003 and in accordance thereto the Clerk files the following report:

Pursuant to an order of public sale entered on August 19, 2003, I sold at public sale the following described parcels of real estate, subject to the equity of redemption:

- (1) Paul L. Rhodes Etux Birdie M., Map 0006P, Group 0A, Parcel 02300, for further reference recorded in Official Record Book Volume 135, Page 494, Register's Office, Montgomery County, Tennessee. Said property was sold to Rosetree Trust, for the amount of TWENTY FOUR THOUSAND and 00/100 DOLLARS (\$24,000.00), that amount being the highest and best bid.
- (2) George O. Taylor, Map 0006P, Group 0D, Parcel 01500, for further reference recorded in Official Record Book Volume 821, Page 50, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of SIX THOUSAND and 00/100 DOLLARS (\$6,000.00), that amount being the highest and best bid.
- (3) Airbourne Development LLC, Map 00080, Group 00, Parcel 00305, for further reference recorded in Official Record Book Volume 748, Page 2185, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick, for the amount of EIGHT HUNDRED and 00/100 DOLLARS (\$800.00), that amount being the highest and best bid.
- (4) Frank Cardwell, Map 0011G, Group 0B, Parcel 00500, for further reference recorded in Official Record Book Volume 128, Page 157, Register's Office, Montgomery County, Tennessee. Said property was sold to Judy L. Touchette, for the amount of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), that amount being the highest and best bid.

Volume
930 Pg 2551

- (5) Robert H. Sheppard, Map 0011G, Group 0B, Parcel 01300, for further reference recorded in Official Record Book Volume 379, Page 183, Register's Office, Montgomery County, Tennessee. Said property was sold to Leon Walsh, for the amount of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), that amount being the highest and best bid.
- (6) Sandra Oldham, Map 0011G, Group 0B, Parcel 02800, for further reference recorded in Official Record Book Volume 844, Page 619, Register's Office, Montgomery County, Tennessee. Said property was sold to Judy L. Touchette, for the amount of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), that amount being the highest and best bid.
- (7) John C. Schleimer Etux Dora B., Map 0019P, Group 0A, Parcel 02801, for further reference recorded in Official Record Book Volume 344, Page 1413, Register's Office, Montgomery County, Tennessee. Said property was sold to Luis Humberto Huey, for the amount of THREE HUNDRED and 00/100 DOLLARS (\$300.00), that amount being the highest and best bid.
- (8) Clarence L. Shemwell, Map 0029L, Group 0E, Parcel 01400, for further reference in Official Record Book Volume 449, Page 1102, Register's Office, Montgomery County, Tennessee. Said property was sold to Darrell McEachron, for the amount of THREE THOUSAND TWO HUNDRED and 00/100 DOLLARS (\$3,200.00), that amount being the highest and best bid.
- (9) Sam Brewington Etux Sandra, Map 0029M, Group 0A, Parcel 03300, for further reference in Official Record Book Volume 425, Page 1646, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick, for the amount of THREE THOUSAND ONE HUNDRED and 00/100 DOLLARS (\$3,100.00), that amount being the highest and best bid.
- (10) Robert L. Brooks Etux Gina, Map 0030J, Group 0E, Parcel 01400, for further reference in Official Record Book Volume 756, Page 1014, Register's Office, Montgomery County, Tennessee. Said property was sold to Frank Herndon, for the amount of TWENTY FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00), that amount being the highest and best bid.
- (11) James S. Walsh, Map 0030O, Group 0D, Parcel 03200, for further reference in Official Record Book Volume 400, Page 2196, Register's Office, Montgomery County, Tennessee. Said property was sold to Darrell McEachron, for the amount of THREE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$3,500.00), that amount being the highest and best bid.
- (12) William Raybon Etux Martha, Map 0032O, Group 0C, Parcel 00700, for further reference in Official Record Book Volume 244, Page 379, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of TWENTY TWO THOUSAND and 00/100 DOLLARS (\$22,000.00), that amount being the highest and best bid.
- (13) Mrs. Inez W. Harper % Rebecca Jones, Map 00410, Group 00, Parcel 08200, for further reference in Official Deed Book 78, Page 141, Register's Office, Montgomery County, Tennessee. Said property was sold to Judy L. Touchette, for the amount of ONE THOUSAND ONE HUNDRED and 00/100 DOLLARS (\$1,100.00), that amount being the highest and best bid.
- (14) G. H. Balthrop Etux Ruby, Map 0041B, Group 0A, Parcel 01401, for further reference in Official Deed Book 121, Page 50, Register's Office, Montgomery County, Tennessee. Said property was sold to Leon Walsh, for the amount of FIVE HUNDRED FIFTY and 00/100 DOLLARS (\$550.00), that amount being the highest and best bid.
- (15) James Bosley % Amy Creer, Map 0041M, Group 0A, Parcel 00600, for further reference in Official Deed Book 128, Page 565, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick, for the amount of FOUR HUNDRED and 00/100 DOLLARS (\$400.00), that amount being the highest and best bid.

- (16) David Cook, Map 0041N, Group 0E, Parcel 00800, for further reference in Official Record Book Volume 844, Page 619, Register's Office, Montgomery County, Tennessee. Said property was sold to Sydney B. Hedrick, for the amount of TWO HUNDRED and 00/100 DOLLARS (\$200.00), that amount being the highest and best bid.
- (17) Eugenio Soto Etux Evelyn Enid, Map 0041P, Group 0A, Parcel 02100, for further reference in Official Record Book Volume 498, Page 1512, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of THIRTY SIX THOUSAND and 00/100 DOLLARS (\$36,000.00), that amount being the highest and best bid.
- (18) John Hoosier % Lois Howard, Map 00420, Group 00, Parcel 00800, for further reference in Official Deed Book 100, Page 161, Register's Office, Montgomery County, Tennessee. Said property was sold to Lois Howard, for the amount of FOUR THOUSAND SIX HUNDRED and 00/100 DOLLARS (\$4,600.00), that amount being the highest and best bid.
- (19) John Hoosier % Lois Howard, Map 00420, Group 00, Parcel 00801, for further reference in Official Deed Book 100, Page 161, Register's Office, Montgomery County, Tennessee. Said property was sold to Lois Howard, for the amount of ONE THOUSAND EIGHT HUNDRED and 00/100 DOLLARS (\$1,800.00), that amount being the highest and best bid.
- (20) Michael J. Jenkins, Map 0043C, Group 0K, Parcel 01500, for further reference in Official Record Book Volume 420, Page 1864, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of SIXTEEN THOUSAND and 00/100 DOLLARS (\$16,000.00), that amount being the highest and best bid.
- (21) Cain Corporation, Map 0043H, Group 0B, Parcel 00300, for further reference in Official Record Book Volume 220, Page 1094, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of FIVE HUNDRED TWENTY EIGHT and 87/100 DOLLARS (\$528.87), that amount being the highest and best bid.
- (22) William G. Bacon Etux Daryl, Map 0043O, Group 0C, Parcel 02300, for further reference in Official Record Book Volume 330, Page 2188, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of TWENTY SIX THOUSAND and 00/100 DOLLARS (\$26,000.00), that amount being the highest and best bid.
- (23) Johnny P. Smith Etux % Linda Smith, Map 0044D, Group 0B, Parcel 02400, for further reference in Official Record Book Volume 461, Page 129, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of THREE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$3,500.00), that amount being the highest and best bid.
- (24) David Cook, Map 0044L, Group 0A, Parcel 00101, for further reference in Official Record Book Volume 844, Page 619, Register's Office, Montgomery County, Tennessee. Said property was sold to Judy L. Touchette, for the amount of ONE HUNDRED FIFTY and 00/100 DOLLARS (\$150.00), that amount being the highest and best bid.
- (25) Reese Bagwell, Map 0054E, Group 0A, Parcel 01200, for further reference in Official Record Book Volume 662, Page 604, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of ONE THOUSAND ONE HUNDRED THIRTY EIGHT and 32/100 DOLLARS (\$1,138.32), that amount being the highest and best bid.
- (26) Jesse Britt Etux Lucille, Map 0054E, Group 0B, Parcel 04201, for further reference in Official Record Book Volume 317, Page 2114, Register's Office, Montgomery County, Tennessee. Said property was sold to Tom Keesee, for the amount of THREE HUNDRED FIVE and 00/100 DOLLARS (\$305.00), that amount being the highest and best bid.

- (27) Clifton J. Blackwell Etux Barbara J., Map 0054F, Group 0B, Parcel 07200, for further reference in Official Record Book Volume 340, Page 2361, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of TWENTY FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00), that amount being the highest and best bid.
- (28) Robert H. Vachon Etux, Map 0054J, Group 0A, Parcel 00800, for further reference in Official Record Book Volume 75, Page 458, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick, for the amount of EIGHT HUNDRED and 00/100 DOLLARS (\$800.00), that amount being the highest and best bid.
- (29) James E. Wilkinson, Jr. Etux Pamela C., Map 0055I, Group 0D, Parcel 00301, for further reference in Official Record Book Volume 472, Page 1405, Register's Office, Montgomery County, Tennessee. Said property was sold to Theresa LeBlanc, for the amount of ONE HUNDRED FIFTY and 00/100 DOLLARS (\$150.00), that amount being the highest and best bid.
- (30) Chester Lee Burden Etux Donna Marie, Map 0055N, Group 0D, Parcel 00500, for further reference in Official Record Book Volume 549, Page 1441, Register's Office, Montgomery County, Tennessee. Said property was sold to Luis Humberto Huey, for the amount of TWO HUNDRED TWELVE and 00/100 DOLLARS (\$212.00), that amount being the highest and best bid.
- (31) Willie Ernest Cross, Map 0055N, Group 0D, Parcel 00700, for further reference in Official Record Book Volume 265, Page 983, Register's Office, Montgomery County, Tennessee. Said property was sold to Cynthia Merkerson, for the amount of FOUR HUNDRED and 00/100 DOLLARS (\$400.00), that amount being the highest and best bid.
- (32) Alberta Jelks % Milton Jelks, Map 0055N, Group 0D, Parcel 02600, for further reference in Official Deed Book 100, Page 664, Register's Office, Montgomery County, Tennessee. Said property was sold to Vallice Elliott and Robert T. Irvin, for the amount of SEVEN HUNDRED and 00/100 DOLLARS (\$700.00), that amount being the highest and best bid.
- (33) Alice & John C. Butts, Map 0055N, Group 0D, Parcel 04900, for further reference in Official Deed Book 120, Page 483, Register's Office, Montgomery County, Tennessee. Said property was sold to Theresa LeBlanc, for the amount of FOUR HUNDRED and 00/100 DOLLARS (\$400.00), that amount being the highest and best bid.
- (34) Mandy Waldrop Denson, Map 0055N, Group 0D, Parcel 05500, for further reference in Official Record Book Volume 844, Page 619, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of SEVEN HUNDRED FORTY FOUR and 17/100 DOLLARS (\$744.17), that amount being the highest and best bid.
- (35) Lois Howard ETAL % Doris Douglas, Map 0055N, Group 0D, Parcel 08300, for further reference in Official Record Book Volume 619, Page 1260, Register's Office, Montgomery County, Tennessee. Said property was sold to Lois Howard, for the amount of TWO HUNDRED and 00/100 DOLLARS (\$200.00), that amount being the highest and best bid.
- (36) Harold P. Cross, Map 0055N, Group 0D, Parcel 08500, for further reference in Official Record Book Volume 336, Page 1107, Register's Office, Montgomery County, Tennessee. Said property was sold to Harold P. Cross, for the amount of SIX HUNDRED and 00/100 DOLLARS (\$600.00), that amount being the highest and best bid.
- (37) Shelby T. Hoosier Etux Dorothy Montgomery, Map 0057A, Group 0B, Parcel 04300, for further reference in Official Record Book Volume 290, Page 516, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of THIRTY TWO THOUSAND and 00/100 DOLLARS (\$32,000.00), that amount being the highest and best bid.

- (38) Merlin Stegner, Map 0065I, Group 0B, Parcel 02601, for further reference in Official Record Book Volume 490, Page 2078, Register's Office, Montgomery County Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of ONE HUNDRED EIGHTY FIVE and 67/100 DOLLARS (\$185.67), that amount being the highest and best bid.
- (39) George M. Terrell, Map 0065P, Group 0D, Parcel 01800, for further reference in Official Record Book Volume 607, Page 2229, Register's Office, Montgomery County, Tennessee. Said property was sold to Tommy Smith, for the amount of ONE THOUSAND ONE HUNDRED and 00/100 DOLLARS (\$1,100.00), that amount being the highest and best bid.
- (40) George M. Terrell, Map 0065P, Group 0D, Parcel 01900, for further reference in Official Record Book Volume 549, Page 1080, Register's Office, Montgomery County, Tennessee. Said property was sold to John Law, for the amount of ONE THOUSAND ONE HUNDRED and 00/100 DOLLARS (\$1,100.00), that amount being the highest and best bid.
- (41) George M. Terrell, Map 0065P, Group 0D, Parcel 02000, for further reference in Official Record Book Volume 549, Page 1080, Register's Office, Montgomery County, Tennessee. Said property was sold to Tommy Smith, for the amount of ONE THOUSAND THREE HUNDRED and 00/100 DOLLARS (\$1,300.00), that amount being the highest and best bid.
- (42) Mrs. Louise Landers, Map 0066C, Group 0D, Parcel 01500, for further reference in Official Deed Book 138, Page 457, Register's Office, Montgomery County, Tennessee. Said property was sold to Tommy Smith, for the amount of FIVE HUNDRED TWENTY and 00/100 DOLLARS (\$520.00), that amount being the highest and best bid.
- (43) James Davis % Jackie Warfield, Map 0066C, Group 0F, Parcel 05200, for further reference in Official Deed Book 136, Page 671, Register's Office, Montgomery County, Tennessee. Said property was sold to Sabrina Wilson, for the amount of FIVE HUNDRED SIXTY THREE and 00/100 DOLLARS (\$563.00), that amount being the highest and best bid.
- (44) Callie D. Trass % Robert Lee, Map 0066D, Group 0B, Parcel 00500, for further reference in Official Record Book Volume 323, Page 1238, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of SEVEN HUNDRED and 00/100 DOLLARS (\$700.00), that amount being the highest and best bid.
- (45) Nannie Polk % Elizabeth Fagan, Map 0066E, Group 0B, Parcel 03100, for further reference in Official Record Book Volume 312, Page 2389, Register's Office, Montgomery County, Tennessee. Said property was sold to Benny F. Skinner, for the amount of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00), that amount being the highest and best bid.
- (46) Pamular Carter, Map 0066E, Group 0G, Parcel 01400, for further reference in Official Record Book Volume 690, Page 313, Register's Office, Montgomery County, Tennessee. Said property was sold to Kevin D. Shearon, for the amount of ELEVEN THOUSAND and 00/100 DOLLARS (\$11,000.00), that amount being the highest and best bid.
- (47) Robert Runyon Heirs % Brenda Carter Runyon, Map 0066E, Group 0G, Parcel 02500, for further reference in Official Deed Book 133, Page 486, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00), that amount being the highest and best bid.
- (48) Michael T. Knight., Map 0066E, Group 0L, Parcel 00400, for further reference in Official Record Book Volume 632, Page 820, Register's Office, Montgomery County, Tennessee. Said property was sold to Luis Humberto Huey, for the amount of THREE HUNDRED FORTY FIVE and 00/100 DOLLARS (\$345.00), that amount being the highest and best bid.

- (49) George Johnson % Ronald Hooker, Map 0066E, Group 0N, Parcel 00900, for further reference in Official Deed Book 114, Page 115, Register's Office, Montgomery County, Tennessee. Said property was sold to Tommy Smith, for the amount of THREE HUNDRED and 00/100 DOLLARS (\$300.00), that amount being the highest and best bid.
- (50) Birdie M. Rhodes, Map 0066E, Group 0N, Parcel 01400, for further reference in Official Record Book Volume 431, Page 754, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00), that amount being the highest and best bid.
- (51) Erma Carpenter % Sherman Golden, Map 0066F, Group 0C, Parcel 02000, for further reference in Official Deed Book 143, Page 158, Register's Office, Montgomery County, Tennessee. Said property was sold to City of Clarksville, for the amount of FOUR THOUSAND TWO HUNDRED FORTY and 46/100 DOLLARS (\$4,240.46), that amount being the highest and best bid. *
- (52) Josephine Moore, Map 0066F, Group 0C, Parcel 02900, for further reference in Official Deed Book 95, Page 400, Register's Office, Montgomery County, Tennessee. Said property was sold to Darrell McEachron, for the amount of SIX THOUSAND and 00/100 DOLLARS (\$6,000.00), that amount being the highest and best bid.
- (53) George M. Terrell, Map 0066F, Group 0E, Parcel 00900, for further reference in Official Record Book Volume 694, Page 1036, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of ONE THOUSAND and 00/100 DOLLARS (\$1,000.00), that amount being the highest and best bid.
- (54) George M. Terrell, Map 0066F, Group 0E, Parcel 01000, for further reference in Official Record Book Volume 694, Page 1036, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of NINE THOUSAND and 00/100 DOLLARS (\$9,000.00), that amount being the highest and best bid.
- (55) George M. Terrell, Map 0066G, Group 0B, Parcel 01400, for further reference in Official Record Book Volume 730, Page 1563, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of THREE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$3,500.00), that amount being the highest and best bid.
- (56) George M. Terrell, Map 0066G, Group 0K, Parcel 03000, for further reference in Official Record Book Volume 482, Page 2446, Register's Office, Montgomery County, Tennessee. Said property was sold to Sydney B. Hedrick, for the amount of ONE HUNDRED FIFTY and 00/100 DOLLARS (\$150.00), that amount being the highest and best bid.
- (57) Jerry W. Killebrew, Map 0066L, Group 0B, Parcel 00100, for further reference in Official Record Book Volume 298, Page 445, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00), that amount being the highest and best bid.
- (58) George M. Terrell, Map 0066L, Group 0L, Parcel 02900, for further reference in Official Record Book Volume 482, Page 2442, Register's Office, Montgomery County, Tennessee. Said property was sold to Thomas Moore Properties, for the amount of EIGHT HUNDRED and 00/100 DOLLARS (\$800.00), that amount being the highest and best bid.
- (59) Shirley M. Dickerson Etal % Salwillel Fields, Map 0066M, Group 0A, Parcel 00600, for further reference in Official Record Book Volume 694, Page 761, Register's Office, Montgomery County, Tennessee. Said property was sold to Darrell McEachron, for the amount of NINE THOUSAND and 00/100 DOLLARS (\$9,000.00), that amount being the highest and best bid.

- (60) Real Security, Inc., Map 0066O, Group 0D, Parcel 01100, for further reference in Official Record Book Volume 844, Page 125, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of SIX THOUSAND and 00/100 DOLLARS (\$6,000.00), that amount being the highest and best bid.
- (61) Sam Clardy % William Clardy, Map 0079C, Group 0B, Parcel 03000, for further reference in Official Deed Book 46, Page 394, Register's Office, Montgomery County, Tennessee. Said property was sold to Benny F. Skinner, for the amount of SEVEN HUNDRED and 00/100 DOLLARS (\$700.00), that amount being the highest and best bid.
- (62) George M. Terrell, Map 0079D, Group 0A, Parcel 02300, for further reference in Official Record Book Volume 695, Page 2381, Register's Office, Montgomery County, Tennessee. Said property was sold to Thomas Moore Properties, for the amount of EIGHT HUNDRED and 00/100 DOLLARS (\$800.00), that amount being the highest and best bid.
- (63) Mary Belle Poindexter, Map 0079D, Group 0F, Parcel 00800, for further reference in Official Record Book Volume 429, Page 1403, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of ONE HUNDRED FOURTEEN and 95/100 DOLLARS (\$114.95), that amount being the highest and best bid.
- (64) Roy & Aline McKinney % Mary B G Poindexter, Map 0079D, Group 0F, Parcel 01200, for further reference in Official Deed Book 129, Page 408, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of TWO HUNDRED SEVENTY TWO and 87/100 DOLLARS (\$272.87), that amount being the highest and best bid.
- (65) Georgia Green % Mary Poindexter, Map 0079D, Group 0F, Parcel 01400, for further reference in Official Deed Book 93, Page 392, Register's Office, Montgomery County, Tennessee. Said property was sold to City of Clarksville, for the amount of THREE THOUSAND TWO HUNDRED TWO and 53/100 DOLLARS (\$3,202.53), that amount being the highest and best bid.
- (66) Juanita Porter, Map 0079D, Group 0H, Parcel 01200, for further reference in Official Record Book Volume 741, Page 1445, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of NINETY SIX and 07/100 DOLLARS (\$96.07), that amount being the highest and best bid.
- (67) Anna E. Caldwell, Map 0079F, Group 0D, Parcel 01400, for further reference in Official Record Book Volume 403, Page 111, Register's Office, Montgomery County, Tennessee. Said property was sold to Sabrina Wilson, for the amount of ONE HUNDRED FIFTY THREE and 00/100 DOLLARS (\$153.00), that amount being the highest and best bid.
- (68) John Pollard % Mack Caldwell, Map 0079F, Group 0D, Parcel 01500, for further reference in Official Deed Book 23, Page 178, Register's Office, Montgomery County, Tennessee. Said property was sold to Joe Hagewood, for the amount of THREE THOUSAND THREE HUNDRED and 00/100 DOLLARS (\$3,300.00), that amount being the highest and best bid.
- (69) Anna E. Caldwell, Map 0079F, Group 0E, Parcel 02700, for further reference in Official Record Book Volume 546, Page 394, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of EIGHT THOUSAND ONE HUNDRED and 00/100 DOLLARS (\$8,100.00), that amount being the highest and best bid.
- (70) William J. Bryant, Jr., Map 0079J, Group 0B, Parcel 02900, for further reference in Official Record Book Volume 476, Page 331, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of ONE HUNDRED SIXTEEN and 57/100 DOLLARS (\$116.57), that amount being the highest and best bid.

- (71) Jerald W. Puffenbarger Etux Carol S., Map 0079J, Group 0C, Parcel 01400, for further reference in Official Record Book Volume 619, Page 410, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of ONE HUNDRED TWO and 84/100 DOLLARS (\$102.84), that amount being the highest and best bid.
- (72) Dwayne Corley, Map 0079K, Group 0C, Parcel 01400, for further reference in Official Record Book Volume 740, Page 1625, Register's Office, Montgomery County, Tennessee. Said property was sold to Barry Gregory, for the amount of SIX THOUSAND and (\$6,000.00), that amount being the highest and best bid.
- (73) Mack Caldwell Est., Map 0079L, Group 0A, Parcel 00900, for further reference in Official Deed Book 42, Page 168, Register's Office, Montgomery County, Tennessee. Said property was sold to Damian Perry, for the amount of ONE HUNDRED SEVENTEEN and 00/100 DOLLARS (\$117.00), that amount being the highest and best bid.
- (74) Anna E. Caldwell, Map 0079L, Group 0A, Parcel 01700, for further reference in Official Record Book Volume 403, Page 111, Register's Office, Montgomery County, Tennessee. Said property was sold to Damian Perry, for the amount of ONE HUNDRED TWENTY and 00/100 DOLLARS (\$120.00), that amount being the highest and best bid.
- (75) William T. Reese Etux Kernetha L., Map 0080A, Group 0B, Parcel 02700, for further reference in Official Record Book Volume 826, Page 2938, Register's Office, Montgomery County, Tennessee. Said property was sold to Legacy Development, for the amount of TEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$10,500.00), that amount being the highest and best bid.
- (76) Henry Hunter % Mable Lindsey, Map 0080A, Group 0B, Parcel 03900, for further reference in Official Deed Book 35, Page 90, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of FIVE HUNDRED and 00/100 DOLLARS (\$500.00), that amount being the highest and best bid.
- (77) Chester Lee Burden Etux Donna Marie, Map 0080E, Group 0B, Parcel 02201, for further reference in Official Record Book Volume 549, Page 1439, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of NINETY FIVE and 24/100 DOLLARS (\$95.24), that amount being the highest and best bid.
- (78) Georgia Ella Shepherd, Map 0080H, Group 0A, Parcel 02800, for further reference in Official Record Book Volume 66, Page 706, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of TWENTY FIVE HUNDRED and 00/100 DOLLARS (\$2,500.00), that amount being the highest and best bid.
- (79) Chester Lee Burden Etux Donna Marie, Map 0080H, Group 0D, Parcel 01800, for further reference in Official Record Book Volume 549, Page 1443, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of NINETY EIGHT and 50/100 DOLLARS (\$98.50), that amount being the highest and best bid.
- (80) Francis W. Malone & Samuel, Map 0080H, Group 0F, Parcel 01700, for further reference in Official Record Deed Book 140, Page 11, Register's Office, Montgomery County, Tennessee. Said property was sold to Richard C. Yarbrow and Ross B. Yarbrow, for the amount of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00), that amount being the highest and best bid.
- (81) Darrell Wayne Batson Etux Rhonda Jo., Map 0088B, Group 0A, Parcel 04101, for further reference in Official Record Book Volume 504, Page 674, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick, for the amount of ONE HUNDRED THIRTY and 00/100 DOLLARS (\$130.00), that amount being the highest and best bid.

- (82) Gary and Patti Webb, Map 00920, Group 00, Parcel 00309, for further reference in Official Record Book Volume 749, Page 2131, Register's Office, Montgomery County, Tennessee. Said property was sold to Thomas Moore Properties, for the amount of TWO HUNDRED EIGHTY FIVE and 00/100 DOLLARS (\$285.00), that amount being the highest and best bid.
- (83) Kanco, Inc., Map 00970, Group 00, Parcel 02914, for further reference in Official Record Book Volume 373, Page 1354, Register's Office, Montgomery County, Tennessee. Said property was sold to Sydney B. Hedrick, for the amount of TWO HUNDRED and 00/100 DOLLARS (\$200.00), that amount being the highest and best bid.
- (84) Kanco, Inc., Map 00970, Group 00, Parcel 02916, for further reference in Official Record Book Volume 373, Page 1354, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick, for the amount of TWO HUNDRED and 00/100 DOLLARS (\$200.00), that amount being the highest and best bid.
- (85) Kanco, Inc., Map 00970, Group 00, Parcel 02917, for further reference in Official Record Book Volume 373, Page 1354, Register's Office, Montgomery County, Tennessee. Said property was sold to Sydney B. Hedrick, for the amount of ONE HUNDRED NINETY FIVE and 00/100 DOLLARS (\$195.00), that amount being the highest and best bid.
- (86) Terry Allen Black Etux Cynthia Diane, Map 01000, Group 00, Parcel 12004, for further reference in Official Record Book Volume 327, Page 1759, Register's Office, Montgomery County, Tennessee. Said property was sold to Darrell McEachron, for the amount of THREE THOUSAND SIX HUNDRED and 00/100 DOLLARS (\$3,600.00), that amount being the highest and best bid.
- (87) Herbert Ramey Etux Patricia Ann, Map 01010, Group 00, Parcel 05100, for further reference in Official Record Book Volume 103, Page 193, Register's Office, Montgomery County, Tennessee. Said property was sold to Benny F. Skinner, for the amount of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00), that amount being the highest and best bid.
- (88) Dimple Batson Cardwell, Map 01010, Group 00, Parcel 18500 and Map 01010, Group 00, Parcel 18500 S/I 1, for further reference in Official Record Book Volume 352, Page 997, Register's Office, Montgomery County, Tennessee. Said property was sold to Phillip and Garie Epps, for the amount of FORTY SIX THOUSAND and 00/100 DOLLARS (\$46,000.00), that amount being the highest and best bid.
- (89) Quitty O. Wilson, Map 01270, Group 00, Parcel 00703, for further reference in Official Record Book Volume 844, Page 619, Register's Office, Montgomery County, Tennessee. Said property was sold to Montgomery County, Tennessee, for the amount of ONE HUNDRED SEVENTY ONE and 38/100 DOLLARS (\$171.38), that amount being the highest and best bid.
- (90) Craig Holiday, Map 01320, Group 00, Parcel 01400, for further reference in Official Record Book Volume 312, Page 1405, Register's Office, Montgomery County, Tennessee. Said property was sold to Frank Herndon, for the amount of TWELVE THOUSAND and 00/100 DOLLARS (\$12,000.00), that amount being the highest and best bid.
- (91) Emily Davis Est. % Phil Davis, Map 01320, Group 00, Parcel 04700, for further reference in Official Deed Book 42, Page 450, Register's Office, Montgomery County, Tennessee. Said property was sold to Frank Herndon, for the amount of THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00), that amount being the highest and best bid.
- (92) Luke M. Dumbar, Map 01440, Group 00, Parcel 01606, for further reference in Official Record Book Volume 675, Page 1058, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick, for the amount of THREE HUNDRED and 00/100 DOLLARS (\$300.00), that amount being the highest and best bid.

(93) Isaac D. Ramey, Map 01440, Group 00, Parcel 04700, for further reference in Official Deed Book 117, Page 356, Register's Office, Montgomery County, Tennessee. Said property was sold to Berry S. Hedrick for the amount of ONE THOUSAND and 00/100 DOLLARS (\$1,000.00), that amount being the highest and best bid.

15/ Edward Davis
Edward Davis, Clerk and Master, Chancery Court,
Montgomery County, Tennessee

And it appearing to the Court that said report has been on file for more than 10 days;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT:

That said report is in all things confirmed as the above listed exhibits or parcel numbers. Said report is in the following words and figures attached hereto by the Clerk.

That all right, title, and interest in said properties is hereby divested out of said defendants and all other persons having an interest in said properties and vested in the respective purchasers, subject to the right of the defendant owners of said properties to redeem the same within one year;

That the Clerk shall make, acknowledge for registration, and deliver to said purchaser(s) a deed conveying such tract of land, as aforesaid, or, will provide at the election of the purchaser(s) a certified decree;

That upon application of the purchaser(s), a writ of possession will issue, at the cost of the purchaser(s), to place said purchaser(s) in possession of said tract of land;

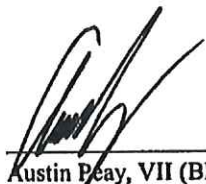
That the Clerk shall order the Trustee to distribute the proceeds of each sale as follows:

First, to the twenty (20%) percent penalty as allowed as compensation for the prosecution of the suits to be payable to Austin Peay, VII, Delinquent Tax Attorney; Second, to the costs of the County for the proportionate share of service fees and advertising expenses chargeable against each of the several owners and title search fees; Third, such county taxes as may be due Carolyn P. Bowers, County Trustee; and Fourth, such city taxes as may be due Wilbur M. Berry, Jr., Commissioner of Finance & Revenue;

That the Trustee retain, subject to rightful claims, any balance remaining after payment of all of the above; That upon disbursement of the sale proceeds as above provided, the judgment be satisfied and all liens on said property be discharged; and all other matters are reserved.

15/ Carol Catalano
Chancellor

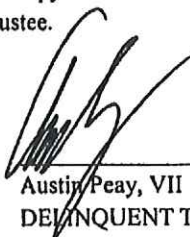
Date: Oct. 20, 2003



Austin Peay, VII (BPR# 016245)
DELINQUENT TAX ATTORNEY
308 South Second Street
Clarksville, TN 37040
(931) 552-1480

Certificate of Service

I hereby certify that the opposing parties are being served a copy of this order by U. S. Mail, postage prepaid, at the address appearing on the Tax Rolls of the Montgomery County Trustee.



Austin Peay, VII
DELINQUENT TAX ATTORNEY

State of Tennessee

County of Montgomery

Case No. MC CH CV DQ 03 - 0000001

I, Edward Davis, Clerk and Master of Montgomery County, Tennessee, hereby certify that the attached foregoing copy of the DECREE CONFIRMING SALE, DIVESTING AND VESTING TITLE (SALE HELD SEPTEMBER 18, 2003) filed on October 20, 2003. In the cause of

MONTGOMERY COUNTY

VS

DELINQUENT TAXPAYERS

has been compared and is certified by me as a full, true and correct copy of the original on file in my office and in my custody.

In testimony whereof, I have here unto set my hand and affixed the seal of the court on OCTOBER 21, 2003. .

Chancery Court
Clerk And Master
Edward Davis

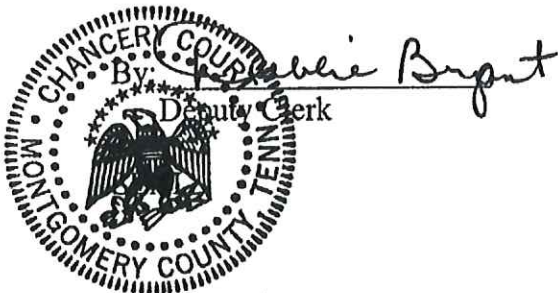


EXHIBIT B

Contract for Purchase and Sale of Real Estate

THIS CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE is made and entered into this _____ day of _____, 2020, by and between the City of Clarksville, a Tennessee Municipal Corporation ("Seller"), and ANGI SMITH (the "Purchaser").

WITNESSETH:

1. PROPERTY

Seller, in consideration of the mutual covenants and obligations herein, do hereby agree to convey to Purchaser, and Purchaser agrees to purchase from Seller, at the consideration of the Purchase Price and upon the terms and conditions hereof, the following described real property, hereinafter referred to as the "Property":

Certain tracts or parcels of real estate in Montgomery County, Tennessee, being located at 1019 Main Street, having Map and Parcel Number 066F C 02000 referenced in Exhibit "A" together with all appurtenances, rights, privileges, easements, and advantages belonging thereto.

2. CONSIDERATION AND PAYMENT

2.1. Subject to the adjustments provided for herein and the other terms and provisions of this Contract, Purchaser agrees to pay, and Seller agrees to accept as full consideration for the conveyance of the Property, the sum of NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) (the "Purchase Price"), payable at Closing in immediately available funds prior to 5:00 p.m. Central Time on the date of closing.

2.2. Purchaser shall pay to Seller an amount equal to TEN PERCENT (10%) of said purchase price upon signing of this Contract for Purchase and Sale of Real Estate and of the Seller's acceptance of offer as earnest money.

3. CLOSING COSTS

3.1. Seller shall be responsible for all expenses incurred by Seller in connection with or relating to Seller satisfying the terms and conditions hereof.

3.2. Purchaser shall be responsible for the costs and expenses of acquiring an owner's title insurance policy; all transfer and recording fees, costs, and taxes; and all closing and other expenses incurred by Purchaser in connection with or relating to Purchaser's satisfying the terms and conditions hereof.

4. ADJUSTMENTS

4.1. Real and personal property ad valorem taxes upon the Property assessed for the year in which Closing occurs shall be prorated as of the Closing Date.

4.2. All other expenses of operating or owning the Property shall be prorated as of the Closing Date, those paid or accruing prior to the Closing Date being Seller's responsibility and those accruing on and after the Closing Date being Purchaser's responsibility.

5. RISK OF LOSS

5.1. Seller shall bear the risk of loss or damage to the Property until transfer of title to the Property to Purchaser.

6. CONDEMNATION

6.1. If all or any part of the Real Property is subject to a pending or threatened condemnation or similar proceeding or is otherwise taken through any power of eminent domain prior to Closing, Purchaser may elect to:

- (a) Terminate this Contract and have the Earnest Money immediately returned, in which case each of the parties shall be released from further liability to the other, or
- (b) Purchase the Real Property under the terms of this Contract, in which event Seller shall assign to Purchaser all of Seller's interest in and to any condemnation award.

6.2. Purchaser's election under the preceding Paragraph 6.1 shall be made in writing to Seller at any time within ten (10) days of Purchaser's receipt of Seller's written notice of such taking or pending or threatened condemnation or similar proceeding.

7. CONVEYANCES

At Closing, Seller shall convey, assign and transfer to Purchaser, by such instruments and assignments as may be acceptable to Purchaser good and marketable fee simple title to the Real Property, without exceptions except as expressly provided herein, by a good and valid General Warranty Deed. Seller shall execute and deliver such other documents and instruments of assignment and transfer as Purchaser may require.

8. PROPERTY CONDITION

The Purchaser accepts the Property "AS IS" in its current state and condition without any work, repairs, treatments or improvements.

9. REPRESENTATIONS AND WARRANTIES

9.1. Seller is the true and lawful owner of the Property and has full power and authority to enter into this Contract and to convey such interest in the Property. Seller's execution of this Contract and performance hereunder is not in conflict with or a breach or default under any other agreement to which Seller are bound.

9.2. Seller makes no further representations or warranties as to the Property.

10. CONTRACT DEFAULT

Should Purchaser default, the earnest money shall be forfeited to Seller, and Seller may sue for additional damages, specific performance of the Agreement, or both. Should Seller default, the earnest money shall be refunded to the Purchaser, and Purchaser may sue for damages, specific performance of this Agreement, or both. The prevailing party in litigation shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

11. CLOSING DATE AND LOCATION

11.1. The Closing shall be within 60 days from the date of the City's acceptance of offer which is determined by City Council approval, or at such other date as shall be mutually agreeable to Purchaser and Seller. The Closing may be extended by written agreement of the parties.

11.2. The sale of the Property shall be closed at the office of Larry Rocconi, 308 S 2nd St, Clarksville, Tennessee 37040. THE PARTIES CONSENT TO THE USE OF A SINGLE CLOSING AGENCY AND WAIVE ANY CONFLICTS ARISING FROM THE USE OF A SINGLE CLOSING AGENCY.

11.3. At Closing, the Purchase Price, all documents herein contemplated for the conveyance of the Property, and the payment of the Purchase Price, and all other necessary documents and instruments shall be executed and/or delivered. Possession of the Property shall be transferred to Purchaser on the Closing Date.

12. NOTICES

All notices required herein must be written and shall be deemed to have been validly given when deposited postage prepaid either (i) with a nationally recognized overnight courier or (ii) in the United States Mail, Certified, Return Receipt Requested, addressed to the parties as identified and set forth below:

To Purchaser:

Tangi Smith (W.E.)
3404 Broadfield Dr
Clarksville TN 37042

To Seller:

Joe Pitts, Mayor
City of Clarksville
One Public Square
Clarksville, TN 37040

With a copy to:

City of Clarksville Legal Department
One Public Square
Clarksville, TN 37040

13. ENTIRE AGREEMENT

This Contract constitutes the sole and entire agreement between Purchaser and Seller and no modification hereof shall be binding unless signed by both Purchaser and Seller. Representations, promises, or inducements not included in this Contract shall not be binding upon either of the parties.

14. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and shall ensure to the benefit of each of the parties hereto, their respective successors, assigns, beneficial owners and representatives.

15. OFFER AND ACCEPTANCE

This offer may not be accepted if, prior to Seller's execution hereof, the same shall have been revoked by Purchaser. This offer may be revoked by notice to Seller as provided in Paragraph 12 hereof.

16. COMMISSIONS

The parties each warrant and represent to each other that no fee or commission is due to any broker or agent in connection with this Contract and the transactions described herein. The parties agree to mutually hold each other harmless from and against all claims for brokerage or agent commissions asserted by any party as a result of the sale and purchase of the Property.

17. MISCELLANEOUS

17.1. Time is of the essence in the performance and satisfaction of the obligations and conditions of this Contract.

17.2. Reserved.

17.3. The validity, construction, interpretation and performance of this Agreement shall be governed in accordance with procedural and substantive laws of the State of Tennessee, notwithstanding any choice of law, principle or rule of law to the contrary. Venue for any action relating to or arising from this transaction shall be in Montgomery County, Tennessee.

17.4. In case any one or more of the provisions contained in this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17.5. The captions and headings contained in this Agreement are inserted only as a matter of convenience and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any paragraph hereof or the intent of any provision hereof.

17.6. This Agreement is expressly contingent on the approval of a measure or an ordinance authorizing the sale of the Property by the Clarksville City Council, as is necessary.

IN WITNESS WHEREOF, this Contract has been executed by the Purchaser and Seller on the dates set out below their respective signatures hereto.

PURCHASER:



By: Tangi Smith


SELLER:

CITY OF CLARKSVILLE

By: 

Mayor Joe Pitts

Attest:


Sylvia Skinner, City Clerk



TR
KS
HBB