



**CLARKSVILLE CITY COUNCIL
EXECUTIVE SESSION
AUGUST 27, 2020, 4:30 P.M.**

AGENDA

This meeting will be conducted in person, via Google Meets, and live-streamed on cityofclarksville.com

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, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.

1) SPECIAL RECOGNITIONS

2) PLANNING COMMISSION *RPC Director Jeff Tyndall*

ZONING POSTPONED:

1. **ORDINANCE 10-2020-21** (First Reading; Postponed August 6, Public Hearing held August 6) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Faith Investments % Chris Blackwell for zone change on property located at the intersection of North Whitfield Road and Needmore Road from AG Agricultural District to R-4 Multiple Family Residential District *RPC: Disapproval/Disapproval*

ZONING PUBLIC HEARING:

1. **ORDINANCE 25-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of J & N Enterprises, Inc., for zone change on property located north of Tiny Town Road at the western termini of Seagull Drive and Egret Drive from R-2 Single Family Residential District to R-2D Two Family Residential District *RPC: Approval/Approval*

2. **ORDINANCE 26-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Habitat For Humanity, Syd Hedrick-Agent, for zone change on property located at the intersection of Washington Street and Greenwood Avenue from R-3 Three Family Residential District to R-6 Single Family Residential District *RPC: Approval/Approval*

3. **ORDINANCE 27-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Habitat For Humanity, Syd Hedrick-Agent, for zone change on property located at the intersection of Beech Street and Providence Boulevard from C-2 General Commercial District to R-6 Single Family Residential District *RPC: Approval/Approval*

4. **ORDINANCE 28-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Berry Hedrick, Syd Hedrick-Agent, for zone change on property located at the intersection of Crossland Avenue and Martin Street from C-2 General Commercial District to R-6 Single Family Residential District *RPC: Approval/Approval*

3) CONSENT AGENDA *City Clerk*

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

1. **ORDINANCE 1-2020-21** (Second Reading) Amending the Official Code to establish regulations pertaining to short term rentals

2. **ORDINANCE 5-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Wm. Hoosier, Todd Morris-Agent, for zone change on property located at the terminus of Prewitt Lane from AG Agricultural District to R-1 Single Family Residential District

3. **ORDINANCE 6-2020-21** (Second Reading) Authorizing extension of utility services to 1551 Woodlawn Road; request of Patricia Murphy

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

5. **ORDINANCE 8-2020-21** (Second Reading) Amending the Official Code relative to fireworks

6. **ORDINANCE 9-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Carol Stevens, Derrick Stevens-Agent, for zone change on property located at the southern terminus of West Thompkins Lane from R-1 Single Family Residential District to R-3 Three Family Residential District

7. **ORDINANCE 11-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Joe Roberts, Cal McKay/Burchett & Company-Agent, for zone change on property located at the intersection of Old Ashland City Road and Martha Lane from R-3 Three Family Residential District to R-6 Single Family District

8. **ORDINANCE 12-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Syd Hedrick, Syd Hedrick-Agent, for zone change on property located at the intersection of Greenwood Avenue and Woodmont Boulevard from R-3 Three Family Residential District to R-6 Single Family Residential District and R-4 Multiple Family Residential District

9. **ORDINANCE 13-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mary Davis Holt, Bobby Powers/Greenspace Partners-Agent, for zone change on property located at the intersection of Ashland City Road and Avondale Drive from C-5 Highway & Arterial Commercial District to R-6 Single Family Residential District and R-2 Single Family Residential District

10. **ORDINANCE 14-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mary Davis Holt, Bobby Powers/Greenspace Partners-Agent, for zone change on property located at the intersection of Ashland City Road and Avondale Drive from R-1 Single Family Residential District to C-2 General Commercial District

11. **ORDINANCE 15-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Luke Baggett, Syd Hedrick-Agent, for zone change on property located at the intersection of Seven Mile Ferry Road and Edmondson Ferry Road from C-2 General Commercial District and R-1 Single Family Residential District to R-6 Single Family Residential District

12. **ORDINANCE 16-2020-21** (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of River Chase Marine Terminal, LLC for zone change on property located at the intersection of Ashland City Road and Beacon Drive from R-4 Multiple Family Residential District to R-2A Single Family Residential District

13. **ORDINANCE 17-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Re4e Holdings, LLC, for zone change on property located at the intersection of Lafayette Road and Lillie Belle Lane from R-1 Single Family Residential District to R-6 Single Family Residential District

14. **RESOLUTION 19-2020-21** Approving appointments to the Parking Commission

- *Housing Authority: Trina Hill (fill unexpired term of Sheron Williams-resigned) - September 2020 through September 2022; Dr. Gregory Stallworth (replace Gary Ellis-term expired) - October 2020 through September 2025*

- *Parking Commission: Andrea Herrera (replace Alan Senseney-term expired) - September 2020 - August 2022*

15. Adoption of Minutes: August 6

4) FINANCE COMMITTEE *Chairman Jeff Burkhardt*

1. **ORDINANCE 19-2020-21** (First Reading) Authorizing sale of property located at 1019 Main Street to Tangi Smith *Finance Committee: Approval*
2. **ORDINANCE 20-2020-21** (First Reading) Amending the Official Code relative to gas, water, and sewer charges, deposits, programs, adjustments, and installment plans *Finance Committee and Gas & Water Committee: Approval*
3. **ORDINANCE 21-2020-21** (First Reading) Waiving credit processing fees Community Development *Finance Committee: Approval*
4. **ORDINANCE 23-2020-21** (First Reading) Authorizing sale of property located at 10 Jamestown Place to Habitat For Humanity *Finance Committee: Approval*
5. **RESOLUTION 10-2020-21** Authorizing an interlocal agreement with Montgomery County Emergency Management Agency for use of radio frequencies for emergency responses *Finance Committee and Public Safety Committee: Approval*
6. **RESOLUTION 11-2020-21** Authorizing an interlocal agreement with Montgomery County Emergency Medical Services for use of radio frequencies for emergency responses *Finance Committee and Public Safety Committee: Approval*
7. **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 *Finance Committee: Approval*

5) GAS & WATER COMMITTEE *Chairlady Valerie Guzman*

1. **ORDINANCE 18-2020-21** (First Reading) Authorizing extension of city utilities to Garrettsburg Road; request of Vernon Weakley *Gas & Water Committee: Approval*
2. Department Report

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

1. Department Report

7) PARKS & RECREATION COMMITTEE *Chairlady Valerie Guzman*

1. Department Report

8) PUBLIC SAFETY COMMITTEE *Chairman Jeff Henley*

1. **ORDINANCE 22-2020-21** (First Reading) Amending the Official Code relative to storage of inoperable vehicles on commercial property *Public Safety Committee: Approval*
2. **RESOLUTION 20-2020-21** Adopting the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan *Public Safety Committee: Approval*
3. Department Reports

9) STREETS & GARAGE COMMITTEE *Chairman Tim Chandler*

1. Department Reports

10) TRANSPORTATION COMMITTEE *Chairlady Wanda Smith*

1. Department Reports

11) NEW BUSINESS

1. **ORDINANCE 24-2020-21** (First Reading) Amending the Official Code relative to the Code of Ethics regarding payment of attorney fees *Councilman Norris*
2. **ORDINANCE 29-2020-21** (First Reading) Amending ORDINANCE 29-2019-20 and the Official Code relative to Internal Service Fund settlement authority *Councilman Chandler*

12) MAYOR AND COUNCIL MEMBER COMMENTS

13) PUBLIC COMMENTS

No requests were received.

14) ADJOURNMENT

ORDINANCE 10-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF FAITH INVESTMENTS, C/O CHRIS BLACKWELL, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF NORTH WHITFIELD ROAD AND NEEDMORE ROAD

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

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

PUBLIC HEARING: August 6, 2020
POSTPONED: August 6, 2020 to September 3, 2020
FIRST READING:
SECOND READING:
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point said point being 375 +/- feet north of the centerline of the Needmore Rd. & N. Whitfield intersection, said point also being the northwest corner of the Orlando Rudolph Reed property, and also in the eastern ROW margin of N. Whitfield Rd. thence in a northerly direction 270 feet with the eastern margin of N. Whitfield Rd. to a point, said point being the southwest corner of the Patricia Ann Jackson Smith property, thence in an easterly direction 381 +/- feet with the southern boundary of the Patricia Ann Jackson Smith property to a point, said point being in the western boundary of the Donald W. Green property, thence in a southerly direction 311 +/- feet with the western boundary of the Donald W. Green property & others to a point, said point being the northeast corner of the Sonja Mae McGlown property, thence in a westerly direction 383 +/- feet with the northern boundary of the Sonja Mae McGlown property & other to the point of beginning, said herein described tract containing 2.5 +/- acres, further identified as current Tax Map 31, parcel 17.00

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 7/29/2020

CASE NUMBER: Z - 21 - 2020

NAME OF APPLICANT:Faith Investments

C/o Chris Blackwell

AGENT:

GENERAL INFORMATION

TAX PLAT: 031

PARCEL(S): 017.00

ACREAGE TO BE REZONED: 2.48

PRESENT ZONING: AG

PROPOSED ZONING: R-4

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Property located on the east frontage of N. Whitfield Rd. 500 +/- feet north of the N. Whitfield Rd. & Needmore Rd. intersection.

CITY COUNCIL WARD: 9

COUNTY COMMISSION DISTRICT: 17

CIVIL DISTRICT: 2

DESCRIPTION OF PROPERTY: Existing level single family home site.

APPLICANT'S STATEMENT To develop a small multifamily infill development. The size and shape of the property as
FOR PROPOSED USE: well as access restrictions to Whitfield limits the feasibility of a single family
development.

GROWTH PLAN AREA: CITY

PLANNING AREA: Trenton

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

No gravity sewer available.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

A traffic assessment required.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

No Comment(s) Received

8. SCHOOL SYSTEM:

ELEMENTARY: GLENELLEN
MIDDLE SCHOOL: NORTHEAST
HIGH SCHOOL: NORTHEAST

Glenellen Elementary, Northeast Middle & Northeast High are in the fastest growing region in Montgomery County. Glenellen Elem. is at 101% capacity & currently has 4 portable classrooms. Northeast Middle is at 109% capacity & currently has 9 portables & Northeast High is at 86% capacity. CMCSS has added an average of 10 portable classrooms each year for the last 4 years. This continued student growth necessitates additional action to address building capacity growth & school transportation needs. This development will contribute additional students & neither infrastructure, funding, nor processes are in place at this time to address housing development in this region!

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased multi-family residential density

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: N. Whitfield Rd.

DRAINAGE COMMENTS: East

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS: 29

POPULATION: 78

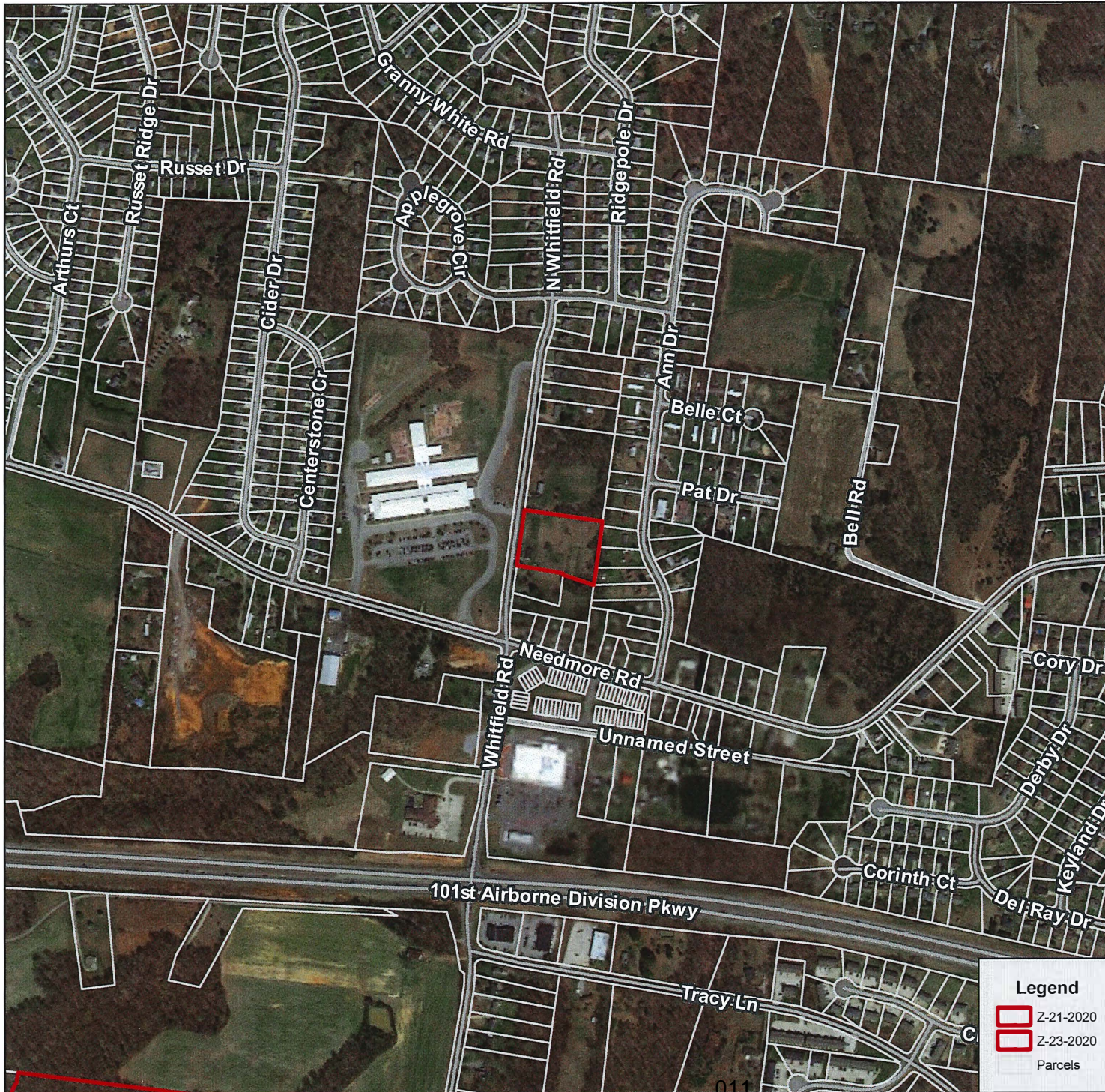
APPLICABLE LAND USE PLAN

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

STAFF RECOMMENDATION: **DISAPPROVAL**

1. The long range potential of this property appears to be multi-family, however existing roadway infrastructure at the N. Whitfield & Needmore Rd. intersection is currently inadequate.
2. The submitted traffic assessment indicates the current level of service as being inadequate for the N. Whitfield & Needmore Rd. intersection
3. This proposed zoning should be delayed until the intersection improvements are completed.
4. No adverse environmental issues were identified relative to this request.

5.



Z-21-2020

APPLICANT:
FAITH INVESTMENTS

REQUEST:

AG

TO

R-4

MAP AND PARCEL

031 01700

+/- ACRES

2.48

1:8,000



6/24/2020



Z-21-2020

APPLICANT:
FAITH INVESTMENTS

REQUEST:
AG
TO
R-4

MAP AND PARCEL
031 01700

+/- ACRES
2.48

1:1,500



6/24/2020

Legend

 Z-21-2020
 Parcels



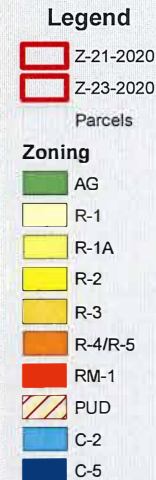
Z-21-2020

APPLICANT:
FAITH INVESTMENTS

REQUEST:
AG
TO
R-4

MAP AND PARCEL
031 01700

+/- ACRES
2.48



1:8,000



6/24/2020

CASE NUMBER: Z 21 2020

MEETING DATE 7/29/2020

APPLICANT: Faith Investments

C/o Chris Blackwell

PRESENT ZONING AG

PROPOSED ZONING R-4

TAX PLAT # 031

PARCEL 017.00

GEN. LOCATION Property located on the east frontage of N. Whitfield Rd. 500 +/- feet north of the N. Whitfield Rd. & Needmore Rd. intersection.

PUBLIC COMMENTS

A copy of e-mail is in the file.

John,

Comments for Planning Meeting:

The property adjacent to the proposed project (Case Number Z-21-2020) south towards Needmore Road is owned by our family (Sonjia McGlown, Riniski McGlown, Fonda Malone and Orlando Reed). Currently, on this property is a single family residence that has been in the possession of the Reed family for over thirty years. The property is used by the family as a second home and remains in the family as a possible location for retirement homes for several family members. Properties along this section of North Whitfield Road have been used for single family dwellings also over the last thirty years. Farming on the properties along North Whitfield Road had been discontinued even before Glenellen School was built in the late 1990s. During this time the properties along North Whitfield road have been used primarily as single family residence.

With addition of the Glenellen Elementary school and the housing subdivision down North Whitfield Road a tremendous traffic flow problem have developed in that area. There is an ongoing road improvement project underway to reduce traffic congestion. This road imprudent project will implement a roundabout at the intersection of Needmore and North Whitefield Road. Based on observations of the traffic in that area, this will pose safety issue with no stop light or stop sign to slow traffic as it enters North Whitefield Road in the immediate vicinity of the family property driveway. This road improvement project may enhance the flow of traffic, but it will also create a hazardous condition for our family with egress on to North Whitefield Road from the residence located on the property.

In Clarksville significant traffic flow issues are prevalent across the city as approval for the additions of schools, apartments, subdivisions and multiple family units are implemented without full regard to the impacts to the community at large. As a native Clarksvillians, we are shocked when we come home at the congestion and traffic flow issues especially in area of what we refer to as Saint Bethlehem. As military families, we have been stationed at numerous locations across the nation that have experienced rapid population growth. Some communities have managed the growth well, where others have not. It can be truly a difficult problem to resolve.

With the addition of multiple family units as proposed (Case Number Z-21-2020) there will be an additional traffic burdens on the intersection and the bordering the school property resulting in the direct opposite effect of the road construction project that is under development. In addition, the nature and the natural beauty of the properties adjacent to the school in that area will be irrevocably altered.

We understand the area will change over time. But, we believe preserving the current nature of the area with single family residences would be a more prudent planning decision in the long term. This would maintain the current nature of the area adjacent to the school, eliminate additional traffic flow problems in the best interest for the community at large.

One suggestion for the planning committee before a final decision is render. Conduct a survey of the households along North Whitfield to include those in the subdivision down North Whitfield Road as to their opinion of the multiple family unit project. We believe if this issue is clearly presented to the community they would reject a multiple family units in the area.

We are truly thankful for an opportunity to address our concerns.

Respectfully Submitted,

McGlown and Reed Families



**City
of
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

7-21-2020

Zone Change

1 message

Tiffany Caler <tfinlason@yahoo.com>

Mon, Jun 29, 2020 at 8:52 PM

Reply-To: Tiffany Caler <tfinlason@yahoo.com>

To: "john.spainhoward@cityofclarksville.com" <john.spainhoward@cityofclarksville.com>

Hello,

I am emailing regarding the zoning change to the property on N Whitfield across from Glenellen Elementary. I think this would be a HUGE mistake. The intersection of Whitfield and Needmore is already horribly congested from all the housing that has been added to the Glenn Ellen Landing neighborhood. Traffic floods out into 101st where people have to sit through 3-4 light cycles just to turn into Whitfield from 101st. The city wants to add either a roundabout or a traffic signal to alleviate some of the congestion, but this will only get worse if more housing, especially apartments are built there. Please consider not only the people who already live and deal with this congestion daily, but the burden to an already overwhelmed school that cannot sufficiently move traffic during pick up and drop off times.

Thank you,

Tiffany Caler

tfinlason@yahoo.com

(352) 345-9933



**City
of
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

N. Whitfield rezone

1 message

2-21-2020

Alicia Archuleta <aliciamarchuleta@gmail.com>

Mon, Jun 29, 2020 at 9:45 PM

To: john.spainhoward@cityofclarksville.com

Mr. Spainhoward,

As a resident of Applegrove for the last 14 years I have seen growth upon growth in the area with little regard to the infrastructure.

By adding apartment buildings across from the elementary school, it will only be adding to the problem that spills onto 101st at the light. More than once I have been stuck in the intersection because cars were moving and all the sudden backed up blocking the traffic going toward FT Campbell Blvd. Personally I am anxious about the traffic circle solution as most locals aren't familiar with them and don't know how to work the four way stop, but no one seemed to listen during that call for input.

The neighborhood representatives were ignored when we went in person to ask for the Walmart market to not be approved because of the traffic we deal with daily, so I'm sure this is likely for naught as well.

However as a voter, parent and nearly 40 year resident of this town I feel the need to voice this.

Sincerely,
Alicia Archuleta
2829 Rome Lane
9312167039

Sent from my iPhone



**City
of
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

zone change

1 message

Z-21-2020

Julie Greatorex Griffith <jeg8718@yahoo.com>

Mon, Jun 29, 2020 at 11:18 PM

To: john.spainhoward@cityofclarksville.com

Hello.

I was informed that there could possibly be some apartments being built on or close to Needmore road. I strongly urge against this decision. This area is already bombarded with traffic and I fear it will only make things worse. Especially when school is back in session.

Also, please, if there is any way for the timing on the red lights on 101st and Whitfield to be changed to a more efficient wait time, I'm sure everyone who sits there for 5-10 minutes at times would greatly appreciate it!

Sincerely,

Julie Griffith.

Sent from my iPhone



**City
of
Clarksville**

John Spainhoward <john.spainhoward@cityofclarksville.com>

Rezoning of lot on N Whitfield rd (in city limits)

1 message

J.Bellofatto <joefitness88@gmail.com>
To: john.spainhoward@cityofclarksville.com

Thu, Jun 25, 2020 at 11:58 PM

To whome it may concern:

I am writing in reference to, what I believe to be, rezoning **case number Z-21-2020**.

This is the property on North Whitfield Rd directly across from Glenellen Elementary. In the rezoning request, it is stated that, "The size and shape of the property as well as access restrictions to N Whitfield limits the feasibility of single family development". What the request fails to explain is that an R4 family development, in area so small and narrow, will add strain to an already failed traffic nightmare. The location having its nearest corner crossing at N Whitfield and Needmore rd.

Since the City of Clarksville agreed on the move to allow Walmart into the corner lot of N Whitfield and 101st AA Parkway, traffic in the entire area has become debilitating. So much so that the city will soon be starting a multi million dollar project to improve traffic from an "F" rating to, at best, a "D" rating. Included in this traffic project will be the loss of property to both sides of N Whitfield, further limiting access to the proposed lot rezoning. Approval of said property will increase the traffic to the surrounding area as well as create more dangerous conditions for child pickup and drop off from Glenellen Elementary.

As a resident of [991 Granny White rd](#) for 20 years, I've witnessed the decline of traffic conditions in our neighborhood, as well as the very stagnant approach the city has taken to "Attempt" any correction of the problem. At this time it needs to be recognized that N Whitfield rd is the main entrance and exit to a neighborhood of over 400 homes. That which is still growing after the rezoning of land located just off Needmore rd (in the same area) that "WILL" connect to the current 400 + homes here now.

This request needs to remain agricultural or, at best, be rezoned to R1 single family with limitations set on the amount of homes allowed on this lot.

Thank you for your consideration:

Joseph Bellofatto
[991 Granny white rd](#)
Clarksville TN 37040
931-302-7821

JDB II

CITY ZONING ACTIONS

The following case(s) will be considered for action at the formal session of the Clarksville City Council on: September 3, 2020. The public hearing will be held on: August 27, 2020.

CITY ORD. #: 25-2020-21 RPC CASE NUMBER: Z-31-2020

Applicant: J & N ENTERPRISES INC.

Location: Property located north of Tiny Town Rd. and at the western termini of Seagull Dr. & Egret Dr.

Ward #: 8

Request: R-2 Single-Family Residential District
to
R-2D Two-Family Residential District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 26-2020-21 RPC CASE NUMBER: Z-32-2020

Applicant: HABITAT FOR HUMANITY

Agent: Syd Hedrick

Location: Property fronting on the south frontage of Washington St. 335 +/- feet west of the Greenwood Ave. & Washington St. intersection.

Ward #: 6

Request: R-3 Three-Family Residential District
to
R-6 Single-Family District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 27-2020-21 RPC CASE NUMBER: Z-33-2020

Applicant: HABITAT FOR HUMANITY

Agent: Syd Hedrick

Location: Property fronting on the west frontage of Beech St., 435 +/- feet south of the Providence Blvd. & Beech St. intersection.

Ward #: 6

Request: C-2 General Commercial District
to
R-6 Single-Family District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CITY ORD. #: 28-2020-21 RPC CASE NUMBER: Z-34-2020

Applicant: BERRY HEDRICK

Agent: Syd Hedrick

Location: Property fronting on the south frontage of Crossland Ave., at the southeast corner of the Crossland Ave. & Elder St. intersection & the southwest corner of the Crossland Ave. & Martin St. intersection.

Ward #: 6

Request: C-2 General Commercial District

to

R-6 Single-Family District

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE 08/26/2020

CASE NUMBER: Z - 31 - 2020

NAME OF APPLICANT:J & N Enterprises Inc.

AGENT:

GENERAL INFORMATION

TAX PLAT: 007

PARCEL(S): 004.00

ACREAGE TO BE REZONED: 20.71

PRESENT ZONING: R-2

PROPOSED ZONING: R-2D

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Property located north of Tiny Town Rd. and at the western termini of Seagull Dr. & Egret Dr.

CITY COUNCIL WARD: 8

COUNTY COMMISSION DISTRICT: 18

CIVIL DISTRICT: 2

DESCRIPTION OF PROPERTY: Fairly level land being used for crops.

APPLICANT'S STATEMENT None given by applicant.
FOR PROPOSED USE:

GROWTH PLAN AREA: CITY

PLANNING AREA: Trenton

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments received from department and they had no concerns.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

An additional street connection to Tiny Town Rd, will be needed at the development stage.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

No Comment(s) Received

8. SCHOOL SYSTEM:

ELEMENTARY: HAZELWOOD
MIDDLE SCHOOL: WEST CREEK
HIGH SCHOOL: WEST CREEK

Hazelwood Elem., West Creek Middle & West Creek High are in the fastest growing region of Montgomery County. Hazelwood Elem. is at 113% capacity & currently has 8 portable classrooms, West Creek Middle is at 112% capacity & currently has 10 portable classrooms, West Creek High is currently at 89% capacity. CMCSS has added an average of 10 portable classrooms each year for the last 4 years. CMCSS has not constructed a school since 2015 & is at it's highest growth rate in 30 years. This continued student growth necessitates additional action to address building capacity growth & school bus transportation needs in Montgomery County. This development could add at least 24 additional students & neither infrastructure, funding, nor processes are in place at this time to address housing development in this region!

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased residential density

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Seagull Dr. & Egret Dr.

DRAINAGE COMMENTS: Varies

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

43 lots / 86 units

POPULATION:

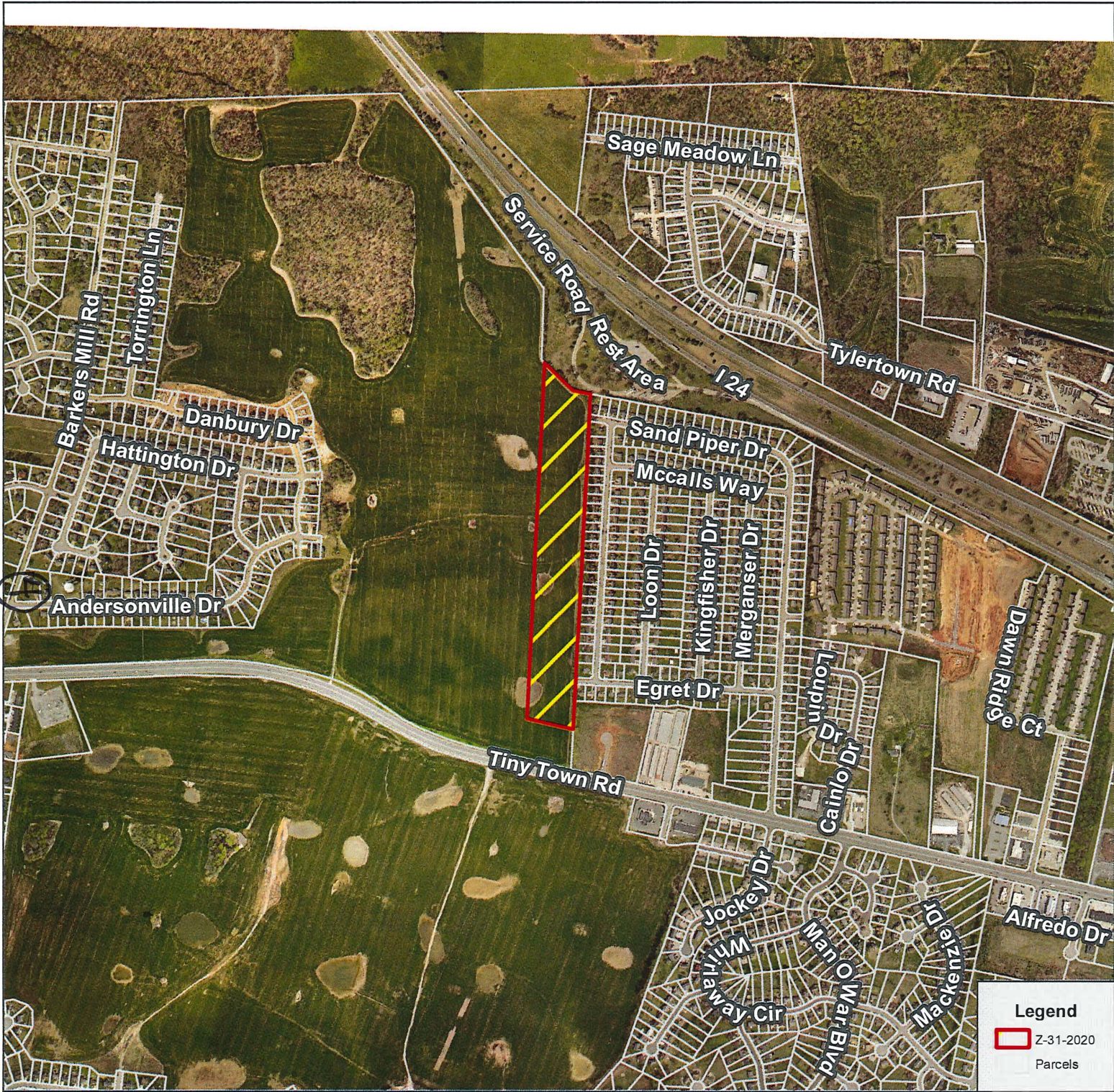
232

APPLICABLE LAND USE PLAN

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

STAFF RECOMMENDATION: **APPROVAL**

1. The proposed zoning request is consistent with the adopted Land Use Plan.
2. R-2D zoning permits the development of a duplex residential structure on an individual lot. It is encouraged to maintain a desirable mixture of housing types throughout the community.
3. Adequate infrastructure serves the site & no adverse environmental issues were identified relative to this request.
- 4.
- 5.



Z-31-2020

APPLICANT:

J & N ENTERPRISES, INC

REQUEST:

R-2

TO

R-2D

MAP AND PARCEL

007 00400 (P)

+/- ACRES


20.71

1:12,500



8/26/2020

Legend

 **Z-31-2020**
Parcels



Z-31-2020

APPLICANT:

J & N ENTERPRISES, INC

REQUEST:

R-2

TO

R-2D

MAP AND PARCEL

007 00400 (P)

+/- ACRES

20.71

Legend

Z-31-2020
Parcels

1:6,000

0 0.11
Miles

8/26/2020



Z-31-2020

APPLICANT:

J & N ENTERPRISES, INC

REQUEST:

R-2

TO

R-2D

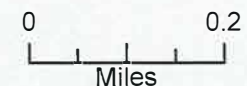
MAP AND PARCEL

007 00400 (P)

+/- ACRES

20.71

1:12,500



8/26/2020

CASE NUMBER: Z 31 2020 **MEETING DATE** 08/26/2020

APPLICANT: J & N Enterprises Inc.

PRESENT ZONING R-2

PROPOSED ZONING R-2D

TAX PLAT # 007

PARCEL 004.00

GEN. LOCATION Property located north of Tiny Town Rd. and at the western termini of Seagull Dr. & Egret Dr.

PUBLIC COMMENTS

None received as of 9:30 A.M. on 8/26/2020 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 08/26/2020

CASE NUMBER: Z - 32 -2020

NAME OF APPLICANT:Habitat For Humanity

AGENT: Syd Hedrick

GENERAL INFORMATION

TAX PLAT: 066-K-K

PARCEL(S): 007.00

ACREAGE TO BE REZONED: 0.419

PRESENT ZONING: R-3

PROPOSED ZONING: R-6

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Propert fronting on the south frontage of Washington St. 335+/- feet west of the Greenwood Ave. & Washington St. intersection.

CITY COUNCIL WARD: 6

COUNTY COMMISSION DISTRICT: 5

CIVIL DISTRICT: 12

DESCRIPTION OF PROPERTY: Vacant Lot

APPLICANT'S STATEMENT To develop into lots for use with the mission of habitat. this requested zoning will allow
FOR PROPOSED USE: for multiple build sites in an effort to develop inventory for our clients.

GROWTH PLAN AREA: CITY

PLANNING AREA: South Clarksville

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments received from department and they had no concerns.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Comments received from department and they had no concerns.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

No Comment(s) Received

8. SCHOOL SYSTEM:

ELEMENTARY: NORMAN SMITH
MIDDLE SCHOOL: ROSSVIEW
HIGH SCHOOL: ROSSVIEW

Norman Smith Elem., is in the 3rd fastest growing region in Mont. County. Rossview Middle & Rossview High are in the 2nd fastest growing region. N. Smith Elem. is at 88% capacity and currently has 5 portable classrooms. Rossview Middle is at 117% capacity and currently has 11 portable classrooms. Rossview High is at 110% capacity and currently has 6 portables. CMCSS has added an average of 10 portables each year for the last 4 years. This continued student growth necessitates additional action to address building capacity growth and school bus Transportation needs in Mont. County. This development could add additional students and neither infrastructure, funding, nor processes are in place at this time to address housing development in this region! In addition, Rossview Road transitions from 5 to 2 lanes at the Rossview Campus, and traffic volume will only increase.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT: Increased single family residential density.

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Washington St.

DRAINAGE COMMENTS: South

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

4

POPULATION:

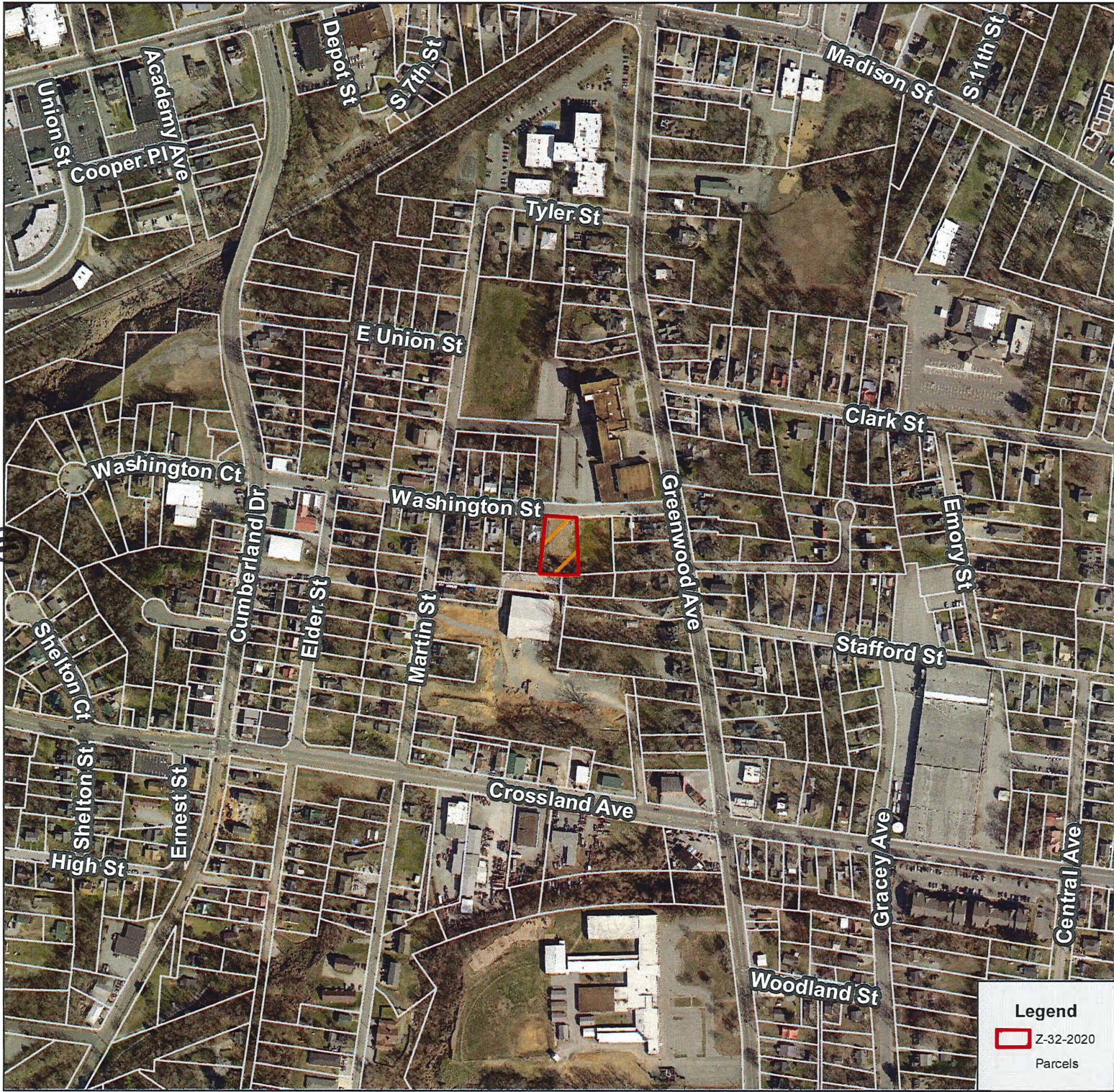
10

APPLICABLE LAND USE PLAN

South Clarksville Planning Area - South Clarksville is dominated by residential development but is ringed by commercial and light industrial uses. It is near the core of the city and has a well developed transportation network for destinations within its boundaries and other areas of the city. Sufficient infrastructure to support high density development.

STAFF RECOMMENDATION: **APPROVAL**

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The R-6 single family zoning classifications are not out of character with the surrounding area or established uses.
- 3.** Adequate infrastructure serves the site, including other residential-supportive uses such as, mass transit and retail services. Sidewalks will be required as part of the development as required per R-6 Single Family Zoning.
- 4.** No adverse environmental issues have been identified as part of this request.
- 5.**

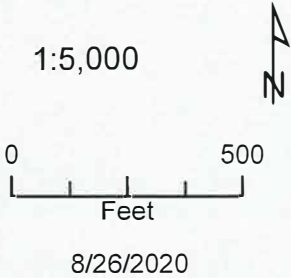


Z-32-2020

APPLICANT:
HABITAT FOR HUMANITY

REQUEST:
R-3
TO
R-6
MAP AND PARCEL
066K K 00700

+/- ACRES
0.42





Z-32-2020

APPLICANT:
HABITAT FOR HUMANITY

REQUEST:

R-3

TO

R-6

MAP AND PARCEL

066K K 00700

+/- ACRES

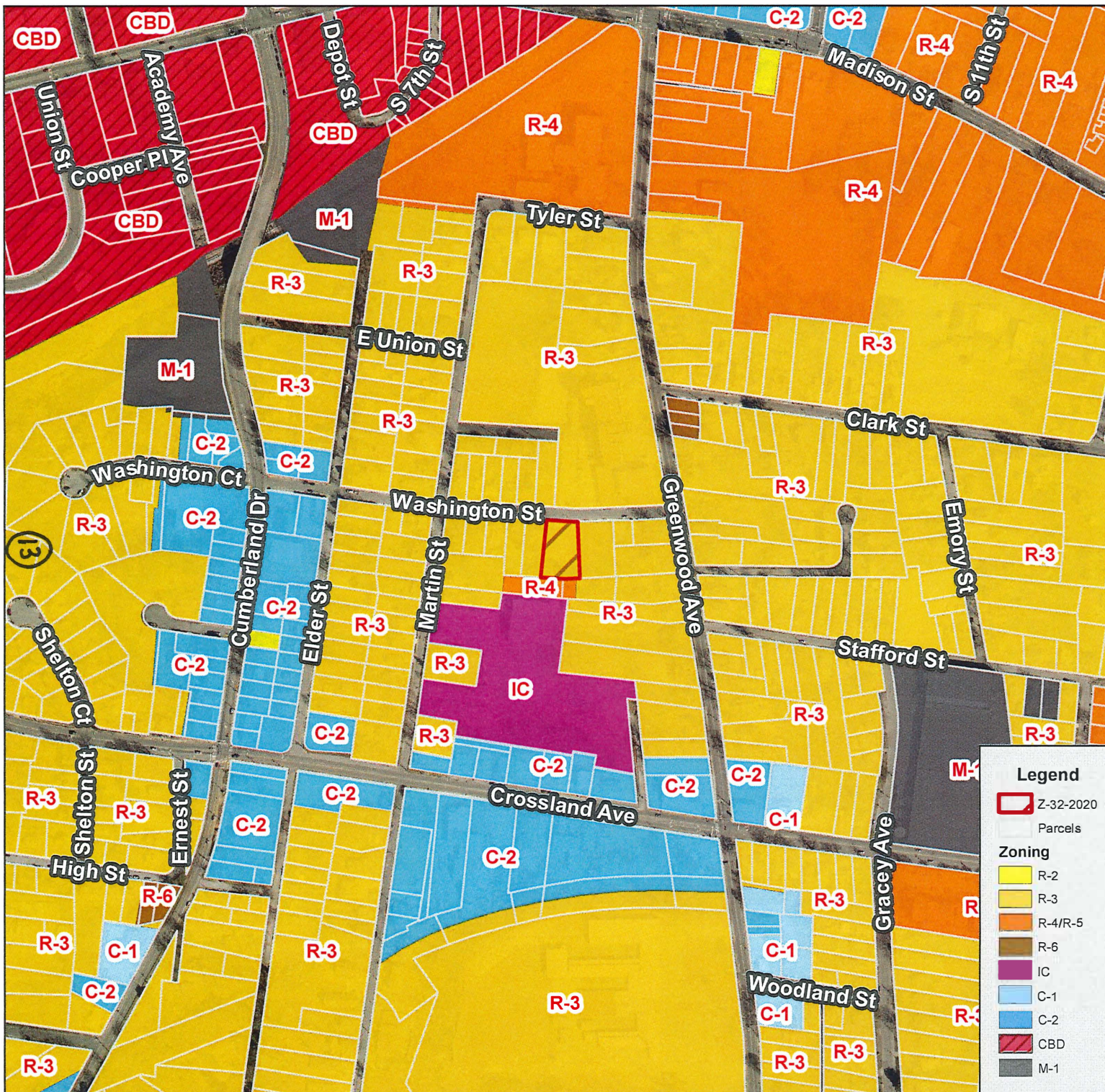
0.42

1:1,250



8/26/2020





Z-32-2020

APPLICANT:
HABITAT FOR HUMANITY

REQUEST:

R-3

TO

R-6

MAP AND PARCEL

066K K 00700

+/- ACRES

0.42

1:5,000



8/26/2020

CASE NUMBER: Z 32 2020 **MEETING DATE** 08/26/2020

APPLICANT: Habitat For Humanity

PRESENT ZONING R-3

PROPOSED ZONING R-6

TAX PLAT # 066-K-K

PARCEL 007.00

GEN. LOCATION Propert fronting on the south frontage of Washington St. 335+/- feet west of the
Greenwood Ave. & Washington St. intersection.

PUBLIC COMMENTS

None received as of 9:30 A.M. on 8/26/2020 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 08/26/2020

CASE NUMBER: Z - 33 - 2020

NAME OF APPLICANT:Habitat For Humanity

AGENT: Syd Hedrick

GENERAL INFORMATION

TAX PLAT: 055-I-B

PARCEL(S): 005.00

ACREAGE TO BE REZONED: 0.58

PRESENT ZONING: C-2

PROPOSED ZONING: R-6

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Property fronting on the west frontage of Beech St., 435 +/- feet south of the Providence Blvd. & Beech St. intersection.

CITY COUNCIL WARD: 6

COUNTY COMMISSION DISTRICT: 13

CIVIL DISTRICT: 7

DESCRIPTION OF PROPERTY: Wooded vacant parcel.

APPLICANT'S STATEMENT To develop into viable lots for use with the mission of habitat. in an effort to increase
FOR PROPOSED USE: density for the forbearance of the mission of habitat. this requested zoning will allow for
multiple build sites and an increase of available cites for clients.

GROWTH PLAN AREA: CITY

PLANNING AREA: New Providence

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments received from department and they had no concerns.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Comments received from department and they had no concerns.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

No Comment(s) Received

8. SCHOOL SYSTEM:

ELEMENTARY: BYRNS DARDEN
MIDDLE SCHOOL: KENWOOD
HIGH SCHOOL: KENWOOD

Byrns Darden Elementary, Kenwood Middle & Kenwood High are in the fastest growing region of Montgomery County. Byrns Darden Elementary is at 83% capacity, Kenwood Middle is at 93% capacity, Kenwood High is at 76% capacity. CMCSS has not constructed a school since 2015 & is at it's highest growth rate in 30 years. This continued student growth necessitates additional action to address building capacity growth & school bus transportation needs in Montgomery County. This development could add additional students & neither infrastructure, funding, nor processes are in place at this time to address housing development in this region!

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON Minimal
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Beech St.

DRAINAGE COMMENTS: west /north

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

5

POPULATION:

13

APPLICABLE LAND USE PLAN

New Providence Planning Area is made up of a series of mature neighborhoods that center upon US 41A / Ft. Campbell Blvd. with multiple areas of strip commercialization along the arterial corridor.

STAFF RECOMMENDATION: APPROVAL

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The R-6 single family zoning classifications are not out of character with the surrounding area or established uses.
- 3.** Adequate infrastructure serves the site, including other residential-supportive uses such as, mass transit and retail services. Sidewalks will be required as part of the development as required per R-6 Single Family Zoning.
- 4.** No adverse environmental issues have been identified as part of this request.
- 5.**



Z-33-2020

APPLICANT:
HABITAT FOR HUMANITY

REQUEST:
C-2
TO
R-6

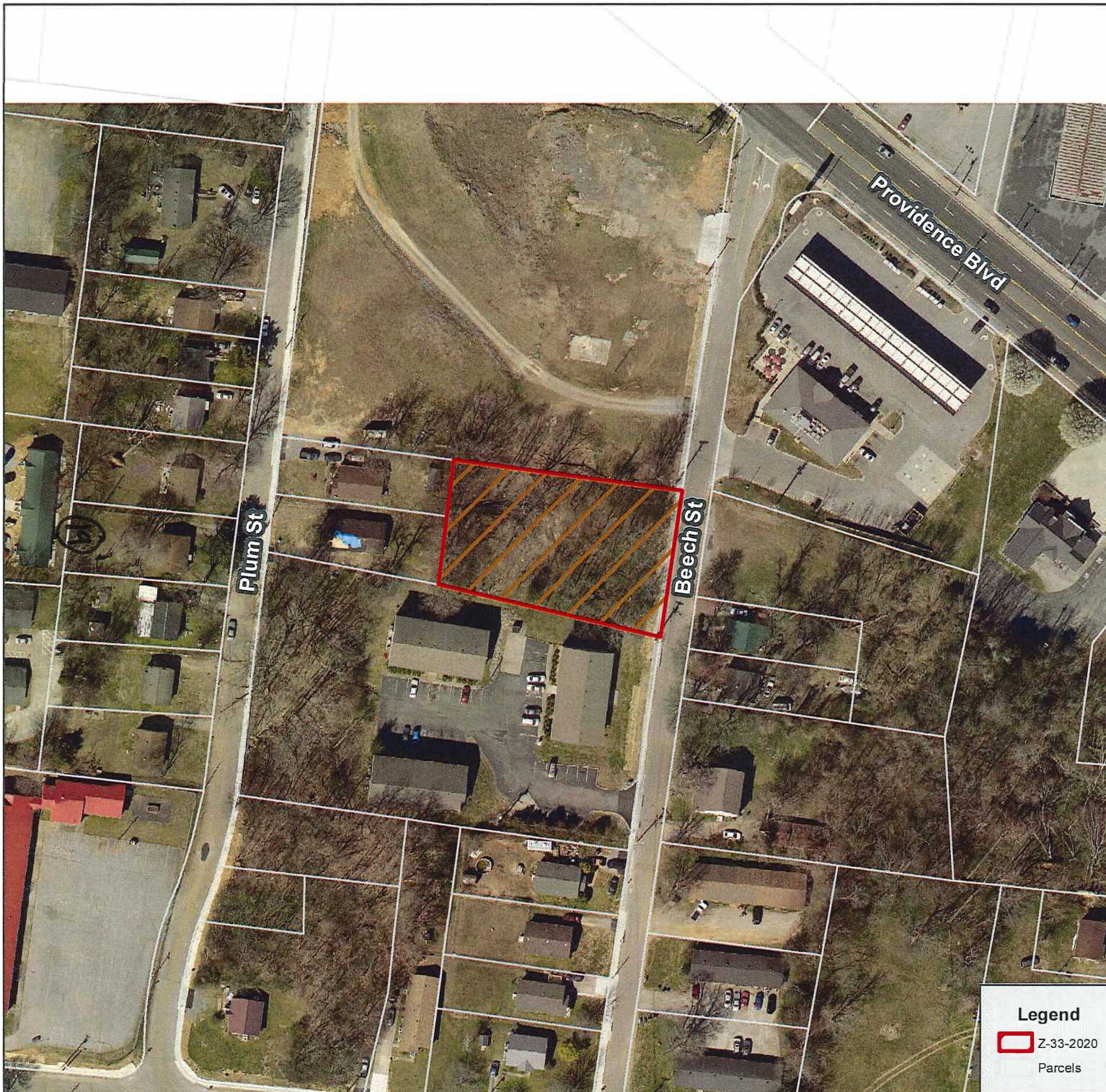
MAP AND PARCEL
055I B 00500

+/- ACRES
0.58

1:8,000



8/26/2020



Z-33-2020

APPLICANT:
HABITAT FOR HUMANITY

REQUEST:

C-2

TO

R-6

MAP AND PARCEL
055I B 00500

+/- ACRES


0.58

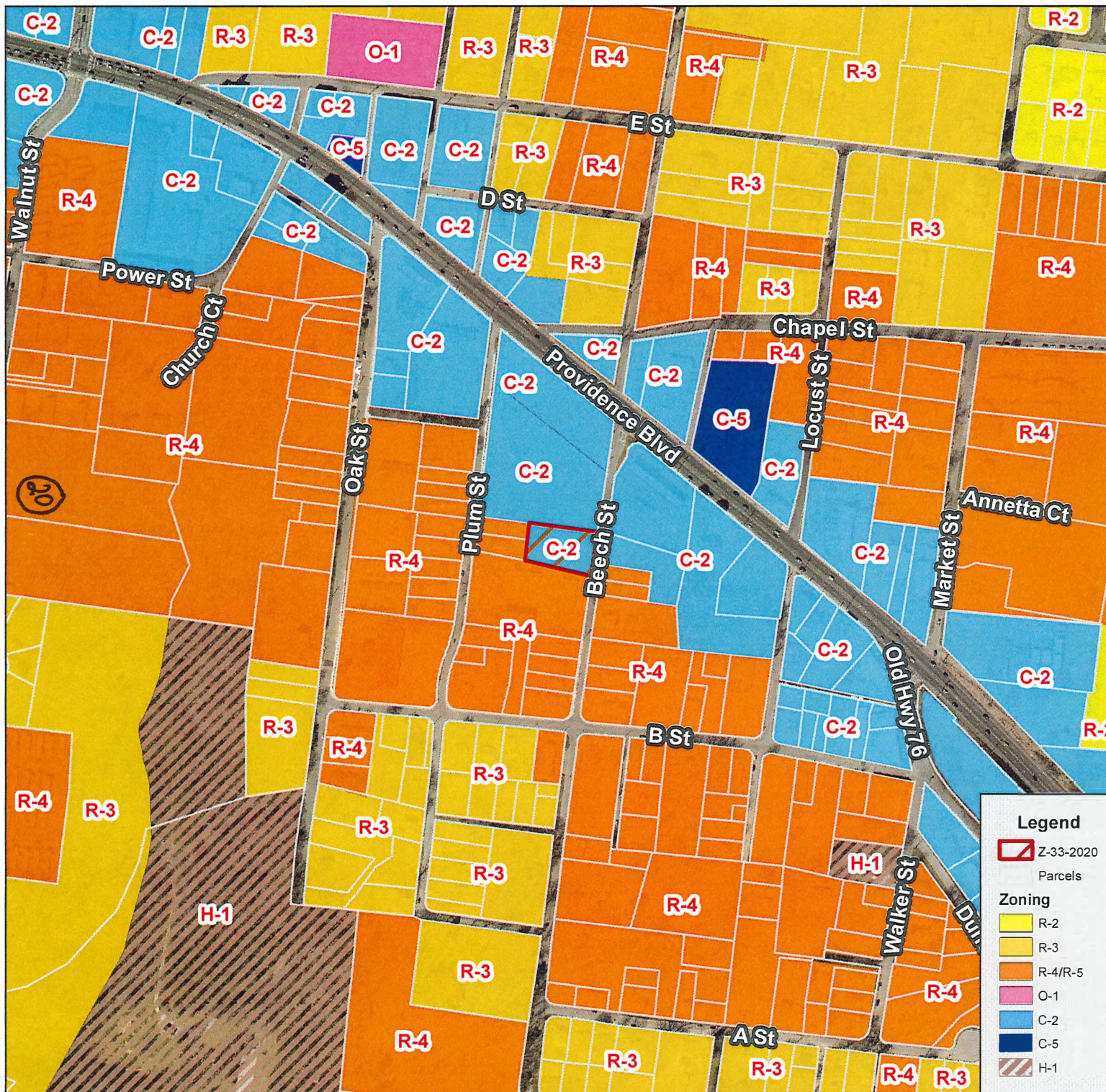
1:1,500

0 150
Feet

8/26/2020

Legend

 Z-33-2020
Parcels



Z-33-2020


APPLICANT:
HABITAT FOR HUMANITY

REQUEST:
C-2
TO
R-6

MAP AND PARCEL
055I B 00500

+/- ACRES
0.58

Legend

 Z-33-2020
Parcels

Zoning

 R-2
 R-3
 R-4/R-5
 O-1
 C-2
 C-5
 H-1

1:5,000

0 500
Feet

8/26/2020

CASE NUMBER: Z 33 2020 **MEETING DATE** 08/26/2020

APPLICANT: Habitat For Humanity

PRESENT ZONING C-2

PROPOSED ZONING R-6

TAX PLAT # 055-I-B

PARCEL 005.00

GEN. LOCATION Property fronting on the west frontage of Beech St., 435 +/- feet south of the
Providence Blvd. & Beech St. intersection.

PUBLIC COMMENTS

None received as of 9:30 A.M. on 8/26/2020 (A.L.)

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

RPC MEETING DATE: 08/26/2020

CASE NUMBER: Z - 34 - 2020

NAME OF APPLICANT:Berry Hedrick

AGENT: Syd Hedrick

GENERAL INFORMATION

TAX PLAT: 066-N-D

PARCEL(S): 026.00

ACREAGE TO BE REZONED: 0.61

PRESENT ZONING: C-2

PROPOSED ZONING: R-6

EXTENSION OF ZONING

CLASSIFICATION: NO

PROPERTY LOCATION: Property fronting on the south frontage of Crossland Ave., at the southeast corner of the Crossland Ave. & Elder St. intersection & the southwest corner of the Crossland Ave. & Martin St. intersection.

CITY COUNCIL WARD: 6

COUNTY COMMISSION DISTRICT: 5

CIVIL DISTRICT: 12

DESCRIPTION OF PROPERTY: Narrow parcel with three street frontages and varying topography.

APPLICANT'S STATEMENT In an effort to create affordable housing in a desirable & changing area a request from C2
FOR PROPOSED USE: to R6 is being requested to give Crossland Ave. a multi-use streetscape.

GROWTH PLAN AREA: CITY

PLANNING AREA: South Clarksville

PREVIOUS ZONING HISTORY:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING

STAFF REVIEW - ZONING

DEPARTMENT COMMENTS

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

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

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

1. CITY ENGINEER/UTILITY DISTRICT:

Comments received from department and they had no concerns.

2. STREET DEPARTMENT/ COUNTY HIGHWAY DEPARTMENT:

Driveway Access Appeal granted.

3. DRAINAGE COMMENTS:

Comments received from department and they had no concerns.

4. CDE/CEMC:

No Comment(s) Received

5. FIRE DEPT/EMERGENCY MGT.:

Comments received from department and they had no concerns.

6. POLICE DEPT/SHERIFF'S OFFICE:

Comments received from department and they had no concerns.

7. CITY BUILDING DEPARTMENT/ COUNTY BUILDING DEPARTMENT:

No Comment(s) Received

8. SCHOOL SYSTEM:

ELEMENTARY: NORMAN SMITH
MIDDLE SCHOOL: ROSSVIEW
HIGH SCHOOL: ROSSVIEW

Norman Smith Elem., is in the 3rd fastest growing region in Mont. County. Rossview Middle & Rossview High are in the 2nd fastest growing region. N. Smith Elem. is at 88% capacity and currently has 5 portable classrooms. Rossview Middle is at 117% capacity and currently has 11 portable classrooms. Rossview High is at 110% capacity and currently has 6 portables. CMCSS has added an average of 10 portables each year for the last 4 years. This continued student growth necessitates additional action to address building capacity growth and school bus Transportation needs in Mont. County. This development could add additional students and neither infrastructure, funding, nor processes are in place at this time to address housing development in this region! In addition, Rossview Road transitions from 5 to 2 lanes at the Rossview Campus, and traffic volume will only increase.

9. FT. CAMPBELL:

10. OTHER COMMENTS:

CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING
STAFF REVIEW - ZONING

PLANNING STAFF'S STUDY AND RECOMMENDATION

IMPACT OF PROPOSED USE ON Minimal
SURROUNDING DEVELOPMENT:

INFRASTRUCTURE:

WATER SOURCE: CITY

SEWER SOURCE: CITY

STREET/ROAD ACCESSIBILITY: Crossland Ave. Martin St. & Elder St.

DRAINAGE COMMENTS: South

RESIDENTIAL DEVELOPMENT

APPLICANT'S ESTIMATES HISTORICAL ESTIMATES

LOTS/UNITS:

6

POPULATION:

16

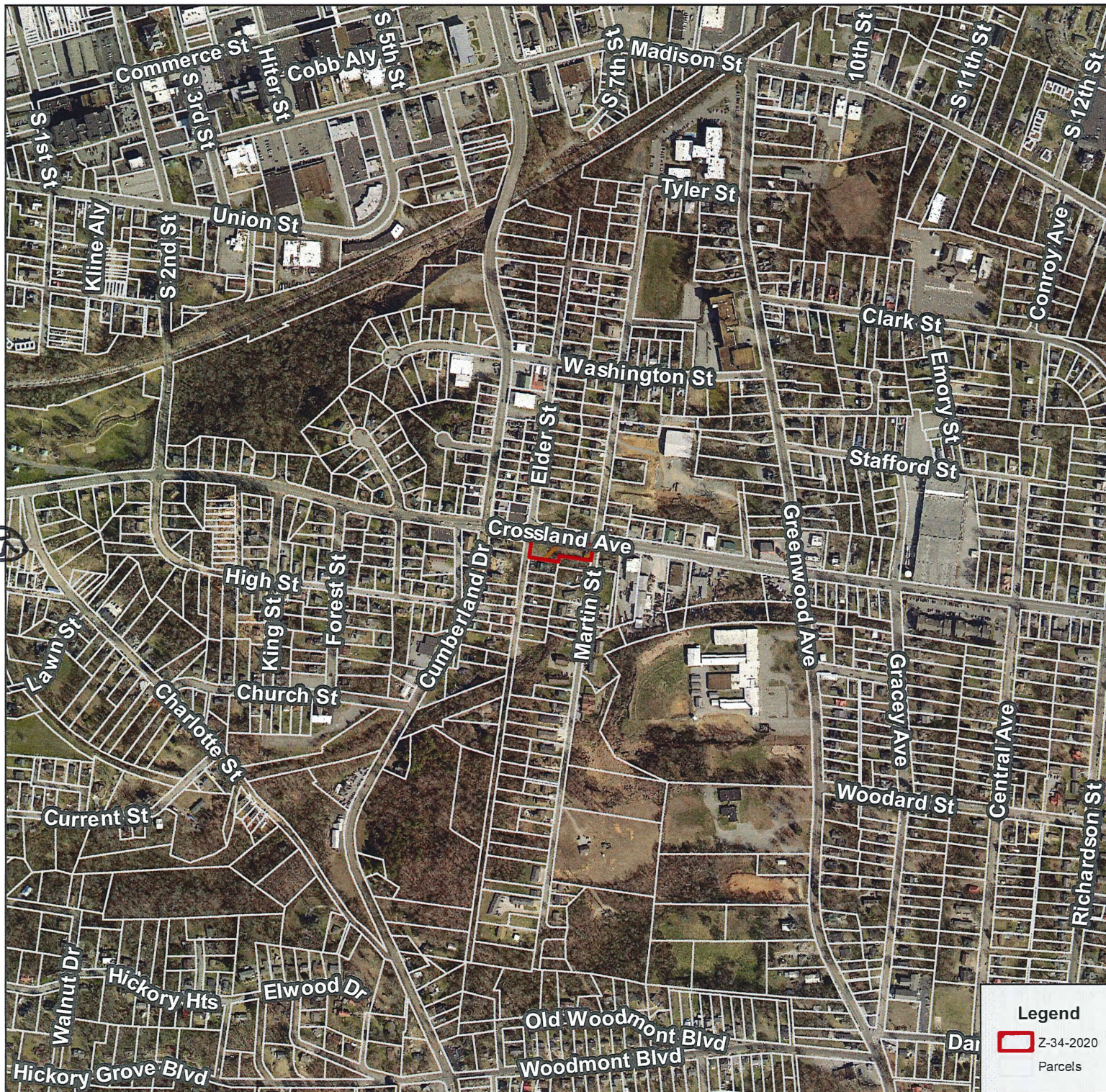
APPLICABLE LAND USE PLAN

South Clarksville Planning Area - South Clarksville is dominated by residential development but is ringed by commercial and light industrial uses. It is near the core of the city and has a well developed transportation network for destinations within its boundaries and other areas of the city. Sufficient infrastructure to support high density development.

STAFF RECOMMENDATION: **APPROVAL**

- 1.** The proposed zoning request is consistent with the adopted Land Use Plan.
- 2.** The R-6 single family zoning classifications are not out of character with the surrounding area or established uses.
- 3.** Adequate infrastructure serves the site, including other residential-supportive uses such as, mass transit and retail services. Sidewalks will be required as part of the development as required per R-6 Single Family Zoning.
- 4.** No adverse environmental issues have been identified as part of this request.

5.



Z-34-2020



APPLICANT:
BERRY HEDRICK

REQUEST:
C-2
TO
R-6

MAP AND PARCEL
066N D 02600

+/- ACRES
0.61

Legend

 Z-34-2020
 Parcels

1:8,000

0 820
Feet

8/26/2020



Z-34-2020

APPLICANT:
BERRY HEDRICK

REQUEST:
C-2
TO
R-6

MAP AND PARCEL
066N D 02600

+/- ACRES
0.61

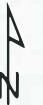
Legend

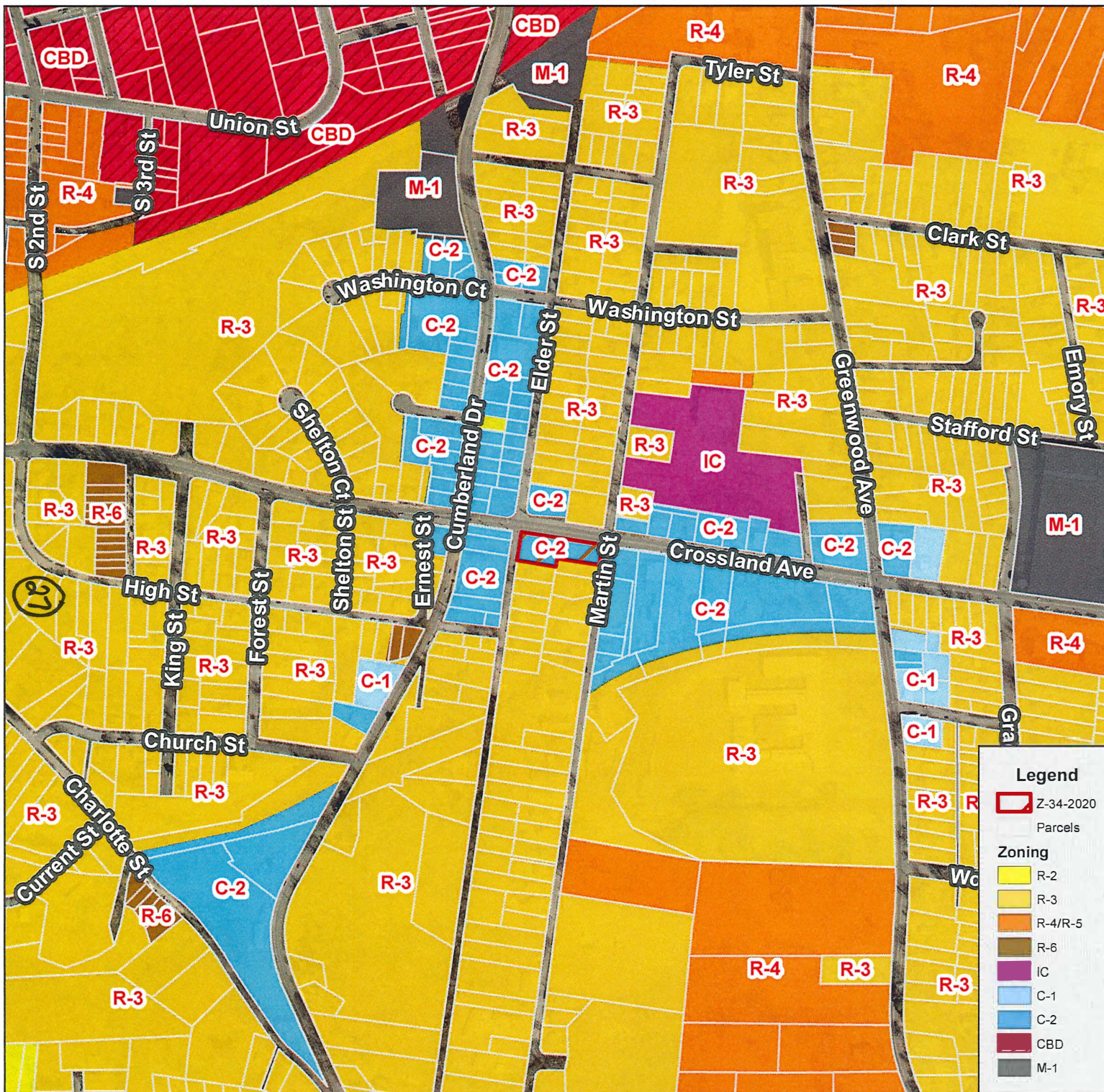
 Z-34-2020
Parcels

1:1,250

0 120
Feet

8/26/2020





Z-34-2020

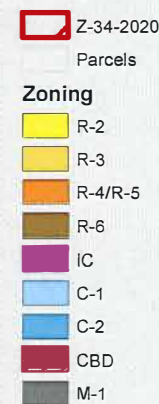
APPLICANT:
BERRY HEDRICK

REQUEST:
C-2
TO
R-6

MAP AND PARCEL
066N D 02600

+/- ACRES
0.61

Legend



1:6,000



8/26/2020

CASE NUMBER: Z 34 2020 **MEETING DATE** 08/26/2020

APPLICANT: Berry Hedrick

PRESENT ZONING C-2

PROPOSED ZONING R-6

TAX PLAT # 066-N-D

PARCEL 026.00

GEN. LOCATION Property fronting on the south frontage of Crossland Ave., at the southeast corner of the Crossland Ave. & Elder St. intersection & the southwest corner of the Crossland

PUBLIC COMMENTS

None received as of 9:30 A.M. on 8/26/2020 (A.L.)

ORDINANCE 25-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF J & N ENTERPRISES, INC., FOR ZONE CHANGE ON PROPERTY LOCATED NORTH OF TINY TOWN ROAD AT THE TERMINI OF SEAGULL DRIVE AND EGRET DRIVE

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point in the west line of the Triple J Partners Property (Volume 1648, Page 1757), said point having TN State Plane Coordinates of North 838205.00, East 1576508.79, thence on a new division as follows: North 77 Degrees 23 Minutes 07 Seconds West 355.26 feet to a point; thence North 02 Degrees 47 Minutes 35 Seconds East 2695.49 feet to a point; thence South 42 Degrees 44 Minutes 13 Seconds East 296.76 feet to a point; thence South 80 Degrees 00 Minutes 16 Seconds East 139.33 feet to a point; thence South 02 Degrees 47 Minutes 35 Seconds West 2447.73 feet to a point; thence South 02 Degrees 45 Minutes 16 Seconds West 83.00 feet to the point of beginning and containing an area of 20.71 +/- acres.

ORDINANCE 26-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF HABITAT FOR HUMANITY, SYD HEDRICK-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF WASHINGTON STREET AND GREENWOOD AVENUE

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

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

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 298 +/- feet west of the centerline of the intersection of Greenwood Ave. and Washington St., said point further identified as the northwest corner of the Wesley Chapel Christian Methodist Episcopal Church property, and the northeast corner of the herein described tract, thence in a southerly direction 171 +/- feet with the western boundary of the Wesley Chapel Christian Methodist Episcopal Church to a point in the northern boundary of the Shaun M Robertson property, thence in a westerly direction 47 +/- feet with the northern boundary of Shaun M Robertson properties to a point, said point being the northeast corner of the Loaves and Fishes of Clarksville Inc. property, thence in a westerly direction 69 +/- feet to a point, said point being the southeast corner of the Gregory R Zieren property, thence in a northerly direction 173 +/- feet with the eastern boundary of the Gregory R Zieren property to a point, said point being the northeast corner of the Gregory R Zieren property and said point being located in the southern right-of-way margin of Washington Street, thence in an easterly direction 91 +/- feet with the southern right-of-way margin of Washington Street to the point of beginning, said herein described tract containing 0.42 +/- acres.

ORDINANCE 27-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF HABITAT FOR HUMANITY, SYD HEDRICK-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF BEECH STREET AND PROVIDENCE BOULEVARD

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-2 General Commercial District, as R-6 Single Family Residential District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 380 +/- feet south of the centerline of the intersection of Providence Blvd. and Beech St., said point further identified as the southeast corner of the Survivors Trust TUA property, and the northeast corner of the herein described tract, thence in a southerly direction 135 +/- feet with the western right-of-way margin of Beech Street to a point, said point being the northeast corner of the JAG Contractors property and the southeast corner of the herein described tract, thence in a westerly direction 206 +/- feet with the northern boundary of the JAG Contractors property to a point, said point being the southeast corner of the Laquita Oneal property and the southwest corner of the herein described tract, thence in a northerly direction 113 +/- feet to a point, with the Laquita Oneal eastern boundary & other, said point being the northeast corner of the Cheret D Collins property and the northwest corner of the herein described tract, thence in an easterly direction 205 +/- feet with the southern boundary of the Survivors Trust TUA property to the point of beginning, said herein described tract containing 0.58 +/- acres.

ORDINANCE 28-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF BERRY HEDRICK, SYD HEDRICK-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF CROSSLAND AVENUE AND MARTIN STREET

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-2 General Commercial District, as R-6 Single Family Residential District.

PUBLIC HEARING:

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

EXHIBIT A

Beginning at an iron pin set located at the point of intersection of the eastern right of way of Elder Street with the southern right of way of Crossland Avenue; thence measured with the southern right of way of Crossland Avenue South 83 degrees 59 minutes 48 seconds East 293.12 feet to an iron pin set at the point of the intersection fo the southern right of way of Crossland avenue and the western right of way of Martin Street; thence as measured with the western right of way of Martin Street 04 degrees 13 minutes 47 seconds West 46 feet to a set iron pin; thence on a new line North 84 degrees 00 minutes 00 seconds West 295.24 feet to a set iron pin in the eastern right of way of Elder Street; thence as measured by the eastern right of way of Elder Street North 06 degrees 52 minutes 33 seconds East 46.00 feet to the point of beginning, said herein described tract containing 0.61 +/- acre

AN ORDINANCE AMENDING TITLE 5 OF THE OFFICIAL CITY CODE TO ADD A NEW CHAPTER ENTITLED "SHORT-TERM RENTALS" TO ESTABLISH REGULATIONS PERTAINING TO SHORT-TERM RENTAL UNITS.

WHEREAS, with the rise of the sharing economy, the City of Clarksville and cities across the country have seen growth in the popularity of short-term rentals, which are rentals of residential units or dwellings for up to thirty consecutive days; and

WHEREAS, in the absence of a regulatory framework, the City of Clarksville cannot monitor these short-term rental listings and cannot ensure public safety; and

WHEREAS, the City Council finds the best approach to the regulation of short-term rentals is a permit scheme that balances the protection of neighborhoods with the interests of individuals who want to rent their property on a short-term basis; and

WHEREAS, the City Council finds that any short-term rental permitting regulatory scheme should impose minimum safety requirements to protect renters and neighboring properties, and should provide for the collection of applicable taxes; and

WHEREAS, the City Council finds it to be in the best interest of the City and its residents, to include public health and safety, to regulate the operation of short-term rentals within the City of Clarksville.

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

The Clarksville City Code, Title 5 (Business, Professions, and Occupations) is hereby amended by adding a new Chapter 3 (Short-Term Rentals) as set forth below:

Section 5-301. Purpose. The City Council finds that the following regulations of Short-Term Rental Units are necessary to protect the health, safety, and welfare of the public.

Section 5-302. Definitions. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Chapter. The word "shall" is always mandatory and not merely advisory.

(a) *Code Official.* A City Code Enforcement Officer or the Building Official.

(b) *Consideration.* The charge, whether or not received, for occupancy in a ShortTerm Rental Unit valued in money, whether to be received in money, goods, labor, or otherwise, including all receipts, cash, credits, property and services of any kind or nature. Nothing in this definition shall be construed to mean that consideration is charged when the Short-Term Rental Unit provided to the Transient Guest(s) is complimentary from the Owner and no consideration of any type is charged to, or received from, any person.

- (c) *Contiguous Property.* Any property that is directly adjacent to the property on which a Short-Term Rental Unit is located, or which is across any street, road, highway, or alley from any property on which a Short-Term Rental Unit is located, and which is within one-hundred (100) feet of the nearest property boundary line of any property on which a Short-Term Rental Unit is located.
- (d) *Dwelling Unit.* A cabin, house, house trailer or mobile home, or structure used or designed to be used as an abode or home of a person, family, or household, and includes a single-family dwelling, a portion of a single-family dwelling, or an individual residential dwelling in a multi-dwelling building, such as a duplex, triplex, an apartment building, condominium, cooperative, or timeshare.
- (e) *Hosting Platform.* A person or entity that facilitates the booking of a Short-Term Rental Unit.

"Facilitate" includes, but is not limited to, the act of allowing an Owner to offer to list or advertise, typically for a charge or fee, the Short-Term Rental Unit on an Internet website, in a print publication, or through another forum provided or maintained by the Hosting Platform.
- (f) *Non-Residential District.* Any zoning district designated in the City of Clarksville that allows residential uses but is not a Residential District.
- (g) *Occupancy.* The use or possession, or the right to the use or possession, of any room(s), lodgings, or accommodations in any Short-Term Rental Unit.
- (h) *Operating Permit.* The city-issued document authorizing an Owner to operate a Short-Term Rental Unit within the City of Clarksville.
- (i) *Owner.* The person who owns property held out as a Short-Term Rental Unit.
- (j) *Residential District.* Any zoning district designated in the City of Clarksville where the principal permitted uses in the district include residential uses, including houses, duplexes, and multi-dwelling structures.
- (k) *Short-Term Rental Unit.* A dwelling unit, a portion of a dwelling unit, or any other structure or space that is occupied or intended or designed or advertised for occupancy by Transient Guests for dwelling, lodging, or sleeping, and which is offered to Transient Guests for Consideration for a period of up to 30 consecutive calendar days. Short-Term Rental Units shall not include dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions; facilities licensed by the state as healthcare facilities, including temporary family healthcare structures; hotels; inns; motels; boarding houses; Bed and Breakfast establishments approved by the City of Clarksville pursuant to the Clarksville Zoning Ordinance; campgrounds; recreational vehicles or campers, or dwelling units rented to the same occupant(s) for more than thirty continuous days.
- (l) *Transient Guest.* A person who occupies a dwelling unit or portion thereof, other than his or her usual place of residence, in exchange for consideration.

Section 5-303. Permit Required for Operation of a Short-Term Rental Unit.

- (a) *Operating Permit Required.* It shall be unlawful to operate or advertise any Short-Term Rental Unit within the City of Clarksville without a Short-Term Rental Unit Operating Permit issued under this Chapter, except as otherwise provided herein.
- (b) *Continued use for properties already being used as short-term rental.* In accordance with T.C.A. § 13-7-603, as may be amended from time to time, this Short-Term Rental Ordinance shall not apply to any property that was being used as a Short-Term Rental Unit by the owner of the property prior to the Clarksville City Council's enactment of this Chapter. The definition of "Used as a short-term rental unit" contained in T.C.A. § 13-7-602, as may be amended from time to time, shall be used in determining whether a property was being used as a Short-Term Rental Unit by the Owner of the property prior to enactment of this Chapter. In accordance with T.C.A. § 13-7-604(b)(3), as may be amended from time to time, any property being used as a Short-Term Rental Unit by the Owner of the property prior to enactment of this Chapter may continue operating said property as a Short-Term Rental Unit, without securing a permit, until the property is sold, transferred, ceases being used as a Short-Term Rental Unit for a period of thirty (30) continuous months, or has been in violation of a generally applicable local law three (3) or more separate times with no appeal rights remaining for any of the three (3) violations.

Section 5-304. Short-Term Rental Unit Operating Permit Application; Permit Availability; Application Form and Fee; Right of Entry.

- (a) *Application.* Except as otherwise provided herein, every Owner desiring to operate a Short-Term Rental Unit shall submit an application for an Operating Permit to the Clarksville Department of Finance and Revenue. Each application shall contain all of the following information, along with a sworn statement that the information being provided is true and accurate, upon penalty of perjury. The permit application shall not be considered complete until all information specified by the application form and required by this chapter, as determined by the Department of Finance and Revenue, has been completed by the applicant.
 - (1) *Acknowledgement of Regulations and Obligation to Pay Hotel / Motel Tax; Submission of Proof of Business License.* The applicant shall include with his or her application a written acknowledgement by the Owner that he/she has read all regulations of this Chapter pertaining to the operation of a Short-Term Rental Unit, that the applicant will comply with and pay as required by law any hotel/motel tax requirements as levied or assessed by the City, Montgomery County, and / or the State of Tennessee, and shall submit a statement that the applicant has obtained a City of Clarksville business license and attach a copy of same thereto.
 - (2) *Affidavit of Life Safety Compliance.* An application for an Operating Permit shall be accompanied by an affidavit from the applicant verifying the number and room location(s) of all required life safety equipment, and that all such equipment is currently fully operational at the time of the application for the Short-Term Rental Unit. All such life safety equipment will be subject to verification or inspection.

(3) *Local Contact Person(s)*. A person or persons designated by the Owner who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (i) being able to respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the Short-Term Rental Unit, and (ii) taking remedial action necessary to resolve any such complaints. The Local Contact Person(s) may be the Owner or an Owner's agent. If not the Owner, the full legal name, residential street and mailing addresses, the e-mail address, and the telephone number of the Local Contact Person(s) shall be provided.

(4) *Owner Information*. The full legal name, street and mailing addresses, the e-mail address, and the telephone number of the Owner of the property sought to be used as a Short-Term Rental Unit and, in cases where a business entity or trust is the owner of the property that is sought to be used as a Short-Term Rental Unit, the individual who has the responsibility to oversee the ownership of the property sought to be used as a Short-Term Rental Unit on behalf of the business entity or trust, including the mailing address, the e-mail address, and the telephone number of the individual having such responsibility. If the Owner of a Short-Term Rental Unit is a business entity, information and documentation is required demonstrating the Owner's valid status with the Tennessee Secretary of State.

(5) *Site Plan*. A site plan and floor plan accurately and clearly depicting the size and location of the existing dwelling and the approximate square footage in the dwelling, the number and location of designated off-street parking spaces and the maximum number of vehicles allowed for overnight occupants. The floor plan shall describe the use of each room in the dwelling, the number, location and approximate square footage of all bedrooms, and any accessory buildings, including but not limited to garages and accessory dwelling structures or units.

(6) *Confirmation regarding private agreements*. Written acknowledgement by the Owner that he/she/it is solely responsible for confirming and that he/she/it has confirmed that operating the Short-Term Rental Unit would not violate any Home Owners Association agreement or bylaws, Condominium Agreement, Covenants, and / or Restrictions, mortgage agreement, insurance contract, or any other contract or agreement governing and limiting the use of the proposed Short-Term Rental Unit.

(7) Reserved.

(8) Reserved.

(b) *Short-Term Rental Unit Operating Permit Availability*.

(1) *Generally*. A Short-Term Rental Unit Operating Permit is available in any Residential or Non-Residential Districts upon meeting the criteria in this

Chapter. A Short-Term Rental Unit Operating Permit may be issued only to the Owner of the Short-Term Rental Unit.

- (2) *Proof of Ownership.* Ownership shall be established by the deed for the property as recorded in the office of the Montgomery County, Tennessee, Register of Deeds.

(c) *Operating Permit Application Form.* The Department of Finance and Revenue shall develop and supply Short-Term Rental Unit Operating Permit application forms for use by applicants, which shall contain such questions and acknowledgements as are specified herein, to be answered and acknowledged by the applicant under oath and notarized.

(d) *Fees.* An administrative processing and inspection permit fee in the amount of one-hundred fifty dollars (\$150.00) shall be paid to the Clarksville Department of Finance and Revenue at the time an application for a Short-Term Rental Unit Operating Permit is submitted. There shall be no proration of fees. Application fees shall be non-refundable.

(e) *Right of Entry of Fire Department and Building and Codes Department.* The submission of an application for a Short-Term Rental Unit Operating Permit shall constitute consent of the applicant to permit the Clarksville Fire Rescue Department and the Clarksville Department of Building and Codes to conduct inspections of the Short-Term Rental Unit, from time to time, between the hours of 8 a.m. and 5 p.m. or during the hours such Short-Term Rental Unit is being rented, to ensure the Short-Term Rental Unit is complying with the requirements of this Chapter, other city ordinances, and state/federal laws and regulations.

Section 5-305. Administrative Processing and Inspections; Issuance.

- (a) Once the Short-Term Rental Unit Operating Permit application is considered complete by the Department of Finance and Revenue, to include the payment of any required fee(s), the original application shall be date-stamped and retained by the Department of Finance and Revenue. The Department of Finance and Revenue shall then forward a copy of the completed application to the Fire and Rescue Department and to the Building and Codes Department for further review and inspections.
- (b) The Fire and Rescue Department shall conduct a fire and life safety inspection of the Short-Term Rental Unit within fifteen (15) calendar days of the date the application is accepted by the Department of Finance and Revenue to ensure that all required fire and life safety equipment is currently operable, and that the Short-Term Rental Unit is in compliance with all applicable fire codes, laws, and regulations. As part of the inspection, the Fire and Rescue Department shall determine the maximum occupancy of Transient Guests for the Short-Term Rental Unit. Upon completion of the fire and life safety inspection, the Fire and Rescue Department shall annotate on a form developed in coordination with the Building and Codes Department whether the Short-Term Rental Unit passed or failed the fire and life safety inspection, and if it failed, shall provide a short and plain summary of the reasons why the Short-Term Rental Unit failed the inspection, and shall cite to the applicable provision(s) of the fire codes, laws, or regulations at issue. In the event of failure of the fire and life safety inspection, an applicant may request a re-inspection, whereupon the applicant shall have ten (10) days from the date of the failed fire and life safety inspection to correct any deficiencies and pass a re-inspection. An applicant shall only be permitted one

opportunity for a fire and life safety re-inspection.

- (c) The Department of Building and Codes shall conduct a building safety inspection of the Short-Term Rental Unit within fifteen (15) calendar days of the date the application is accepted by the Department of Finance and Revenue to ensure compliance with all applicable building, gas, electrical, and plumbing codes, laws, and regulations. Upon completion of the building safety inspection, the Department of Building and Codes shall annotate on the form developed in coordination with the Fire and Rescue Department, whether the Short-Term Rental Unit passed or failed the building safety inspection, and if it failed, shall provide a short and plain summary of the reasons why the Short-Term Rental Unit failed the building safety inspection and shall cite to the applicable provision(s) of the building safety codes, laws, or regulations at issue. In the event of failure of the building safety inspection, an applicant may request a re-inspection, whereupon the applicant shall have ten (10) days from the date of the failed building safety inspection to correct any deficiencies and pass a re-inspection. An applicant shall only be permitted one opportunity for a building safety re-inspection.
- (d) Within fifteen (15) days of the date of successful completion of the fire and life safety inspection and the building safety inspection (whichever comes later), the Department of Building and Codes shall make a final determination whether the application should be approved or denied.
- (e) If the Department of Building and Codes determines that the application or the Short-Term Rental Unit does not conform to the requirements of this Chapter, or to other applicable laws or regulations, the application for a Short-Term Rental Unit Operating Permit shall be denied. Within five (5) days of any decision denying an application for an Operating Permit, the Department of Finance and Revenue shall inform the applicant of the denial in writing and shall explain the reason(s) for the denial in writing.
- (f) Upon successful completion of all required inspections and payment of the necessary fee(s), if the Department of Building and Codes is satisfied that the application and the Short-Term Rental Unit conform to the requirements of this Chapter and to all other applicable laws and regulations, within five (5) days of approval of the Short-Term Rental Unit Operating Permit application by the Department of Building and Codes, the Department of Finance and Revenue shall inform the applicant of the approval in writing and shall issue a Short-Term Rental Unit Operating Permit to the applicant using a permit form developed by the Department of Finance and Revenue in coordination with the Fire and Rescue Department and the Department of Building and Codes. The Operating Permit shall specify the maximum occupancy of Transient Guests permitted within the Short-Term Rental Unit.
- (g) All permits, whether an original permit or a renewal permit, shall pertain only to one single Short-Term Rental Unit as defined herein, and shall be separately numbered, and the Department of Finance and Revenue shall keep a duplicate of each original permit issued.
- (h) Once issued, the Short-Term Rental Operating Permit shall be valid for one (1) calendar year from the date of issuance, unless the Short-Term Rental Unit Operating Permit is suspended or revoked pursuant to this Chapter, or otherwise terminated by operation of, or in accordance with, law.

Section 5-306. Short-Term Rental Unit Operating Permit Renewals.

Unless suspended or revoked for a violation of any provision of this Chapter or other applicable law or regulation, a Short-Term Rental Unit Operating Permit may be renewed annually, provided that an applicant submits a renewal application and processing fee of one-hundred twenty dollars (\$120.00) no later than thirty (30) calendar days before the Short-Term Rental Unit Operating Permit's expiration. An application for renewal of a Short-Term Rental Unit Operating Permit, which shall include an updated acknowledgement of rules signed by the Owner; an updated affidavit of life safety compliance signed by the Owner; any updated information regarding the Local Contact Person; any updated Owner information; an updated confirmation regarding private agreements signed by the Owner; an updated proof of insurance; and proof of payment of all taxes due, shall be made through the Department of Finance and Revenue. Upon receipt of an application for renewal, together with the renewal application fee, an inspection of the Short-Term Rental Unit, in accordance with the provisions of **Section 5-305** above, shall be made to ensure compliance with all fire safety and building safety requirements. After the Short-Term Rental Unit Operating Permit's expiration, the holder of the Short-Term Rental Unit Operating Permit forfeits the right to renew, and the Owner must reapply for a new Short-Term Rental Unit Operating Permit. A renewed Short-Term Rental Unit Operating Renewal Permit shall be valid for one (1) calendar year from the date of issuance.

Section 5-307. Prohibition Against Transfer.

- (a) *Generally.* No person holding a Short-Term Rental Unit Operating Permit shall sell, lend, lease, or in any manner transfer the permit for value.
- (b) *Permission.* The permission to operate a Short-Term Rental Unit under a Short-Term Rental Unit Operating Permit shall be personal and limited to the Owner to whom the City issued the permit. A Short-Term Rental Unit Operating Permit shall terminate immediately upon the transfer of the property covered by the permit, whether such transfer is by deed, by law, or otherwise.
- (c) *Transfers Invalid.* Any unauthorized transfer or attempt to transfer a Short-Term Rental Unit Operating Permit shall automatically void such permit. Persons violating this provision, including both the transferor and transferee, may be subject to a citation and fine. Each unauthorized transfer or attempt to transfer of a Short-Term Rental Unit Operating Permit shall constitute a separate violation, and the penalty for such violation shall be fifty dollars (\$50.00) per day.

Section 5-308. No Vested Rights.

The provisions of this Chapter concerning Short-Term Rental Units are not a grant of vested rights to continue to operate any Short-Term Rental Unit indefinitely. Any Short-Term Rental Unit use, operation, and / or permits for Short-Term Rental Units are subject to the provisions of ordinances, resolutions, or other City measures, to include declarations of states of emergency, concerning Short-Term Rental Units that may be enacted or adopted at a later date, even though such ordinances, resolutions, or other city measures may change the terms, conditions, allowance, or duration for Short-Term Rental Unit use or operation, including but not limited to

those that may terminate some or all Short-Term Rental Unit uses or operations, with or without some period of amortization. While this recitation concerning vested rights is implicit in any uses permitted by the City, this explicit recitation is set forth to avoid any uncertainty or confusion. This Chapter is expressly declared to be enacted pursuant to general police powers, to include those pertaining to general health and welfare, building and fire safety, and is not to be construed as a zoning law.

Section 5-309. Compliance with Laws; Complaints; Remedies; and Permit Revocation.

- (a) *Compliance with city, state, and federal Laws.* It shall be unlawful to operate a Short-Term Rental Unit that does not comply with all applicable city, state, and federal laws and regulations.
- (b) *Operation without permit deemed public safety hazard.* Except as otherwise provided herein, any Short-Term Rental Unit operating or advertising for operation without a valid Short-Term Rental Unit Operating Permit shall be deemed a public safety hazard. The City may issue, and the Owner or the Local Contact Person may receive, a civil citation for operating or advertising for operation without a Short-Term Rental Unit Operating Permit. Such civil citations will be adjudicated in the Clarksville City Court.
- (c) *Public nuisance.* It is unlawful and a violation of this Chapter and is hereby declared a public nuisance for any person to commit, cause, or maintain a violation of any provision or fail to comply with any of the requirements of this Chapter. The City may issue and the Owner, the occupants, or the Local Contact Person may receive a civil citation for any violation of this Chapter or any other City ordinance by the Owner, the Local Contact Person, or the occupants of the Short-Term Rental Unit. Such civil citations will be adjudicated in the Clarksville City Court.
- (d) *Complaints.* If a complaint is filed with the City of Clarksville alleging that the Owner has violated the provisions of this Chapter or any other applicable City ordinance or State law, a Code Official shall provide written notification of the complaint by registered mail to the Owner at the Owner's address listed on the application, and the Code Official shall investigate the complaint and inspect the property being used as a Short-Term Rental. Within twenty (20) days of the date that the notification was sent to the Owner, the Owner may respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Code Official finds the complaint to be supported by a preponderance of the evidence, the Code Official may suspend or revoke the Short-Term Rental Unit Operating Permit or take or cause to be taken other enforcement action as provided herein or elsewhere in the City Code. Any false complaint made against a Short-Term Rental Owner may be punishable as perjury under T.C.A. § 39-16-702, as may be amended from time to time.
- (e) *Revocation or Suspension of Permit.* The Code Official may suspend or revoke a Short-Term Rental Unit Operating Permit if the Code Official discovers that (i) an applicant obtained the Short-Term Rental Unit Operating Permit by knowingly providing false information on the application; (ii) the continuation of the Short-Term Rental Unit presents a threat to public health or safety; or (iii) the Owner or Short-Term Rental Unit has violated any of the provisions of this Chapter or has violated any other City ordinance, State law, or Federal law related to the operation of the Short-Term Rental Unit.

- (f) *Effect of Revocation.* Should the Short-Term Rental Unit Operating Permit be revoked, in addition to any other penalty, there shall be a one-year waiting period from the date of revocation for the property to become eligible again for a Short-Term Rental Unit Operating Permit. Upon reapplication, the Owner must pay the full permit fee.
- (g) *Appeal of Suspension or Revocation.* If a Short-Term Rental Unit Operating Permit is suspended or revoked, the Code Official shall state the specific reason(s) for the suspension or revocation. Any Owner whose Short-Term Rental Unit Operating Permit has been suspended or revoked may appeal such suspension or revocation by submitting a written request to the Department of Building and Codes for a hearing before the Board of Adjustments and Appeals within twenty (20) calendar days of receiving the notice of suspension or revocation. A hearing date will be set within twenty (20) calendar days of the filing of an appeal. All hearings before the Board of Adjustments and Appeals shall be open to the public. The appellant, the appellant's representative, the Code Official or his/her designee, and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than a majority of full membership of the Board of Adjustments and Appeals. The Board of Adjustments and Appeals may reverse or affirm, wholly or in part, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision, or determination as ought to be made. The decision of the Board of Adjustments and Appeals shall be the final administrative decision and shall be subject only to judicial review in the Circuit or Chancery Court pursuant to state law of general application. In addition to any other penalty imposed, if the decision of the Board of Adjustments and Appeals to revoke a Short-Term Rental Unit Operating Permit is upheld, the Owner shall not be eligible to reapply for a new Short-Term Rental Unit Operating Permit for the premises for a period of one (1) year. Upon reapplication, the Owner shall be required to pay the full Short-Term Rental Unit Operating Permit application fee. During the pendency of any appeal to the Board of Adjustments and Appeals or to any Court as provided herein, the revocation or suspension decision of the Code Official or of the Board, respectively, shall remain in effect.
- (h) *Emergency Suspension.* Notwithstanding any other provision of this Chapter, the chief of police, the fire chief, or the Code Official, or their designee(s), may temporarily suspend a Short-Term Rental Unit Operating Permit and order a temporary cessation of Short-Term Rental operations in a situation involving an immediate danger to public health, safety, or welfare, or to investigate criminal activity that has allegedly occurred on the premises. The chief of police, the fire chief, or the Code Official, or their designee(s), shall give immediate written notice of the temporary suspension/cessation order to the Owner if present at the premises, or to the Local Contact Person or to any occupant, who shall be required to immediately comply with the order. Thereafter, within a reasonable time, using the most efficacious means possible, the chief of police, the fire chief, or the Code Official, or their designee(s), shall give written notice of the temporary suspension/cessation order to the permit holder, if not previously served, along with a brief statement of the facts and reasons for the decision to suspend the Short-Term Rental Unit Operating Permit and to terminate the operation of the Short-Term Rental Unit. Such notice shall state that the matter of the temporary suspension/cessation will be heard by the Board of Adjustments and Appeals at the first regularly scheduled board meeting thereafter, or at a special called board meeting, either of which to be held not later than five (5) calendar days from the date of issuance of

the temporary suspension/cessation order, unless the Owner shall request in writing additional time, not to exceed ten (10) days, said request to be filed with the board, during which time the temporary suspension/cessation shall continue. The temporary suspension and order of cessation shall be effective when issued by the chief of police, the fire chief, or the Code Official, or their designee(s), and shall remain in effect until the Board of Adjustments and Appeals reviews the facts, circumstances, and reasons for the temporary suspension and makes a determination whether there is just cause for the suspension to continue, but in no event shall the temporary suspension and cessation order continue beyond ten (10) calendar days without a hearing thereon by the Board of Adjustments and Appeals. At the public hearing, the board may, after a finding of just cause as provided herein, suspend the Operating Permit for a definite time period or may revoke the Operating Permit. If no finding of just cause is established, the board may immediately rescind the temporary suspension, lift the cessation order, and reinstate the Operating Permit.

Section 5-310. City Shall Have No Obligation to Enforce Private Rights or Agreements; No Third Party Beneficiaries.

The City of Clarksville shall not have any duty or obligation or be responsible for making a determination regarding whether the issuance of a Short-Term Rental Unit Operating Permit or the use of a dwelling as a Short-Term Rental Unit is permitted under any private agreement(s) or any covenants, conditions, and restrictions, or private codes, or under any of the regulations or rules of a homeowners' association or maintenance organization, condominium agreement, mortgage agreement, insurance contract, or any other contract or agreement that may be applicable governing and limiting the use of the Short-Term Rental Unit, and the City shall have no enforcement obligations in connection with such private agreements or covenants, conditions and restrictions or such regulations or rules. The provisions of this chapter, nor the approval of or issuance of any Short-Term Rental Unit Operating Permit shall not be construed to confer any third-party beneficiary status upon any person, business entity, organization or association as against the City of Clarksville.

Section 5-311. Operational Requirements.

- (a) *Safety Standards.* Notwithstanding any code provision to the contrary, during each Short-term Rental Unit Occupancy, each Short-term Rental Unit shall have, at minimum, the following life safety equipment on the premises and installed to manufacturer specifications: (i) a smoke alarm meeting Underwriters Laboratory (UL) 217 standards inside each sleeping room, outside of and within fifteen (15) feet of sleeping rooms, and on each story of the dwelling unit, including basements; (ii) a carbon monoxide detector within fifteen (15) feet of all bedrooms; and (iii) and a fire extinguisher. Every smoke and carbon monoxide alarm must function properly with the alarm sounding after pushing the test button and the fire extinguisher must be operational. It shall be unlawful to operate a Short-term Rental Unit without a smoke alarm, carbon monoxide detector, or fire extinguisher as required by this Chapter.
- (b) *Taxes.* All Short-Term Rental Unit Owners shall be responsible to pay all applicable taxes, including, but not limited to, real and personal property taxes, the hotel/motel tax, sales taxes, gross receipts taxes, and any employment and income taxes, as may be levied or assessed by the City, Montgomery County, the State of Tennessee, or the United States of America.

- (c) *Advertising.* It shall be unlawful to advertise any Short-Term Rental Unit without the Operating Permit number clearly displayed on the advertisement. For the purposes of this Chapter, the terms "advertise," "advertising" or "advertisement" mean the act of drawing the public's attention to a Short-Term Rental Unit in any forum, whether electronic or non-electronic, in any media or medium, in order to promote the availability of the Short-Term Rental Unit.
- (d) *Maximum Occupancy.* The maximum occupancy of any Short-Term Rental Unit by Transient Guests shall not exceed the maximum occupancy limits as prescribed by the Operating Permit. Simultaneous rental to more than one party under separate contracts shall be prohibited.
- (e) *Age Requirement.* The principal renter (Transient Guest) of a Short-Term Rental Unit shall be at least eighteen (18) years of age.
- (f) *Use of Short-Term Rental Unit.* No Transient Guest may use a Short-Term Rental Unit for on-site business or commercial purposes during any rental period.
- (g) *Parking.* Each Short-Term Rental Unit shall provide at least one parking space per bedroom offered for rent.
- (h) Reserved.
- (i) Reserved.
- (j) *Food Service.* No food shall be prepared for, or served to, the Transient Guest(s) by the Owner for any consideration.
- (k) *Contact Information Shall Be Posted.* The name and telephone number of the Local Contact Person(s) shall be conspicuously posted within the Short-Term Rental Unit.
- (l) *Compliance with Clarksville City Code.* The Owner shall ensure that the use of the Short-Term Rental Unit complies with all applicable noise, nuisance, parking, trash, and property maintenance code, ordinances, regulations, and all other provisions of the City Code. A prohibition against making loud noise in such a manner as to disturb the quiet, comfort or repose of neighboring property owners shall be included in the Short-Term Rental Unit rules and contained in the Short-Term Rental Unit lease agreement.

Section 5-312. Effect of Chapter During Declared State of Emergency.

The provisions of this Chapter, in whole or in part, may be suspended during the pendency of any lawfully declared state of emergency issued by the President of the United States of America, the Governor of the State of Tennessee, or by the Mayor of the City of Clarksville, which may include, but is not limited to, a temporary prohibition on the rental of a Short-Term Rental Unit by an Owner who possesses an otherwise legally valid Short-Term Rental Unit Operating Permit, or on the use or occupation of same by any Transient Guest as defined herein, to the extent permitted or not otherwise prohibited by federal or state law of general application.

Section 5-313. Severability.

If any section, paragraph, sentence, phrase, term, or word of this Chapter for any reason be declared unlawful, invalid, unenforceable, or void, by a court or other administrative tribunal of competent jurisdiction, then the remainder of this chapter shall remain in full force and effect.

<i>AMENDED:</i>	July 2, 2020
<i>POSTPONED:</i>	July 2, 2020 to August 6, 2020
<i>FIRST READING:</i>	August 6, 2020
<i>SECOND READING:</i>	<i>Scheduled for September 3, 2020</i>
<i>EFFECTIVE DATE:</i>	

ORDINANCE 1-2020-21
As Adopted First Reading

AN ORDINANCE AMENDING TITLE 5 OF THE OFFICIAL CITY CODE TO ADD A NEW CHAPTER ENTITLED "SHORT-TERM RENTALS" TO ESTABLISH REGULATIONS PERTAINING TO SHORT-TERM RENTAL UNITS.

WHEREAS, with the rise of the sharing economy, the City of Clarksville and cities across the country have seen growth in the popularity of short-term rentals, which are rentals of residential units or dwellings for up to thirty consecutive days; and

WHEREAS, in the absence of a regulatory framework, the City of Clarksville cannot monitor these short-term rental listings and cannot ensure public safety; and

WHEREAS, the City Council finds the best approach to the regulation of short-term rentals is a permit scheme that balances the protection of neighborhoods with the interests of individuals who want to rent their property on a short-term basis; and

WHEREAS, the City Council finds that any short-term rental permitting regulatory scheme should impose minimum safety requirements to protect renters and neighboring properties, and should provide for the collection of applicable taxes; and

WHEREAS, the City Council finds it to be in the best interest of the City and its residents, to include public health and safety, to regulate the operation of short-term rentals within the City of Clarksville.

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

The Clarksville City Code, Title 5 (Business, Professions, and Occupations) is hereby amended by adding a new Chapter 3 (Short-Term Rentals) as set forth below:

Section 5-301. Purpose. The City Council finds that the following regulations of Short-Term Rental Units are necessary to protect the health, safety, and welfare of the public.

Section 5-302. Definitions. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Chapter. The word "shall" is always mandatory and not merely advisory.

- (a) *Code Official.* A City Code Enforcement Officer or the Building Official.
- (b) *Consideration.* The charge, whether or not received, for occupancy in a ShortTerm Rental Unit valued in money, whether to be received in money, goods, labor, or otherwise, including all receipts, cash, credits, property and services of any kind or nature. Nothing in this definition shall be construed to mean that consideration is charged when the Short-Term Rental Unit provided to the Transient Guest(s) is complimentary from the Owner and no consideration of any type is charged to, or received from, any person.

- (c) *Contiguous Property.* Any property that is directly adjacent to the property on which a Short-Term Rental Unit is located, or which is across any street, road, highway, or alley from any property on which a Short-Term Rental Unit is located, and which is within one-hundred (100) feet of the nearest property boundary line of any property on which a Short-Term Rental Unit is located.
- (d) *Dwelling Unit.* A cabin, house, house trailer or mobile home, or structure used or designed to be used as an abode or home of a person, family, or household, and includes a single-family dwelling, a portion of a single-family dwelling, or an individual residential dwelling in a multi-dwelling building, such as a duplex, triplex, an apartment building, condominium, cooperative, or timeshare.
- (e) *Hosting Platform.* A person or entity that facilitates the booking of a Short-Term Rental Unit.

"Facilitate" includes, but is not limited to, the act of allowing an Owner to offer to list or advertise, typically for a charge or fee, the Short-Term Rental Unit on an Internet website, in a print publication, or through another forum provided or maintained by the Hosting Platform.
- (f) *Non-Residential District.* Any zoning district designated in the City of Clarksville that allows residential uses but is not a Residential District.
- (g) *Occupancy.* The use or possession, or the right to the use or possession, of any room(s), lodgings, or accommodations in any Short-Term Rental Unit.
- (h) *Operating Permit.* The city-issued document authorizing an Owner to operate a Short-Term Rental Unit within the City of Clarksville.
- (i) *Owner.* The person who owns property held out as a Short-Term Rental Unit.
- (j) *Residential District.* Any zoning district designated in the City of Clarksville where the principal permitted uses in the district include residential uses, including houses, duplexes, and multi-dwelling structures.
- (k) *Short-Term Rental Unit.* A dwelling unit, a portion of a dwelling unit, or any other structure or space that is occupied or intended or designed or advertised for occupancy by Transient Guests for dwelling, lodging, or sleeping, and which is offered to Transient Guests for Consideration for a period of up to 30 consecutive calendar days. Short-Term Rental Units shall not include dwelling units owned by the federal government, the state, or any of their agencies or political subdivisions; facilities licensed by the state as healthcare facilities, including temporary family healthcare structures; hotels; inns; motels; boarding houses; Bed and Breakfast establishments approved by the City of Clarksville pursuant to the Clarksville Zoning Ordinance; campgrounds; recreational vehicles or campers, or dwelling units rented to the same occupant(s) for more than thirty continuous days.
- (l) *Transient Guest.* A person who occupies a dwelling unit or portion thereof, other than his or her usual place of residence, in exchange for consideration.

Section 5-303. Permit Required for Operation of a Short-Term Rental Unit.

- (a) *Operating Permit Required.* It shall be unlawful to operate or advertise any Short-Term Rental Unit within the City of Clarksville without a Short-Term Rental Unit Operating Permit issued under this Chapter, except as otherwise provided herein.
- (b) *Continued use for properties already being used as short-term rental.* In accordance with T.C.A. § 13-7-603, as may be amended from time to time, this Short-Term Rental Ordinance shall not apply to any property that was being used as a Short-Term Rental Unit by the owner of the property prior to the Clarksville City Council's enactment of this Chapter. The definition of "Used as a short-term rental unit" contained in T.C.A. § 13-7-602, as may be amended from time to time, shall be used in determining whether a property was being used as a Short-Term Rental Unit by the Owner of the property prior to enactment of this Chapter. In accordance with T.C.A. § 13-7-604(b)(3), as may be amended from time to time, any property being used as a Short-Term Rental Unit by the Owner of the property prior to enactment of this Chapter may continue operating said property as a Short-Term Rental Unit, without securing a permit, until the property is sold, transferred, ceases being used as a Short-Term Rental Unit for a period of thirty (30) continuous months, or has been in violation of a generally applicable local law three (3) or more separate times with no appeal rights remaining for any of the three (3) violations.

Section 5-304. Short-Term Rental Unit Operating Permit Application; Permit Availability; Application Form and Fee; Right of Entry.

- (a) *Application.* Except as otherwise provided herein, every Owner desiring to operate a Short-Term Rental Unit shall submit an application for an Operating Permit to the Clarksville Department of Finance and Revenue. Each application shall contain all of the following information, along with a sworn statement that the information being provided is true and accurate, upon penalty of perjury. The permit application shall not be considered complete until all information specified by the application form and required by this chapter, as determined by the Department of Finance and Revenue, has been completed by the applicant.
 - (1) *Acknowledgement of Regulations and Obligation to Pay Hotel / Motel Tax; Submission of Proof of Business License.* The applicant shall include with his or her application a written acknowledgement by the Owner that he/she has read all regulations of this Chapter pertaining to the operation of a Short-Term Rental Unit, that the applicant will comply with and pay as required by law any hotel/motel tax requirements as levied or assessed by the City, Montgomery County, and / or the State of Tennessee, and shall submit a statement that the applicant has obtained a City of Clarksville business license and attach a copy of same thereto.
 - (2) *Affidavit of Life Safety Compliance.* An application for an Operating Permit shall be accompanied by an affidavit from the applicant verifying the number and room location(s) of all required life safety equipment, and that all such equipment is currently fully operational at the time of the application for the Short-Term Rental Unit. All such life safety equipment will be subject to verification or inspection.

~~(3) *Local Contact Person.* A person designated by the Owner who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (i) being able to physically respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the Short-Term Rental Unit, and (ii) taking remedial action necessary to resolve any such complaints. The Local Contact Person may be the Owner or an Owner's agent. If not the Owner, the full legal name, residential street and mailing addresses, the e-mail address, and the telephone number of the Local Contact Person shall be provided.~~

(3) *Local Contact Person(s).* A person or persons designated by the Owner who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (i) being able to respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the Short-Term Rental Unit, and (ii) taking remedial action necessary to resolve any such complaints. The Local Contact Person(s) may be the Owner or an Owner's agent. If not the Owner, the full legal name, residential street and mailing addresses, the e-mail address, and the telephone number of the Local Contact Person(s) shall be provided. *[Amended August 6, 2020]*

(4) *Owner Information.* The full legal name, street and mailing addresses, the e-mail address, and the telephone number of the Owner of the property sought to be used as a Short-Term Rental Unit and, in cases where a business entity or trust is the owner of the property that is sought to be used as a Short-Term Rental Unit, the individual who has the responsibility to oversee the ownership of the property sought to be used as a Short-Term Rental Unit on behalf of the business entity or trust, including the mailing address, the e-mail address, and the telephone number of the individual having such responsibility. If the Owner of a Short-Term Rental Unit is a business entity, information and documentation is required demonstrating the Owner's valid status with the Tennessee Secretary of State.

(5) *Site Plan.* A site plan and floor plan accurately and clearly depicting the size and location of the existing dwelling and the approximate square footage in the dwelling, the number and location of designated off-street parking spaces and the maximum number of vehicles allowed for overnight occupants. The floor plan shall describe the use of each room in the dwelling, the number, location and approximate square footage of all bedrooms, and any accessory buildings, including but not limited to garages and accessory dwelling structures or units.

- (6) *Confirmation regarding private agreements.* Written acknowledgement by the Owner that he/she/it is solely responsible for confirming and that he/she/it has confirmed that operating the Short-Term Rental Unit would not violate any Home Owners Association agreement or bylaws, Condominium Agreement, Covenants, and / or Restrictions, mortgage agreement, insurance contract, or any other contract or agreement governing and limiting the use of the proposed Short-Term Rental Unit.

~~(7) *Notice to surrounding property owners.* The Owner of the Short-Term Rental Unit shall provide written notification of the operation of the Short-Term Rental Unit to each Contiguous Property owner. The Owner of the Short-Term Rental Unit shall provide proof to the City of such written notification at the time of submitting the Operating Permit application. Proof of written notification shall be: (a) the dated signature of each Contiguous Property owner on a written notice; (b) a signed receipt of U.S. registered or certified mail addressed to each Contiguous Property owner along with a copy of the written notice sent; or (c) notice from the U.S. Postal Service that registered or certified mail to a Contiguous Property owner was refused or not timely accepted along with a copy of the written notice sent. [Deleted August 6, 2020]~~

~~(8) *Proof of Insurance.* The Owner shall provide proof of insurance evidencing homeowner's, fire, hazard, and liability insurance on the property sought to be used as a Short-Term Rental Unit. Liability coverage shall have limits of not less than one million dollars per occurrence. [Deleted July 2, 2020]~~

(b) *Short-Term Rental Unit Operating Permit Availability.*

- (1) *Generally.* A Short-Term Rental Unit Operating Permit is available in any Residential or Non-Residential Districts upon meeting the criteria in this Chapter. A Short-Term Rental Unit Operating Permit may be issued only to the Owner of the Short-Term Rental Unit.

- (2) *Proof of Ownership.* Ownership shall be established by the deed for the property as recorded in the office of the Montgomery County, Tennessee, Register of Deeds.

(c) *Operating Permit Application Form.* The Department of Finance and Revenue shall develop and supply Short-Term Rental Unit Operating Permit application forms for use by applicants, which shall contain such questions and acknowledgements as are specified herein, to be answered and acknowledged by the applicant under oath and notarized.

(d) *Fees.* An administrative processing and inspection permit fee in the amount of one-hundred fifty dollars (\$150.00) shall be paid to the Clarksville Department of Finance and Revenue at the time an application for a Short-Term Rental Unit Operating Permit is submitted. There shall be no proration of fees. Application fees shall be non-refundable.

(e) *Right of Entry of Fire Department and Building and Codes Department.* The submission of an application for a Short-Term Rental Unit Operating Permit shall constitute consent of the applicant to permit the Clarksville Fire Rescue Department and the Clarksville Department of Building and Codes to conduct inspections of the Short-Term Rental Unit, from time to time, between the hours of 8 a.m. and 5 p.m. or during the hours such Short-Term Rental Unit is being rented, to ensure the Short-Term Rental Unit is complying with the requirements of this Chapter, other city ordinances, and state/federal laws and regulations.

Section 5-305. Administrative Processing and Inspections; Issuance.

- (a) Once the Short-Term Rental Unit Operating Permit application is considered complete by the Department of Finance and Revenue, to include the payment of any required fee(s), the original application shall be date-stamped and retained by the Department of Finance and Revenue. The Department of Finance and Revenue shall then forward a copy of the completed application to the Fire and Rescue Department and to the Building and Codes Department for further review and inspections.
- (b) The Fire and Rescue Department shall conduct a fire and life safety inspection of the Short-Term Rental Unit within fifteen (15) calendar days of the date the application is accepted by the Department of Finance and Revenue to ensure that all required fire and life safety equipment is currently operable, and that the Short-Term Rental Unit is in compliance with all applicable fire codes, laws, and regulations. As part of the inspection, the Fire and Rescue Department shall determine the maximum occupancy of Transient Guests for the Short-Term Rental Unit. Upon completion of the fire and life safety inspection, the Fire and Rescue Department shall annotate on a form developed in coordination with the Building and Codes Department whether the Short-Term Rental Unit passed or failed the fire and life safety inspection, and if it failed, shall provide a short and plain summary of the reasons why the Short-Term Rental Unit failed the inspection, and shall cite to the applicable provision(s) of the fire codes, laws, or regulations at issue. In the event of failure of the fire and life safety inspection, an applicant may request a re-inspection, whereupon the applicant shall have ten (10) days from the date of the failed fire and life safety inspection to correct any deficiencies and pass a re-inspection. An applicant shall only be permitted one opportunity for a fire and life safety re-inspection.
- (c) The Department of Building and Codes shall conduct a building safety inspection of the Short-Term Rental Unit within fifteen (15) calendar days of the date the application is accepted by the Department of Finance and Revenue to ensure compliance with all applicable building, gas, electrical, and plumbing codes, laws, and regulations. Upon completion of the building safety inspection, the Department of Building and Codes shall annotate on the form developed in coordination with the Fire and Rescue Department, whether the Short-Term Rental Unit passed or failed the building safety inspection, and if it failed, shall provide a short and plain summary of the reasons why the Short-Term Rental Unit failed the building safety inspection and shall cite to the applicable provision(s) of the building safety codes, laws, or regulations at issue. In the event of failure of the building safety inspection, an applicant may request a re-inspection, whereupon the applicant shall have ten (10) days from the date of the failed building safety inspection to correct any deficiencies and pass a re-inspection. An applicant shall only be permitted one opportunity for a building safety re-inspection.

- (d) Within fifteen (15) days of the date of successful completion of the fire and life safety inspection and the building safety inspection (whichever comes later), the Department of Building and Codes shall make a final determination whether the application should be approved or denied.
- (e) If the Department of Building and Codes determines that the application or the Short-Term Rental Unit does not conform to the requirements of this Chapter, or to other applicable laws or regulations, the application for a Short-Term Rental Unit Operating Permit shall be denied. Within five (5) days of any decision denying an application for an Operating Permit, the Department of Finance and Revenue shall inform the applicant of the denial in writing and shall explain the reason(s) for the denial in writing.
- (f) Upon successful completion of all required inspections and payment of the necessary fee(s), if the Department of Building and Codes is satisfied that the application and the Short-Term Rental Unit conform to the requirements of this Chapter and to all other applicable laws and regulations, within five (5) days of approval of the Short-Term Rental Unit Operating Permit application by the Department of Building and Codes, the Department of Finance and Revenue shall inform the applicant of the approval in writing and shall issue a Short-Term Rental Unit Operating Permit to the applicant using a permit form developed by the Department of Finance and Revenue in coordination with the Fire and Rescue Department and the Department of Building and Codes. The Operating Permit shall specify the maximum occupancy of Transient Guests permitted within the Short-Term Rental Unit.
- (g) All permits, whether an original permit or a renewal permit, shall pertain only to one single Short-Term Rental Unit as defined herein, and shall be separately numbered, and the Department of Finance and Revenue shall keep a duplicate of each original permit issued.
- (h) Once issued, the Short-Term Rental Operating Permit shall be valid for one (1) calendar year from the date of issuance, unless the Short-Term Rental Unit Operating Permit is suspended or revoked pursuant to this Chapter, or otherwise terminated by operation of, or in accordance with, law.

Section 5-306. Short-Term Rental Unit Operating Permit Renewals.

Unless suspended or revoked for a violation of any provision of this Chapter or other applicable law or regulation, a Short-Term Rental Unit Operating Permit may be renewed annually, provided that an applicant submits a renewal application and processing fee of one-hundred twenty dollars (\$120.00) no later than thirty (30) calendar days before the Short-Term Rental Unit Operating Permit's expiration. An application for renewal of a Short-Term Rental Unit Operating Permit, which shall include an updated acknowledgement of rules signed by the Owner; an updated affidavit of life safety compliance signed by the Owner; any updated information regarding the Local Contact Person; any updated Owner information; an updated confirmation regarding private agreements signed by the Owner; an updated proof of insurance; and proof of payment of all taxes due, shall be made through the Department of Finance and Revenue. Upon receipt of an application for renewal, together with the renewal application fee, an inspection of the Short-Term Rental Unit, in accordance with the provisions of **Section 5-305** above, shall be made to ensure compliance with all fire safety and building safety requirements. After the Short-Term Rental Unit Operating Permit's expiration, the holder of the Short-Term Rental Unit Operating Permit forfeits the right to renew, and the Owner must reapply for a new Short-Term Rental Unit Operating Permit. A renewed Short-Term Rental Unit

Operating Renewal Permit shall be valid for one (1) calendar year from the date of issuance.

Section 5-307. Prohibition Against Transfer.

- (a) *Generally.* No person holding a Short-Term Rental Unit Operating Permit shall sell, lend, lease, or in any manner transfer the permit for value.
- (b) *Permission.* The permission to operate a Short-Term Rental Unit under a Short-Term Rental Unit Operating Permit shall be personal and limited to the Owner to whom the City issued the permit. A Short-Term Rental Unit Operating Permit shall terminate immediately upon the transfer of the property covered by the permit, whether such transfer is by deed, by law, or otherwise.
- (c) *Transfers Invalid.* Any unauthorized transfer or attempt to transfer a Short-Term Rental Unit Operating Permit shall automatically void such permit. Persons violating this provision, including both the transferor and transferee, may be subject to a citation and fine. Each unauthorized transfer or attempt to transfer of a Short-Term Rental Unit Operating Permit shall constitute a separate violation, and the penalty for such violation shall be fifty dollars (\$50.00) per day.

Section 5-308. No Vested Rights.

The provisions of this Chapter concerning Short-Term Rental Units are not a grant of vested rights to continue to operate any Short-Term Rental Unit indefinitely. Any Short-Term Rental Unit use, operation, and / or permits for Short-Term Rental Units are subject to the provisions of ordinances, resolutions, or other City measures, to include declarations of states of emergency, concerning Short-Term Rental Units that may be enacted or adopted at a later date, even though such ordinances, resolutions, or other city measures may change the terms, conditions, allowance, or duration for Short-Term Rental Unit use or operation, including but not limited to those that may terminate some or all Short-Term Rental Unit uses or operations, with or without some period of amortization. While this recitation concerning vested rights is implicit in any uses permitted by the City, this explicit recitation is set forth to avoid any uncertainty or confusion. This Chapter is expressly declared to be enacted pursuant to general police powers, to include those pertaining to general health and welfare, building and fire safety, and is not to be construed as a zoning law.

Section 5-309. Compliance with Laws; Complaints; Remedies; and Permit Revocation.

- (a) *Compliance with city, state, and federal Laws.* It shall be unlawful to operate a Short-Term Rental Unit that does not comply with all applicable city, state, and federal laws and regulations.
- (b) *Operation without permit deemed public safety hazard.* Except as otherwise provided herein, any Short-Term Rental Unit operating or advertising for operation without a valid Short-Term Rental Unit Operating Permit shall be deemed a public safety hazard. The City may issue, and the Owner or the Local Contact Person may receive, a civil citation for operating or advertising for operation without a Short-Term Rental Unit Operating Permit. Such civil citations will be adjudicated in the Clarksville City Court.

- (c) *Public nuisance.* It is unlawful and a violation of this Chapter and is hereby declared a public nuisance for any person to commit, cause, or maintain a violation of any provision or fail to comply with any of the requirements of this Chapter. The City may issue and the Owner, the occupants, or the Local Contact Person may receive a civil citation for any violation of this Chapter or any other City ordinance by the Owner, the Local Contact Person, or the occupants of the Short-Term Rental Unit. Such civil citations will be adjudicated in the Clarksville City Court.
- (d) *Complaints.* If a complaint is filed with the City of Clarksville alleging that the Owner has violated the provisions of this Chapter or any other applicable City ordinance or State law, a Code Official shall provide written notification of the complaint by registered mail to the Owner at the Owner's address listed on the application, and the Code Official shall investigate the complaint and inspect the property being used as a Short-Term Rental. Within twenty (20) days of the date that the notification was sent to the Owner, the Owner may respond to the complaint, present evidence, and respond to evidence produced by the investigation. If the Code Official finds the complaint to be supported by a preponderance of the evidence, the Code Official may suspend or revoke the Short-Term Rental Unit Operating Permit or take or cause to be taken other enforcement action as provided herein or elsewhere in the City Code. Any false complaint made against a Short-Term Rental Owner may be punishable as perjury under T.C.A. § 39-16-702, as may be amended from time to time.
- (e) *Revocation or Suspension of Permit.* The Code Official may suspend or revoke a Short-Term Rental Unit Operating Permit if the Code Official discovers that (i) an applicant obtained the Short-Term Rental Unit Operating Permit by knowingly providing false information on the application; (ii) the continuation of the Short-Term Rental Unit presents a threat to public health or safety; or (iii) the Owner or Short-Term Rental Unit has violated any of the provisions of this Chapter or has violated any other City ordinance, State law, or Federal law related to the operation of the Short-Term Rental Unit.
- (f) *Effect of Revocation.* Should the Short-Term Rental Unit Operating Permit be revoked, in addition to any other penalty, there shall be a one-year waiting period from the date of revocation for the property to become eligible again for a Short-Term Rental Unit Operating Permit. Upon reapplication, the Owner must pay the full permit fee.
- (g) *Appeal of Suspension or Revocation.* If a Short-Term Rental Unit Operating Permit is suspended or revoked, the Code Official shall state the specific reason(s) for the suspension or revocation. Any Owner whose Short-Term Rental Unit Operating Permit has been suspended or revoked may appeal such suspension or revocation by submitting a written request to the Department of Building and Codes for a hearing before the Board of Adjustments and Appeals within twenty (20) calendar days of receiving the notice of suspension or revocation. A hearing date will be set within twenty (20) calendar days of the filing of an appeal. All hearings before the Board of Adjustments and Appeals shall be open to the public. The appellant, the appellant's representative, the Code Official or his/her designee, and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than a majority of full membership of the Board of Adjustments and Appeals. The Board of Adjustments and Appeals may reverse or affirm, wholly or in part, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision, or determination as ought to be made. The decision of the Board of Adjustments and Appeals shall be the final administrative decision and shall be subject only to judicial review in the Circuit or Chancery Court.

pursuant to state law of general application. In addition to any other penalty imposed, if the decision of the Board of Adjustments and Appeals to revoke a Short-Term Rental Unit Operating Permit is upheld, the Owner shall not be eligible to reapply for a new Short-Term Rental Unit Operating Permit for the premises for a period of one (1) year. Upon reapplication, the Owner shall be required to pay the full Short-Term Rental Unit Operating Permit application fee. During the pendency of any appeal to the Board of Adjustments and Appeals or to any Court as provided herein, the revocation or suspension decision of the Code Official or of the Board, respectively, shall remain in effect.

- (h) *Emergency Suspension.* Notwithstanding any other provision of this Chapter, the chief of police, the fire chief, or the Code Official, or their designee(s), may temporarily suspend a Short-Term Rental Unit Operating Permit and order a temporary cessation of Short-Term Rental operations in a situation involving an immediate danger to public health, safety, or welfare, or to investigate criminal activity that has allegedly occurred on the premises. The chief of police, the fire chief, or the Code Official, or their designee(s), shall give immediate written notice of the temporary suspension/cessation order to the Owner if present at the premises, or to the Local Contact Person or to any occupant, who shall be required to immediately comply with the order. Thereafter, within a reasonable time, using the most efficacious means possible, the chief of police, the fire chief, or the Code Official, or their designee(s), shall give written notice of the temporary suspension/cessation order to the permit holder, if not previously served, along with a brief statement of the facts and reasons for the decision to suspend the Short-Term Rental Unit Operating Permit and to terminate the operation of the Short-Term Rental Unit. Such notice shall state that the matter of the temporary suspension/cessation will be heard by the Board of Adjustments and Appeals at the first regularly scheduled board meeting thereafter, or at a special called board meeting, either of which to be held not later than five (5) calendar days from the date of issuance of the temporary suspension/cessation order, unless the Owner shall request in writing additional time, not to exceed ten (10) days, said request to be filed with the board, during which time the temporary suspension/cessation shall continue. The temporary suspension and order of cessation shall be effective when issued by the chief of police, the fire chief, or the Code Official, or their designee(s), and shall remain in effect until the Board of Adjustments and Appeals reviews the facts, circumstances, and reasons for the temporary suspension and makes a determination whether there is just cause for the suspension to continue, but in no event shall the temporary suspension and cessation order continue beyond ten (10) calendar days without a hearing thereon by the Board of Adjustments and Appeals. At the public hearing, the board may, after a finding of just cause as provided herein, suspend the Operating Permit for a definite time period or may revoke the Operating Permit. If no finding of just cause is established, the board may immediately rescind the temporary suspension, lift the cessation order, and reinstate the Operating Permit.

Section 5-310. City Shall Have No Obligation to Enforce Private Rights or Agreements; No Third Party Beneficiaries.

The City of Clarksville shall not have any duty or obligation or be responsible for making a determination regarding whether the issuance of a Short-Term Rental Unit Operating Permit or the use of a dwelling as a Short-Term Rental Unit is permitted under any private agreement(s) or any covenants, conditions, and restrictions, or private codes, or under any of the regulations or rules of a homeowners' association or maintenance organization, condominium agreement, mortgage agreement, insurance contract, or any other contract or agreement that may be applicable governing and limiting the use of the Short-Term Rental Unit, and the City shall have no enforcement obligations in connection with such private agreements or covenants, conditions

and restrictions or such regulations or rules. The provisions of this chapter, nor the approval of or issuance of any Short-Term Rental Unit Operating Permit shall not be construed to confer any third-party beneficiary status upon any person, business entity, organization or association as against the City of Clarksville.

Section 5-311. Operational Requirements.

- (a) *Safety Standards.* Notwithstanding any code provision to the contrary, during each Short-term Rental Unit Occupancy, each Short-term Rental Unit shall have, at minimum, the following life safety equipment on the premises and installed to manufacturer specifications: (i) a smoke alarm meeting Underwriters Laboratory (UL) 217 standards inside each sleeping room, outside of and within fifteen (15) feet of sleeping rooms, and on each story of the dwelling unit, including basements; (ii) a carbon monoxide detector within fifteen (15) feet of all bedrooms; and (iii) and a fire extinguisher. Every smoke and carbon monoxide alarm must function properly with the alarm sounding after pushing the test button and the fire extinguisher must be operational. It shall be unlawful to operate a Short-term Rental Unit without a smoke alarm, carbon monoxide detector, or fire extinguisher as required by this Chapter.
- (b) *Taxes.* All Short-Term Rental Unit Owners shall be responsible to pay all applicable taxes, including, but not limited to, real and personal property taxes, the hotel/motel tax, sales taxes, gross receipts taxes, and any employment and income taxes, as may be levied or assessed by the City, Montgomery County, the State of Tennessee, or the United States of America.
- (c) *Advertising.* It shall be unlawful to advertise any Short-Term Rental Unit without the Operating Permit number clearly displayed on the advertisement. For the purposes of this Chapter, the terms "advertise," "advertising" or "advertisement" mean the act of drawing the public's attention to a Short-Term Rental Unit in any forum, whether electronic or non-electronic, in any media or medium, in order to promote the availability of the Short-Term Rental Unit.
- (d) *Maximum Occupancy.* The maximum occupancy of any Short-Term Rental Unit by Transient Guests shall not exceed the maximum occupancy limits as prescribed by the Operating Permit. Simultaneous rental to more than one party under separate contracts shall be prohibited.
- (e) *Age Requirement.* The principal renter (Transient Guest) of a Short-Term Rental Unit shall be at least eighteen (18) years of age.
- (f) *Use of Short-Term Rental Unit.* No Transient Guest may use a Short-Term Rental Unit for on-site business or commercial purposes during any rental period.
- (g) *Parking.* Each Short-Term Rental Unit shall provide at least one parking space per bedroom offered for rent.
- ~~(h) *Large Gatherings Prohibited.* Gatherings of twenty (20) or more people at a Short-Term Rental Unit during any rental period are prohibited. Reserved. [Deleted August 6, 2020]~~

~~(i) *Signage.* Signs or other displays on the property indicating that the Dwelling Unit is being utilized, in whole or in part, as a Short-Term Rental Unit, are prohibited and shall be unlawful. Reserved. [Deleted August 6, 2020]~~

(j) *Food Service.* No food shall be prepared for, or served to, the Transient Guest(s) by the Owner for any consideration.

~~(k) *Contact Information Shall Be Posted.* Notwithstanding the provisions of subsection (i) of this Section, The name and telephone number of the Local Contact Person(s) shall be conspicuously posted within the Short-Term Rental Unit. and on the exterior of the Short-Term Rental Unit near the primary entranceway. Reserved. [Amended August 6, 2020]~~

(l) *Compliance with Clarksville City Code.* The Owner shall ensure that the use of the Short-Term Rental Unit complies with all applicable noise, nuisance, parking, trash, and property maintenance code, ordinances, regulations, and all other provisions of the City Code. A prohibition against making loud noise in such a manner as to disturb the quiet, comfort or repose of neighboring property owners shall be included in the Short-Term Rental Unit rules and contained in the Short-Term Rental Unit lease agreement.

Section 5-312. Effect of Chapter During Declared State of Emergency.

The provisions of this Chapter, in whole or in part, may be suspended during the pendency of any lawfully declared state of emergency issued by the President of the United States of America, the Governor of the State of Tennessee, or by the Mayor of the City of Clarksville, which may include, but is not limited to, a temporary prohibition on the rental of a Short-Term Rental Unit by an Owner who possesses an otherwise legally valid Short-Term Rental Unit Operating Permit, or on the use or occupation of same by any Transient Guest as defined herein, to the extent permitted or not otherwise prohibited by federal or state law of general application.

Section 5-313. Severability.

If any section, paragraph, sentence, phrase, term, or word of this Chapter for any reason be declared unlawful, invalid, unenforceable, or void, by a court or other administrative tribunal of competent jurisdiction, then the remainder of this chapter shall remain in full force and effect.

<i>AMENDED:</i>	July 2, 2020
<i>POSTPONED:</i>	July 2, 2020 to August 6, 2020
<i>FIRST READING:</i>	August 6, 2020
<i>SECOND READING:</i>	Scheduled for September 3, 2020
<i>EFFECTIVE DATE:</i>	

ORDINANCE 5-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF WM. HOOSIER, TODD MORRIS-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE TERMINUS OF PREWITT LANE

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

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

PUBLIC HEARING: July 2, 2020
MAP AMENDED: July 2, 2020
POSTPONED: July 2, 2020 to August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: *Scheduled for September 3, 2020*
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point in the north right of way of said Prewitt Lane also lying in the south property line of the Louis Rittenberry property as recorded in ORV 317, Page 1176 ROMCT, said point of beginning lying North 77 degrees 30 minutes 31 seconds West for 668.54 feet from the intersection of the centerlines of Prewitt Lane and Whitfield Road, being the northeast corner of herein described parcel; Thence crossing Prewitt Lane along Hoosier east property line and the west property line of the Universal Export Limited, LLC property as recorded in ORV 1781, Page 1879 ROMCT, South 02 degrees 06 minutes 02 seconds West for 1,315.08 feet to a point lying in the State of TN Board of Education property as recorded in ORV 113, Page 592 ROMCT, said point also being the southeast corner of herein described tract; Thence along Board of Ed. north property line, North 83 degrees 46 minutes 39 seconds West for 1,811.30 feet to a point, said point being the southwest corner of herein described parcel; Thence along the west line of Board of Ed. property, North 00 degrees 04 minutes 42 seconds East for 891.16 feet to a point, lying in the east line of the Wall Buford Farms. LLC property as recorded in ORV 868, Page 597 ROMCT; Thence along Buford Farms east line for the next 5 calls: North 55 degrees 48 minutes 29 seconds East for 326.69 feet to a point; North 63 degrees 57 minutes 18 seconds East for 130.23 feet to a point; North 36 degrees 42 minutes 05 seconds East for 49.45 feet to a point; North 02 degrees 12 minutes 05 seconds East for 87.45 feet to a point; North 17 degrees 31 minutes 38 seconds East for 91.40 feet to a point, lying in the south property line of the Rittenberry property; Thence along Rittenberry south line, South 82 degrees 30 minutes 46 seconds East for 805.06 feet to a point; Thence continuing along the Rittenberry south line, South 78 degrees 24 minutes 58 seconds East for 614.26 feet to the point of beginning. Said tract-containing 54.32 acres more or less.

ORDINANCE 6-2020-21

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS; REQUEST OF PATRICIA MURPHY FOR PROPERTY LOCATED AT 1551 WOODLAWN ROAD

WHEREAS, proper application has been made by McKay-Burchett Engineering, Cal McKay, P.E. for extensions of City utility service to property located at Cmap 053, Parcel 3.00 with the property address of 1551 Woodlawn Road outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

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

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

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

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

That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 053, Parcel 3.00 with the property address of 1551 Woodlawn Road outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING: August 6, 2020

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 7-2020-21

AN ORDINANCE REPEALING ORDINANCE 152-2006-07 ESTABLISHING A CAPITAL PROJECTS REVENUE DISTRICT (CPRD) AND CAPITAL IMPROVEMENT FUND

WHEREAS, the City Council created the CPRD in an effort to capture property tax growth in a specific area where the new hospital was developed off of Ted Crozier Sr. Boulevard and Dunlop Lane; and

WHEREAS, the City's formation of this district was intended to be similar to tax increment financing (TIF) district; and

WHEREAS, the CPRD has served as an accounting entry to move property tax revenue from the general fund into the CPRD fund where those funds are then transferred to the Debt Service Fund to pay General Obligation (GO) Bonds for various capital projects; and

WHEREAS, the City Council finds the best interest of the City is served by the repeal of the ordinance that created the CPRD and to account for said revenue/funds in the ordinary way in accordance with governmental accounting practices; and any associated debt shall continue to be the obligation of the City and will continue to be paid through the Debt Service Fund.

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

Ordinance 152-2006-07 is hereby repealed and that the Capital Projects Revenue District (CPRD) and the Capital Improvement Fund (CIF) special revenue fund is dissolved.

CPRD Fund

Decrease Revenue	4141000-31120	\$2,434,942
Decrease Expenditures	41410003-4911	\$2,434,942

General Fund

Increase 2020 Property Tax Revenue	100310-31120	\$2,434,942
Increase transfer to debt service fund	10470003-4911	\$2,434,942

Transfer unassigned fund balance from CPRD Fund to General Fund \$77,910*

*Balance may differ depending on the actual ending fund balance for FY20.

BE IT FURTHER ORDAINED The financial impact to the general fund is an increase in property tax revenue and an increase in transfer out to the debt service fund. These increases are offset by the decreases in the CPRD special revenue fund.

<i>FIRST READING:</i>	August 6, 2020
<i>SECOND READING:</i>	<i>Scheduled for September 3, 2020</i>
<i>EFFECTIVE DATE:</i>	

ORDINANCE 8-2020-21

AN ORDINANCE AMENDING PART II (CODE OF ORDINANCES); TITLE 10 (OFFENSES - MISCELLANEOUS), CHAPTER 2 (ENUMERATED), SECTION 10-218 OF THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE

WHEREAS, the City Council finds the firing of fireworks can be dangerous and destructive to life, limb and property when not used properly and carefully and requires regulation to ensure public safety.

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

(1) That **Section 10-218** is amended by adding the following new subsection (6):

Section 10-218. Fireworks – Unlawful to explode.

(6) No person shall ignite or discharge any fireworks within any motor vehicle, or ignite, discharge, or throw any fireworks from any motor vehicle while within a motor vehicle, nor shall any person place, discharge, or throw any fireworks into or at a motor vehicle, or at or near any person, or group of people, or at any building, home, or facility, whether occupied or not.

FIRST READING:

August 6, 2020

SECOND READING:

Scheduled for September 3, 2020

EFFECTIVE DATE:

ORDINANCE 9 -2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF CAROL STEVENS, DERRICK STEVENS-AGENT FOR ZONE CHANGE ON PROPERTY LOCATED AT THE SOUTHERN TERMINUS OF WEST THOMPkins LANE

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

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

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: Scheduled for September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

BEGINNING AT A 1/2" IRON PIN FOUND IN THE EAST RIGHT OF WAY LINE WEST THOMPkins LANE, SAID IRON PIN LOCATED AT THE END OF SAID WEST THOMPkins ROAD AND AT A COMMON CORNER WITH THE MILLER PROPERTY, RECORDED IN VOLUME 1707, PAGE 1936; THENCE WITH SAID RIGHT OF WAY LINE N 10°05'01" E A DISTANCE OF 165.25 FEET TO A 5/8" IRON PIN FOUND; THENCE LEAVING SAID RIGHT OF WAY LINE WITH THE SOUTH LINE OF LOT 2, AS SHOWN IN PLAT BOOK E, PAGE 1064 S 85°08'46" E A DISTANCE OF 247.67 FEET TO A 5/8" IRON PIN FOUND; THENCE WITH THE MILLER PROPERTY, RECORDED IN VOLUME 1707, PAGE 1934 S 08°45'02" W A DISTANCE OF 173.48 FEET TO A 1/2" IRON PIN SET; THENCE WITH THE MILLER PROPERTY, RECORDED IN VOLUME 1707, PAGE 1936 N 83°12'06" W A DISTANCE OF 251.08 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.967 ACRES, MORE OR LESS.

ORDINANCE 11-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF JOE ROBERTS, CAL MCKAY/BURCHETT & COMPANY-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF OLD ASHLAND CITY ROAD AND MARTHA LANE

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

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

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: Scheduled for September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

Land situated in Montgomery County, TN, beginning at a point at the intersection of the south right-of-way margin of Old Ashland City Road and the westerly right-of-way margin of Martha Lane, thence with the westerly margin of Martha Lane south 25 degrees 29 minutes 57 seconds west 230.08 feet to a P.K. nail in pavement in said right-of-way margin; thence north 48 degrees 44 minutes 10 seconds west 102.23 feet to an existing pipe; thence north 26 degrees 31 minutes 56 seconds east 37.58 feet to an existing pipe; thence north 26 degrees 30 minutes 00 seconds east 199.19 feet to an existing iron pipe in the south right-of-way margin of Old Ashland City Road; thence with said right-of-way margin of Old Ashland City Road south 44 degrees 25 minutes 49 seconds east 100.32 feet to the point of beginning, said herein described tract containing 0.49 +/- acres, further identified as current Tax Map 080F, parcel 17.00

ORDINANCE 12-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF SYD HEDRICK, SYD HEDRICK-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF GREENWOOD AVENUE AND WOODMONT BOULEVARD

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-3 Three Family Residential District, as R-6 Single Family Residential District and R-4 Multiple Family Residential District.

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

R-6 SINGLE FAMILY: Beginning at a 1" pipe, said pin having the coordinates of Northing 796354.69 and Easting of 1572494.93, said pin being the southwestern corner of the Frieda Coleman Minga Property as recorded in Vol. 1724, page 1606 ROMCT, said pipe being N 81° 55' W for a distance of 474.00 from the centerline intersection of Woodmont Boulevard and Greenwood Avenue, said pin also being the northern right of way of Woodmont Boulevard, said pipe also being the southeastern corner of the herein described parcel; Thence, along said Woodmont Boulevard right of way, N 83° 37' 26" W for a distance of 109.90 feet to an iron rod, said rod being the southeastern corner of the Terry Patterson property as described in ORV 1780, page 1220, said rod having the coordinates of Northing 796366.89 and Easting 1572385.72, said rod being the southwestern corner of the herein described parcel; Thence, leaving said Woodmont Boulevard right of way and along said Terry Patterson property, N 04° 48' 58" W for a distance of 92.51 feet to a point, said point being the north west corner of the herein described area; Thence, leaving said Terry Patterson property and along a new zone line, S 83° 14' 40" E for a distance of 110.18 feet to a point along said Frieda Coleman Minga property, said point being the north east corner of the herein described area; Thence, leaving said zone line and along said Frieda Coleman Minga property, S 04° 44' 05" E a distance of 91.74 feet to the point of beginning, said zoning area containing 9,939 Square Feet or 0.23 Acres, more or less.

R-4 MULTIPLE FAMILY: Beginning at an iron pin, said pin having the coordinates of Northing 796563.69 and Easting of 1572477.62, said pin being the northwestern corner of the Frieda Coleman Minga Property as recorded in Vol. 1724, page 1606 ROMCT, said pin being N 60° 28' W for a distance of 559.00 from the centerline intersection of Woodmont Boulevard and Greenwood Avenue, said pin also being the northeastern corner of the herein described parcel; Thence, along said Frieda Coleman Minga property, S 04° 44' 05" E for a distance of 117.98 feet to a point on a line, said point being the south east corner of the herein described area; Thence, leaving said Frieda Coleman Minga property and along a new zone line, N 83° 14' 40" W for a distance of 110.18 feet to a point on a line, said point being the eastern property line of the Terry Patterson property as described in ORV 1780, page 1220, said point being the south west corner of the herein described area; Thence, leaving new zone line and along said Terry Patterson property line, N 04° 48' 58" W for a distance of 115.70 feet to an iron rod, said rod having the coordinates of Northing 796574.36 and Easting 1572368.23, said rod also being the southern right of way of an Alley in the Pettus, Tharpe & Shelton Subdivision as described in Plat Book 1, page 22, said point being the north west corner of the herein described parcel; Thence, with said Alley, S 84° 25' 33" E a distance of 109.91 to the point of beginning, said zoning area containing 12,623 Square Feet or 0.29 Acres, more or less.

ORDINANCE 13-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF MARY DAVIS HOLT, BOBBY POWERS/GREENSPACE PARTNERS-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF ASHLAND CITY ROAD AND AVONDALE DRIVE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-5 Highway & Arterial Commercial District, as R-6 Single Family Residential District and R-2 Single Family Residential District.

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: Scheduled for September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

R-6 SINGLE FAMILY: A tract of land being located in the Twelfth Civil District of Montgomery County, Tennessee, said tract being generally located south of and adjacent to Highway 41-A By-pass, west of and adjacent to Avondale Drive, and north of Cumberland River. Said tract is a portion of the Mary Davis Holt property and is more fully described as follows: Commencing at a point being the northeast corner of the herein described tract, said point being located at the intersection of right-of-way of US 41-A By-pass and Avondale Drive; Thence S 17° 41' 52" W for a distance of 278.64 feet to a point. Thence N 82° 15' 48" W for a distance of 376.62 feet to a point. Thence S 10° 08' 12" W for a distance of 367.06 feet to a point. Thence N 79° 51' 48" W for a distance of 220.81 feet to a point. Thence S 82° 29' 39" W for a distance of 115.00 feet to a point. Thence N 20° 29' 54" W for a distance of 69.70 feet to a point. Thence N 75° 35' 40" W for a distance of 106.12 feet to a point. Thence S 14° 24' 20" W for a distance of 193.16 feet to a point. Thence N 82° 12' 18" W for a distance of 533.79 feet to a point. Thence N 82° 04' 18" W for a distance of 258.85 feet to a point. Thence N 09° 08' 52" E for a distance of 559.03 feet to a point. Thence N 09° 08' 42" E for a distance of 65.62 feet to a point. Thence N 08° 24' 42" E for a distance of 88.06 feet to a point. Thence S 75° 08' 53" E for a distance of 840.33 feet to a point. Thence N 14° 44' 42" E for a distance of 300.84 feet to a point. Thence S 75° 15' 18" E for a distance of 75.02 feet to a point.

Thence S 75° 02' 08" E for a distance of 500.12 feet to a point. Thence N 15° 56' 12" E for a distance of 9.48 feet to a point. Thence S 73° 46' 48" E for a distance of 248.48 feet to a point. Thence on a curve to the right having a radius of 1969.90 feet, arc length of 39.24 feet and whose long chord bears S 27° 42' 51" E for a chord distance of 35.34 feet to the point of beginning. Said property contains 24.72 acres, more or less.

R-2 SINGLE FAMILY: A tract of land being located in the Twelfth Civil District of Montgomery County, Tennessee, said tract being generally located south of and adjacent to Highway 41-A By-pass, west of and adjacent to Avondale Drive, and north of Cumberland River. Said tract is a portion of the Mary Davis Holt property and is more fully described as follows: Commencing at a point being the northeast corner of the herein described tract, said point being located S42° 12' 28" W for a distance of 777.74 feet from the intersection of right-of-way of US 41-A By-pass and Avondale Drive; Thence S 10° 08' 12" W for a distance of 89.34 feet to a point. Thence S 08° 49' 02" W for a distance of 50.36 feet to a point. Thence N 82° 12' 18" W for a distance of 487.68 feet to a point. Thence N 14° 24' 20" E for a distance of 193.16 feet to a point. Thence S 75° 35' 40" E for a distance of 106.12 feet to a point. Thence S 20° 29' 54" E for a distance of 69.70 feet to a point. Thence N 82° 29' 39" E for a distance of 115.00 feet to a point. Thence S 79° 51' 48" E for a distance of 220.81 feet to the point of beginning. Said property contains 1.67 acres, more or less.

ORDINANCE 14-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF MARY DAVIS HOLT, BOBBY POWERS/GREENSPACE PARTNERS-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF ASHLAND CITY ROAD AND AVONDALE DRIVE

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

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

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

A tract of land being located in the Twelfth Civil District of Montgomery County, Tennessee, said tract being generally located NORTH of and adjacent to Highway 41-A By-pass, west of Avondale Drive, and east of Cumberland Drive. Said tract is a portion of the Mary Davis Holt property and is more fully described as follows: Commencing at a point being the southeast corner of the herein described tract, said point being located N 61° 55' 30" W for a distance of 793.06 feet from the intersection of right-of-way of US 41-A By-pass and Avondale Drive; Thence N 75° 01' 12" W for a distance of 377.05 feet to a point. Thence N 14° 58' 48" E for a distance of 275.78 feet to a point. Thence N 84° 31' 35" E for a distance of 122.01 feet to a point. Thence S 77° 48' 04" E for a distance of 233.56 feet to a point. Thence on a curve to the left having a radius of 170.01 feet, arc length of 85.76 feet and whose long chord bears S 11° 22' 42" E for a chord distance of 84.85 feet to a point. Thence S 16° 50' 14" W for a distance of 253.85 feet to the point of beginning. Said property contains 2.73 acres, more or less.

ORDINANCE 15-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF LUKE BAGGETT, SYD HEDRICK-AGENT, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF SEVEN MILE FERRY ROAD AND EDMONDSON FERRY ROAD

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned C-2 General Commercial District and R-1 Single Family Residential District, as R-6 Single Family Residential District.

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: Scheduled for September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

Beginning at a point, said point being 58 +/- feet south of the centerline of the Greenwood Ave, & Edmondson Ferry Rd. & Seven Mile Ferry Rd. N., said point being the northern point of the herein described tract, thence in a southeasterly direction 182 +/- feet with the western ROW margin of Seven Mile Ferry Rd. N. to a point, said point being the northwest corner of the Rufus Taylor property, thence in a southerly direction 129 +/- feet with the western boundary of the Rufus Taylor property to a point, said point being the northeast corner of the James Edward Trotter property, thence in a northwesterly direction 137 +/- feet with the northern boundary of the James Edward Trotter property to a point, said point being in the eastern ROW margin of Edmondson Ferry Rd., thence in a northerly direction 235 +/- feet with the eastern ROW margin of Edmondson Ferry Rd. to the point of beginning, said herein described tract containing 0.51 +/- acre

ORDINANCE 16-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF RIVER CHASE MARINE TERMINAL, LLC, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF ASHLAND CITY ROAD AND BEACON DRIVE

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

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

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: Scheduled for September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

Commencing at a point being the northeast corner of the herein described tract, said point being located South 84 degrees 49 minutes 12 seconds West for a distance of 770.51 feet, more or less, from the centerline intersection of US Highway 41-A By-pass and Beacon Drive; Thence S 01° 18' 19" W for a distance of 150.00 feet to a point. Thence S 01° 05' 11" E for a distance of 251.00 feet to a point. Thence N 60° 28' 21" E for a distance of 94.12 feet to a point. Thence N 47° 16' 14" E for a distance of 44.77 feet to a point. Thence N 63° 20' 14" E for a distance of 183.30 feet to a point. Thence N 06° 45' 14" E for a distance of 48.47 feet to a point. Thence N 64° 36' 14" E for a distance of 103.05 feet to a point. Thence S 66° 44' 47" E for a distance of 61.27 feet to a point. Thence S 41° 49' 28" E for a distance of 36.48 feet to a point. Thence S 19° 51' 27" E for a distance of 150.00 feet to a point. Thence S 19° 51' 28" E for a distance of 418.71 feet to a point. Thence on a curve to the left through an angle of 23° 21' 45", having a radius of 1475.00 feet, and whose long chord bears S 31° 24' 45" E for a chord distance of 588.38 feet to a point. Thence S 42° 52' 02" E for a distance of 159.07 feet to a point. Thence S 42° 49' 42" E for a distance of 140.95 feet to a point. Thence S 00° 57' 50" E for a distance of 111.86 feet to a point. Thence S 42° 30' 19" E for a distance of 215.50 feet to a point. Thence N 47° 50' 17" E for a distance of 125.55 feet to a point. Thence S 42° 49' 42" E for a distance of 62.31 feet to a point. Thence S 57° 32' 17" W for a distance of 626.81 feet to a point. Thence N 69° 27' 43" W for a distance of 528.19 feet to a point. Thence N 51° 44' 19" W for a distance of 270.95 feet to a point. Thence N 38° 07' 30" W for a distance of 283.10 feet to a point. Thence N 21° 39' 13" W for a distance of 939.20 feet to a point. Thence N 73° 54' 21" E for a distance of 103.22 feet to a point. Thence N 26° 11' 21" E for a distance of 54.81 feet to a point. Thence N 41° 19' 14" E for a distance of 75.46 feet to a point. Thence N 57° 05' 14" E for a distance of 104.99 feet to a point. Thence S 89° 35' 23" E for a distance of 34.11 feet to a point. Thence N 01° 05' 11" W for a distance of 419.60 feet to a point. Thence N 88° 54' 49" E for a distance of 61.00 feet to the point of beginning. Said property contains 40.18 acres, more or less

ORDINANCE 17-2020-21

AMENDING THE ZONING ORDINANCE AND MAP OF THE CITY OF CLARKSVILLE, APPLICATION OF RE4E HOLDINGS, LLC, FOR ZONE CHANGE ON PROPERTY LOCATED AT THE INTERSECTION OF LAFAYETTE ROAD AND LILLIE BELLE LANE

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

That the Zoning Ordinance and Map of the City of Clarksville, Tennessee are hereby amended by designating the zone classification of the property described in Exhibit A, currently zoned R-1 Single Family Residential District to R-6 Single Family Residential District.

PUBLIC HEARING: August 6, 2020
FIRST READING: August 6, 2020
SECOND READING: Scheduled for September 3, 2020
EFFECTIVE DATE:

EXHIBIT A

Beginning an iron pin (old), said pin being the eastern property line of the Louise Heights Subdivision as recorded in Plat Book 11, page 93 ROMCT, said point also being the southern right of way of Lafayette Road, said pin being S 28° 22' W for a distance of 117 feet from the centerline intersection of Lillie Belle Lane and Lafayette Road, said point also being the northwestern corner of the herein described parcel; Thence, with said Lafayette Road right of way, S 38° 52' 24" E for a distance of 374.89 feet to a point, said point being the western property line of the Northwest Estates subdivision as described in Plat Book 12, page 151, said point also being the north east corner of the herein described parcel; Thence, leaving said Lafayette road and along said Northwest Estates Subdivision, S 08° 35' 06" W for a distance of 137.45 feet to a point, said point being the southeastern corner of the herein described parcel; Thence, leaving said Northwest Estates subdivision and along a new zone line, N 50° 57' 13" W for a distance of 106.89 feet to a point; Thence, continuing along said zone line, N 88° 27' 18" W for a distance of 168.21 feet to a point; said point being the eastern property line of the said Louise Heights subdivision, said point also being the southwestern corner of the herein described parcel; Thence, leaving said zone line and along said Louise Heights subdivision, N 00° 49' 32" W for a distance of 175.08 feet to a point; Thence, continuing along Louise Heights Subdivision, N 12° 11' 21" E for a distance of 184.89 feet to the point of beginning, said parcel containing 63,138 Square Feet or 1.45 Acres, more or less.

RESOLUTION 19-2020-21

A RESOLUTION APPROVING APPOINTMENTS TO THE PARKING COMMISSION

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

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

Clarksville Housing Authority: Trina Hill - September 2020 through September 2022;
Dr. Gregory Stallworth - October 2020 through September 2025

Parking Commission: Andrea Herrera - September 2020 - August 2022

ADOPTED:



**CLARKSVILLE CITY COUNCIL
REGULAR SESSION
AUGUST 6, 2020**

MINUTES

PUBLIC COMMENTS:

Jesse Reynolds encouraged the City Council to support the proposed short term rental ordinance (ORDINANCE 1-2020-21). Susan Reynolds had requested to speak, but was not present.

CALL TO ORDER

The regular session of the Clarksville City Council was called to order by Mayor Joe Pitts on Thursday, August 6, 2020, at 7:00 p.m. in City Council Chambers.

A prayer was offered by Councilman Ron Erb; the Pledge of Allegiance was led by Councilman Jeff Henley.

ATTENDANCE

IN PERSON: Richard Garrett (Ward 1), Vondell Richmond (Ward 2), Ron Erb (Ward 3), Tim Chandler (Ward 4), Valerie Guzman (Ward 5), Travis Holleman (Ward 7), David Allen, Mayor Pro Tem (Ward 8), Jeff Henley (Ward 9), Stacey Streetman (Ward 10), Gary Norris (Ward 11), Jeff Burkhart (Ward 12)

VIA GOOGLE MEETS: Wanda Smith (Ward 6)

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, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak.”

Councillady Smith made a motion to authorize this meeting to be held by electronic means. The motion was seconded by Councilman Garrett. The following vote was recorded:

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

The motion to authorize the electronic meeting unanimously passed.

TENNESSEE TRIUMPH STATUE

Mayor Pitts invited the public to the unveiling of the Tennessee Triumph statue on Public Square on August 15th commemorating the 100th anniversary of ratification of the 19th Amendment giving women the right to vote. He, jointly with Montgomery County Mayor Jim Durrett, proclaimed August 18, 2020, as “Tennessee Women's Suffrage Centennial Day” in Clarksville and Montgomery County.

ZONING POSTPONED

ORDINANCE 5-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Wm. Hoosier, Todd Morris-Agent, for zone change on property located at the terminus of Prewitt Lane from AG Agricultural District to R-1 Single Family Residential District

The public hearing for this application was held during the July 2, 2020 regular session and action was postponed to this meeting. The recommendations of the Regional Planning Staff and Commission were for approval. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Norris. Councilman Norris said the developer had agreed to make improvements to Prewitt Road and noted the site review process would satisfy traffic concerns. Councilman Chandler said 115 homes would definitely increase traffic in the immediate area. The following vote was recorded:

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

NAY: Chandler, Erb

The motion to adopt this ordinance on first reading passed.

ZONING PUBLIC HEARING

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

ORDINANCE 9-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Carol Stevens, Derrick Stevens-Agent, for zone change on property located at the southern terminus of West Thompkins Lane from R-1 Single Family Residential District to R-3 Three Family Residential District

There were no requests to speak in support of or in opposition to this application.

ORDINANCE 10-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Faith Investments % Chris Blackwell for zone change on property located at the intersection of North Whitfield Road and Needmore Road from AG Agricultural District to R-4 Multiple Family Residential District

There were no requests to speak in support of or in opposition to this application.

ORDINANCE 11-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Joe Roberts, Cal McKay/Burchett & Company-Agent, for zone change on property located at the intersection of Old Ashland City Road and Martha Lane from R-3 Three Family Residential District to R-6 Single Family District

Bryce Powers said the existing single family home on the property previously destroyed by flooding would be demolished to allow for construction of six or seven new homes, thus retaining the single family use along the roadway.

There were no requests to speak in opposition to this application.

ORDINANCE 12-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Syd Hedrick, Syd Hedrick-Agent, for zone change on property located at the intersection of Greenwood Avenue and Woodmont Boulevard from R-3 Three Family Residential District to R-6 Single Family Residential District and R-4 Multiple Family Residential District

Syd Hedrick said this split zoning would allow a single family development along the road frontage and a multiple family development on the rear of the property. He said both would provide affordable housing for the area.

There were no requests to speak in opposition to this application.

ORDINANCE 13-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mary Davis Holt, Bobby Powers/Greenspace Partners-Agent, for zone change on property located at the intersection of Ashland City Road and Avondale Drive from C-5 Highway & Arterial Commercial District to R-6 Single Family Residential District and R-2 Single Family Residential District

Bryce Powers said the applicant was requesting residential zoning to compliment the current development across from this property and noted a newly constructed turn lane would assist in traffic control for this 76-lot development.

There were no requests to speak in opposition to this application.

ORDINANCE 14-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Mary Davis Holt, Bobby Powers/Greenspace Partners-Agent, for zone change on property located at the intersection of Ashland City Road and Avondale Drive from R-1 Single Family Residential District to C-2 General Commercial District

Bryce Powers said this rezoning would extend the existing commercial zones on the 41-A Bypass and said the developer would be working around severe topography.

There were no requests to speak in opposition to this application.

ORDINANCE 15-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Luke Baggett, Syd Hedrick-Agent, for zone change on property located at the intersection of Seven Mile Ferry Road and Edmondson Ferry Road from C-2 General Commercial District and R-1 Single Family Residential District to R-6 Single Family Residential District

Syd Hedrick said the residential zones would allow six or seven lots for homes priced from \$175,000 to \$185,000.

There were no requests to speak in opposition to this application.

ORDINANCE 16-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of River Chase Marine Terminal, LLC for zone change on property located at the intersection of Ashland City Road and Beacon Drive from R-4 Multiple Family Residential District to R-2A Single Family Residential District

There were no requests to speak in support of or in opposition to this application.

ORDINANCE 17-2020-21 (First Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Re4e Holdings, LLC, for zone change on property located at the intersection of Lafayette Road and Lillie Belle Lane from R-1 Single Family Residential District to R-6 Single Family Residential District

Syd Hedrick said the R-6 zone classification is the best use for this property which is appropriate for infill development. Eric Yow said three single family affordable homes would be constructed on the 4.6 acres along the road frontage.

There were no requests to speak in opposition to this application.

Councilman Garrett made a motion to revert to regular session. The motion was seconded by Councilman Richmond. There was no objection.

ADOPTION OF ZONING

The recommendation of the Regional Planning Staff and Commission were for approval of **ORDINANCE 9-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. Councilman Chandler said the City is responsible for the condition of West Thompkins Lane. Councilman Richmond noted the applicant had proposed to construct a turn-around as requested by Clarksville Fire Rescue. Councilman Garrett said the owner of this property also owns adjoining properties. The following vote was recorded:

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

NAY: Guzman, Holleman

The motion to adopt this ordinance on first reading passed.

The recommendations of the Regional Planning Staff and Commission were for disapproval of **ORDINANCE 10-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. Councilman Allen said the sign indicating the upcoming rezoning was not fully visible because of high grass and made a motion to postpone action to the next regular session to allow surrounding property owners to be made aware of the potential change. The motion was seconded by Councilman Garrett. The following vote was recorded:

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

The motion to postpone action on this ordinance to the next regular session [September 3, 2020] unanimously passed.

The recommendation of the Regional Planning Staff was for disapproval of **ORDINANCE 11-2020-21**; the recommendation of the Regional Planning Commission was for approval. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Holleman. The following vote was recorded:

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

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

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 12-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. The following vote was recorded:

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

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

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 13-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Holleman. The following vote was recorded:

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

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

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 14-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Richmond. The following vote was recorded:

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

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

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 15-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Holleman. The following vote was recorded:

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

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

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 16-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Henley. The following vote was recorded:

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

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

The recommendations of the Regional Planning Staff and Commission were for approval of **ORDINANCE 17-2020-21**. Councilman Garrett made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Richmond. Councilman Chandler felt this area was already overdeveloped and said he could not support adding traffic to Lafayette Road. Councilman Garrett said this was a good opportunity for infill development and noted statistics showed a decrease of traffic on Lafayette Road over the past five years. Councilman Burkhart said construction of only three homes would not adversely affect the Lafayette Road traffic. The following vote was recorded:

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

NAY: Chandler

The motion to adopt this ordinance on first reading passed.

LAND REGULATION ADVISORY COMMISSION

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

The recommendation of the Finance Committee was for approval. Councilman Garrett made a motion to adopt this resolution. The motion was seconded by Councilman Henley. The following vote was recorded:

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

The motion to adopt this resolution unanimously passed.

CONSENT AGENDA *City Clerk*

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

1. **ORDINANCE 2-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Tupeno Partnership for zone change on property located at the intersection of Martin Luther King, Jr. Parkway, Old Farmers Road, and Wesson Drive, from R-1 Single Family Residential District to R-2 Single Family Residential District
2. **ORDINANCE 3-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Hayes Property of Clarksville, LP, Daniel Chambers (Quiktrip Corporation)-Agent, for zone change on property located at the intersection of Interstate 24 and Rossvie Road (SR237) from AG Agricultural District and R-1 Single Family Residential District to C-4 Highway Interchange District
3. **ORDINANCE 4-2020-21** (Second Reading) Amending the Zoning Ordinance and Map of the City of Clarksville, application of Chris Blackwell for zone change on property at the intersection of Edmondson Ferry Road and Edmondson Ferry Court from R-2 Single Family Residential District to R-6 Single Family District
4. **RESOLUTION 14-2020-21** Approving a Certificate of Compliance for retail liquor sales for Bill's Package Store (1651 Fort Campbell Boulevard)
5. **RESOLUTION 15-2020-21** Approving appointments to the Human Relations Commission, Land Regulation Advisory Committee, and Parking Commission
 - *Human Relations Commission: Pastor Jose Ramon Vazquez - August 2020 through June 2023*
 - *Land Regulation Advisory Committee: Councilman Richard Garrett, Council Lady Wanda Smith - September 2020-August 2022*
 - *Parking Commission: Ryan Bowie - September 2020 through August 2022*
6. Adoption of Minutes: July 2, July 7

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

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

The motion to adopt the Consent Agenda as presented unanimously passed.

FINANCE COMMITTEE *Chairman Jeff Burkhart*

ORDINANCE 1-2020-21 (First Reading; Postponed July 2) Amending the Official Code to establish regulations pertaining to short term rentals

The recommendation of the Finance Committee was for approval; there was no recommendation from the Public Safety Committee. Councilman Burkhart made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Chandler.

Councilwoman Streetman said she proposed these regulations to provide safety for area residents and tenants. Councilwoman Streetman made a motion [Streetman Amendment #1] to delete Section 5-304(a)(3) in its entirety and by substituting instead the following:

- (3) *Local Contact Person(s). A person or persons designated by the Owner who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (i) being able to respond, as necessary, within forty-five (45) minutes of notification of a complaint regarding the condition, operation, or conduct of occupants of the Short-Term Rental Unit, and (ii) taking remedial action necessary to resolve any such complaints. The Local Contact Person(s) may be the Owner or an Owner's agent. If not the Owner, the full legal name, residential street and mailing addresses, the e-mail address, and the telephone number of the Local Contact Person(s) shall be provided.*

The motion was seconded by Councilman Richmond. Councilman Garrett said this could make owners more liable if they cannot be located. Councilman Chandler said owners should assume responsibility to answer any calls or complaints. Councilman Allen felt requiring owners to respond within 45 minutes of a call was an example of government overreach. Councilman Burkhart did not support requiring a physical response. Councilman Richmond said national management companies already have established processes for complaint responses. Councilman Henley called for the question. The question was seconded by Councilman Chandler. The following vote was recorded:

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

NAY: Allen

The motion to cease discussion on Streetman Amendment #1 passed. The following vote on the amendment was recorded:

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

NAY: Allen, Richmond, Smith

The motion to adopt Streetman Amendment #1, amending Section 5-304(s)(3), passed.

Council Lady Streetman made a motion [Streetman Amendment #2] to amend this ordinance by deleting Section 5-311(h), relative to large gatherings, in its entirety and by substituting instead "Reserved." The motion was seconded by Councilman Holleman. The following vote was recorded:

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

NAY: Allen

The motion to adopt Streetman Amendment #2, deleting Section 5-311(h), passed.

Council Lady Streetman made a motion [Streetman Amendment #3] to amend this ordinance by deleting Section 5-311(k), relative to contact information, in its entirety. The motion was seconded by Councilman Erb. In response to Council Lady Guzman's question, Sgt. Chuck Gill said identifying a short term rental on calls would be subject to Emergency Management noting it would require the information to be entered into the CAD system. Councilman Burkhart, Councilman Chandler, and Councilman Allen objected to posting the contact information on the outside of the property. The following vote was recorded:

AYE: Streetman, Pitts

NAY: Allen, Burkhart, Chandler, Erb, Garrett, Guzman, Henley, Holleman, Norris, Richmond, Smith

The motion to adopt Streetman Amendment #3, amending Section 5-311(k), failed.

Councilman Garrett made a motion [Garrett Amendment #7] to amend this ordinance by deleting Section 5-311(k), relative to contact information, in its entirety and substituting instead "Reserved." The motion was seconded by Councilman Richmond. Councilman Garrett said this requirement violates an owner's right to confidentiality. Councilman Henley agreed that posting of contact information should be only on the inside of the home. The following vote was recorded:

AYE: Allen, Garrett, Guzman, Holleman, Pitts, Richmond, Smith

NAY: Burkhart, Chandler, Erb, Henley, Norris, Streetman

The motion to adopt Garrett Amendment #7, deleting Section 5-311(k), passed.

Councilman Garrett made a motion [Garrett Amendment #6] to amend this ordinance by deleting Section 5-311(i), relative to signage, in its entirety and substituting instead "Reserved." The motion was seconded by Councilman

Henley. Councilman Chandler, Councilman Streetman, and Councilman Burkhart felt the signs may not comply with the current sign ordinance and might contradict posting of signage on the outside of the property. Councilman Burkhart felt the Board of Zoning Appeals should approve these signs. The following vote was recorded:

AYE: Allen, Erb, Garrett, Henley, Holleman, Norris, Richmond, Smith

NAY: Burkhart, Chandler, Guzman, Pitts, Streetman

The motion to adopt Garrett Amendment #6, deleting Section 5-311(l), passed.

RECESS. The Council recessed at 9:03 p.m. and reconvened at 9:10 p.m.

Councilman Garrett made a motion [Garrett Amendment #5] to amend **ORDINANCE 1-2020-21** by deleting Section 5-311(j), relative to preparation of food, in its entirety and substituting instead "Reserved." The motion was seconded by Councilman Holleman. Councilman Garrett felt providing food should not be prohibited. Councilman Allen said this section, as proposed, would allow a non-owner to provide food in the short term rental. The following vote was recorded:

AYE: Allen, Garrett, Henley, Holleman, Richmond, Smith

NAY: Burkhart, Chandler, Erb, Guzman, Norris, Pitts, Streetman

The motion to adopt Garrett Amendment #5, deleting Section 5-311(j), failed.

Councilman Garrett made a motion [Garrett Amendment #3] to amend this ordinance by deleting Section 5-311(f), relative to business and commercial uses, in its entirety and substituting instead "Reserved." The motion was seconded by Councilman Richmond. Councilman Chandler and Councilman Norris felt commercial uses of short term rental properties should be approved by the Board of Zoning Appeals. Councilman Garrett and Councilman Richmond said tenants should be allowed to conduct certain business activities on a short-term basis. Councilman Allen said grandfathered short term rental properties would have an advantage over newly permitted properties in this respect. City Attorney Lance Baker noted that zoning laws apply only to property owners and said this section would prohibit a tenant from conducting business. Councilman Richmond expressed concern about enforcement of this section. Councilman Chandler called for the question. The question was seconded by Councilman Henley. The following vote was recorded:

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

NAY: Garrett

The motion to cease discussion on Garrett Amendment #3 passed. The following vote on the amendment was recorded:

AYE: Allen, Garrett, Richmond, Smith

NAY: Burkhart, Chandler, Erb, Guzman, Henley, Holleman, Norris, Pitts, Streetman

The motion to adopt Garrett Amendment #3, deleting Section 5-311(f), failed.

Councilman Garrett made a motion [Garrett Amendment #2] to amend this ordinance by deleting Section 5-304(a)(7), relative to a notice to surrounding property owners, in its entirety and substituting instead "Reserved." The motion was seconded by Councilman Richmond. Councilwoman Streetman said surrounding property owners should be informed of nearby short term rental operations. The following vote was recorded:

AYE: Allen, Burkhart, Garrett, Guzman, Henley, Holleman, Richmond, Smith

NAY: Chandler, Erb, Norris, Pitts, Streetman

The motion to adopt Garrett Amendment #2, deleting Section 5-304(a), passed.

Councilman Garrett made a motion [Garrett Amendment #1] to amend this ordinance by deleting Section 5-304(a)(3), relative to local contact person information, in its entirety and substituting instead "Reserved." The motion was seconded by Councilman Richmond. Councilman Garrett said a local contact person may not be able to respond and some landlords may not be able to afford a 24-hour designated contact person. Councilwoman Streetman said the landlord can be designated as the contact person. Councilwoman Guzman called for the question. The question was seconded by Councilman Henley. The following vote was recorded:

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

The motion to cease discussion on Garrett Amendment #1 unanimously passed. The following vote on the amendment was recorded:

AYE: Allen, Garrett, Holleman, Smith

NAY: Burkhart, Chandler, Erb, Guzman, Henley, Norris, Pitts, Richmond, Streetman

The motion to adopt Garrett Amendment #1, deleting Section 5-304(a)(3), failed.

Councillady Streetman made a motion to amend Streetman Amendment #2, previously adopted to delete Section 5-311(h), by adding “Reserved.” The motion was seconded by Councilman Chandler. The following vote was recorded:

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

The motion to amend Streetman Amendment #2, adding “Reserved,” unanimously passed.

Councillady Streetman made a motion [Streetman Amendment #3.1] to amend Section 5-311(k), relative to posting of contact information and previously amended [see Garrett Amendment #7], by deleting “Reserved,” and substituting instead the following language:

(k) Contact Information Shall Be Posted. The name and telephone number of the Local Contact Person(s) shall be conspicuously posted within the Short-Term Rental Unit.

The motion was seconded by Councilman Henley. The following vote was recorded:

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

NAY: Garrett

The motion to adopt Streetman Amendment #3.1, amending Section 5-311(k), passed.

Councilman Allen felt the short term rental ordinance would not eliminate issues created by tenants and noted these regulations would not apply to properties grandfathered. He felt the City should encourage small business development without far-reaching government rules.

Councilman Chandler called for the question on the main motion. The question was seconded by Councilman Henley. The following vote was recorded:

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

NAY: Streetman

The motion to cease discussion on this ordinance passed. The following vote on the main motion as amended was recorded:

AYE: Burkhart, Chandler, Erb, Guzman, Henley, Holleman, Norris, Pitts, Streetman

NAY: Allen, Garrett, Richmond, Smith

The motion to adopt this ordinance on first reading passed.

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

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

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

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

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

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

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

The motion to adopt this resolution unanimously passed.

MONTGOMERY COUNTY ELECTION ANNOUNCEMENT

Councilwoman Streetman announced that Jeff Bryant, Street Department Engineer, had just been declared the winner of the election for Montgomery County Highway Supervisor.

GAS & WATER COMMITTEE *Chairwoman Valerie Guzman*

ORDINANCE 6-2020-21 (First Reading) Authorizing extension of utility services to 1551 Woodlawn Road; request of Patricia Murphy

There was no recommendation from the Gas & Water Department. Councilwoman Guzman made a motion to adopt this ordinance on first reading. The motion was seconded by Councilman Burkhart. The following vote was recorded:

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

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

Due to the late hour, Council lady Guzman did not report any details, but said the department had a good activity report.

HOUSING & COMMUNITY DEVELOPMENT COMMITTEE *Chairman David Allen*

Councilman Allen welcomed Dennis Newburn as the Director of Housing & Community Development.

Councilman Allen said the 2020-24 Consolidated Plan and the Substantial Amendment to the 2019-20 Action Plan, including CARES Act funding, was recently submitted to Housing & Urban Development for approval.

PARKS & RECREATION COMMITTEE *Chair lady Valerie Guzman*

Council lady Guzman said the committee would hold a virtual meeting on August 10th and encouraged the public to visit the department's website for upcoming events.

PUBLIC SAFETY COMMITTEE *Chairman Jeff Henley*

Councilman Henley said the Building & Codes Department recently issued a record 133 single family permits, well above the average of 80 per month. He thanked the Clarksville Police Department and Fire Rescue for their service.

STREETS & GARAGE COMMITTEE *Chairman Tim Chandler*

RESOLUTION 13-2020-21 Expressing the sense of the City Council pertaining to a prohibition through traffic regulation, lighting, and/or signage to prevent tractor trailer trucks from turning right from Riverside Drive onto College Street

The recommendation of the Street Committee was for approval. Councilman Chandler made a motion to adopt this resolution. The motion was seconded by Councilman Henley. The following vote was recorded:

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

The motion to adopt this resolution unanimously passed.

Councilman Chandler said city-wide paving was underway and the St. Bethlehem sidewalk project was nearing completion. He said Garage expenses were running about \$40,000 less per month due to the price of gasoline.

DESIGNATIONS COMMITTEE *Chairman Tim Chandler*

RESOLUTION 17-2020-21 Approving the honorary designation of Walker Street as "Sharroniese L. Horton Memorial Drive"

The recommendation of the Designations Committee was for approval. Councillady Smith made a motion to adopt this resolution. The motion was seconded by Councilman Richmond.

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

The motion to adopt this resolution unanimously passed.

NEW BUSINESS

FIREWORKS

ORDINANCE 8-2020-21 (First Reading) Amending the Official Code relative to fireworks

Councillady Smith made a motion to adopt this ordinance on first reading. The Motion was seconded by Councilman Allen. Councillady Smith said the number of calls to 911 related to fireworks between May 15 and July 11 doubled over 2019. She said this ordinance prohibits fireworks being thrown from vehicles. Councilman Chandler said existing state laws relative to explosion of fireworks should be enforced. The following vote was recorded:

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

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

ROBINSON V. CITY

RESOLUTION 18-2020-21 Approving settlement of the Robinsons and/or Franklin Street Corporation v. City State Court and Federal Court Lawsuits (Postponed July 2)

Councilman Allen made a motion to adopt this resolution. The motion was seconded by Councilman Holleman.

Regarding a verbal accusation of a possible violation of the Tennessee Sunshine Law, Councilman Allen stated his recent conversations with Councilman Erb and Councilman Chandler were of a personal nature, and although the Robinson case was mentioned with regard to the cost to taxpayers, how each intended to vote was not discussed. Mayor Pitts said statements made by these members to the city attorney were of a different nature than what Councilman Allen stated. Councilman Chandler called for a point of order. Mayor Pitts ruled that a motion had been made and seconded to adopt this resolution, but Councilman Allen was offering his statements in an effort to cure any violation of the Sunshine Law. Councilman Allen said he had asked for the law regarding curing a violation, but had not received it. Mayor Pitts said the issue of conversations between members

regarding the proposed short term rental ordinance, as mentioned by Councilman Allen, would be addressed at another time.

Councilman Allen said the taxpayers need to be considered with regard to expenses related to the Robinson v. City case and said the City should no longer spend taxpayer's money to challenge the Court's previous award to the Robinsons of \$800,000. Councilman Norris called for the question. The question was seconded by Councilman Burkhart. The following vote was recorded:

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

The motion to cease discussion unanimously passed. The following vote on the main motion was recorded:

AYE: Allen, Garrett, Holleman, Richmond, Smith

NAY: Burkhart, Chandler, Erb, Guzman, Henley, Norris, Pitts, Streetman

The motion to adopt this resolution failed.

MAYOR AND COUNCIL MEMBER COMMENTS

Due to the late hour, there were no additional comments.

ADJOURNMENT

The meeting was adjourned at 11:20 p.m.

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.

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- (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 Merkersen, 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;

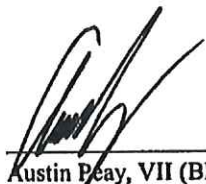
That the Clerk shall order the Trustee to distribute the proceeds of each sale as follows:

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

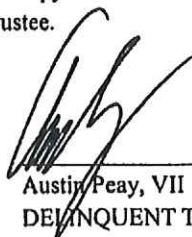
Date: Oct. 20, 2003



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

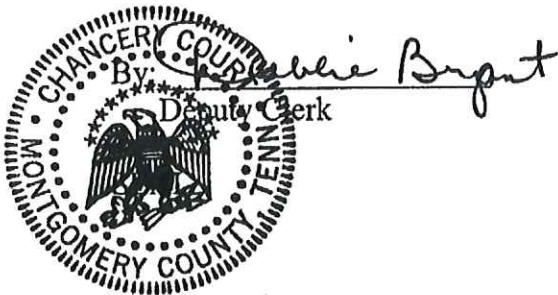


EXHIBIT B

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
LHB

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
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) 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	
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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 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 **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.

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, proceeds from the sale shall be used to pay any balance of delinquent property taxes due to Montgomery County or the City of Clarksville.

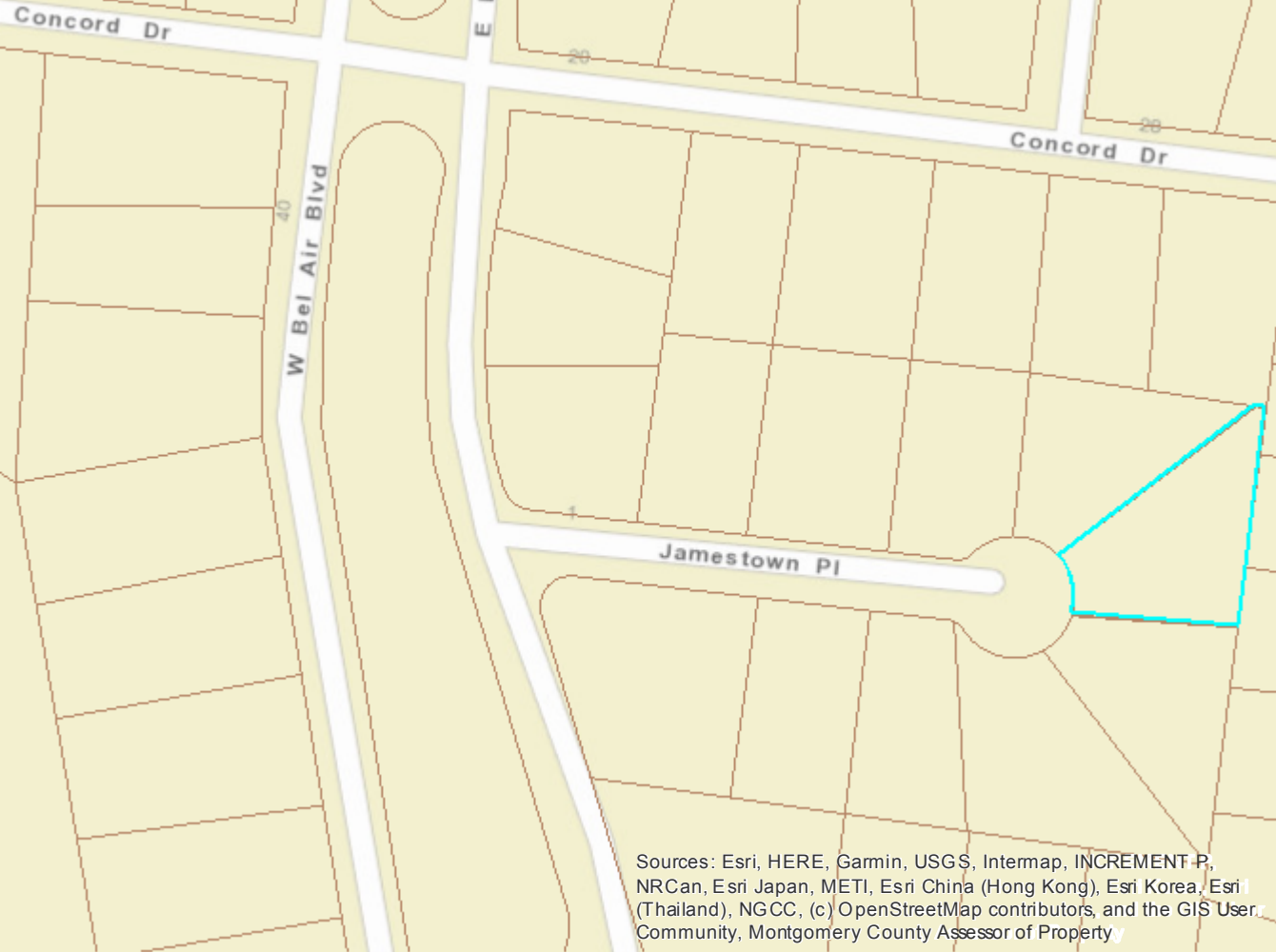
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:

That the Clarksville City Council hereby authorizes sale of property known as 10 Jamestown Place to Habitat for Humanity of Montgomery County, Tennessee, Inc. for ten thousand (\$10,000.00) dollars.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Montgomery County Assessor of Property

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: _____

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 18-2020-21

AN ORDINANCE AUTHORIZING EXTENSION OF CITY OF CLARKSVILLE UTILITY SERVICES OUTSIDE THE CLARKSVILLE CITY LIMITS FOR PROPERTY LOCATED ON GARRETTSBURG; REQUEST OF VERNON WEAKLEY

WHEREAS, proper application has been made by Vernon Weakley, P.E. for extensions of City utility service to property located at Cmap 029, Parcels 10.00 & 65.00 with the property address of Garrettsburg Road outside the corporate boundary of the City, said property and the extension of service thereto, which is more particularly described in Exhibit A attached hereto and incorporated herein; and

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

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

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

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

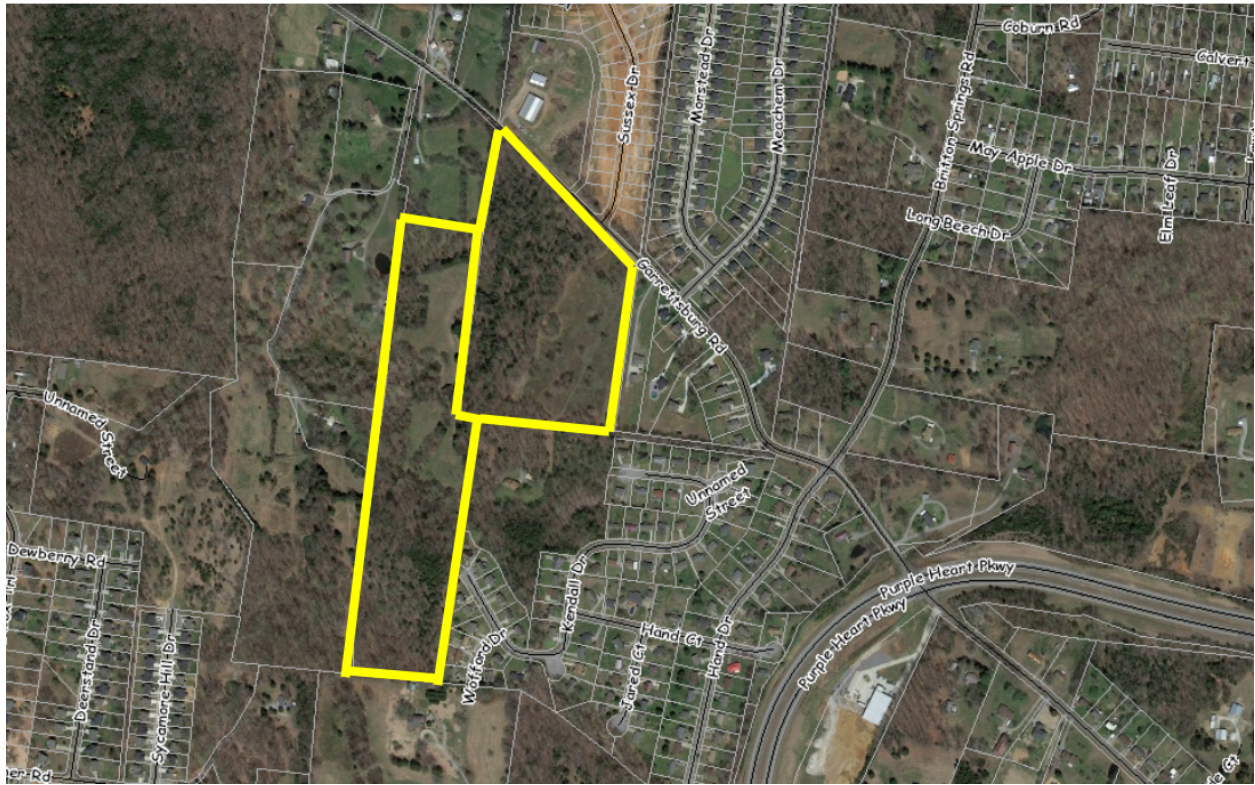
That the City of Clarksville Gas, Water and Sewer Department is hereby authorized to extend utility service to property located at Cmap 029, Parcels 10.00 & 65.00 with the property address of Garrettsburg Road outside the City corporate limits as described in Exhibit A attached hereto and incorporated herein and subject to and in accordance with the provisions of the City Code and Ordinance 37-2009-10.

FIRST READING:

SECOND READING:

EFFECTIVE DATE

EXHIBIT A



ORDINANCE 22-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, PART II (CODE OF ORDINANCES), TITLE 14 (BUILDING, UTILITY, AND HOUSING CODES), CHAPTER 6 (PROPERTY MAINTENANCE CODE), SECTION 4-603. MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES, REGARDING STORAGE OF INOPERABLE VEHICLES ON COMMERCIAL ZONED PROPERTY

WHEREAS, the City Council finds that long term storage of inoperable vehicles on commercially zoned properties can create a nuisance, is attractive to criminal elements, and creates an unsightly appearance without proper fencing or screening; and

WHEREAS, the City Council finds it to be in the best interest of the City and public safety, health, and welfare to adopt fencing and / or screening requirements with regard to commercially zoned properties where inoperable vehicles are stored.

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

(1) That **Title 14 (Building, Utility, And Housing Codes), Chapter 6 (Property Maintenance Code), Section 4-603. Minimum Standards For Basic Equipment And Facilities, sub-section (g) *Sanitation requirements*, Sub-sub-section (4) *Care of premises***, is hereby deleted in its entirety, and a new sub-sub-section (4) is substituted therefore as follows:

Title 14 (Building, Utility, And Housing Codes)

Chapter 6 (Property Maintenance Code)

Section 4-603. Minimum Standards For Basic Equipment And Facilities

Sub-section (g) *Sanitation requirements*

Sub-sub-section (4) *Care of premises*

- i. It shall be unlawful for the owner or occupant of a residential / nonresidential building, structure, or premises to utilize the property for open storage of any inoperable motor vehicle, ice box, refrigerator, stove, glass, building material(s), building rubbish or similar items. ~~It shall be the duty and responsibility of~~ Every owner or occupant ~~to shall~~ keep the premises of such property clean and ~~to shall~~ remove from the premises all such ~~abandoned~~ items as listed above, including but not limited to weeds, dead trees, trash, garbage, etc., upon notice from the housing official. ~~The provisions of this section shall not apply to prohibit any activity lawfully permitted by zoning regulations applicable to a parcel of property.~~

ii. In commercially zoned properties, to include Automotive Repair Facilities, such inoperable vehicles shall not be stored on the lot for more than ninety (90) days: All unclaimed vehicles will be granted additional storage time with applicable documentation from the state, and the owner or operator of the facility shall maintain a register listing the owner of each vehicle, date of arrival and date of departure, and description (year, make, VIN). The register shall at all times be kept open for the inspection and examination by authorized persons such as police, insurance investigators, and city officials. The storage and parking lot for all such vehicles shall be screened from off-site view by placement in an enclosed building or behind a wall or fence at least six (6) feet in height. Any chain link fence used to satisfy the requirements of this subsection shall contain slats of at least one-fourth ($\frac{1}{4}$) inch thick, which shall be installed over no less than two-thirds ($\frac{2}{3}$) of the surface area of the fence. Slat shall be made of plastic, vinyl, or metal. Natural objects such as trees or other plantings may also be used to satisfy the screening requirements, as shown on an approved Landscape Plan. Fences and screening shall be maintained in good condition. All commercially owned properties in existence upon the effective date of the ordinance from which this section derives shall have one hundred twenty (120) days from that date to be in compliance with all provisions contained herein.

iii. The provisions of this sub-section shall not apply to prohibit any activity lawfully permitted by zoning regulations applicable to a parcel of property.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

RESOLUTION 20-2020-21

A RESOLUTION ADOPTING THE MONTGOMERY COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the MONTGOMERY COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN (the ‘Plan’) was developed in accordance with and following the guidelines and requirements established, published and provided by FEMA and TEMA; and

WHEREAS, the City of Clarksville and its various departments, agencies, and operating units actively participated in and contributed to the preparation and development of the ‘Plan;” and

WHEREAS, the ‘Plan’ has been developed to guide each participating jurisdiction in planning for and mitigating local hazards; and

WHEREAS, the completion and adoption of hazard mitigation plan is a condition of qualification for potential future mitigation funding.

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

That the Clarksville City Council hereby adopts the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan.

ADOPTED:

Montgomery County, Tennessee Multi-Jurisdictional All Hazards Mitigation 2020 Plan Update



**Including the City of Clarksville & the Clarksville-
Montgomery County School System**



Executive Summary

Montgomery County Tennessee, like many other places in the nation has experienced major disasters. In 1999, an F3 tornado destroyed a large amount of buildings and infrastructure as it covered almost the entire length of the county. In 2018, two tornados occurred within minutes apart from each other in Montgomery County. An EF2 tornado touched down in Eastern Clarksville and an EF1 tornado touched down near the Dotsonville community. The tornadoes caused severe to minor damage to the affected areas, several homes, businesses and cars were damaged, including hundreds of trees being destroyed.

The 2020 Montgomery County Multi-Jurisdictional Hazard Mitigation Plan Update is the third update of the plan since becoming a multi-jurisdictional plan including the City of Clarksville and the Clarksville-Montgomery County School System (CMCSS). The 2020 plan update was completed with the assistance of multiple individuals, departments/agencies, private organizations, businesses, non-profits, and academia.

The Montgomery County Multi-Jurisdictional Hazard Mitigation Plan Update process includes efforts to meet the principles and intent of new guidance and directives such as Presidential Policy Directive – 8 (PPD-8) the “Whole Community” concept and the five mission areas: Prevention, Protection, Mitigation, Response, and Recovery. The process also involved the Threat and Hazard Identification and Risk Assessment (THIRA) guidance.

The jurisdictions in the plan continue mitigation efforts in an effort to protect the citizens and property within the jurisdictions and as required by the Disaster Mitigation Act of 2000 (DMA 2000). This 2020 plan update is in accordance with 44 CFR 201, which requires an updated hazard mitigation plan to be submitted and approved by Federal Emergency Management Agency (FEMA) every five years.

For additional information, please contact:

Edward Baggett, Director
Montgomery County Emergency Management Agency
130 S. First Street
Clarksville, TN 37040



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Section 1: Introduction

This 2020 plan update was completed in accordance with the requirements of the Federal Emergency Management Agency (FEMA) to assist in the elimination of losses of life and property in the jurisdictions of Montgomery County, the City of Clarksville, and the Clarksville-Montgomery County School System (CMCSS) in Tennessee as a result of natural and manmade hazards. Fort Campbell Military Reservation, while located partially within the borders of Montgomery County is not included in this plan as it is a Federal installation.

Montgomery County has one incorporated entity, the City of Clarksville, and one school system, the Clarksville-Montgomery County School System. Prior to March 2009, both the city and the county had developed and received approval for independent, stand-alone plans. In March 2009 both plans were consolidated into a single, composite plan. During the planning process to include the City of Clarksville in the Montgomery County plan, the Clarksville-Montgomery County School System was notified of their status as a local government as defined by 44 CFR Part 201.2. The Clarksville-Montgomery County School System requested to be included in the planning process for the five year 2010 plan update that was to start later in 2009, so that the school system could be included as a local government in the multi-jurisdictional plan. The plan is now referred to as the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan. The Montgomery County Multi-Jurisdictional Hazard Mitigation Plan Update from 2015 has been incorporated into the risk assessment of all planning processes used within the county, the city, and the school system to the extent that it is appropriate. The 2020 Montgomery County Multi-Jurisdictional Hazard Mitigation Plan Update will continue to be incorporated into risk assessment and other applicable areas within the jurisdictions.

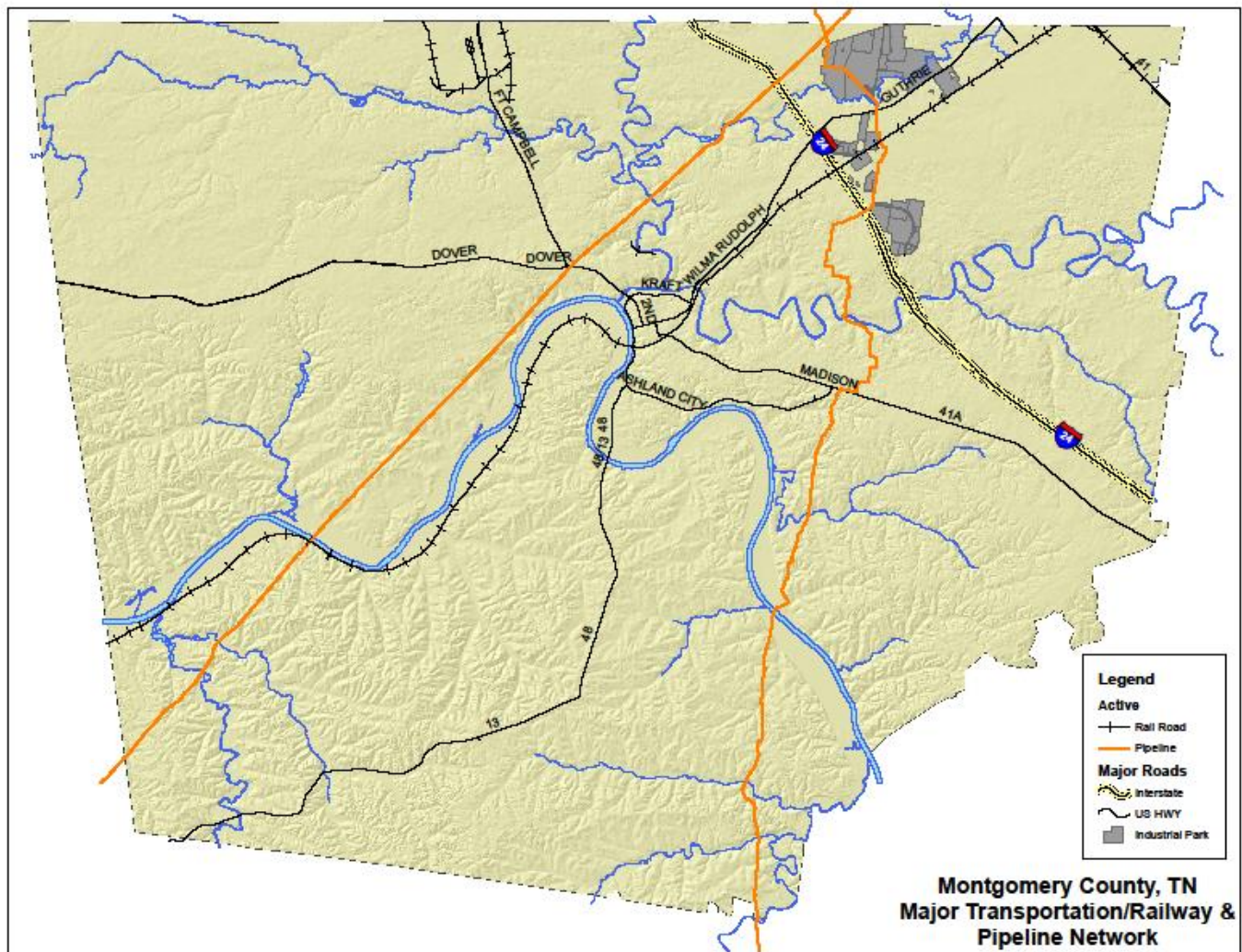
1.1 The Community

Montgomery County is located in northern middle Tennessee, on the Tennessee – Kentucky border. The area continues as it was in 2015 as the center of one of the Southeast’s largest and most rapidly growing industrial complexes and also serves as one of its premier development locations. Montgomery County is surrounded by five Tennessee counties and two Kentucky counties.

Montgomery County has a total of 539 square miles within its borders and is comprised of multiple unincorporated communities (Palmyra, Woodlawn, etc.) and one incorporated entity, the City of Clarksville (98 square miles). Fort Campbell Military Reservation, home of the 101st Air Assault Division, encompasses an area of 62 square miles within the county.

CMCSS is one of a distinguished group of school districts that has earned whole district accreditation from AdvancEd, which rated the system in the top 2% of school districts internationally. We are one of 9 school districts in the nation with ISO-9001:2015 quality certification, which measures efficiency and effectiveness.

With a graduation rate of 94.2% between 2017-2018 the school system exceeds both state and national averages and receives strong community support for education with an emphasis on 100% graduation for every student. The dropout rate for 2017-18 was 5.8%. In May 2019, 2,035 CMCSS graduates earned \$51.5 million in college scholarships.



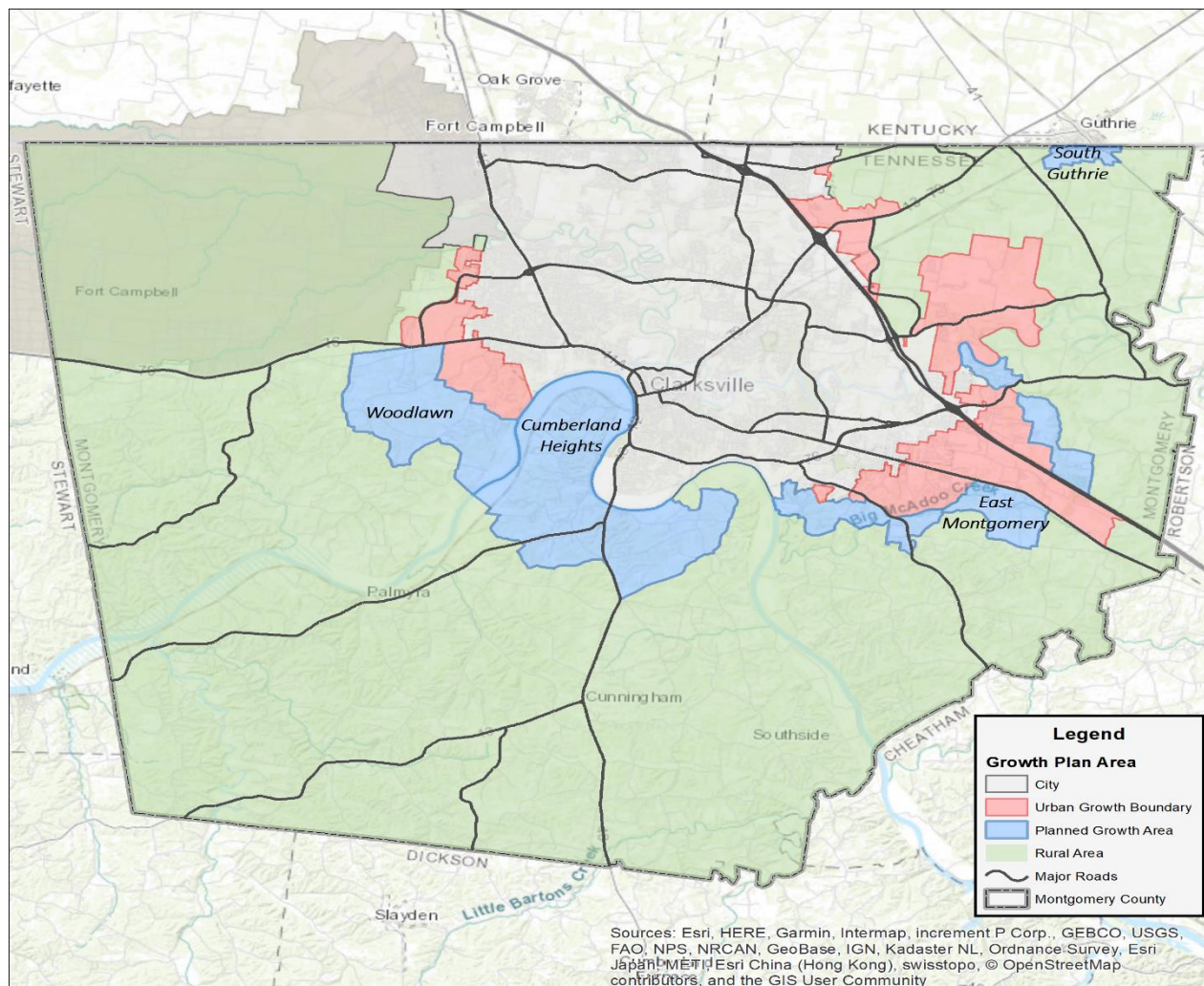
Map provided by APSU GIS Center

According to 2010 Census Bureau, the population for Montgomery County was 172,331 residents. The Census Bureau estimates for 2018 population was recorded at 205,950, which is a 19.5% increase in population over 8 years. Montgomery County foresees further increase in the population for the 2020 Census Bureau report.

Although there has been a steady stream of businesses and industries building in Montgomery County, recent development trends have leaned toward large residential subdivisions as more and more people relocate here. The Fort Campbell Military Reservation here brings in a large number of both active duty and retired military, fueling our need for more homes and the supporting infrastructure.

The University of Tennessee conducted a study and calculated a projection for the 2040 Montgomery County Growth Plan population, they estimate the population for 2040 will reach to 298,919 residents. That would suggest a 40% increase in population over the next 20 years. Adding over 90k new residents to the city and county. Their estimated projection of students will reach to an additional 15,648 students over the next 20 years.

2040 Clarksville-Montgomery County Growth Plan Map



Provided by Clarksville-Montgomery County Regional Planning Commission

Urban Growth Boundary: This boundary encompasses the existing municipality and contiguous territory where higher-density residential, commercial, and industrial growth is expected to take place. This area is further defined as to its capability to provide urban services in an orderly and timely fashion to facilitate higher density land use patterns. By allowing high densities, it is anticipated that the land will be utilized to a fuller degree of potential giving support to the community's needs for future expansion.

Planned Growth Areas: This is the territory outside the municipality and the Urban Growth Boundary where low to moderate density residential, commercial, and industrial growth is projected within the planning period.

Rural Areas: This territory is the remainder of the county that was not included in a UGB or PGA. Based on growth expectations, it does not exhibit the need for higher density development patterns within the planning period delineated by this report. This area's development will be governed by the land use control ordinances established and maintained by the county. Any changes in density of development will require correlation with the provisions of the plan.

Montgomery County, TN Industrial Park 2018

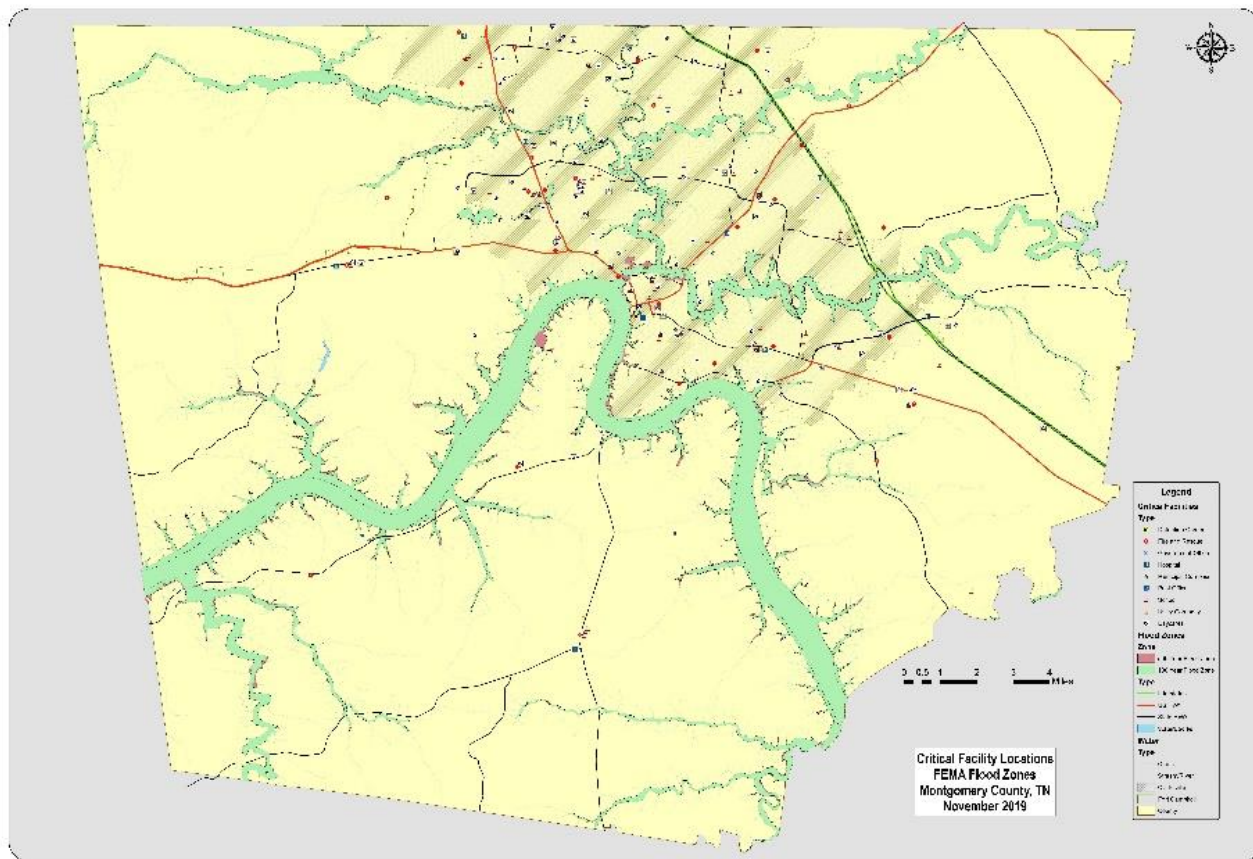


Map provided by APSU GIS Center

Several businesses and industries have opened and are still in the process of expanding their facilities in the area. In October 2017, Hankook Tire opened a \$800 million plant in Montgomery County that employs over 1,000 employees and foresees a future total of approximately 1,800 people being employed. In June 2019, LG Electronics opened a new \$360 million TN Appliance Factory, which employs nearly 600 employees. Google announced in 2018 and is still in process of opening a \$600 million Data Center with plans of employing about 70 employees.

Development, whether residential, commercial, or industrial, is controlled through zoning regulations adopted by both the city and the county. These regulations contain specific requirements for development such as lot size, distance from neighbors and property lines, and zoning classifications.

Critical Facilities Map- Montgomery County, TN 2019



Map provided by APSU GIS

1.2 Local Government

Montgomery County is governed by an elected County Mayor and Board of Commissioners, while the City of Clarksville is governed by an elected Mayor and City Council.

The Clarksville-Montgomery County School System is governed by an elected school board who sets the policies that govern the system.

1.3 Infrastructure

Montgomery County is crossed by eight Federal and State highways (including Interstate 24), two rail lines, one petro-chemical (Xylene) pipeline, one crude oil pipeline, numerous natural gas pipelines from three separate carriers, the Cumberland and Red Rivers, and a regional airport.

There are 1,786 miles of roadway and 167 bridges inside Montgomery County, including two railroad bridges, one railroad tunnel, and 71 miles of railroad.



Natural gas service does not extend to all parts of the county, with the predominant service area being the City of Clarksville, adjacent residential developments, and the industrial park. The local natural gas distribution system consists of 572 miles of pipeline of various sizes.

The City of Clarksville's wastewater collection system (731 miles of lines) is a complex network which includes 220 lift stations, collection lift stations, and overflow facilities.

While some sewer service is provided for county residents by the City of Clarksville, most of the county is not serviced by sewer and relies on septic tanks for wastewater collection.

Montgomery County is serviced by four water utilities serving nearly 10,000 homes and businesses. Some areas of the county are served by the City of Clarksville's water utility, which serves nearly 150,000 residents. Some rural homes still depend upon wells for potable water.

All water systems have a redundant, looped design and water can flow in either direction in a main, depending on where the greater pressure exists. Thus it is possible that a single break in a main could be isolated by shut-off valves, and water service could continue for most customers with little or no interruption.

1.4 Agriculture

Montgomery County (excluding Ft. Campbell) contains 305,280 acres of which 133,212 were in agricultural use as of 2017 per the USDA 2017 Census of Agriculture County Profile, which is a 10% decrease since 2012. This was comprised of 787 farms growing/raising a wide range of products (soybeans, corn, cattle, tobacco, etc.) accounting for \$49,834,000 in agri-business in 2017, which was a 5% increase in agri-business since 2012.

1.5 Climate

Winters (December – February) are cold and wet with an average low of 27.5 degrees and average annual snowfall of 10.6 inches. Occasional winter storms can be brutal with frigid temperatures and accompanying ice and snow.

Summers (June – August) are hot and humid, with an average high of 88.6 degrees with a period of low rainfall amounts during the summer, particularly in July and August.

The area's prevailing winds are Southerly at an average of 6 mph. The area has an average relative humidity of 90% at its peak (6 AM) and 78% at its low (noon).

1.6 Hazards

Historically, a variety of natural hazards have impacted Montgomery County, including floods, earthquakes, wind storms, tornadoes, ice and snow storms, and land subsidence (sinkholes). Typically, the natural hazards including land subsidence (sinkholes), that impact the county generally would include the City of Clarksville and the Clarksville-Montgomery County School System also, since they lie within the county boundaries. With the exception of service disruptions to utilities such as natural gas and wastewater treatment, which are predominately only available within the city limits, the extent from a disaster including land subsidence (sinkholes), would not be different because of jurisdictional boundary lines. Man-made hazards also occur, to date primarily as hazardous material incidents.



Across-the-street proximity to Ft. Campbell and a large active military population also creates a possibility for terrorist incidents. An earlier threat assessment for Montgomery County brought this fact to light and plans were made for response and prevention. Due to the sensitive nature of this subject it was decided to not include a section on terrorism within this plan.

1.7 Partnerships

The Hazard Mitigation Team consists of representatives from Montgomery County, The City of Clarksville, The Clarksville-Montgomery County School System, emergency services agencies, academia, non-profits, businesses, regional planning, and the private sector. The planning reflects the same types of partnerships that exist in many of the on-going jurisdiction activities. Many members are involved with various other advisory groups or organizations which helped bring unique perspectives in the compilation of this plan.

1.8 Resources

A majority of the statistics used to develop this plan were derived from governmental, technical, and historical resources including, but not limited to the following: the United States Geological Survey, the Tennessee Emergency Management Agency, NOAA Archives and Reports Section, local print media, U.S. Census Bureau, and the GIS Center at Austin Peay State University.

Software used in the compilation of data included, Arc Map, HAZUS-MH, and Microsoft Office.

Additional resources used in the formulation of the plan include City Ordinances, County Resolutions, school system policies, the Hazard Mitigation Team, and various subject-matter experts.

1.9 Challenges and Limitations

The primary obstacle for the mitigation team for the 2020 plan update is the changes to members of the hazard mitigation team no longer being point of contacts and the new number of members. Also, the inability to overcome schedule conflicts for all members in order to have more concise meeting with all the members at the same time.

We are still able to overcome this problem through dissemination of minutes from the meetings to members who were unable to attend. Those members would then respond with their own comments, suggestions, etc. for inclusion. Administration changes have also been a challenge going into the 2020 plan update.

1.10 New Benefits and Capabilities

Since the 2015 plan update was completed there are new capabilities and several updates.

The working relationships between agencies and organizations involved with disaster planning and response have increased. New partners such as Tennova Healthcare has recently joined the Hazard Mitigation Planning Team for the 2020 plan update.

The Clarksville-Montgomery County School System converted a 6,000 gallon diesel fuel storage tank to gasoline at its facility across the Cumberland River in August 2011. This was done as part of mitigation actions



after the 2010 flood waters blocked bridge access to that area. The gasoline has been made available to all emergency assets in the event of future disasters and continues to be available.



Section 2: Local Hazard Mitigation Planning Process and Team

This plan, its development, and the processes which were followed, adhere to the principles and stipulations outlined in 44 CFR Part 201. The three Jurisdictions involved in the planning process are Montgomery County, The City of Clarksville, and the Clarksville-Montgomery County School System.

A summary of changes from the 2020 plan update process is listed as appendix 8a.

2.1 Hazard Mitigation Planning Team

The Montgomery County Multi-Jurisdictional Hazard Mitigation Team is currently composed of 20 agencies within the county, city, and the school system with at least one representative from each. The latest meeting of the Hazard Mitigation Team was held on September 12, 2019 at the Montgomery County Emergency Operations Center to discuss the plan update process and the schedule of the upcoming plan update that would begin in 2020. The Montgomery County Emergency Management Agency Assistant Director led the meeting and requested information from various agencies and departments to be used in the 2020 plan update. Minutes and attendance sheets are kept on record at the Montgomery County Emergency Management Agency and copies are located in appendix section of this plan.

Composition of the Hazard Mitigation Team is as follows:

Montgomery County Emergency Management Agency (project lead)
Montgomery County Government
Montgomery County Building and Codes
Montgomery County Highway Department
Montgomery County Emergency Medical Services
City of Clarksville
Clarksville Building and Codes
Clarksville Street Department
Clarksville Gas & Water
Clarksville Parks & Recreation
Clarksville Police Department
Clarksville-Fire/Rescue
Clarksville Department of Electricity
Clarksville Finance Department (Grants Division)
Clarksville- Montgomery County School System (CMCSS)
Clarksville- Montgomery County Regional Planning Commission
Clarksville-Montgomery County Industrial Development Board
Clarksville Transit System
Coast Guard Auxiliary
Cumberland Electric Membership Corporation
Austin Peay State University Geographic Information System Center
Austin Peay State University Police Department
Red Cross
Tennessee Emergency Management Agency (TEMA)
Tennova Healthcare
Community Emergency Response Team (CERT)



2.2 Planning Team- Method of Approach

Evaluation of this 2020 plan update began with a meeting with the Tennessee Emergency Management Agency (TEMA) Mitigation Planner and State Hazard Mitigation Officer, the Montgomery County Emergency Management Agency Planner and Director, the City of Clarksville and the Clarksville-Montgomery County School System (CMCSS) on December 13, 2016 to discuss the planning process following the current protocol established by FEMA. This meeting involved an overall assessment of the current plan and some minor structural changes to include in the new plan update.

Some recommendations included adding non-profit organizations and private sector members on the hazard mitigation team. The TEMA Mitigation Planner advised that the planning process steps used to evaluate the current plan could be used for the 2020 update process. The risk assessment should be reviewed, along with updated weather, census information, NFIP repetitive losses, building trends, and other data used in the plan to reflect the current conditions. New capabilities for mitigation were also discussed that are available for the local jurisdiction to apply for through FEMA's HMGP (Hazard Mitigation Grant Program). The discussion of removing the risk of "Flood Hazards from Inundation due to Dam Failure" from the 2015 Hazard Mitigation Plan was made due to the threat being eliminated since the last plan update.

The latest meeting of the Hazard Mitigation Team was held on September 12, 2019, and consisted of a discussion over the 2020 plan update process, and the next steps to be covered in the process. Four new members on the team were introduced. The meeting also covered updated mitigation strategies as they have been updated through the process and any final information needed prior to the draft and final review components. Each jurisdiction through team member participation has provided updated data relevant to their respective jurisdictions to incorporate into the multi-jurisdictional plan.

Processes used to review and analyze each section of the plan during the 2020 update including the planning process, risk assessment, mitigation strategies, and plan maintenance.

Each hazard mitigation team member followed the same review process format in the 2020 plan update process that was used in the 2015 update, to include review, analysis, and update of the current plan. On December 10, 2019 the members of the Hazard Mitigation Planning Team were sent the draft copy of the 2020 plan update to review by email. No comments or suggestions were made by the team. Each section of this plan was revised as needed during the update process. Most of the revisions were due to updated data, some were changes in terminology, and certain areas within the plan were rewritten to clarify the subject material.

Initiation of the plan update process began with the Montgomery County Emergency Management Agency Planner revisiting data sources utilized in developing the risk assessment for each hazard included within the plan, and where new data existed, the information resources were updated. This information was used to modify or verify the sections of the plan pertaining to risk assessment, which were then presented to the team.

The amended risk information, particularly event frequency and probability, were presented to team members, where each team member reviewed the existing exposure and impact analysis based upon the exposure information for each hazard. In turn, they presented recommendations for amendment or modification, if the revised risk analysis data appeared to have any change implications on subsequent elements of the plan update process.



Each team member then reviewed the consequences of the hazard and potential event to assess if the current status in the plan was appropriate. From that determination, the loss estimation was modified, but only in those situations where loss estimates were deemed out of line with the amended risk analysis.

Finally, each team member re-examined the existing mitigation strategies in the plan to determine if the needs of their jurisdiction were adequately being addressed should natural hazard events occur and objectives were amended, added, or deleted by team participants.

Because of this organizational structure to the review process, each team member was apprised of the total picture and the elements involved in the risk analysis procedure. Team members reviewed the risk analysis based on several elements including:

- If the risk assessment is still valid and in line with current conditions?
- Have the nature, magnitude, and/or types of risks changed since the plan was approved?
- Are the current resources still appropriate as when the plan was approved?

Any changes or modifications were submitted to the Montgomery County Emergency Management Agency Planner who was tasked with administering the plan review and modification process for incorporation into the plan update document. The draft update with the changes and modifications was submitted to the hazard mitigation team members for another review for concurrence that the updated plan does meet the new hazard mitigation guidance as well as the needs of the jurisdictions represented in the plan.

A summary of the section by section 2020 review process including changes is provided as an appendix 8A in this plan.

As components of the plan update unfolded and were developed, each jurisdiction reviewed critical dimensions of the plan to ensure that they met all federal, state, and local guidelines. As a consequence of the evaluation process by the team members, the final plan was assessed as being comprehensive, fair, and effective for each of the partners.

The opportunity for any plan maintenance issues with the 2015 plan update were addressed as part of the 2020 update was also discussed. Team members were asked to review and analyze each section of the existing plan, recognize and identify hazards which affect our community, identify new hazard mitigation opportunities, and develop objectives and strategies to maximize those opportunities. The members were asked to make all recommendations and changes for each section of the plan through email as an electronic document rather than hard copies that would require retyping. The Montgomery County Emergency Management Agency Planner as the plan leader will condense and redistribute any changes to all of the members for review prior to incorporation into the update.

A Public Briefing announcing the draft plan update was available for review and comment by the general public, business, and academia was posted on the News and Information section of the Montgomery County Web Site and Facebook Page, and also in the Community Calendar section of Clarksville Now (local online daily news). A copy of the Public Briefing Announcement is located in the appendix 3 of this plan.

In addition, existing local government ordinances (both City and County), school system policies, land-use plans, industrial development strategies, and other pertinent updated data were discussed individually with



affected team members, reviewed, and included in the assessment. Multiple meetings of this type were held outside of the formal team meetings.

The final draft of the plan was then assembled and reviewed by the Hazard Mitigation Team. A Public Briefing announcing the final draft of plan update was available for review and comment by the general public, business, and academia was posted on the News and Information section of the Montgomery County Web Site and Facebook Page, and also in the Community Calendar section of Clarksville Now (local online daily news). A copy of the Public Briefing Announcement is located in the appendix 3 of this plan.

A summary of the section by section review process including changes is provided as an appendix 8A in this plan.

Section 3: Risk Assessment

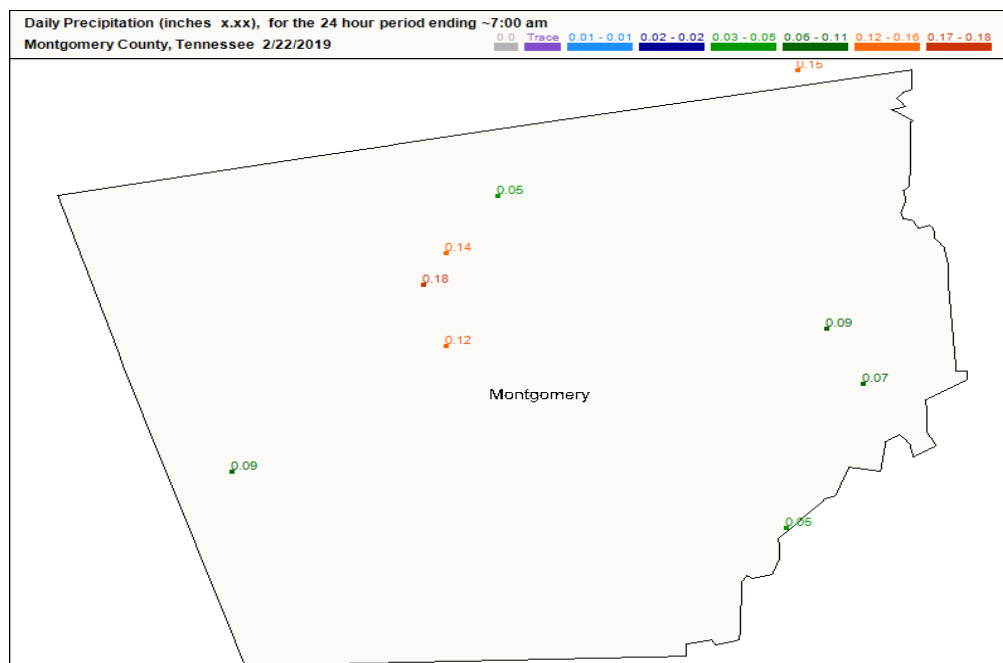
The Hazard Mitigation Team has determined that the hazards identified in the 2015 update still represent the most *significant hazards* affecting the jurisdictions during the 2020 plan update process.

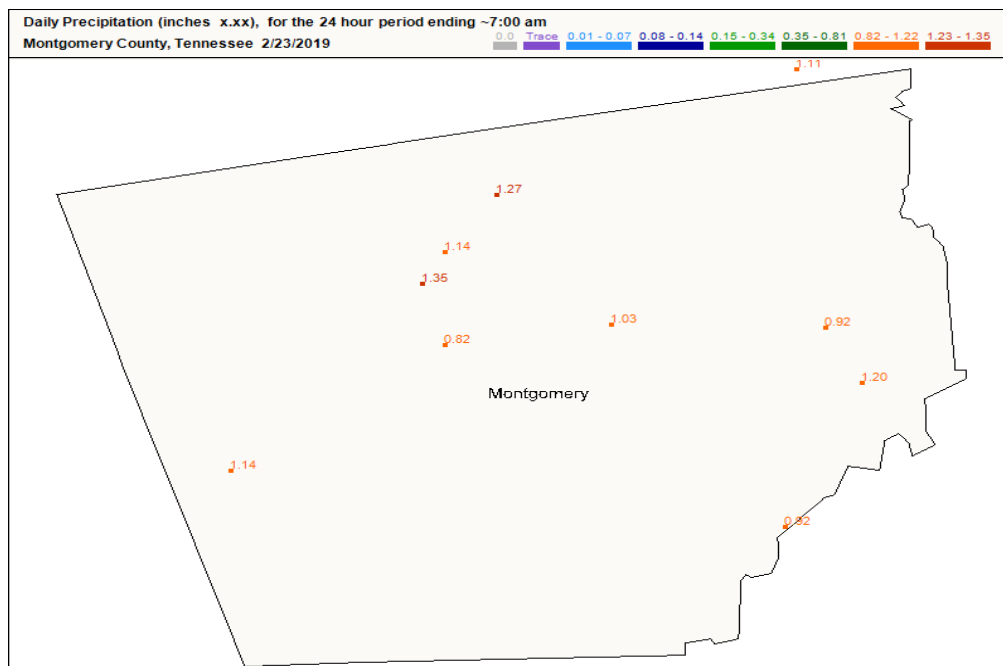
3.1 Flood Hazards

The Cumberland River (with a watershed of 17,914 square miles), the Red River (with a watershed of 1,482 square miles), and multiple small tributaries flow through Montgomery County. Over the years the Army Corps of Engineers and the Tennessee Valley Authority have constructed a series of upstream locks, dams, and flood control reservoirs that collectively reduce the probability of major floods on the Cumberland in our area. Before the Corps' efforts, major flood events on the section of the Cumberland occurred in 1882, 1927, and 1937. The last major flood event on this section of the Cumberland was in May 2010.

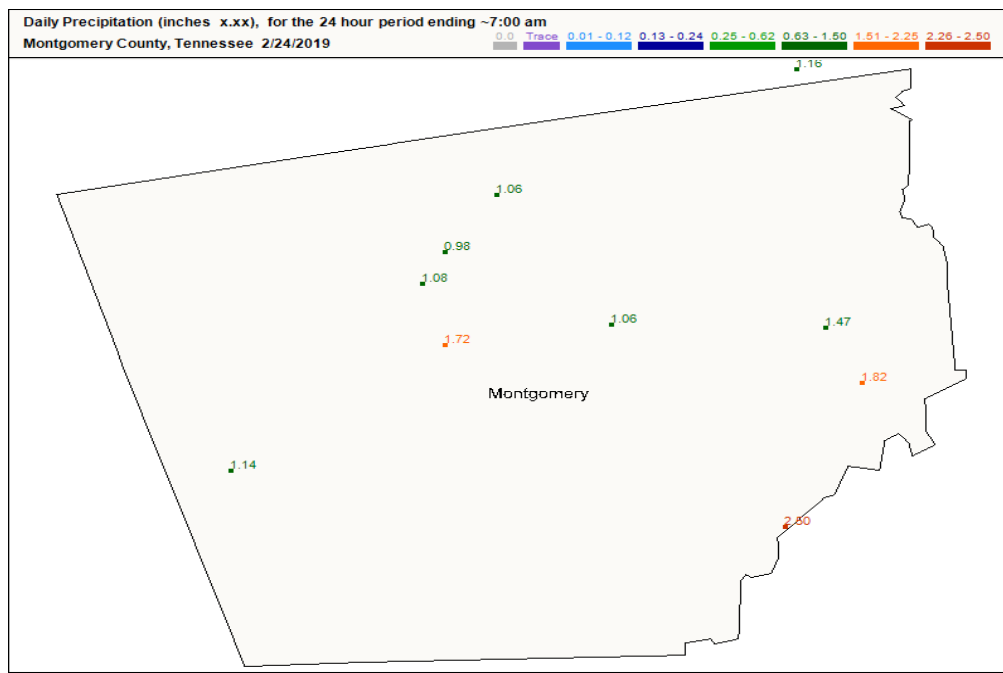
The other streams within the county have no flood control structures and are of a smaller scale than the Cumberland and the Red rivers, but are still significant flood areas. Due to the topography of Montgomery County with its rolling hills and deep valleys, flood events are prone to occur on these streams. Flooding does not occur only in land areas adjacent to flowing streams. Many subdivisions and industries within Montgomery County and the City of Clarksville utilize sinkholes as drainage structures and as injection wells. As a natural drainage structure these sinkholes allow water to pool and then infiltrate through a natural, vertical drain channel to the groundwater system. Injection wells are simply sinkholes which have been improved to facilitate and improve the drainage properties of the sinkhole. These sinkholes, injection wells, and drainage methods are prone to localized flooding due to them becoming clogged. Localized heavy rains with rapid runoff characteristics, as well as flash flooding along the drainage routes, can also lead to local area flooding. Other hazards related to sinkholes will be discussed further in another section of this plan.

Daily Precipitation Maps for Montgomery County- February 22-24, 2019





NOAA, NWS CoCoRaHS Daily Precipitation Maps for Montgomery County



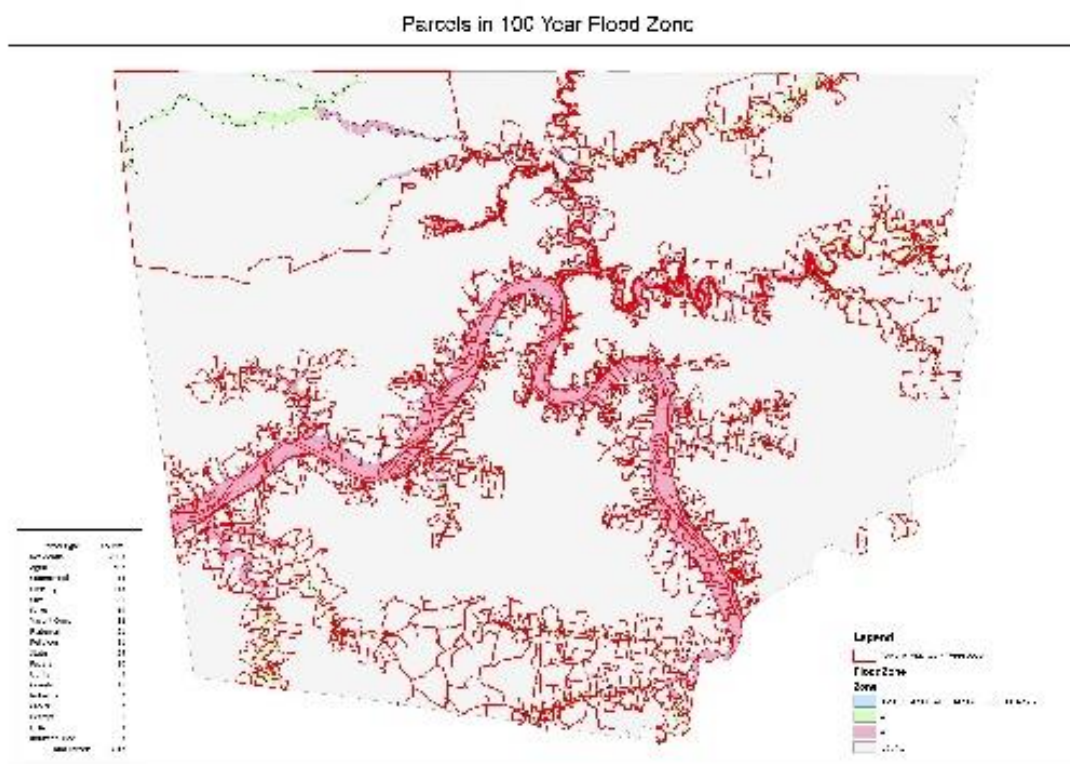
3.1.1 Probability and Frequency

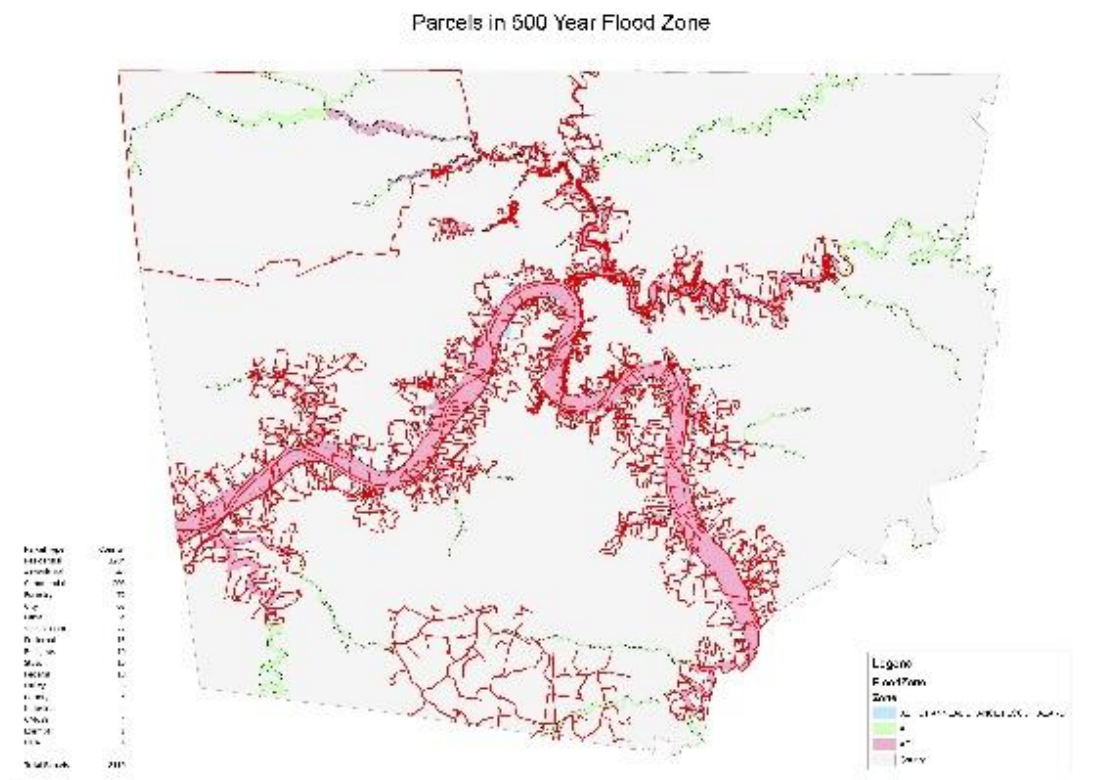
Throughout the past 10 year period from May 9, 2009 to May 9, 2019, the city/county experienced 16 reported flood and flash flood events causing approximately \$4,305,000 in property damage. Various degrees of flooding occurred with each of these events ranging from short-term flooding of lands in the primary flood plain to damage to homes and other property. The flood event that occurred on May 1, 2010 caused over \$1,900,000 in damage according to NWS storm data. Actual damages including infrastructure repairs were much higher. There were also two other flash floods that occurred in April of 2013 and July of 2016 in Montgomery County that estimated each of \$1 million worth of damages.

The Clarksville Wastewater Treatment Plant is the official weather reporting agency submitting climactic data to the National Weather Service.

Although the area receives an average of about 50 inches of precipitation annually, few of those events involve heavy rain over an extended period of time. It is reasonable to expect that based on yearly average data, the county can expect an average of two flood/flash flood events annually.

100yr/500yr Parcels Flood Zone Maps





Maps provided by APSU GIS

3.1.2 Exposure and Impact

Exposure to runoff flooding and flash flooding events occur most frequently in four (4) types of topography across the county: (1) flood plain areas adjacent to smaller streams and river tributaries which have no flood control structures, (2) over roadways that traverse drainage flowage paths, (3) land in primary flood plains, and (4) in most areas where excessive rainfall is impounded.

There is always the potential for pollution and noxious conditions that accompany standing, slowly draining water accumulations after heavy rains.

The extent of damage based on a scale of low, medium, and high where “low” equals minor curb-deep street flooding and “high” equals major flooding from the rivers above flood stage. “High” would be the worst case scenario for all three jurisdictions.

Damage in paths of drainage typically is caused by either an abnormally large volume of runoff that exceeds the capacity of the drainage system, or trash and debris accumulation during runoff which blocks drainage outlets. In these situations, the runoff water may seek other routes resulting in damage to areas normally unaffected.

Because such runoff often lasts for a relatively brief time, the damage may be limited to short term isolation, minor flooding of outbuildings, and for drivers not alert to conditions, vehicle drown-out or loss of control. If residential structures are affected the damage is normally minor although an inconvenience due to the brief inundation.

Many pumping stations related to water and sewer service are located within floodplains. Heavy rains causes these stations to be flooded which disables them and has caused problems related to wastewater backing up into the floodwaters.

Update: The pump stations have been raised. The wastewater treatment plant was completed in 2017.

Clarksville Wastewater Treatment Plant (completed)



Map provided by APSU GIS

Flash flooding with its high, rapid volume of runoff damages infrastructure by undercutting roads; washing away road shoulders, ditches, and culverts; and by depositing debris and silt on transportation routes. All these factors may affect roadways and railroads within Montgomery County.

Montgomery County and the City of Clarksville both began participation in the National Flood Insurance Program in June of 1984. Using data generated from the APSU GIS Center based on parcels intersecting with the '100 year' and '500 year' flood zones from a FEMA flood zone overlay. The overlay yielded an intersection of 2,288 parcels in 100-year flood zones (2,035 residential and 253 non-residential) and an additional 322



parcels (271 residential and 51 non-residential) within the 500-year flood zone. Of these 2,610 parcels within the flood zone, 324 NFIP policies were in effect within the city, and another 88 within the county.

According to information provided by FEMA as of September 12, 2019 there are currently 412 NFIP policies in effect for Montgomery County, including the City of Clarksville for a combined coverage of \$116,572,600.00. According to official records, there are twenty-nine (29) properties within Montgomery County and the City of Clarksville covered by the NFIP that have experienced *repetitive* flood losses. The total of these losses is \$1,492,853.90.

NFIP Policy Data for Montgomery County			
Jurisdiction	Policies In-Force	Insurance In-Force Whole \$	Written Premium In-Force
MONTGOMERY CO.	88	\$24,276,400.00	\$45,753.00
CLARKSVILLE	324	\$92,296,200.00	\$382,071.00

Policies In-force: number of NFIP flood insurance policies

Insurance In-force whole \$: value of building and contents insured by the NFIP

Written Premium In-force: total premiums paid for NFIP insurance policies

NFIP Loss Data for Montgomery County		
Jurisdiction	Number of Closed Paid Losses	Total Losses Paid
MONTGOMERY CO.	59	\$1,826,558.39
CLARKSVILLE	144	\$6,182,478.96

Closed Paid Losses: number of flood insurance claims paid to policy holders and closed

Total Losses Paid: total dollars paid to policyholders

According to the National Flood Insurance Program, repetitive flood loss is defined as a facility or structure that has experienced two or more insurance claims of at least \$1,000 in any given 10 year period since 1978. Within the NFIP, repetitive flood loss properties are usually considered the most vital structures to mitigate. The chart below provides a summary of repetitive losses for Montgomery County.



Repetitive Loss Properties for Montgomery County						
Jurisdiction	Type of Structure	Zone	Losses	Total Building Payment	Total Contents Payment	Total Paid
CLARKSVILLE, CITY OF	SINGLE FMLY	AE	3	\$258,209.54	\$4,377.29	\$262,586.83
CLARKSVILLE, CITY OF	NON RES.	EMG	2	\$33,976.76	\$0	\$33,976.76
CLARKSVILLE, CITY OF	SINGLE FMLY	EMG	2	\$13,667.28	\$0	\$13,667.28
CLARKSVILLE, CITY OF	SINGLE FMLY	AE	3	\$92,275.49	\$11,025.49	\$103,300.98
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$13,878.42	\$0	\$13,878.42
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$32,299	\$14,052.13	\$46,351.13
CLARKSVILLE, CITY OF	SINGLE FMLY	X	6	\$16,931.59	\$8,244.44	\$25,176.03
CLARKSVILLE, CITY OF	SINGLE FMLY	X	3	\$148,694.79	\$89,125.02	\$237,819.81
CLARKSVILLE, CITY OF	SINGLE FMLY	AE	2	\$14,704.47	\$0	\$14,704.47
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$11,397.66	\$232.26	\$11,629.92
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$32,392.38	\$0	\$32,392.38
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$18,682.19	\$25,646.56	\$44,328.75
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$12,848.57	\$2,612.56	\$15,461.13
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$15,693.88	\$1,181.57	\$16,875.45
CLARKSVILLE, CITY OF	SINGLE FMLY	AE	2	\$3,973.55	\$0	\$3,973.55
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$18,511.90	\$4,882.01	\$23,393.91
CLARKSVILLE, CITY OF	SINGLE FMLY	AE	2	\$48,875.91	\$20,000	\$68,875.91
CLARKSVILLE, CITY OF	SINGLE FMLY	C	2	\$4,973.54	\$3,907.93	\$8,881.47
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$12,354.82	\$0	\$12,354.82
CLARKSVILLE, CITY OF	SINGLE FMLY	X	2	\$71,171.76	\$1,979.22	\$73,150.98
CLARKSVILLE, CITY OF	SINGLE FMLY	X	3	\$60,670.80	\$7,325.67	\$67,996.47
MONTGOMERY COUNTY	SINGLE FMLY	X	2	\$8,218.78	\$0	\$8,218.78
MONTGOMERY COUNTY	SINGLE FMLY	X	2	\$10,238.63	\$0	\$10,238.63
MONTGOMERY COUNTY	SINGLE FMLY	X	2	\$53,233.77	\$0	\$53,233.77
MONTGOMERY COUNTY	SINGLE FMLY	C	3	\$96,637.86	\$27,308.94	\$123,946.80
MONTGOMERY COUNTY	SINGLE FMLY	X	3	\$45,741.93	\$15,337.86	\$61,079.79
MONTGOMERY COUNTY	SINGLE FMLY	A17	2	\$19,554.96	\$0	\$19,554.96
MONTGOMERY COUNTY	SINGLE FMLY	X	2	\$43,923.51	\$5,924.01	\$49,847.52
MONTGOMERY COUNTY	SINGLE FMLY	EMG	2	\$27,800	\$8,157.20	\$35,957.20

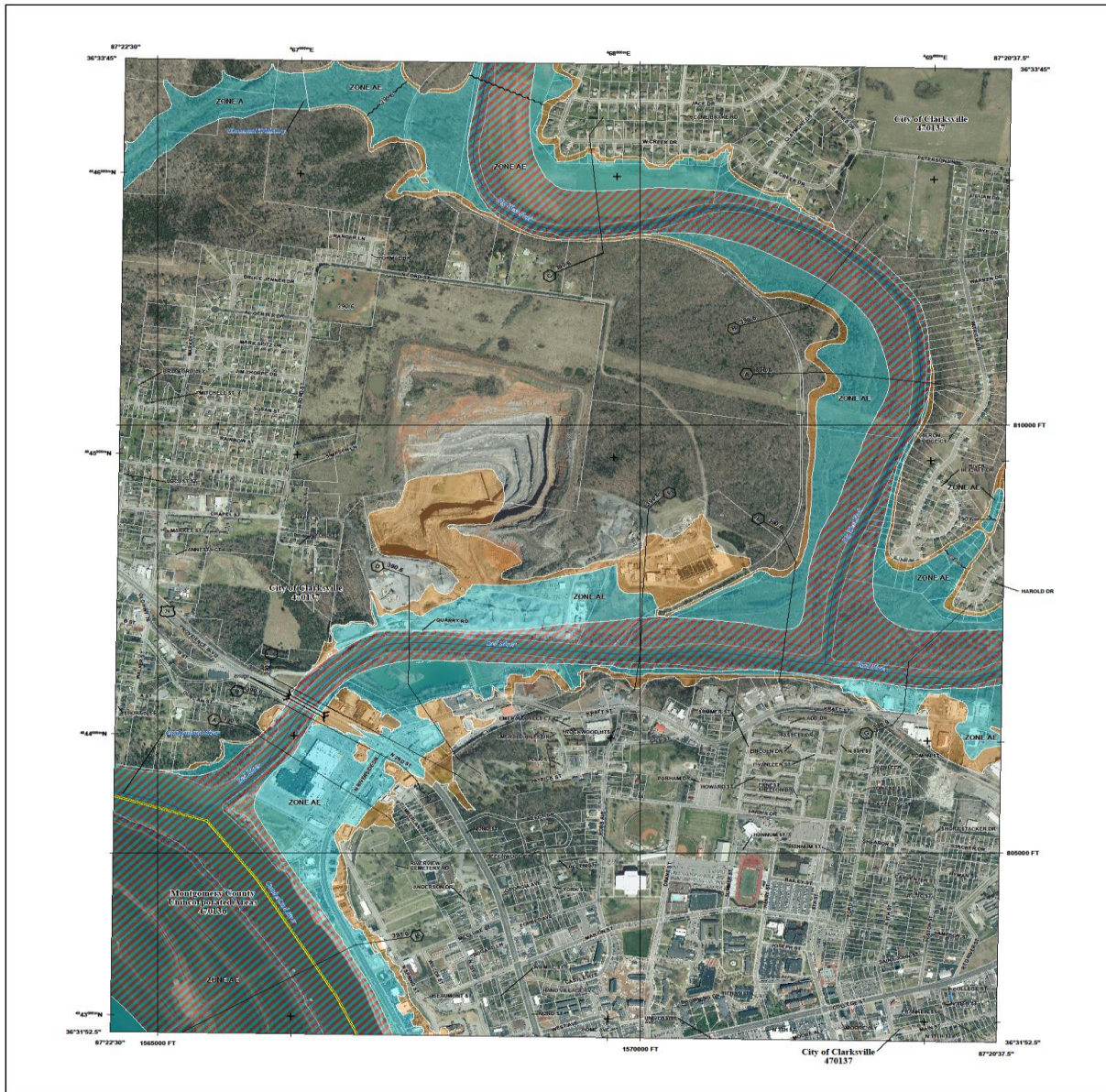
Disclaimer: The RL information in the table above was provided to us by FEMA (Federal Emergency Management Agency). Flood zones EMG, A17 and C are no longer valid floodzones used. EMG is obsolete, A17 (part of A1-A30) has been converted into the AE Zone, and C has been changed to the X zone.

To continue compliance with the NFIP, the jurisdictions have identified, analyzed, and prioritized three mitigation strategies to stay active with the program.

1. Continue to evaluate improved standards that are proven to reduce flood damage.
2. Maintaining supplies of FEMA/NFIP materials to help homeowners evaluate measures to reduce damage.
3. Maintaining a map of areas that flood frequently and prioritizing those areas for inspection immediately following heavy rains or flooding event.

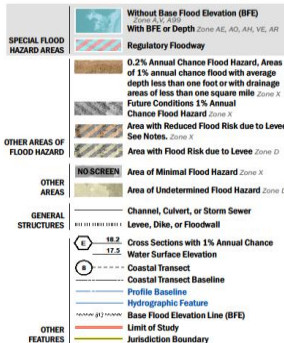
Update: Since the 2010 flood, the City of Clarksville has had 7 home acquisition/demolition projects completed. Of the 7 properties, six were home buyouts and one was a furniture store.

Montgomery County, TN Preliminary FIRM Map



FLOOD HAZARD INFORMATION

SEE HIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://MSC.FEMA.GOV](http://MSC.FEMA.GOV)



NOTES TO USERS

The information and questions about this Flood Insurance Rate Map (FIRM), available products associated with the FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please visit the Flood Map Information webpage at MSC.FEMA.GOV. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of the map. Any of these products can be ordered or obtained directly from the website.

For community and countywide map dates refer to the Flood Insurance Study Report for the jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-455-6443.

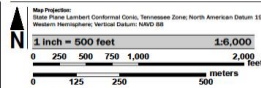
Base map information shown on the FIRM was provided by the State of Tennessee, Department of Finance & Administration, Strategic Information Systems, GIS Services at the time of the map. Data was also obtained from the United States Army Corps of Engineers, Hydrologic Engineering Center, and the Tennessee Department of Transportation in 2013 and has a 10-foot ground sample distance.

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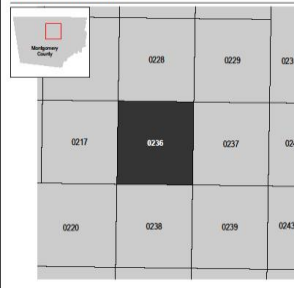
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SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
MONTGOMERY COUNTY,
TENNESSEE
and Incorporated Areas
PANEL 236 of 491

Panel Containing:
COMMUNITY
CLARKSVILLE, CITY OF
MONTGOMERY COUNTY

NUMBER PANEL SUFFIX
47125 0236 0236

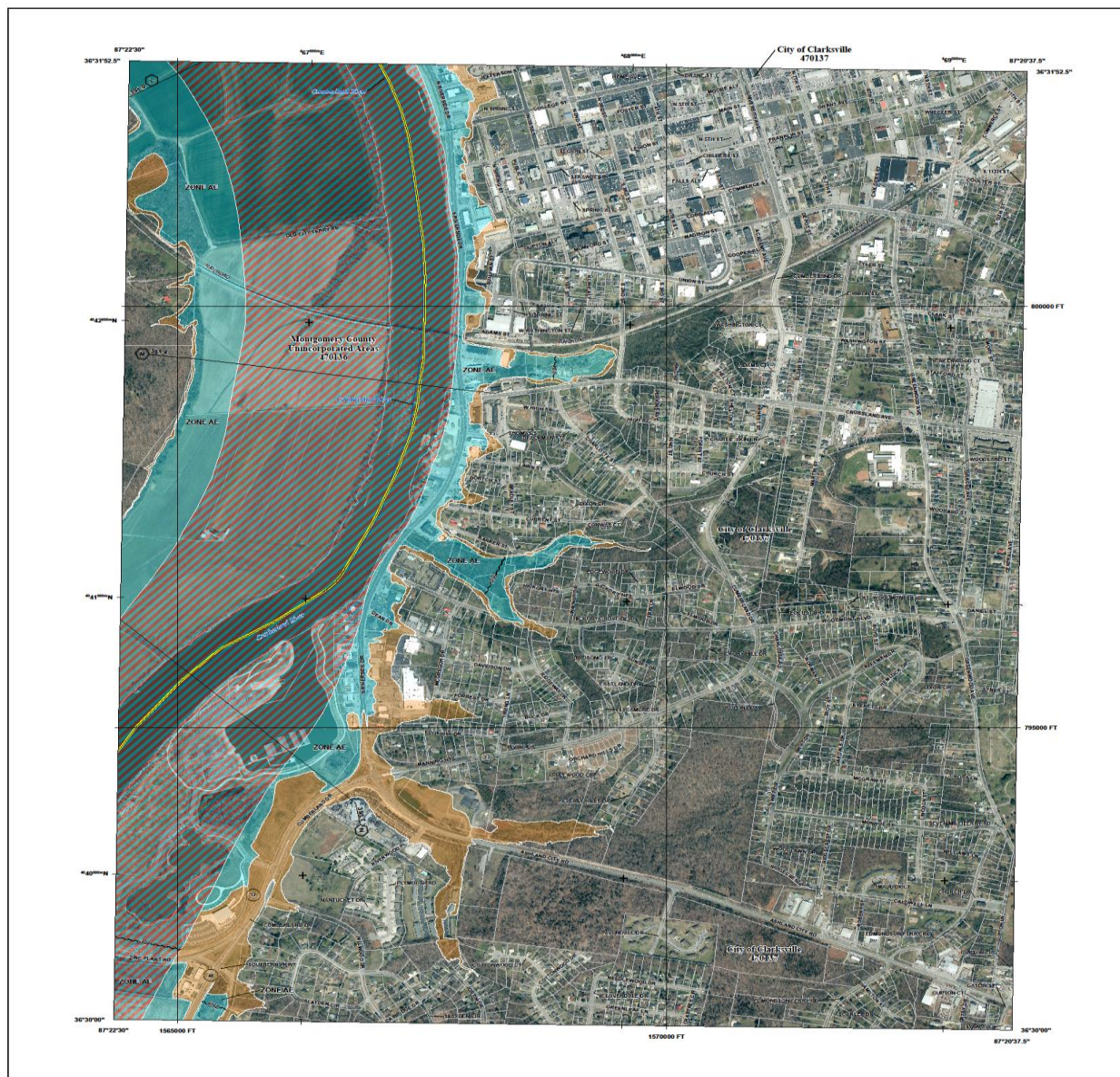
REVISED
PRELIMINARY
10/7/2019

VERSION NUMBER
2.4.3.5

MAP NUMBER
47125C0236E
MAP REVISED



Montgomery County, TN Preliminary FIRM Map



FLOOD HAZARD INFORMATION

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://MSC.FEMA.GOV](http://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE)
		With BFE or Depth Zone AE, AO, AR, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes, Zone X
OTHER AREAS		Area with Flood Risk due to Levee Zone D
		Area of Minimal Flood Hazard Zone X
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance
		Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including future versions, the current map data for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, visit the FEMA Flood Map Service Center website at www.fema.gov. Available products may include packaged hard-copy or digital, or Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

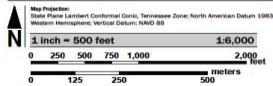
Communities seeking hard-copy or digital FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map data refer to the Flood Insurance Study Report for this jurisdiction.

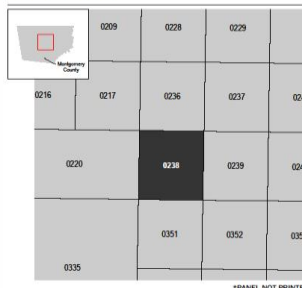
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-685-8643.

Base map information shown on this FIRM was provided by the State of Tennessee, Department of Finance & Administration, Strategic, Hydrographic, Location, and Surveying at 10/20/2018 to 10/20/2018. Data was also obtained from the United States Department of Transportation, Corps of Engineers, National Flood Inventory Center, and the United States Department of Transportation, Corps of Engineers, National Flood Inventory Center. All data was obtained from the United States Department of Transportation, Corps of Engineers, National Flood Inventory Center. All data was obtained from the United States Department of Transportation, Corps of Engineers, National Flood Inventory Center.

SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
MONTGOMERY COUNTY,
TENNESSEE
PANEL 238 of 491

Panel Contains:
COMMUNITY
CLARKSVILLE, CITY OF
MONTGOMERY COUNTY

NUMBER PANEL SUFFIX
470137 0238 E

PRELIMINARY
6/29/2018

VERSION NUMBER
2.4.3.5
MAP NUMBER
47125C0238E
MAP REVISED



3.1.3 Consequences

For residential property owners, the consequences of flooding are potential exposure to mold, deposited pollutants, loss of access to personal property, economic diversion of disposable income for recovery expenses in lieu of normal living expenditures, loss of time from employment and expense for alternate living accommodations. For the non-residential property owner, there is loss of business, sometimes layoff for employees, loss of inventory, and recovery operations to manage.

For local governments, the most significant consequence is a diversion of resources away from normal use and the imposition of overtime pay related to maintenance and emergency operations (sandbagging, temporary signage and barricades, etc.). Limited school closures could be expected mainly due to road blockages, and possible minor flooding around facilities.

3.1.4 Loss Estimation

Flooding Extent – The severity of flooding in Montgomery County is measured by inches of rainfall and by feet of flooding. Based on previous occurrences, it is possible for the extent of a flooding event to exceed 10 inches of rainfall locally and upstream amounts in the same record flood event of over 15 inches of rain. This rain caused the Cumberland in Clarksville to reach a historical flood stage of 62.58 feet in the span of 2 days in Montgomery County.

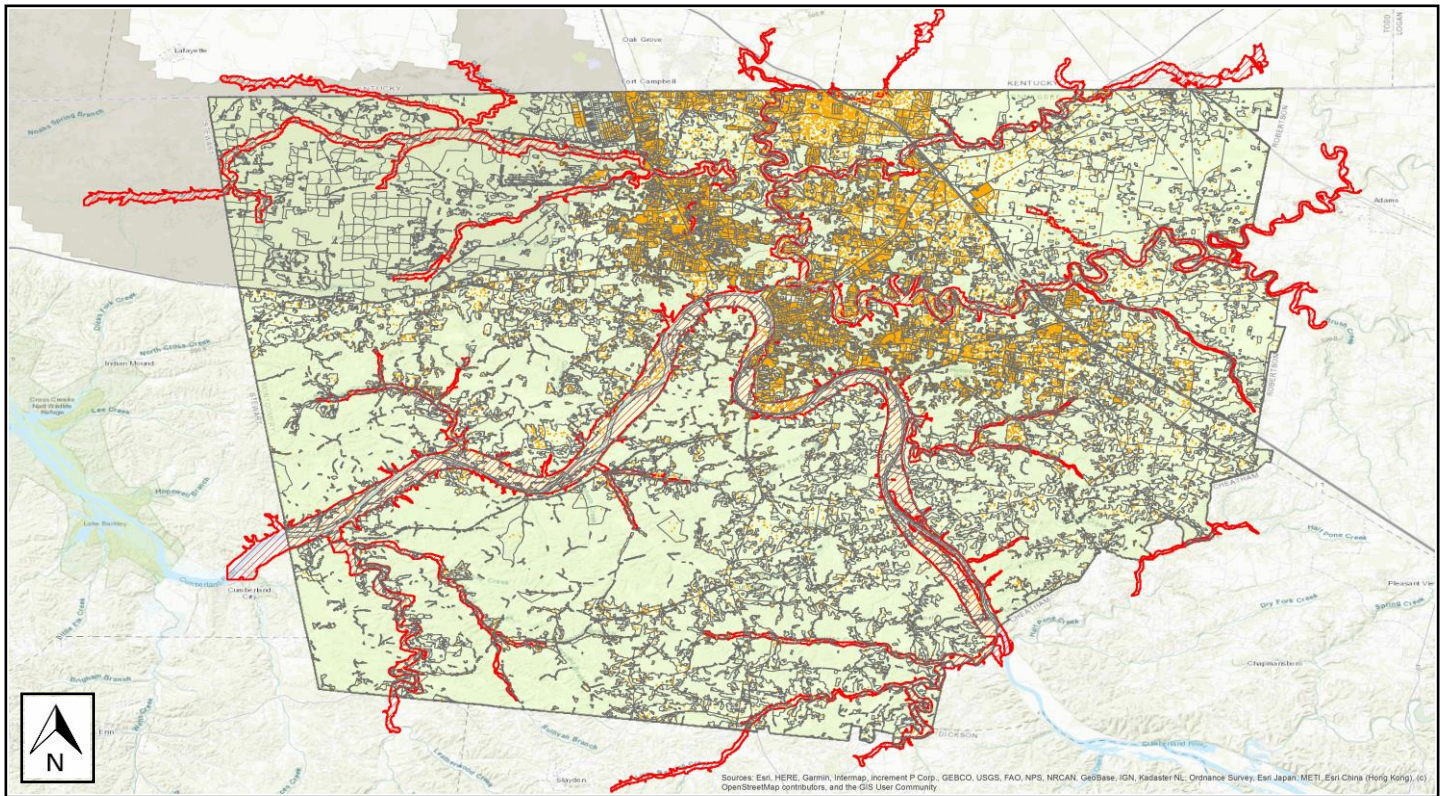
Given a worst-case scenario, with generally heavy rainfall over a prolonged period, the potential exists for as many as 2,306 residential parcels and as many as 304 other parcels in the floodplain to be flooded for at least one or more days. Due to the topographic character of the county, it is estimated that no more than 30% of the potential structures subject to flood damage would be affected in this scenario.

As discussed earlier, the impact on residences that is caused by the blockage or overloading of drainage systems is usually minor but still causes losses through overtime and materials expended by the street and highway departments in attempting to control the rising waters.

Note that this loss estimate does not take into consideration costs for temporary shelter for dislocated residents, the value of functional downtime nor displacement time for affected businesses.

No human losses are projected for the flood event scenarios. Tragically, as seen in the 2010 floods, some of the deaths that occurred in the region occurred from vehicles entering water on the roadways or other accidents not related to homes or businesses being flooded.

Montgomery County HAZUS Results for 500 Year Flood Event



(Provided by TEMA Mitigation Planner)



General Description of the Region

Hazus is a regional multi-hazard loss estimation model that was developed by the Federal Emergency Management Agency (FEMA) and the National Institute of Building Sciences (NIBS). The primary purpose of Hazus is to provide a methodology and software application to develop multi-hazard losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from multi-hazards and to prepare for emergency response and recovery.

The flood loss estimates provided in this report were based on a region that included 1 county(ies) from the following state(s):

- Tennessee

Note:

Appendix A contains a complete listing of the counties contained in the region.

The geographical size of the region is approximately 544 square miles and contains 3,731 census blocks. The region contains over 64 thousand households and has a total population of 172,331 people (2010 Census Bureau data). The distribution of population by State and County for the study region is provided in Appendix B.

There are an estimated 62,303 buildings in the region with a total building replacement value (excluding contents) of 15,872 million dollars. Approximately 94.36% of the buildings (and 81.51% of the building value) are associated with residential housing.



Building Inventory

General Building Stock

Hazus estimates that there are 62,303 buildings in the region which have an aggregate total replacement value of 15,872 million dollars. Table 1 and Table 2 present the relative distribution of the value with respect to the general occupancies by Study Region and Scenario respectively. Appendix B provides a general distribution of the building value by State and County.

Table 1
Building Exposure by Occupancy Type for the Study Region

Occupancy	Exposure (\$1000)	Percent of Total
Residential	12,937,313	81.5%
Commercial	1,875,985	11.8%
Industrial	421,991	2.7%
Agricultural	37,679	0.2%
Religion	315,164	2.0%
Government	45,968	0.3%
Education	238,105	1.5%
Total	15,872,205	100%

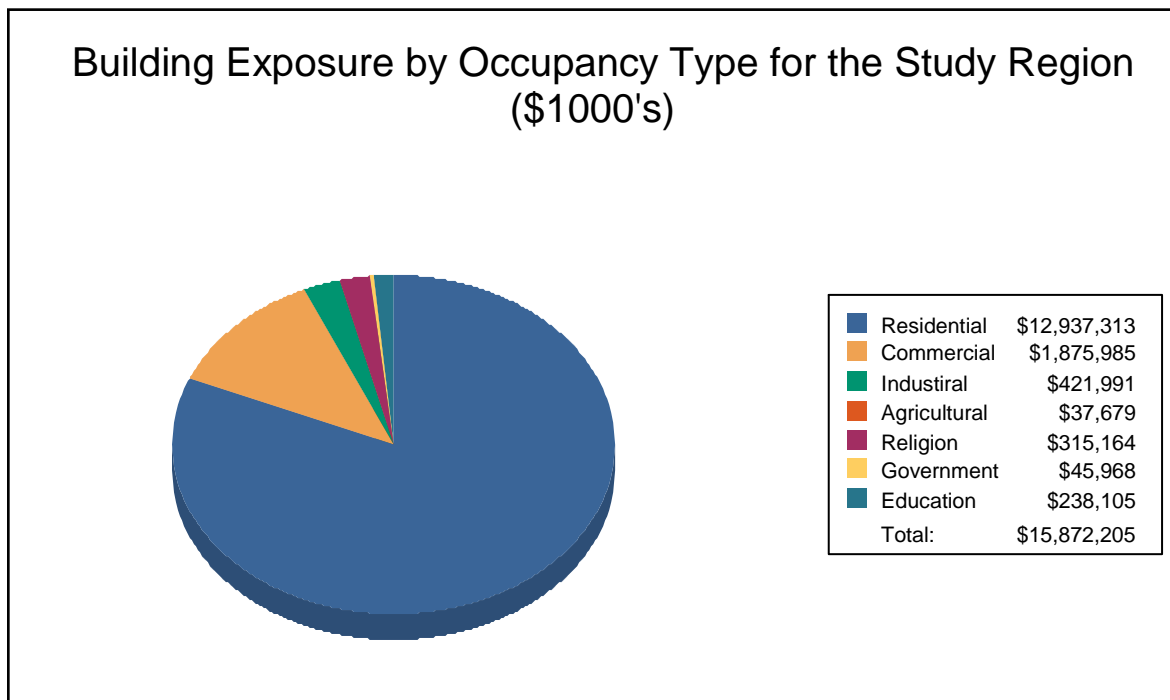
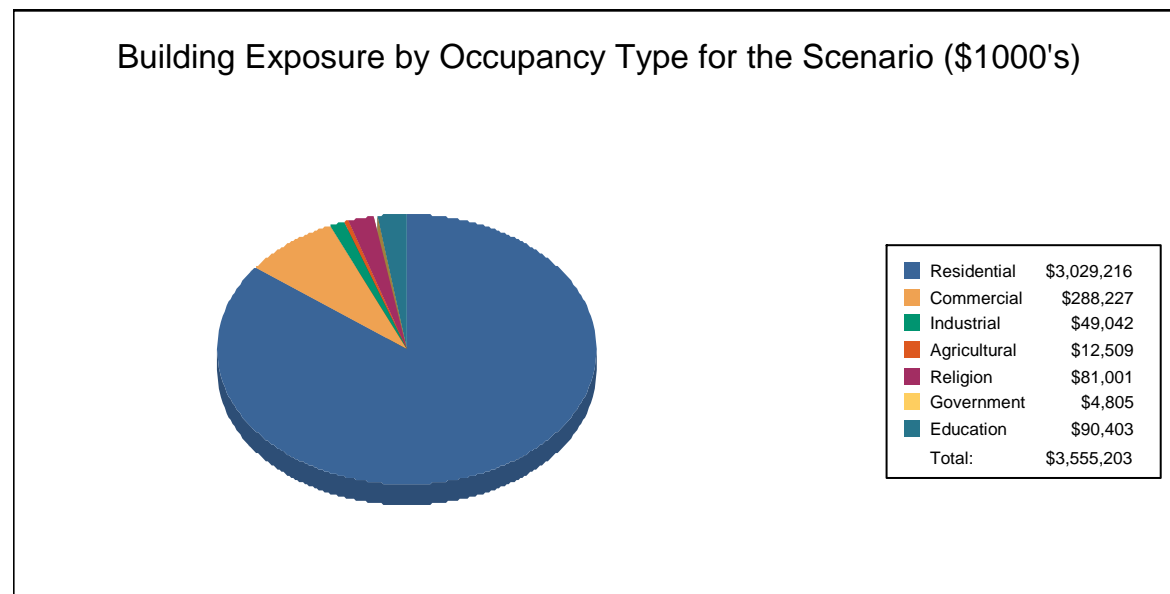




Table 2
Building Exposure by Occupancy Type for the Scenario

Occupancy	Exposure (\$1000)	Percent of Total
Commercial	288,227	85.2%
Industrial	49,042	1.4%
Agricultural	12,509	0.4%
Religion	81,001	2.3%
Government	4,805	0.1%
Education	90,403	2.5%
Residential	3,029,216	85.2%
Total	3,555,203	100%



Essential Facility Inventory

For essential facilities, there are 1 hospitals in the region with a total bed capacity of 179 beds. There are 42 schools, 2 fire stations, 4 police stations and no emergency operation centers.

Building Damage

General Building Stock Damage

Hazus estimates that about 1,087 buildings will be at least moderately damaged. This is over 14% of the total number of buildings in the scenario. There are an estimated 713 buildings that will be completely destroyed. The definition of the 'damage states' is provided in the Hazus Flood Technical Manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 summarizes the expected damage by general building type.

Total Economic Loss (1 dot = \$300K) Overview Map

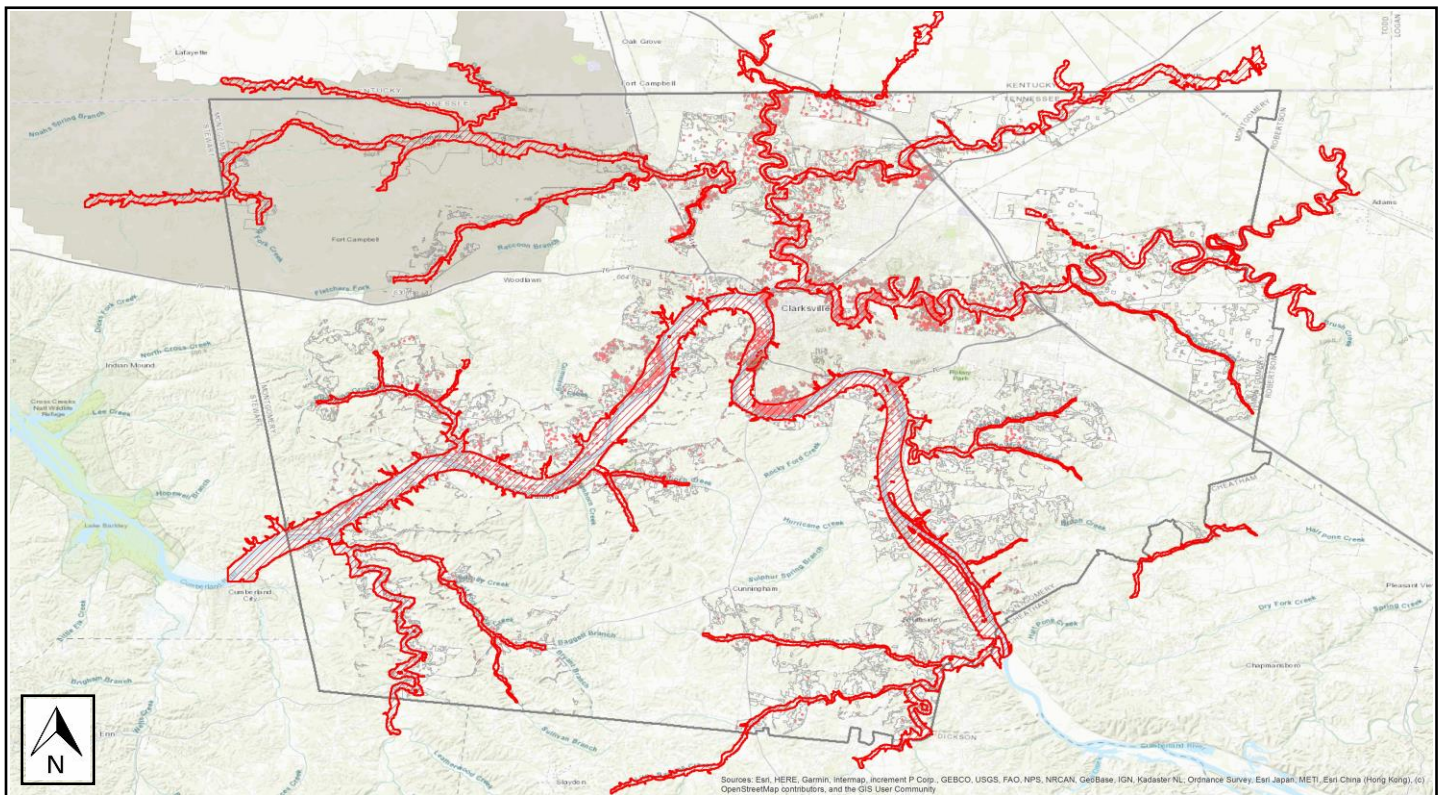
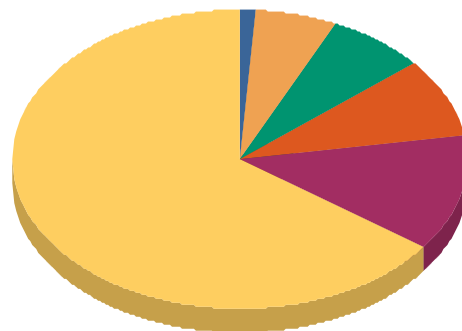




Table 3: Expected Building Damage by Occupancy

	1-10		11-20		21-30		31-40		41-50		>50	
Occupancy	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Agriculture	0	0	0	0	0	0	0	0	0	0	0	0
Commercial	0	0	0	0	1	25	1	25	0	0	2	50
Education	0	0	1	100	0	0	0	0	0	0	0	0
Government	0	0	1	100	0	0	0	0	0	0	0	0
Industrial	0	0	0	0	0	0	0	0	0	0	0	0
Religion	0	0	2	100	0	0	0	0	0	0	0	0
Residential	12	1	60	5	75	7	94	9	139	13	711	65
Total	12		64		76		95		139		713	

Counts By Damage Level



Damage Level 1-10	12
Damage Level 11-20	64
Damage Level 21-30	76
Damage Level 31-40	95
Damage Level 41-50	139
Damage Level >50	713
Total:	1099



Table 4: Expected Building Damage by Building Type

Building	1-10		11-20		21-30		31-40		41-50		>50	
Type	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Concrete	0	0	0	0	0	0	0	0	0	0	0	0
ManufHousing	0	0	0	0	0	0	0	0	0	0	29	100
Masonry	0	0	4	5	4	5	6	8	7	9	56	73
Steel	0	0	1	50	0	0	0	0	0	0	1	50
Wood	12	1	59	6	72	7	90	9	132	13	637	64



Essential Facility Damage

Before the flood analyzed in this scenario, the region had 179 hospital beds available for use. On the day of the scenario flood event, the model estimates that 179 hospital beds are available in the region.

Table 5: Expected Damage to Essential Facilities

Classification	Total	# Facilities		
		At Least Moderate	At Least Substantial	Loss of Use
Emergency Operation Centers	0	0	0	0
Fire Stations	2	0	0	0
Hospitals	1	0	0	0
Police Stations	4	0	0	0
Schools	42	0	0	0

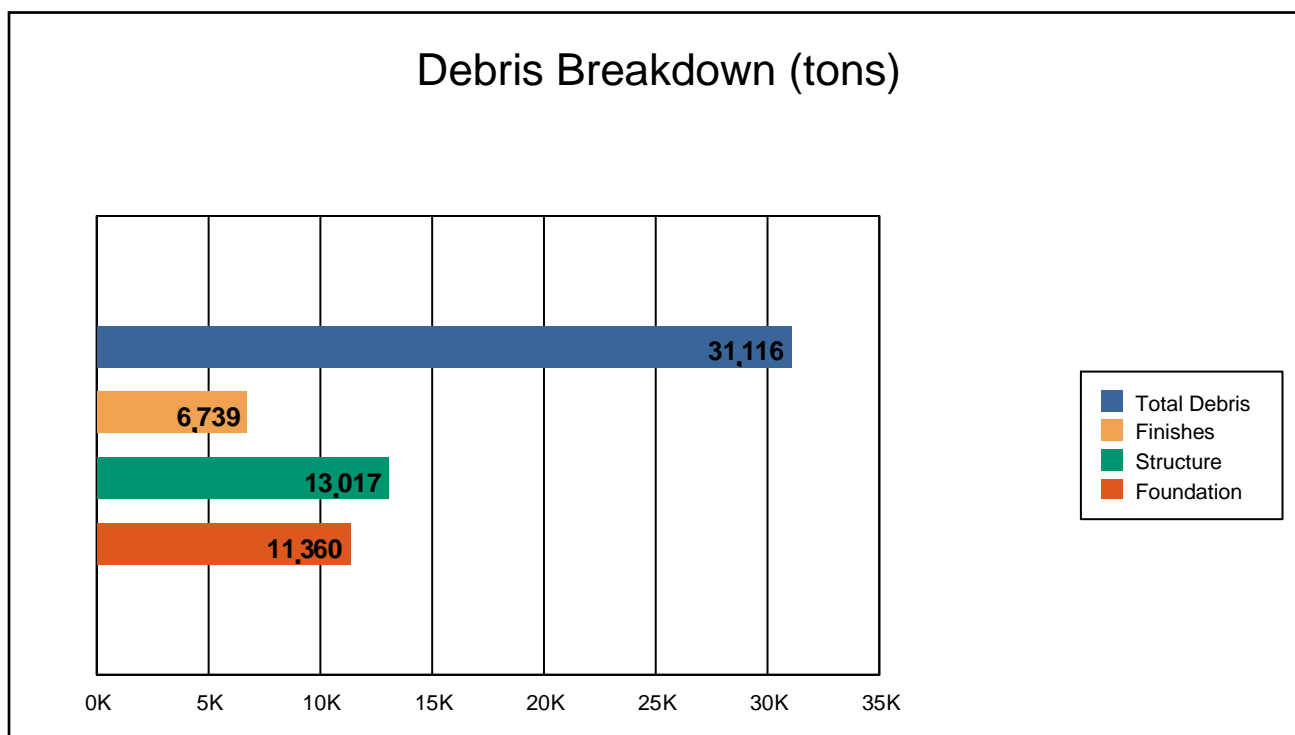
If this report displays all zeros or is blank, two possibilities can explain this.

- (1) None of your facilities were flooded. This can be checked by mapping the inventory data on the depth grid.
- (2) The analysis was not run. This can be tested by checking the run box on the Analysis Menu and seeing if a message box asks you to replace the existing results.

Induced Flood Damage

Debris Generation

Hazus estimates the amount of debris that will be generated by the flood. The model breaks debris into three general categories: 1) Finishes (dry wall, insulation, etc.), 2) Structural (wood, brick, etc.) and 3) Foundations (concrete slab, concrete block, rebar, etc.). This distinction is made because of the different types of material handling equipment required to handle the debris.

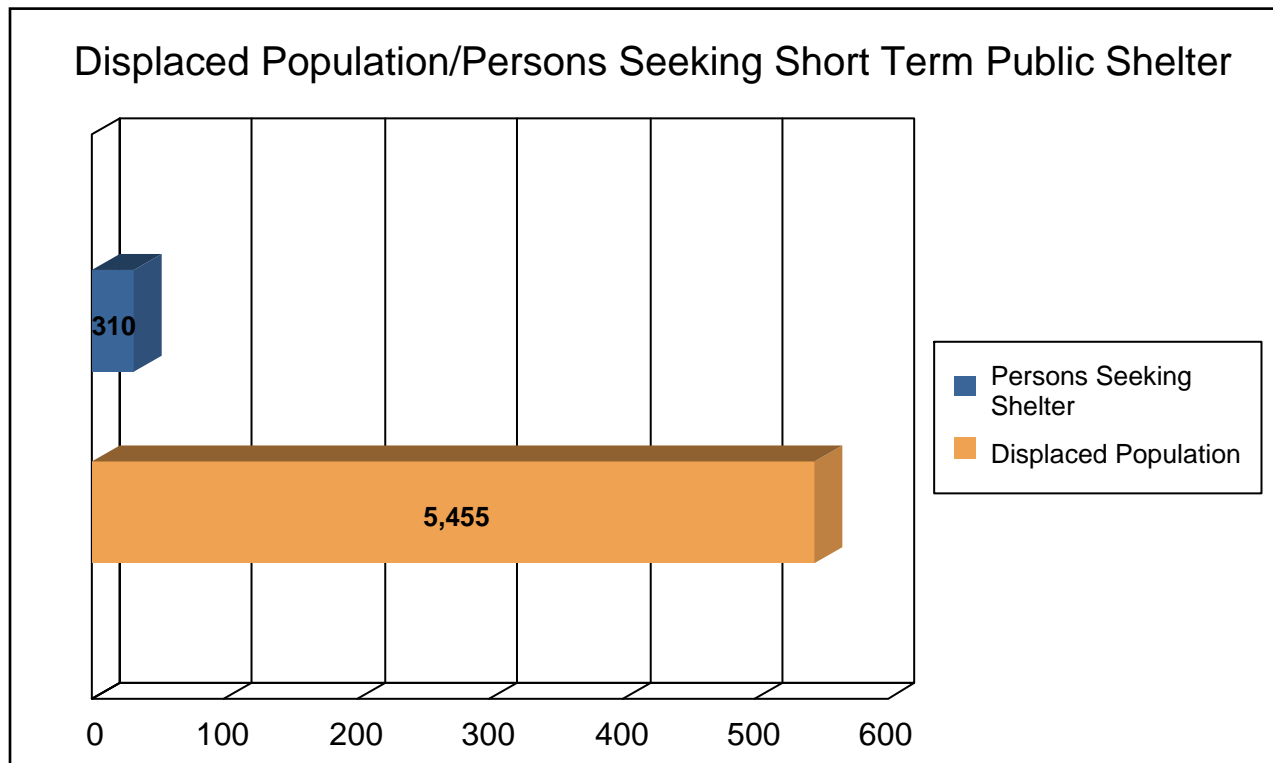


The model estimates that a total of 31,116 tons of debris will be generated. Of the total amount, Finishes comprises 22% of the total, Structure comprises 42% of the total, and Foundation comprises 37%. If the debris tonnage is converted into an estimated number of truckloads, it will require 1245 truckloads (@25 tons/truck) to remove the debris generated by the flood.

Social Impact

Shelter Requirements

Hazus estimates the number of households that are expected to be displaced from their homes due to the flood and the associated potential evacuation. Hazus also estimates those displaced people that will require accommodations in temporary public shelters. The model estimates 1,818 households (or 5,455 of people) will be displaced due to the flood. Displacement includes households evacuated from within or very near to the inundated area. Of these, 310 people (out of a total population of 172,331) will seek temporary shelter in public shelters.





Economic Loss

The total economic loss estimated for the flood is 691.94 million dollars, which represents 19.46 % of the total replacement value of the scenario buildings.

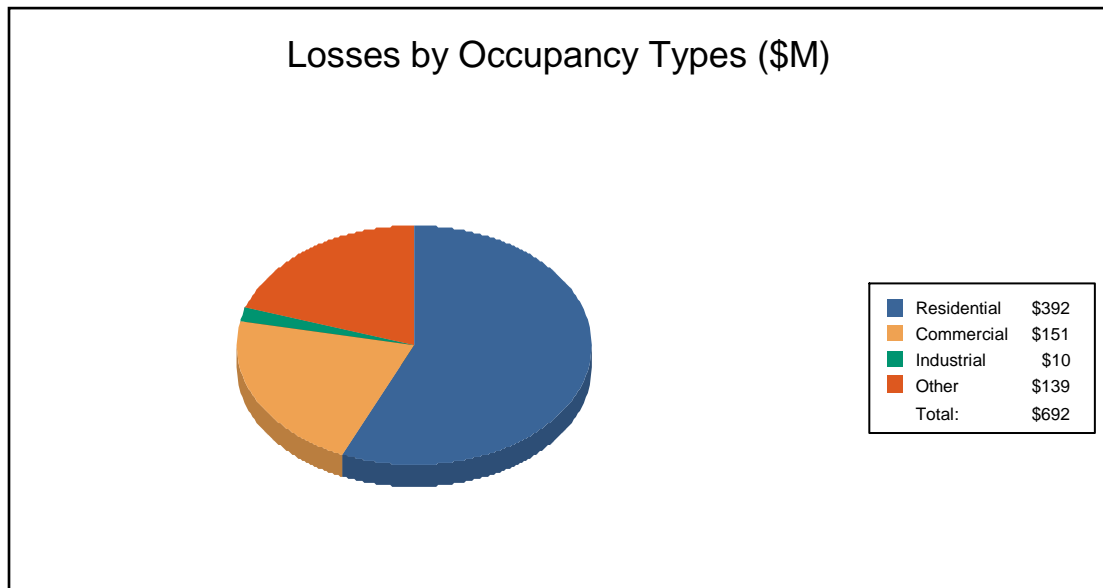
Building-Related Losses

The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the flood. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the flood.

The total building-related losses were 488.84 million dollars. 29% of the estimated losses were related to the business interruption of the region. The residential occupancies made up 56.61% of the total loss. Table 6 below provides a summary of the losses associated with the building damage.

Table 6: Building-Related Economic Loss Estimates
(Millions of dollars)

Category	Area	Residential	Commercial	Industrial	Others	Total
<u>Building Loss</u>						
	Building	224.16	25.57	3.51	23.78	277.02
	Content	108.91	47.61	5.54	47.38	209.44
	Inventory	0.00	1.44	0.80	0.15	2.39
	Subtotal	333.07	74.63	9.85	71.30	488.84
<u>Business Interruption</u>						
	Income	0.37	31.15	0.23	16.91	48.66
	Relocation	43.07	7.15	0.10	7.86	58.18
	Rental Income	14.36	5.49	0.02	0.64	20.52
	Wage	0.87	32.56	0.21	42.12	75.75
	Subtotal	58.66	76.35	0.56	67.53	203.10
	Total	391.73	150.98	10.41	138.83	691.94



3.1.5 Mitigation Approaches

Mitigation options for flooding are of several forms. Flood control structures on the Cumberland demonstrate the effectiveness of major, long-term flood control measures. On a smaller, community basis however, the economics of such efforts do not have an apparent, similar cost-benefit. It is easier to control and restrict the use of the land in flood prone areas than it is to build and maintain dams and levees.

Warning signage, both of permanent and temporary nature in areas subject to runoff flooding have been and continue to be utilized to advise vehicle operators to be alert for flood conditions and standing water in roadways. Placement of such signage is predicated upon years of experience and identification of flood prone areas, whether adjacent to riverine areas or in impoundment areas on “high ground.”

Social media is being used more often now as an additional tool to get information out to the public in a timely manner. County and local governments use media outlets and also have websites, Facebook, and Twitter accounts that send out updates as needed to assist in community awareness.

Continuous improvement in weather forecasting and local alerts and advisories via mass media (radio, cable, and broadcast television) has given local residents improved opportunity for watchfulness and personal planning. Special NOAA radio receivers are available to receive not only weather watches and warnings for the community as well as routine weather information from the National Weather Service Emergency Broadcasting System, but also all-hazards notifications. In 2004 the city installed an outdoor early warning system in large outdoor assembly areas (major parks and school stadiums) with voice advisories having the capability of giving advance warning of potential flood and flash flood conditions, as well as any other impending hazard. Driven by the National Weather Service information system with automated USGS stream gauging system data, anticipated flash flood warnings are available around the clock.

Land use planning conducted via the Clarksville-Montgomery County Regional Planning Commission, the City of Clarksville building and Codes, the Montgomery County Building and Codes Storm Water Division, flood



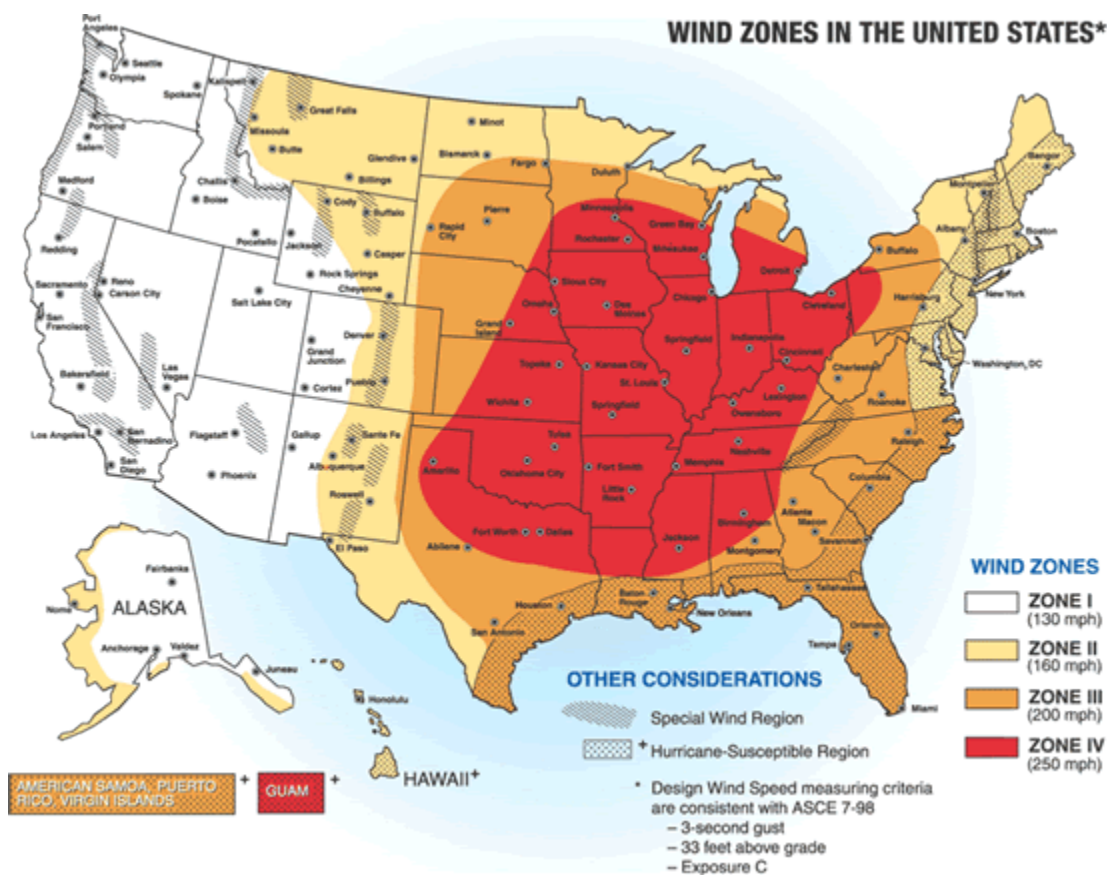
plain mapping, and cooperative efforts from the risk management industry assure that proactive efforts to reduce or eliminate damage from flood events in our populated areas are aggressively pursued.

Rigorous zoning and permit enforcement by both city and county, and compliance with floodway management regulations are not only cost efficient, but they also contribute to maintenance of nature's handiwork. Both county and city permit issuance practices contribute to reduction of the potential for flood hazard damage. All county and city planning and permitting actions are analyzed to ensure that when permits are issued they will be in compliance with NFIP standards. Any flood mitigation projects will be prioritized based on a benefit-cost analysis to maximize the benefits of each project based on the cost associated with it.

Other options available to mitigate damage from flood events include elevation of structures in flood prone areas. New construction requires such measures and both city and county permitting and codes enforcement units ensure this is the case. Elevation of existing structures in flood areas can alleviate the potential for flood event damage. Relocation of structures or acquisition and demolition of subject areas and converting the areas into permanent public greenways, parks, and public use facilities are other options. Currently, there are no projects waiting in this category.

3.2 Tornado/High Wind Hazards

Montgomery County (Including the City of Clarksville and the Clarksville-Montgomery County School System) is located just northwest of Nashville, Tennessee on the Kentucky/Tennessee border. This places us in Zone IV (highest level) of the FEMA Design Wind Speed Map for structural design of community shelters, as shown below.



FEMA Library, https://www.fema.gov/pdf/library/ism2_s1.pdf Retrieved November 5, 2019

Climatology records (<http://www.ncdc.noaa.gov/stormevents>) indicate 31 tornadoes have been recorded in Montgomery County (Including the City of Clarksville, and The Clarksville-Montgomery County School System) since November 18, 1957. Of these tornadoes, 8 were graded EF0 (F0), 15 were EF1 (F1), 5 were EF2 (F2), 2 were EF3 (F3) and 1 was an EF4 (F4). The total damage from these events is 86.213 million dollars.

The most recent tornadoes that struck Montgomery County on February 24, 2018 caused \$8 million worth of damages. These two tornadoes struck within minutes from each other producing an EF2 and EF1 tornado.

Four EF1 tornadoes struck on the same day on May 2, 2008 causing \$145,000 damage in the county and the city.



The January 22, 1999 EF3 (F3) tornado that struck downtown Clarksville and areas within Montgomery County produced 72.7 million dollars in damages.

Fujita Scale		Enhanced Fujita Scale*	
		* In use since 2007	
F-0	40–72 mph winds	EF-0	65–85 mph winds
F-1	73–112 mph	EF-1	86–110 mph
F-2	113–157 mph	EF-2	111–135 mph
F-3	158–206 mph	EF-3	136–165 mph
F-4	207–260 mph	EF-4	166–200 mph
F-5	261–318 mph	EF-5	>200 mph

Complete Tornado, <https://www.teamcomplete.com/tornado/> Retrieved November 5, 2019

Note: Updated tornado history is transcribed under the Enhanced Fujita Scale from the decommissioned Fujita Scale that when into effect on February 1, 2007. The May 2, 2008 tornadoes were the first ones that were classified with the enhanced fujita scale. The EF5 tornado would be the worst case scenario for all three jurisdictions.

A graphical plot of the locations of tornadoes which have struck the county shows that the preponderance of the events have been located in the southern half of the county (it should be noted that the amount of damage in the southern half of the county comprises a very small percentage of the damage from these tornadoes due to the rural nature of the area and less dense industrial concentration. Storms with damaging winds showed no preponderance to any particular area.

From July 1, 2005 through July 31, 2019, the County (Including the City of Clarksville, and The Clarksville-Montgomery County School System) experienced 144 severe thunderstorm and high wind events, with cumulative damage estimated at \$1,736,000.00. It is believed that tornadoes or severe wind damage in the rural and sometimes rugged southern sections of the county may have gone unreported until the early 1980's when the county began to experience a building boom. Longtime residents of these areas support this supposition.

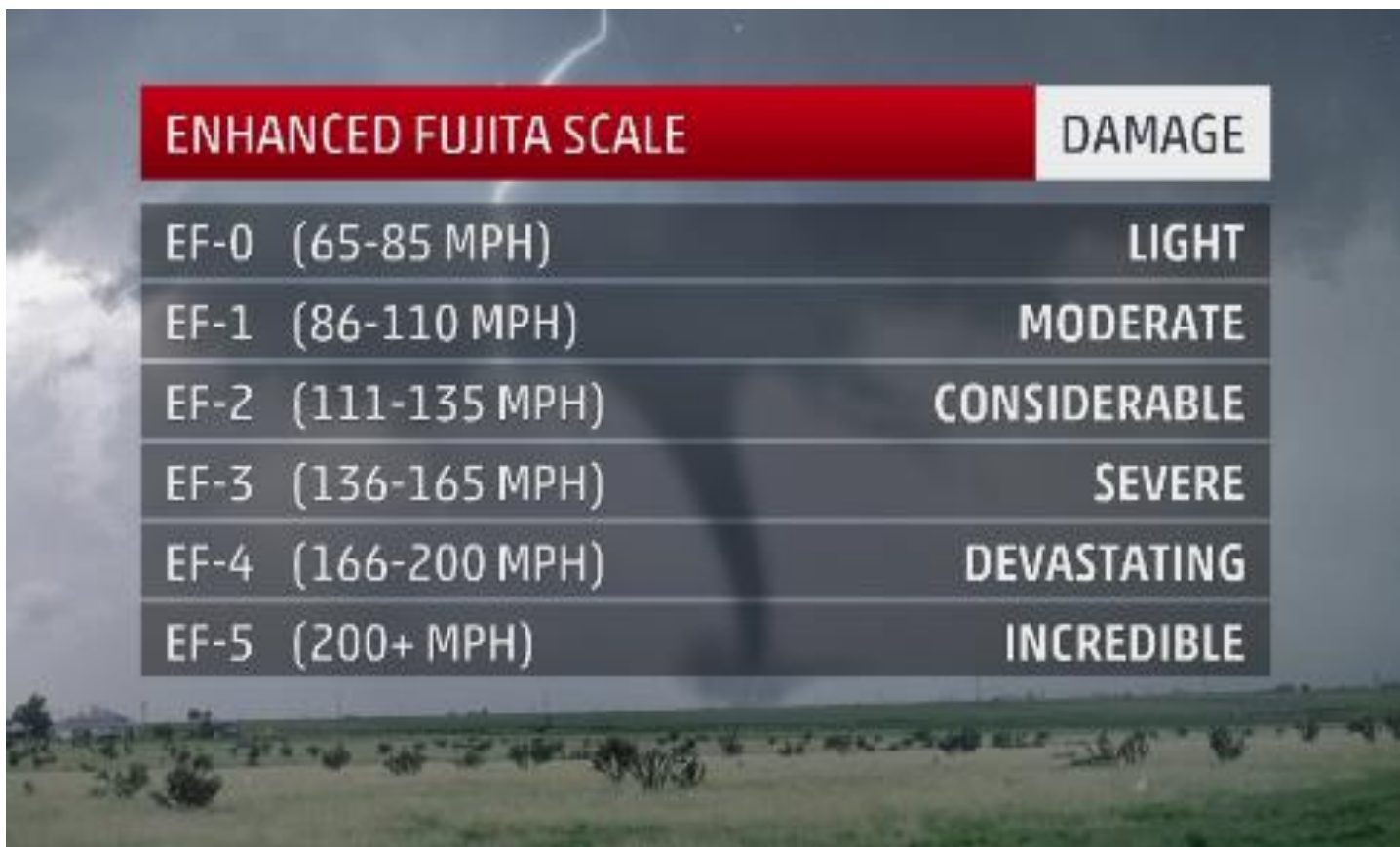
Update: The most recent High Wind Storm with winds of 60 mph occurred on October 26, 2019 causing excessive amounts of damage throughout Montgomery County and several other counties. The storm left thousands without power for nearly a week and caused over 90 households to evacuate their destroyed homes. Over 600 houses, including mobile homes and the Clarksville Regional Airport were damaged on a scale of destroyed to minor. The initial costs to restore power across the county was estimated between \$3-4 million. Total costs of damage are still being worked, as well as the debris removal is still in process.

3.2.1 Probability and Frequency

Based on the historical data, damaging wind storms can be expected to occur nine times annually within the jurisdictions. The most "active" season for damaging winds is the May-June-July period, with the peak occurring during June.

Local tornado events, based upon historical frequency over the past 62 years of recorded events, leads to a prediction of a tornado in the county on the average of once each 3.1 years. However, in some years and even on some dates (such as May 5, 2008 and February 24, 2018) multiple occurrences occur.

Enhanced Fujita Scale



ENHANCED FUJITA SCALE		DAMAGE
EF-0	(65-85 MPH)	LIGHT
EF-1	(86-110 MPH)	MODERATE
EF-2	(111-135 MPH)	CONSIDERABLE
EF-3	(136-165 MPH)	SEVERE
EF-4	(166-200 MPH)	DEVASTATING
EF-5	(200+ MPH)	INCREDIBLE

*** **IMPORTANT NOTE ABOUT ENHANCED F-SCALE WINDS:** *The Enhanced F-scale still is a set of wind estimates (not measurements) based on damage.* Its uses three-second gusts estimated at the point of damage based on a judgment of 8 levels of damage to 28 indicators. These estimates vary with height and exposure. **Important:** The 3 second gust is not the same wind as in standard surface observations. Standard measurements are taken by weather stations in open exposures, using a directly measured, "one minute mile" speed.

Montgomery County, TN- High Wind Storm Damage (October 26, 2019)



Photos provided by Montgomery County Emergency Management Agency





Photos provided by Montgomery County Emergency Management Agency



Montgomery County, TN- Tornado Damage (February 24, 2018)



Photos provided by Montgomery County Emergency Management Agency





Photos provided by Montgomery County Emergency Management Agency

3.2.2 Exposure and Impact

As the county (Including The City of Clarksville, and The Clarksville-Montgomery County School System) becomes more urbanized and more subdivisions are developed, the “windbreaks” planted or that occurred naturally have been replaced by rows of residential structures. The mature, aging trees which are left in place often are more susceptible to damage from winds without the partial protection from brush and smaller trees.

A second factor contributing to damage from wind events is the widespread use of mobile homes. Data shows that the rate of loss for residential structures is twice as high for mobile homes as it is for site-built homes. Residents of mobile homes are at greater risk since these homes do not withstand high wind speeds as well as permanent, site-built structures due to the nature of their construction, and antiquated anchoring methods. Hurricane proof anchoring systems have been developed, but a tiny percentage of local mobile homes have had this technique applied.

The extent of damage based on The Enhanced Fujita - Scale and EF5 tornado would be the worst case scenario for all three jurisdictions.

3.2.3 Consequences

The damage from a tornado or severe thunderstorm varies from trees in roadways to entire homes demolished. They can leave a community without power and interrupt other utilities.

During the 1999 F3 tornado which hit all three jurisdictions, buildings were ripped from their foundations causing gas and water lines to break and leak. This added another element to an already hazardous situation.



The impact of these storms or tornadoes on people's lives must also be taken into account, in addition to the destruction of buildings and infrastructure. The 2018 EF2 and EF1 tornadoes that struck Montgomery County minutes apart didn't cause any deaths, but there were two injuries reported. The 2002 F1 tornado caused the deaths of two citizens who resided in a mobile home. During the 1999 F3 tornado there were no deaths, but 5 minor injuries. The preponderance of mobile homes in some areas of Montgomery County could prove to be deadly if a tornado or severe storm were to strike.

3.2.4 Loss Estimation

Tornado/Wind Storm Extent – The severity of Tornadoes in Montgomery County is measured by historical events and current population and building trends. Based on previous occurrences, it is possible for the extent of a tornado to reach the EF-4/5 scale. An EF-5 tornado following the same storm path as the January 1999 F-3 tornado during normal business hours or a weekend using current growth trends in commercial, residential, and industrial buildings could be catastrophic in damage and fatalities.

Tornadoes which have occurred over the last few years have caused property damage ranging from \$15,000 to the central city devastation at \$8 million. Our history of damage from the smaller tornados has averaged \$185,000 per event. Severe thunderstorm events in the past 14 years have caused average per event damage over \$13,000. All tornadoes and storms have caused damage such as downed trees, power lines, and debris covering roadways. Overtime and equipment costs were incurred during the clean-up of these items.

Loss estimations in terms of vulnerability to damage from tornados and wind storms are virtually impossible to classify based on any type of scale such as the hundred year flood plain that limits the scope of damage to a predictable geographic location, along with a known amount of buildings, critical facilities, and transportation and utilities within that geographic area.

The only damage values that are reliable are the cost of replacement or repair of private property and government facilities/infrastructure after the event. For the purpose of planning for a worst case scenario the mitigation team determined that using the 30% estimate of damage for an event would be a plausible worse case destruction scenario.

HAZUS MH information summarized in the following paragraphs for buildings, critical facility, and transportation and utility lifeline inventory was used as a basis to define worst case scenario replacement values as our loss estimation.

Building Inventory

Building Inventory

HAZUS estimates that there are 62,303 buildings in the study region with an aggregate total replacement value of \$15,872 million. Building construction types found in the region are 64% wood frame construction. The remaining percentage is distributed between the other general building types.

30% of 62,303 buildings is 18,690.9

30% of the \$15,872 million replacement value would be \$4,761,600 million

Building stock – Throughout the county many buildings and the majority of the infrastructure networks can be vulnerable to tornado impacts. Montgomery County's building stock can be broken down to the following



percentage categories based on the HAZUS information provided by the state mitigation section: 81.5% Residential, 11.8% Commercial, 2.7% Industrial, 0.2% Agricultural, 2.0% Religion, 0.3% Government, and 1.5% Education.

3.2.5 Mitigation Approaches

Three predominant strategies exist as key measures for mitigating life and property losses associated with wind events. The first is regulatory in nature and includes land use planning and zoning -- including reduction of building density -- and the subsequent adoption, enforcement and compliance of appropriate codes to assure that construction standards resistant to thunderstorm winds, wind shear, and tornadic events are in place.

Montgomery County has adopted the 2009 International Code Council Building Codes on September 12, 2011. These codes require buildings to be designed and built to withstand wind speeds of 90 MPH.

Second, is an aggressive public awareness program of the dangers of wind hazards and the self-help options available to home owners to reduce their vulnerability and the possibility of damage to their personal property, as well as other information resources that are available to the public in the form of storm tracking and weather advisories. The electronic siren/warning system project developed by the city with TEMA assistance augments public awareness of impending destructive storm watches and warnings.

The third approach is the design and construction of shelters, whether personal or community shelters, for protection from wind events. Unfortunately, even with recent events involving fatalities, public outreach and education, the community is generally uninformed about tornado and strong wind protection.

There is little difference in the mitigation approaches for tornado events and severe wind events. Of primary consideration is the insistence upon quality construction practices and an aware, informed population.



3.3 Winter Storm Hazards

Montgomery County (Including the City of Clarksville and The Clarksville-Montgomery County School System) generally has mild winters but property damaging winter storms do occur. Much of this can be attributed to our location on the Northern border of Tennessee and the proximity to one of the major jet streams of the United States which carries arctic air southward into the United States.

3.3.1 Probability and Frequency

From January 1, 2015 through January 15, 2018, Montgomery County has experienced 6 significant snow and ice events. Some years multiple storms hit while some have none. An average of one major winter storm per year can be expected.

The most recent winter storm occurred on January 15, 2018 with reports indicating 3-6 inches of snow fall throughout Montgomery County. The temperatures dropped into the single digits and even below zero in some areas. It led to snow and ice lingering on the roadways for several days. Schools were closed, as well as city offices due to the snow on the roads and road closures due to accidents. There were no injuries or deaths reported.

On January 21, 2016 freezing rain changed to snow with Montgomery County accumulating nearly 5-8 inches of snow over a duration of 3 days long. Temperatures remained below freezing, causing ice to surface on roads, power lines and trees. There were several vehicle accidents and power outages throughout the county. There were no injuries or deaths reported. However, the damages of this storm estimated at \$10,000.

3.3.2 Exposure and Impact

Due to the nature of this hazard the entire County is exposed to this hazard, including the City of Clarksville, and the Clarksville-Montgomery County School System.

The following is the terminology used by the National Weather Service to classify the strength/hazard potential of winter weather.

Winter Weather Advisory- It is expected to create hazardous or restricted travel conditions, but not as severe as expected with a winter storm.

Winter Storm Watch- A significant winter storm may affect your area, but its occurrence, location, and timing are still uncertain. A winter storm watch is issued to provide 12 to 36 hour's notice of the possibility of severe winter weather.

Winter Storm Warning- A warning is used for winter weather conditions posing a threat to life and property.

The extent of damage using the weather terminology classification as a damage scale with a Winter Weather Advisory equals the low end of the scale and high equals a Winter Storm Warning. The Winter Storm Warning would be the worst case scenario for all three jurisdictions.



Besides the obvious impact of ice and snow there is often the problem of accompanying high winds that causes drifting and later, flooding once melting begins. Areas prone to flooding are then inundated with the melt off from the remaining snow and ice.

3.3.3 Consequences

Loss of utilities is not unusual during these winter storms. Common causes are falling trees and large branches from the weight of the snow and ice, frozen pipes, and ice accumulation on overhead utility lines. Repair crews are slowed by road conditions as the Street and Highway Departments work to clear the roadways.

Transportation also becomes a problem during these storms. The general public is unable to operate as they normally do thereby causing a negative impact on the local economy due to their being unable to report to work and inability to go about their normal business.

Due to the distances traveled by salt trucks and snowplows significant time is added to getting roads cleared or treated and reopened. Experiments with temporary stockpiling salt in some school parking lots with impending storm announcements have proven to be useful if the storm hits as predicted.

Response times of emergency services are also affected by these storms. Response times are extended due to road conditions and the danger of running emergency traffic is multiplied many times over.

3.3.4 Loss Estimation

Winter Storm Extent – The severity of Winter Storms in Montgomery County is measured by historical events and current population and building trends. Based on previous occurrences, it is possible for the extent of an event to exceed 6 inches of sleet and ice in a single storm. There have been snow fall amounts exceeding 6 inch amounts several times in the past, but the impacts of snow alone are typically easier to recover from. An ice/sleet event on March 2, 2014 consisted of localized amounts of over 6-8 inches of sleet on top of freezing rain, followed by additional fresh snow. Temperatures remained in the twenties and teens for much of the next week which kept the ice and snow on the ground and on the streets. Road salt and brine were ineffective on ice with temperatures below 28 degrees Fahrenheit so some secondary roads and streets remained ice covered for nearly a week. The mixed precipitation caused significant problems road crews who could not keep the roads cleaned. Emergency services units in some cases could not even get out of their parking lots. Many units were stuck or damaged while on calls. Regular vehicle traffic ground to a halt, and multi-vehicle accidents were common. Current growth trends in commercial, residential, and industrial building locations will continue to strain current levels of equipment for winter road treatments and clearing.

Losses in utility operation and in transportation are difficult to estimate. Interruption of these services affects so many variables it is nearly impossible to calculate. Losses to commerce and industry can be substantial due to reduced workforce availability during and following the storms (i.e. – transportation difficulties) and possible utility losses (water, electricity, natural gas, etc.).

The historical 27 winter storms on record has caused property damage totaling \$290,000 plus uncalculated valuation of road and street crew overtime and equipment operation costs. Because our community is not plagued with numerous recurring winter storms annually, neither the city nor the county has extensive snow removal equipment inventories which does slow the removal process when heavy accumulations occur.



Loss estimations in terms of vulnerability to damage from winter storms are virtually impossible to classify based on any type of scale such as the hundred year flood plain that limits the scope of damage to a predictable geographic location, along with a known amount of buildings, critical facilities, and transportation and utilities within that geographic area. The only damage values that are reliable are the cost of replacement or repair of private property and government facilities / infrastructure after the event. For the purpose of planning for a worst case scenario the mitigation team determined that using the 30% estimate of damage for an event would be a plausible worse case destruction scenario

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Building stock – Throughout the county many buildings and the majority of the infrastructure networks can be vulnerable to winter storm impacts. Montgomery County’s building stock can be broken down to the following percentage categories based on the HAZUS information provided by the state mitigation section: 81.5% Residential, 11.8% Commercial, 2.7% Industrial, 0.2% Agricultural, 2.0% Religion, 0.3% Government, and 1.5% Education.

3.3.5 Mitigation Approaches

One mitigation approach for winter storm hazards is the adoption and enforcement of building codes and regulations designed to reduce losses in new and retrofit construction whether they be structures or utility infrastructure. Enforcing the building codes relative to snow loads and wind loads for the area would be a cornerstone of any mitigation for this hazard.

Another approach to address snow and ice removal during and after winter storms would be the construction of salt sheds throughout the county and city. This would significantly reduce the distances that these trucks currently travel for supplies thereby reducing the time available to clear the roads and streets. This would have the added benefit of reduced overtime and fuel costs during these storms.

3.4 Earthquake Hazards

No portion of the United States is immune from the potential for an earthquake hazard. Geologic hazard maps of Tennessee indicate that while no earthquakes of substance have occurred in the three jurisdictions, we would feel the results of events elsewhere such as the massive earthquakes of December 1811 – February 1812 in the New Madrid Seismic Zone, approximately 120-130 miles due west of Clarksville.

Different scales have been developed to measure seismic activity. The Richter Scale is used to measure magnitude and is reported in whole numbers and decimals ranging from 1 to 10. For example, a quake with a magnitude of 5.0 is classified as a moderate event. The major earthquakes of the New Madrid events are estimated to have ranged from magnitude of 7.0 to a magnitude of 8.6.

The effect on the earth's surface of an earthquake is called the intensity. This scale (the Modified Mercalli Intensity scale – MMI) is arranged in 12 different levels from imperceptible to catastrophic. The New Madrid quakes were estimated to be in the X to XII range. With an intensity of V, for example, nearly everyone would feel the quake, some dishes, and windows may be broken, and unstable objects would be overturned.

Geologic studies indicate that three jurisdictions appear to sit in the center of an “island” in relation to the surrounding regions which have faults. There is one small, inactive fault near the north edge of Montgomery County, and two other fault structures nearby. The largest is the Wells Creek Structure near the southwest corner of the county, and the other is a single fault line running southwest to northeast just north of Nashville. The fault lines in the Wells Creek site are resultant of a meteor impact.

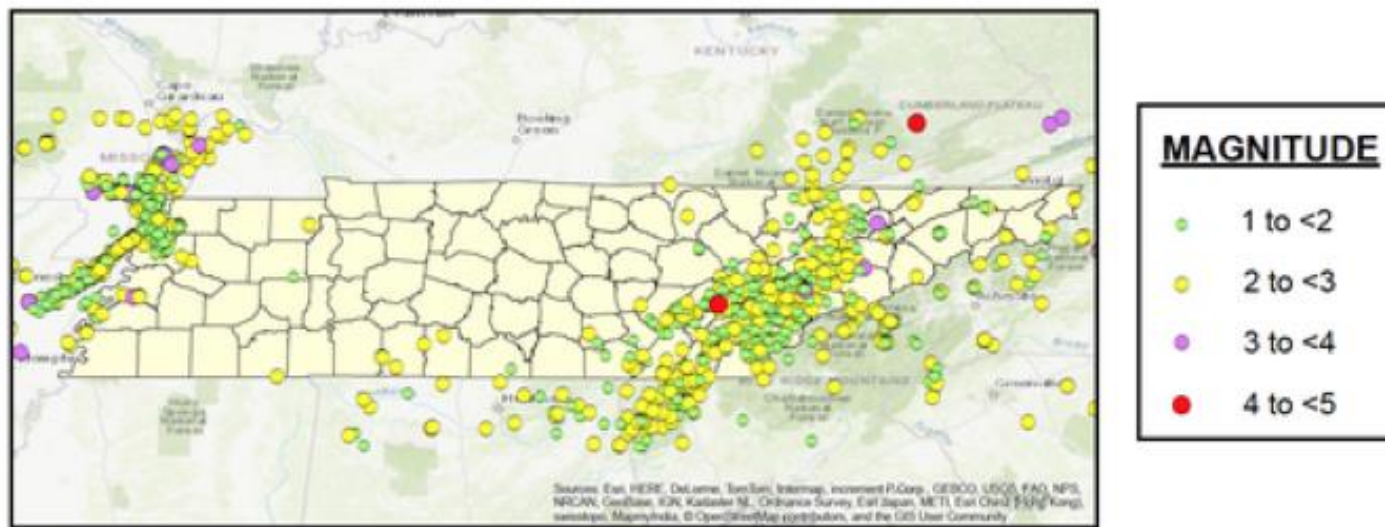


Figure 4-22: 2010-2018 Seismic Activities Throughout Tennessee
Source: USGS Advanced National Seismic System Earthquake Catalog

3.4.1 Probability and Frequency

A review of the mass of literature on the rate of occurrence of earthquakes in the Montgomery County (Including The City of Clarksville, and The Clarksville-Montgomery County School System) area shows little evidence that we can “look forward” to such an event centered here, although historical records indicate that



Clarksville was at the epicenter of a small earthquake on April 3, 1924, with a Mercalli rating of III-IV. People indoors may have felt this event, while most who were outside may not have even noticed it. The greatest likelihood of an event that might impact the county is a recurrence of a major event in the New Madrid Seismic Zone, rather than a new event in our own community.

There is broad agreement in the scientific community that a continuing concern exists for a major destructive earthquake in the New Madrid seismic zone. There are published reports based on GPS instruments with results of geodetic measurements of strain in the Earth's crust that indicated the New Madrid seismic zone may be shutting down. A USGS workshop of experts convened in 2006 to evaluate the latest findings of earthquake hazards in the Eastern United States. The experts did not find the GPS data to be a convincing reason to lower the assessment of earthquake hazard in the New Madrid region, especially in light of the many other types of data that are used to construct hazard assessments. Based on (USGS Fact Sheet 2009-3071) Based on this history of past earthquakes, the USGS estimates the chance of having an earthquake similar to one of the 1811–12 sequence in the next 50 years is about 7 to 10 percent, and the chance of having a magnitude 6 or larger earthquake in 50 years is 25 to 40 percent. (USGS Fact Sheet 2009-3071)

A debate has swirled in recent years, fueled in part by past studies suggesting that continuing New Madrid seismic activity could be the tail end of a long-lived aftershock sequence following the 1811-1812 earthquakes. If modern activity is an aftershock sequence, the argument goes, then there is no evidence that stress is currently building in the zone. Instead, Page and Hough conclude that the current level of activity must be the signature of active, ongoing processes that continue to generate stress in the region –stress that we expect will eventually be released in future large earthquakes. In other words, the New Madrid Seismic Zone is not dead.

Excerpt from “The New Madrid Seismic zone: Not Dead Yet,” from the journal “Science” found on the USGS website.

3.4.2 Exposure and Impact

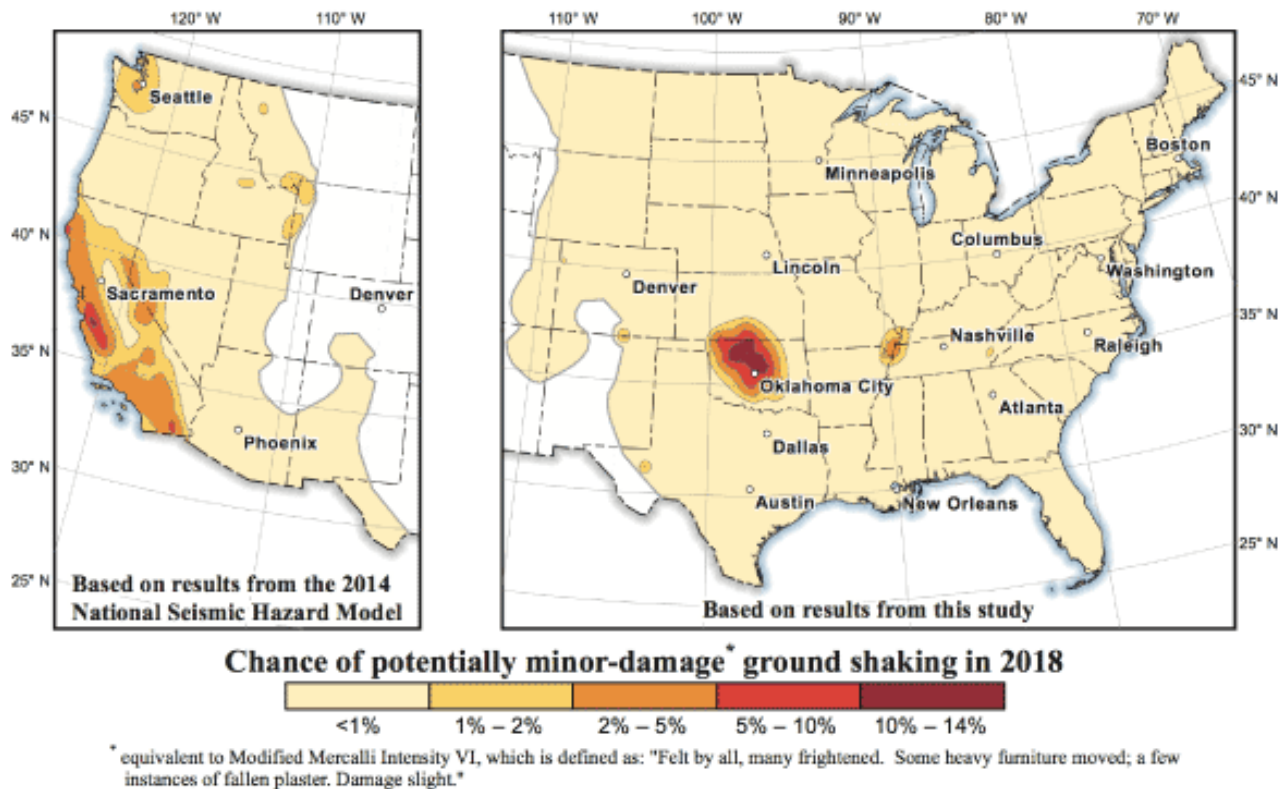
The New Madrid events of the early 1800s saw little if any damage to property, primarily because the area was not heavily populated. St. Louis, for example, was just a small frontier settlement at the time, and there was virtually no development beyond the settlement/village in any part of the territory. Today, however, a repetition of the New Madrid, or a new event nearby, would have much different consequences.

The extent of damage using the Richter Scale of 1-10 would indicate that 7.0 would be the worst case scenario based on current hazard maps for all three jurisdictions. In reality the damage caused to the multi-state regional transportation, electrical, and emergency response infrastructure alone by an earthquake of magnitude 8 along the New Madrid Fault could cause catastrophic consequences.

The seismic hazard in central United States is relatively low due to the infrequency of large magnitude earthquakes. However, the seismic risk is considerable due in part to the lower attenuation of soil and rock in this region, the sometimes inadequate enforcement of seismic building codes, and the lack of earthquake preparedness.

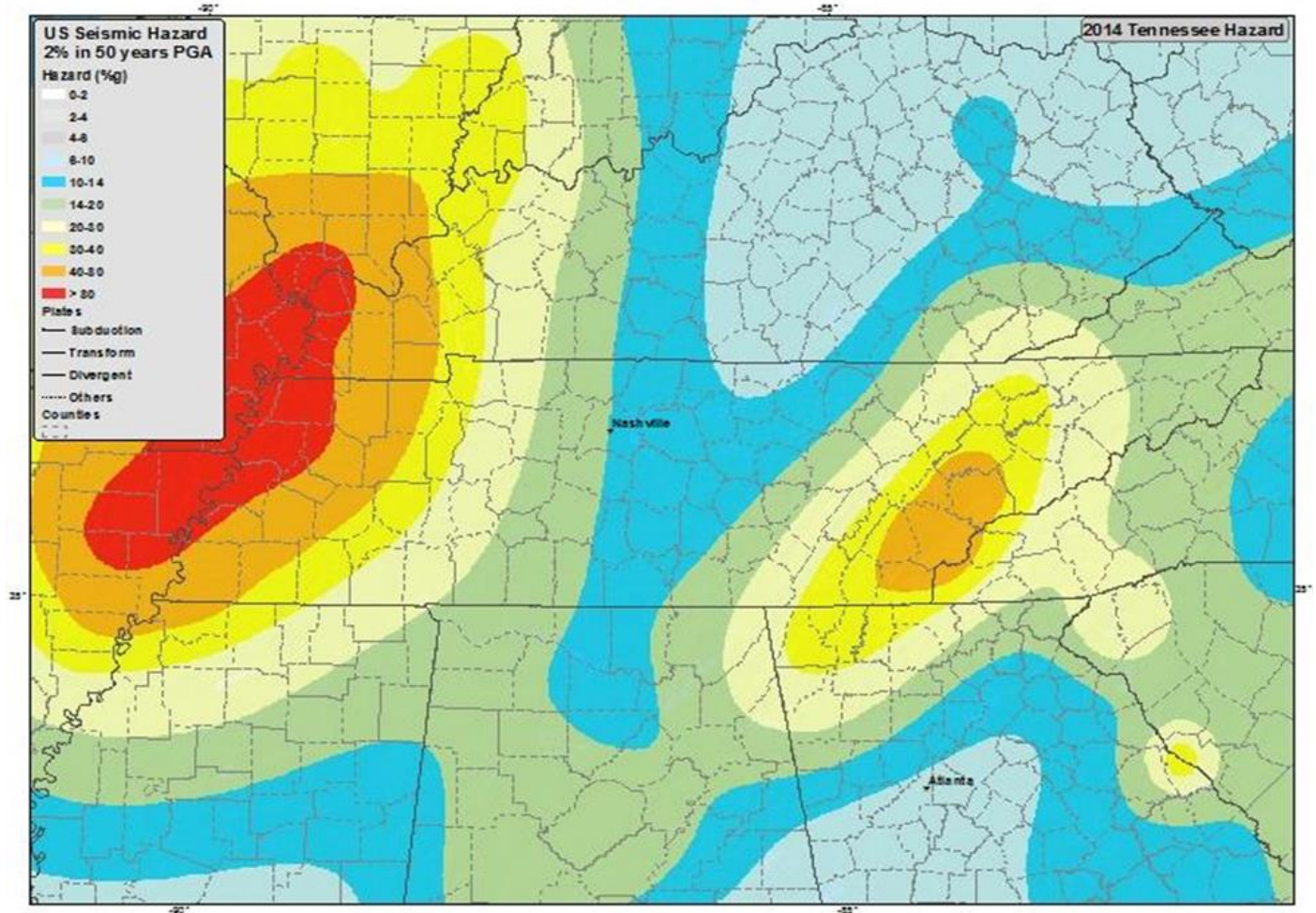
What makes an event here different from the West Coast is that the Mississippi basin faults are buried under sedimentary deposits as much as a mile deep allowing seismic waves to travel up to 20 times further than in California which has firm rock sub-soil strata.

The map below shows the chance of damage from an earthquake in the Central and Eastern United States during 2018. Percent chances are represented as follows: pale yellow, less than 1 percent; dark yellow, 1 to 2 percent; orange, 2 to 5 percent; red, 5 to 10 percent; dark red, 10 to 12 percent.



Montgomery County (Including The City of Clarksville and the Clarksville-Montgomery County School System) is located in a seismic risk zone classified by the United States Geological Survey as being at Medium Risk from a New Madrid earthquake. The Geological Survey's National Seismic Hazard Mapping Project places most of the county in the 8% to 16% Peak Acceleration boundary zones, while the extreme western portion of the County is in the 16% to 24% zone.

2014 Seismic Hazard Map-Tennessee



To consider the potential impact of an earthquake to be negligible would be foolhardy, if simply based upon the premise that it has never happened in the past. Whether the county is located in a minimal risk zone or in a high risk zone is less important than recognizing that the entire county is at risk to the effects of a significant earthquake event.

3.4.3 Consequences

A large magnitude event could directly affect more than 50% of the state's population. A 7.5 magnitude event somewhere along the New Madrid Seismic Zone would be felt across the entire region and would cause significant damage across most of the western 2/3 of the State.

Scientists estimate that the probability of a magnitude 6.0 or larger earthquake occurring in this seismic zone within any 50 year period is 25% to 40%. (<http://www.cusec.org/earthquake-information/new-madrid-seismic-zone.html>).



The following table shows potential Mercalli ratings for various New Madrid earthquake events.

Category	Effects	Richter Scale (approximate)
I. Instrumental	Not felt	1-2
II. Just perceptible	Felt by only a few people, especially on upper floors of tall buildings	3
III. Slight	Felt by people lying down, seated on a hard surface, or in the upper stories of tall buildings	3.5
IV. Perceptible	Felt indoors by many, by few outside; dishes and windows rattle	4
V. Rather strong	Generally felt by everyone; sleeping people may be awakened	4.5
VI. Strong	Trees sway, chandeliers swing, bells ring, some damage from falling objects	5
VII. Very strong	General alarm; walls and plaster crack	5.5
VIII. Destructive	Felt in moving vehicles; chimneys collapse; poorly constructed buildings seriously damaged	6
IX. Ruinous	Some houses collapse; pipes break	6.5
X. Disastrous	Obvious ground cracks; railroad tracks bent; some landslides on steep hillsides	7
XI. Very disastrous	Few buildings survive; bridges damaged or destroyed; all services interrupted (electrical, water, sewage, railroad); severe landslides	7.5
XII. Catastrophic	Total destruction; objects thrown into the air; river courses and topography altered	8

The possible damage to wood and masonry structures is of particular concern. The following table is derived from HAZUS-MH inventory data:

Expected Building Damage by Building Type

Building	1-10		11-20		21-30		31-40		41-50		>50	
Type	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Concrete	0	0	0	0	0	0	0	0	0	0	0	0
ManufHousing	0	0	0	0	0	0	0	0	0	0	29	100
Masonry	0	0	4	5	4	5	6	8	7	9	56	73
Steel	0	0	1	50	0	0	0	0	0	0	1	50
Wood	12	1	59	6	72	7	90	9	132	13	637	64



Building stock – Throughout the county many buildings and the majority of the infrastructure networks can be vulnerable to earthquake impacts. Montgomery County’s building stock can be broken down to the following percentage categories based on the HAZUS information provided by the state mitigation section: 81.5% Residential, 11.8% Commercial, 2.7% Industrial, 0.2% Agricultural, 2.0% Religion, 0.3% Government, and 1.5% Education.

3.4.4 Loss Estimation

As can be seen in the preceding chart, the majority of buildings within Montgomery County (Including The City of Clarksville, and The Clarksville-Montgomery County School System) are of wood and masonry construction. Calculations taken from HAZUS-MH also show that 99.04% of all buildings within the County are residential occupancies (single family, apartments, duplexes, etc.). From these calculations it is easy to deduce that the majority of the wood and masonry construction buildings are residential, adding to the probability of lives endangered particularly if a quake were to occur outside of normal working hours when residences have their lowest occupancy level. Drawing upon a worst case scenario of a massive quake striking in the New Madrid Seismic Zone outside of normal working hours we could also expect high financial losses.

A 2019 Real Property Assessment Summary for Montgomery County was pulled on November 7, 2019 and it reports \$4,318,742,409.00 worth of real property. The 2014 assessment was reported at \$3,293,922,000.00 worth of real property. Taking into account the figures shown in the above chart and considering the total assessment it can be reasoned that any quake causing massive damage to masonry and unbolted frame houses would have a devastating financial effect also.

Loss estimations in terms of vulnerability to damage from earthquakes are virtually impossible to classify based on any type of scale such as the hundred year flood plain that limits the scope of damage to a predictable geographic location, along with a known amount of buildings, critical facilities, and transportation and utilities within that geographic area. The only damage values that are reliable are the cost of replacement or repair of private property and government facilities / infrastructure after the event. For the purpose of planning for a worst case scenario the mitigation team determined that using the 30% estimate of damage for an event would be a plausible worse case destruction scenario

HAZUS MH information summarized in the following paragraphs for buildings, critical facility, and transportation and utility lifeline inventory was used as a basis to define worst case scenario replacement values as our loss estimation.

Building Inventory

Building Inventory

HAZUS estimates that there are 62,303 buildings in the study region with an aggregate total replacement value of \$15,872 million. Building construction types found in the region are 64% wood frame construction. The remaining percentage is distributed between the other general building types.

30% of 62,303 buildings is 18,690.9

30% of the \$15,872 million replacement value would be \$4,761,600 million

Building stock – Throughout the county many buildings and the majority of the infrastructure networks can be vulnerable to earthquake impacts. Montgomery County’s building stock can be broken down to the following



percentage categories based on the HAZUS information provided by the state mitigation section: 81.5% Residential, 11.8% Commercial, 2.7% Industrial, 0.2% Agricultural, 2.0% Religion, 0.3% Government, and 1.5% Education.

3.4.5 Mitigation Approaches

Both The City of Clarksville and Montgomery County are old, historic entities with many aged structures. Being located in a seismically complacent geographical location, the voluntary inclusion of earthquake resistant features in past construction projects, particularly residential projects, has not been of notable consideration, nor considered economically feasible. The primary mitigation approach for seismic hazards is the adoption of building codes and regulations designed to reduce losses in new and retrofit construction whether they be structures or utility infrastructure. Resources include FEMA, the local Building Codes Department, and structural engineer associations.



3.5 Land Subsidence (Sinkhole) Hazards

Montgomery County including the City of Clarksville and the Clarksville-Montgomery County School System lies in an area dominated by karst topography. The term karst describes a distinctive topography that involves the dissolution of the underlying limestone by surface water or ground water. Underground voids occur when the limestone is dissolved by exposure to water movement through cracks and channels in the limestone. When the surface material collapses into the underground void, the resulting depression is referred to as a sinkhole.

The major concentration of sinkholes in Montgomery County lies in the northern half of the county, and includes part of the jurisdictional area within the City of Clarksville, and the Clarksville-Montgomery County School System (Karst Hazard Map, TDEC Groundwater Division 2002 305b report). This is also an area of rapid development, increasing the possibility that sinkhole formations can result in property damage and/or a danger to public health.

Sinkhole rim collapse and secondary throat formations can be dangerous for persons working at a collapse site and economic loss due to structural damage can be significant. Subsidence can result in foundation failures, damage to roadways, parking lots, and buried utilities.

Sinkholes provide a direct connection of area runoff with ground water supplies. Due to the large number of sinkholes in the area, new developments sometimes convert area sinkholes into Class V Injection Wells in order to facilitate drainage of the development. Injection well design area required including a detention area capable of holding the area runoff that would result from a 100 year, 24 hour rain event and these designs must assume that the injection well is completely clogged. In this way, Montgomery County is able to limit damage from flooding due to injection well failure. The injection wells also provide easy access for pollutants to come in contact with the local groundwater system which is already listed as a vulnerable aquifer (Vulnerable Aquifers for Public Water Systems, TDEC Groundwater Division 2002 305b Report).

3.5.1 Probability and Frequency

The probability of new sinkholes occurring is a 100% reality in Montgomery County. The karst subsoil structure is a predominant land form feature affecting all of Montgomery County, and each jurisdiction within it.

There is currently no technology, modeling, or prediction algorithm that can forecast the location, the probability of, nor the frequency of sinkhole collapse. The probability of sinkholes occurring in areas that have not had notable historic problems increases with change in land use, diversion of runoff water from naturally occurring paths to forced routes, the addition of impermeable surfaces that concentrate runoff, and subsoil vibration caused by heavy construction.

As a result of recent business and industrial growth adjacent to the route of Interstate 24 across the northeast corner of the county, and the desire to locate housing, commercial, and industrial development close to that corridor, the northeastern section of the county continues to experience substantial development. Much of this development is in an area with high sinkhole density. Urban growth persists with residential, commercial, and industrial development continuing at a fast pace.



3.5.2 Exposure and Impact

As the transition from agricultural use to urban use has occurred in the county, more sinkholes have been identified. According to the Natural Resources Conservation Service, the total number of existing sinkholes in the county is unknown. Over 460 sinkholes within the 96 square mile corporate area of the city have been identified since the city was founded in 1785.

The distribution of these sink holes covers the entire area within the corporate limits of the City. No area is immune, no area is without its sinkhole network. The majority of these have not been plotted on GIS databases, since many of them were identified prior to the availability of convenient and accurate location and mapping tools. The most recent county soil survey, issued in 1975, indicates soil types prone to flooding due to their properties and the soil profile. Location of these soil types might be used in conjunction with aerial photography and GIS information, plus currently identified sinkholes to project potential sinkhole collapse.

The event of sinkhole collapse presents substantive economic impact, particularly in highly developed areas. Roadbeds and street surfaces can be damaged, structures settle at irregular rates and levels, utilities are disrupted, traffic is detoured, projects can be delayed while remediation measures are completed. It is not common, but occasionally persons can be injured by driving into a new sinkhole, and heavy equipment can be lost or damaged by sliding or rolling into the collapsed area.

For roads/public works/utility departments, sinkhole collapses affecting the infrastructure mean unbudgeted expense as well as the diversion of work crews. For the home or property owner, a sinkhole can mean dislocation and even the eventual loss of the structure.

3.5.3 Consequences

In general, sinkhole collapse is primarily an economic issue more than a safety and welfare issue in terms of the event. Of course there are human safety issues related to some sinkhole events – the undiscovered opening in a street, or the collapse of a foundation footing, or even the possible involvement of an equipment operator at the site of a sudden collapse, but these tend to be unusual events. In the main, however, the greatest consequence of this type of hazard is financial. A homeowner who suffers damage to or loss of a residence, a merchant whose customers cannot access his establishment due to a street closing, the municipal utility that loses a primary potable water pipeline all suffer economic loss due to the incident in addition to the inconvenience and the cost of remediation and recovery.

Fortunately, sinkholes tend to form over time, and thus most local sinkhole incidents are not catastrophic. The consequences of sinkhole events may result from improper engineering, conservation, construction, or land use planning practices. Or, they may be caused by failure of aged, brittle materials in an underground utility system. Whatever the cause, the remediation measures require time, financial and human capital resources -- often to the detriment of other important work.

Repairing a caved in street requires detours, diversion of equipment and labor from other projects, expenditure for construction materials, repair and replacement of curbs, signage, and traffic markings. Public safety personnel are required to assure safety of workers, and all this may occur under the pressure of an imminent event such as an approaching storm, or the need to quickly restore utilities for public health and welfare.

Sinkhole opened on I-24 in Clarksville- September 2018

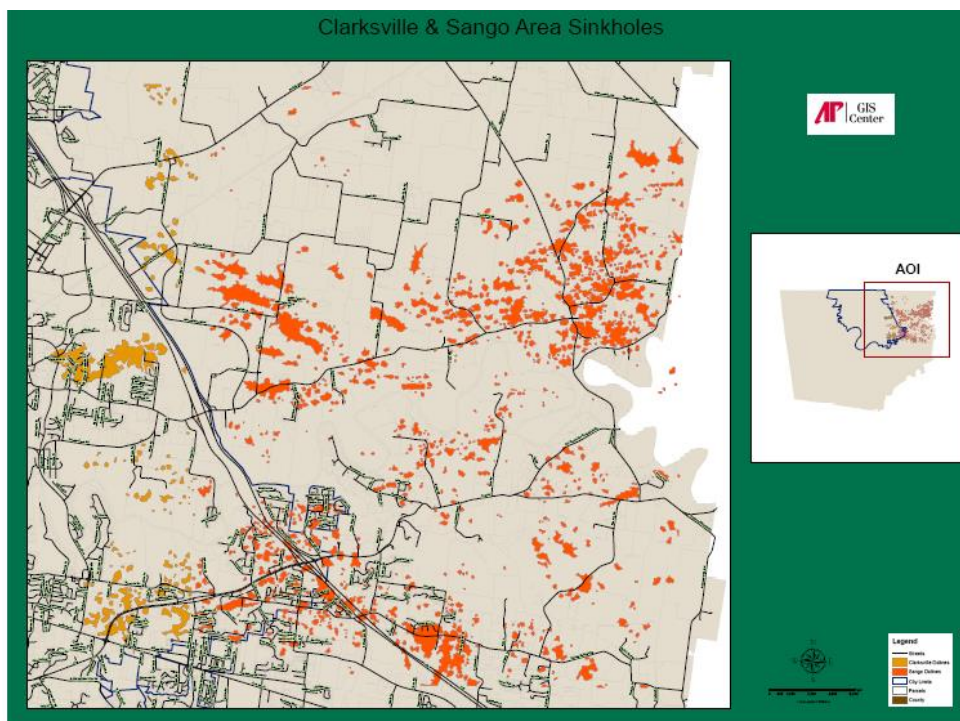


Photo Retrieved from Clarksville Now Website

3.5.4 Loss Estimation

Sinkhole Extent – The severity of sinkholes in Montgomery County are not measured by historical events that are tracked by NOAA, rather they are based on previous occurrences known by local residents. It is possible and likely that sinkholes are developing on a daily basis somewhere in the county. Only the very large ones such as the photo above that close major roadways are normally news worthy or tracked locally. Normally, the sinkholes are noticed as depressions in roadways or other areas and some even develop “throat” openings that are visible. Sinkholes in this area are not usually prone to the rapid openings that swallow buildings within minutes or hours. The corvette museum in Kentucky is a very graphic illustration that rapid openings are possible in this region though. The extent of damage from a sinkhole is in most cases is the need to excavate large areas to bedrock depth to “fix” the source rather than fill in voids above it.

Loss estimations in terms of vulnerability to damage from sinkholes are virtually impossible to classify based on any type of scale such as the hundred year flood plain that limits the scope of damage to a predictable geographic location, along with a known amount of buildings, critical facilities, and transportation and utilities within that geographic area. The only damage values that are reliable are the cost of replacement or repair of private property and government facilities / infrastructure after the event. It is not likely to damage from a sinkhole would cover a large area like other weather related events. A more likely worst case scenario would be the total loss of a single residence, building, or roadway repairs at a cost of possibly \$200,000.00.



Map produced by the Austin Peay GIS Center

The City of Clarksville is outlined in blue in the AOI box above

3.5.5 Mitigation Approaches

The best mitigation approaches for dealing with sinkholes are aggressive land use planning and informed engineering design. The Clarksville-Montgomery County Regional Planning Commission plays an active role in land use planning and in recommending projects from a zoning/site plan perspective.

The city and county building codes departments, along with the city and county engineers who deal with utilities, storm water, land use issues, streets and roads in several municipal and county departments play a vital role in permitting that considers the implications of sinkhole “management.” Structures to be placed in collapse-prone areas must be adapted to sinkhole terrain. Minimizing disturbance of the land surface during site preparation and construction is important. The amount of disturbance that can be accommodated involves a number of variables, including type of structure, depth of excavation required, and foundation settlement allowed, fill requirements to bring area up to grade, and the effectiveness of the natural surface drainage.

Development is not permitted over or even at the edge of a known sinkhole, and certainly not over fill placed in a sinkhole to bring development areas to grade. Natural surface drainage paths should be maintained or if modified, should be channeled to areas least likely to generate problems. These requirements must be enforced by permitting and code enforcement activities. Acquisition and demolition (or property owner sponsored demolition) may be the only alternative for some sinkhole events.

3.6 Hazardous Materials

The Stafford Act, amended by DMA 2000, does not require local hazard mitigation plans to cover human-caused hazards such as hazardous materials. However, the Montgomery County Multi-Jurisdictional Hazard Mitigation Planning Team has determined that such coverage is important to raise awareness and to act as a catalyst for efforts to improve the safety and resilience of our community.

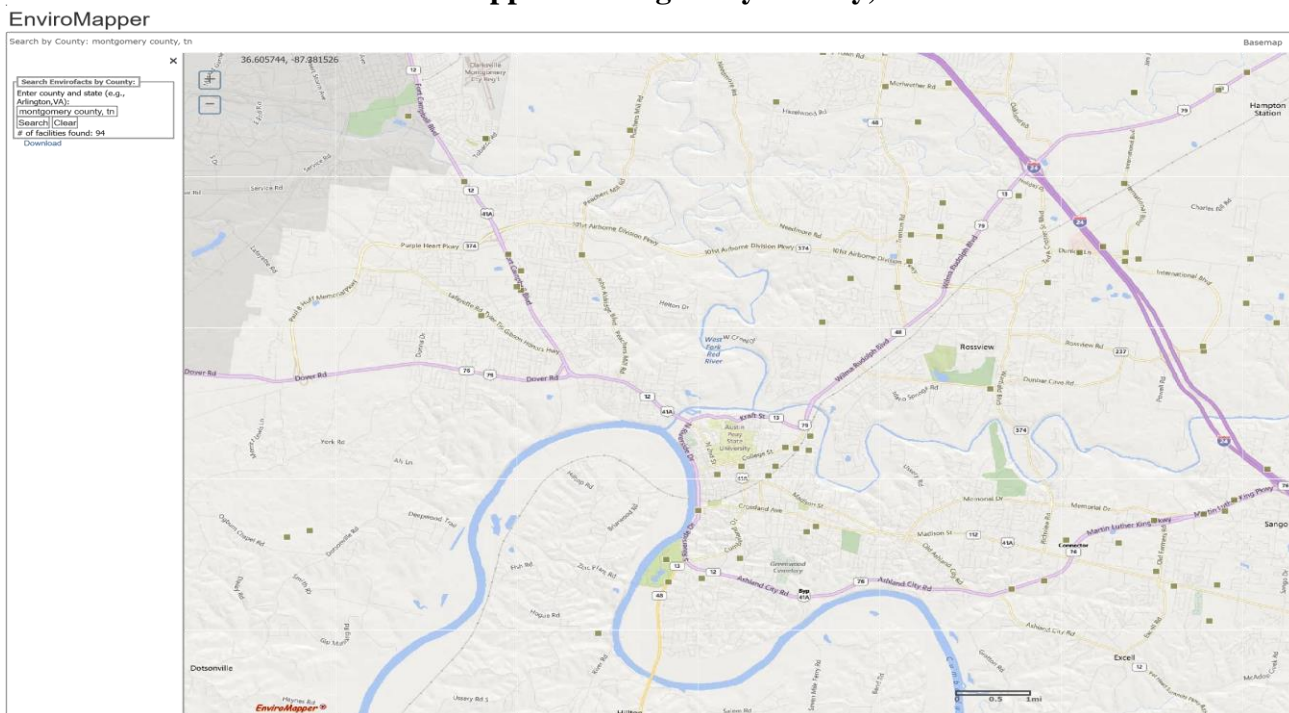
Hazardous materials are found in every community. They range from the gasoline at the local convenience store to the ammonia used in agricultural operations. They are found everywhere from our homes to the largest local industry and even the local fire department. Hazardous materials are part of our everyday life and they are often taken for granted.

3.6.1 Probability and Frequency

A November 8, 2019, report from the U.S. Department of Transportation Hazardous Materials Information System recorded 2728 HAZMAT events from 2008 to 2019. Approximately 86% are highway events, the remaining are primarily railroad events, and less than 1% by air. These events may involve collisions (or derailments), spills, leakage from container vehicles, or violation(s) of regulations.

Best estimates from TEMA are that approximately 250,000 shipments of hazardous materials cross Tennessee annually. Major incidents are not common, but do occur at the rate of about 50 per year for the state. Fixed facility events are even rarer, with incidents that require evacuation occurring at the rate of six per year in Tennessee. There are many hazardous materials calls each year, most involving small amounts of fuel spilled. There are also calls involving tractor trailer accidents hauling chemicals and some industrial releases. There are 74 manufacturing sites that contain hazardous materials throughout Montgomery County.

EPA EnviroMapper - Montgomery County, Tennessee



Retrieved from EPA EnviroMapper Website, 11/7/19

Transportation hazardous materials incidents are likely, as are events at the many fixed facilities in Montgomery County (Including The City of Clarksville, and The Clarksville-Montgomery County School System). Prediction of the frequency and probability is virtually impossible due to the number of uncontrollable variables.



Oil Tanker – April 4, 2013 (Photo provided by Montgomery County EMA)

3.6.2 Exposure and Impact

An interstate, various state and local highways, two railroads, and two pipelines cross Montgomery County (Including The City of Clarksville, and The Clarksville-Montgomery County School System). Four barge terminals, including a large amount of barge traffic, operate on the Cumberland River in Montgomery County. All transport hazardous materials whether it is just passing through or being delivered to or shipped from a local industry.

With nearly 3,000 acres of industrial sites, the potential for additional HAZMAT events exists. An example of the types and amounts of hazardous materials which traverse the County (Including The City of Clarksville, and The Clarksville-Montgomery County School System) on a daily basis are those that are shipped from a zinc refining operation located on the Cumberland River. This facility has both an onsite barge off-loading point and a railroad line which crosses the property. On a daily basis this rail line transports substantial quantities of sulfuric acid (approximately 400 tons) across the Cumberland and Red Rivers, through the downtown Clarksville area (the seat of City and County government), and then continues through the County. Each trip holds a significant, potential risk to not only the residents, but to the environment, if a mishap were to occur.

Due to the large agricultural base in the County a large amount of pesticides, herbicides and fertilizers (all with toxic potential) are transported throughout the county on a regular basis. These products are then stored at

commercial agricultural supply houses as well as in tanks and/or warehouses located on farms throughout the County. Add to this, the numerous service stations receiving and dispensing fuel and the number of water treatment plants within the county where large amounts of chlorine are stored, and the potential exposure is substantive.

The extent of damage using the low, medium, and high scale, with “low” equals a small fuel spill at a service station that closed the business for a few hours while the cleanup operation was completed. An evacuation of residents and businesses downwind from the release of a hazardous chemical at a bulk container for an extended period of time would equals “high” on the scale. High would be a worst case scenario type of event.

Montgomery County has had a relatively low rate of exposure of the general population to hazardous materials to date. Clarksville Fire Rescue and the County Fire Service, in addition to plant personnel, and the Department of Defense at Ft. Campbell provide trained personnel and equipment for hazmat event response to reduce significant incident impact in both the community and the region.

Additionally, law enforcement agencies are continuously contending through aggressive enforcement activities with the growth and expansion of meth labs, both mobile and fixed, in an attempt to reduce potential community exposure to the dangers of the manufacturing process.

3.6.3 Consequences

The consequences of a HAZMAT event can be as varied as the nature of the hazardous material involved. In the worst case scenario, a HAZMAT incident could lead to the loss of life, or the long-term disability of personnel exposed to the substance.



July 8, 2014- Photo provided by Montgomery County EMA



3.6.4 Loss Estimation

A “typical” event for a non-plant site with built-in containment facilities, which involves a Level A entry team, a decontamination team, engine and rescue companies, EMS units, police/sheriff patrols for traffic and security, plus expended supplies and equipment can easily generate \$20,000-\$25,000 in costs for a low to moderate level event. Not measurable for such a “typical” event is the loss of business revenue, the down-time, the inconvenience time for re-routed travelers, or the medical expenses of one or more victims.

Loss estimation for HAZMAT events in the Montgomery County (Including the City of Clarksville, and The Clarksville-Montgomery County School System area does not include the potential loss of life.

Loss estimation for illicit drug events such as containment, dismantling and destruction of a meth lab, may approach \$35,000, depending on the site, the quantity, the nature of the operation, and the agencies involved.

Industrial facilities are required by 40 CFR Part 355 to maintain worst case scenario plans in the event of a catastrophic release of chemicals. There is a potential for having to evacuate homes and businesses due to hazardous materials releases, but the potential for destruction of Building lifeline inventories is remote.

Loss estimations in terms of vulnerability to damage from hazardous materials are difficult to predict because there are a multitude of potential scenarios where buildings would need to be decontaminated or could be destroyed or rendered unusable due to a hazardous materials release, and hundreds plume maps could be developed for these scenarios. There is also the possibility of terrorist strikes at the major military post that borders the three jurisdictions. A first strike scenario to incapacitate this major military post although slight is still a potential.

3.6.5 Mitigation Approaches

Avoidance of HAZMAT events can come from two types of efforts: physical and sociological. Physical adjustments to avoid HAZMAT events precipitated by the impact of natural hazards include design and construction to withstand prevalent natural hazards, identification, and avoidance of potential event locations, and natural hazard prediction efforts.

Social adjustments to avoid impacts associated with natural hazards include land use restrictions, activity by the Local Emergency Planning Committee, initiation of public awareness programs in areas where hazardous materials are present, design of emergency preparedness and evacuation plans to protect life and property, creating emergency notification systems (including the use of the early warning siren system within the city), and spreading economic loss through a larger segment of the population through insurance and taxation efforts.



Section 4: Capability Assessment

4.1 Incorporation of Mitigation into Existing Plans and Policies

The mitigation strategies in the original plan were incorporated into other existing mitigation planning mechanisms, such as policies, procedures, or other plans through the corresponding legislative bodies that are part of the multi-jurisdictional plan. The multi-jurisdictional hazard mitigation plan will continue to be used as the primary mitigation guidance document and incorporated into future policies, procedures, or other plans when feasible.

4.2 Existing Mitigation Policies

Existing policies, plans, resolutions, and programs were reviewed by the Hazard Mitigation Team for applicability to Hazard Mitigation. Those that were deemed related are listed below. All information from these sources that is applicable to Hazard Mitigation has been included in this plan.

- **National Flood Insurance Program (NFIP):** Montgomery County and the City of Clarksville are participants in the National Flood Insurance Program which provides flood insurance to homes and a business located in floodplains at a reasonable cost, and encourages the location of new development away from the floodplain. The program is based upon mapping areas of flood risk, and requiring local implementation to reduce that risk, primarily through guidance of new development in floodplains.
- **The City and County Building & Codes offices:** will not perform final inspections on structures within the floodplain without an elevation certificate signed by an engineer or surveyor stating that the structure was built to NFIP standards. All other applicable information is included in this plan.
- **Montgomery County Emergency Management Agency:** The Montgomery County Emergency Management Agency was created by Montgomery County for the purpose of developing plans and procedures that would provide the most effective and efficient coordination of resources available in the mitigation of, planning and preparedness for, response to and recovery from emergencies and disasters. The agency is also responsible for helping prepare the citizens of Montgomery County to deal with emergencies and their consequences.
- **Montgomery County Emergency Operations Plan:** This plan establishes the framework for the development of a comprehensive emergency management program within and for Montgomery County and its various political subdivisions.
- The emergency management program's purpose is to mitigate the potential effects of the various hazards that might impact the county, to prepare for the implementation of measures which will preserve life and minimize damage, to respond effectively to the needs of the citizens and local jurisdictions during emergencies, and to provide a recovery system to return the county and its communities to a normal status as soon as possible after such emergencies. This plan defines the roles and responsibilities associated with the mitigation, preparedness, response, and recovery efforts directed at natural disasters, technological accidents, enemy attacks, and other major events that might impact Montgomery County.



- **Clarksville Fire Rescue Hazardous Materials Team (HAZMAT):** The Clarksville Fire Rescue Hazardous Materials Team was established with funds from the City of Clarksville to provide response for hazardous materials situations for the City of Clarksville and neighboring entities if requested. (Clarksville Fire Rescue and Montgomery County Fire Service HAZMAT personnel train yearly as a combined team for larger incidents).
- **Montgomery County Fire Service Hazardous Materials Team (HAZMAT):** The Montgomery County Hazardous Materials Team was established with funds from Montgomery County to provide response for hazardous materials situations for Montgomery County and neighboring entities if requested. (Clarksville Fire Rescue and Montgomery County Fire Service HAZMAT personnel train yearly as a combined team for larger incidents).
- **Montgomery County Emergency Medical Services HAZMAT Support:** The Montgomery County Emergency Medical Services personnel provide dedicated medical support throughout any hazardous materials response operations within Clarksville and Montgomery County.
- **Warning System:** Warning sirens have been installed in the City of Clarksville to alert the citizens when natural or manmade emergencies occur that require rapid dissemination to the populace (tornado warning, hazardous material release, etc.). The warning system is tested on a regular basis to ensure that each siren is working properly.
- **Geographic Information Systems (GIS):** Montgomery County began GIS in 1997, when the county learned it would be one of the first in the state to participate in the Tennessee Base Mapping Program. As a result of the project, Montgomery County has high-quality GIS data and is well ahead of most counties in Tennessee. The GIS Center is responsible for coordinating GIS data sharing and creating base map layers for use by these agencies and the public. The GIS Center is located at Austin Peay State University in Clarksville and is manned by employees of Austin Peay State University, and some student workers.
- **American Red Cross:** Clarksville and Montgomery County are served by the Mid-South Chapter of the American Red Cross, which provides emergency preparedness and disaster awareness programs relating to floods, severe storms, tornadoes, earthquakes and other disasters that might affect Clarksville and Montgomery County.
- **The National Weather Service (NWS):** The National Weather Service provides weather, hydrologic, and climate forecasts and warnings for the protection of life and property and the enhancement of the national economy. NWS data and products form a national information database and infrastructure which can be used by other governmental agencies, the private sector, the public, and the global community.
- **NOAA Alert System:** NOAA, the voice of the National Weather Service, provides up to date weather information, 24 hours a day, every day of the year. Watches, Warnings, and weather statements from the NWS are given out over the NOAA Alert System. It is also a major part of the Emergency Alert System that speeds critical information through commercial broadcast outlets. A tower was constructed in Montgomery County to increase the coverage of the NOAA alert system.



- **The Central United States Earthquake Consortium (CUSEC):** CUSEC is an organization of 7 states (Tennessee, Arkansas, Illinois, Indiana, Kentucky, Missouri, and Mississippi) dedicated to earthquake awareness, hazard reduction, and research.

CUSEC's goal is to ensure that planners, developers, building officials, lenders, insurance representatives and other key players understand the potential consequences of earthquakes, and begin to incorporate mitigation into the daily decisions that are made on siting, design, and construction of buildings and lifelines.

- **Department of Agriculture (USDA):**

Forest Service – Their primary responsibility lies in prevention and suppression of wild land fires on all land outside of municipalities. All activities are aimed at reducing the number of fires and the acres burned through fire prevention, fire suppression, training, and working with rural fire departments.

Soil Conservation Service – The SCS can provide technical assistance in the conservation, development, and productive use of soil and water resources. Their activities include:

(1) Watershed Protection and Flood Prevention

The SCS provides technical and financial assistance to local organizations to plan and install works of improvement for watershed protection, flood prevention, agricultural water management, and other approved purposes. (Watershed Protection and Flood Protection Act, Public Law 83-566)

(2) Floodplain Management Studies

Assistance for cooperative floodplain management studies is provided to local communities or units of government to provide information and large-scale mapping needed in alleviating potential flood dangers. Funding is 80/20. (Public Law 83-566, Section 6)

(3) Emergency Watershed Protection

Emergency watershed protection assistance is provided to reduce hazards to life and property in watersheds damaged by severe natural events. (Section 403-405, Agricultural Credit Act of 1978; Section 216, Flood Control Act of 1950, Public Law 81-576)

(4) Conservation Technical Assistance

In addition to the specific program activities, the SCS can provide technical assistance to land users in the planning and application of conservation treatments to control erosion and reduce upstream flooding along with other purposes such as sediment reduction. (Public Law 74-46)

- **Clarksville-Montgomery County Regional Planning Commission:** The C-MC Regional Planning Commission consists of a 9 member board appointed by the Montgomery County Commission and the Clarksville City Council. The commission promotes orderly growth and development in The City of Clarksville and Montgomery County by maintaining a comprehensive planning program which



minimizes land use conflicts, coordinates the provision of public service, and optimizes the quality of life for all county residents.

- **Montgomery County Building & Codes:** A Resolution which regulates the location, height, bulk, number of stories and size of buildings and other structures, the percentage of the lot which may be occupied, the sizes of yards, courts and other open spaces, the density of population, and the use of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, soil and water conservation, public activities and other purposes including areas subject to flooding in the portion of Montgomery County outside the limits of the City of Clarksville.
- **City of Clarksville Building & Codes:** An Ordinance which regulates the location, height, bulk, number of stories and size of buildings and other structures, the percentage of the lot which may be occupied, the sizes of yards, courts and other open spaces, the density of population, and the use of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, soil and water conservation, public activities and other purposes including areas subject to flooding within the limits of the City of Clarksville.
- **U.S. Army Corps of Engineers (USACE):** The Civil Works Program of the Corps encompasses a broad range of resource development activities for navigation, flood control, major drainage, shore and beach restoration and protection, flood protection, related hydroelectric power development, water supply, water quality control, fish and wildlife conservation and enhancement, outdoor recreation, and development, including consideration of environmental impacts of proposals and alternatives.
- **Tennessee Department of Economic and Community Development (TDECD):** The Tennessee Floodplain Management Coordinator for the National Flood Insurance Program is housed in the TDECD. The Coordinator assists communities with preparation, adoption, and administration of floodplain management ordinances or resolutions and integrates floodplain management into comprehensive community planning documents and processes. (Executive Orders, TCA Title 13)
- **Tennessee Department of Commerce and Insurance (TDCI), State Fire Marshal's Office:** The State Fire Marshal's Office investigates and prosecutes arson; enforces fire and building codes (including seismic codes); regulates users of explosives; regulates LP gas facilities; inspects electrical installations; coordinates Public Fire Education campaigns through the dissemination of educational videos and literature and produces and designs "Duck and Cover" and Fire Safety videos for schools and civic groups.
- **Tennessee Department of Transportation (TDOT):** Primary mitigation responsibility involves strengthening and hardening of roads and bridges as a result of repair or replacement. TDOT maintains an inventory of barricades and high water signs for use in the event of roadway flooding; personnel monitor streams as flood warnings dictate. TDOT maintains personnel and equipment to clear roadways in the event of blockage from storms, tornadoes, winter storms, and landslides. Engineers from the city, county, state, and railroads inspect the bridges in the three jurisdictions.
- **Environmental Protection Agency (EPA) Clean Water Act Phase II Regulations** – Both the City and County must meet these requirements. These regulations dictate that a program must be put in place for the review of drainage and construction plans in regards to quality and quantity. Both the City and County passed Storm Water Management Ordinances to address these issues. Plans for projects



disturbing one acre or more are reviewed for completeness and accuracy, after approval these plans are used in inspections of the project to ensure that the approved plans are being followed; the project is then signed off by the inspector for release for further development. The project must then be released by a final inspection before any lots can be sold or the land can be occupied.

** It should be noted that the Montgomery County Highway Department reviews plans for items within the right-of-way as these are located within their jurisdiction. Montgomery County Building & Codes reviews all other structures and is responsible for the overall compliance of Montgomery County with the above mentioned regulations.

- **Monthly Site Plan and Plat Reviews** – Monthly meetings are held by the Regional Planning Commission at which water, electric, sewer, natural gas, street, and drainage officials from both the City and County are present. All plans and property plats submitted for that month are then reviewed in the presence of the owner or their agent and must be signed off by each of the entities before the plan can go any further. This allows City and County officials and the owner to each be aware of the other's concerns.
- **Project approval process** – After the site review meeting all adjoining property owners are contacted to make them aware of the project and to advise them the date of the next RPC meeting. The Regional Planning Commission then meets and will either approve or disapprove the project after taking into consideration the concerns that are brought up in the site review and also after a public hearing at which members of the general public can speak for or against the project.

No matter the outcome of the RPC hearing the project can then go in front of the County Commission or City Council (depending on location of project) for another public hearing and final approval or disapproval.

- **National Flood Insurance Program (NFIP) Participation** – Clarksville and Montgomery County have been part of the National Flood Insurance Program since 1984.
- **Building Code Compliance** – Through the adoption and enforcement of various building related codes both the City and County Building Codes Departments work to ensure that all structures are built to wind, snow, and earthquake design loads for the area. Both Departments employ several certified building Inspectors. As stated earlier, these Departments also enforce flood plain regulations.

4.3 Risk Exacerbating Policies

Montgomery County developed a Karst Feature Policy that encourages isolation of sinkholes, and discourage the use of injection wells to drain area runoff. This policy limits the possibility of groundwater contamination to existing injection wells that can be more easily monitored. Maintenance policies for sinkholes and injection wells have also been implemented help increase the stability of these structures.

Currently, construction in floodplains may occur if an elevation certificate showing that the structure is at least one foot above 100 yr. flood elevation is provided during or after construction.



4.4 Potential Mitigation Policy under Existing Authority

Storm Water Regulations: The City and County both were required under Phase II of the Environmental Protection Agency Clean Water Act to create and adopt guidelines related to the quality and quantity of storm water discharge from their respective jurisdiction. These regulations assign maintenance responsibility for storm water structures to the individual landowner. While the County has jurisdiction to go off the right-of-way for drainage structure maintenance, financial constraints limit this option.

The Clean Water Act requires both the City and the County to map the storm water systems, and both jurisdictions have ongoing mapping programs to fulfill this requirement



Section 5: Goals, Objectives, and Strategies

5.1 Recap on Hazards

Flood Hazards: The jurisdictions can expect three or four flood/flash flood events annually. In 100 year flood zones, an estimated 2,035 residential and 253 non-residential parcels are at risk while only 412 NFIP policies are in effect in Montgomery County as of November 7, 2019 per TEMA Mitigation Section. Non-riverine, run-off flooding due to blocked drainage, improper building and development, etc. appears to be the biggest flooding problem. With continued development in all jurisdictions generating greater areas of impermeable surfaces, the use of sinkholes for drainage and the problems related to their use, the frequency and extent of loss due to flooding, riverine or otherwise may be expected to increase. Inundation flooding from failure of upstream flood control dams is a low probability event, but should it occur, worst case scenarios indicate catastrophic results.

Wind, Tornado and Winter Storm Hazards: Over a number of years, climatology records indicate a frequency of severe wind/thunderstorms can be expected about 9 times annually, primarily during late spring. Averaging tornadic event frequency for over 59 years would lead us to expect such events less than once per year. However, more recent data moves that frequency closer to one event per year, due either to a shift in the jet stream or better recognition and reporting, or both. Fourteen years of reporting data lead us to expect one major winter storm annually. Of this set of events, our greatest vulnerability is to wind-related hazards.

Earthquake Hazards: The probability of an earthquake event in Clarksville-Montgomery County is relatively low due to the absence of active subsurface faults and the infrequency of large magnitude quakes in upper Middle Tennessee. The county does, however, lie in a high seismic risk area due to its proximity to the New Madrid event area. The State Geologist classifies Montgomery County as being in a Moderate Risk status. Data are limited, but it is safe to hypothesize that few property owners carry risk insurance for earthquake event losses.

Subsidence (Sinkhole) Hazards: Clarksville and Montgomery County sit within the State of Tennessee's most vulnerable areas for sinkhole events. The probability of new sinkhole development is significant as land use changes and as rapid urban development occurs forcing rainfall and snow melt to seek alternate routes of entry into the karst underlayment. The City of Clarksville already manages over 460 sinkholes within its 96 square mile corporate limits. With structural density increasing and expansion into more sinkhole prone areas, vulnerability exposure is increasing.

Hazardous Materials: Hazardous materials are a fact of life in the Clarksville-Montgomery County area. As an agricultural area and at the center of the fastest growing, and one of the largest industrial centers in the Southeastern United States, the potential exists for HAZMAT incidents. Couple these variables with the area being a focal point for land, air and water transportation and the opportunities are magnified.

5.2 Goals

The goals of local hazard mitigation fit the public welfare mission of all jurisdictions, and are intended to include existing and future new buildings and infrastructure. They include the following to the extent possible within the constraints for available resources and jurisdictional capabilities:

- Reduction of future damages to current buildings and infrastructure due to natural hazards.



- Reduction of future damages including new buildings and infrastructure due to natural hazards.
- Reduction of future damages due to man-made hazards.
- Adoption of hazard analysis and mitigation in land use and development planning and approval.
- Promotion of public awareness to natural hazards and their effects.
- Promotion of public awareness to man-made hazards and their effects.
- Promotion of individual activities which can lessen exposure to these hazards.
- Provide the residents and students of all jurisdictions a safe environment through minimum exposure to the risks of natural hazards.
- Provide safe areas as part of all new construction for government offices, schools, and outdoor training areas.

5.3 Objectives

Hazard mitigation objectives outlined with this plan have been identified to aid in achievement of the goals established by the officials of all jurisdictions.

- To create an ongoing community-wide public information program targeting natural hazard preparedness.
- To continue as members in good standing with the National Flood Insurance Program through enforcement of local codes and regulations.
- To identify, annually evaluate, and implement a hazard mitigation planning process for the purpose of eliminating risks associated with natural and manmade hazards.
- To provide for maintenance and construction of the community's storm water drainage system.
- To require new structures in the flood plain be elevated above the 100 year flood level.
- To retrofit existing utility structures to ensure continued operation can occur during extended power outages and flooding.
- To enforce standards and codes related to building and land use, and work to adopt the latest editions of said codes.

5.4 Strategies

These strategies have been developed by the Hazard Mitigation Team and have been prioritized according to need and possible funding sources. Benefit Cost Analysis (BCA) have not been performed at this time. These strategies should not be construed as being the final list of strategies as problems will arise which require new strategies and new projects. All future strategies and projects will also come through the Hazard Mitigation Team before insertion into the Multi-Jurisdictional Hazard Mitigation Plan. If the strategy encompasses all jurisdictions, the lead agency for each entity is listed for the strategy.

FEMA's Benefit-Cost-Analysis software will be used in the preparation of grant applications for specific projects. The Benefit-Cost-Analysis for these projects may change the prioritization schedule for the listed projects and will exclude strategies and projects from FEMA Hazard Mitigation Grant funding if they are found to not be cost-effective. Detailed budget estimates as well as the above Benefit Cost Analysis will be included with applications to request funding for specific projects. All projects will be reviewed to maintain compliance with NFIP standards as part of project development.

The mitigation strategies from the original plan had status checks performed on them during the plan maintenance and update process. Some of the strategies such as the one involving updating the flood maps for



Montgomery County were completed. Others fall into a category that is designated as implemented and ongoing which indicates that the process is continuous and will likely not reach a “completed” status during the next plan cycle. A few of the strategies after thorough review and analysis by the hazard mitigation team were removed due to being not feasible for various reasons. The original strategies are bench marks for progress since the approval of the original plan.

A complete listing of the original strategies and their status is listed in Appendix 9 of this plan.

The strategies listed during the update process are new, along with the implemented and ongoing strategies, which will be used as bench marks for progress in the next plan cycle.



Flooding Mitigation Projects

Project 1:

Problem Statement:

Drainage structures are not being properly maintained. These structures are usually left up to the property owner to maintain but they lack the training to do this. Improper maintenance contributes to flooding problems and also health issues related to stagnant water and the dangers of having a large body of water in a residential development. There is also the problem of property changing hands and having to educate new owners.

Mitigation Strategy:

Continue to educate the owners of property where drainage structures are located on care for the structures such as removing trash and debris. Educate property owners about the National Flood Insurance Program (NFIP). Post information regarding drainage structure care on websites for easy public access. Continue to make use of public outreach programs to teach mitigation actions to stop blockages before they occur.

Lead Agency for each Jurisdiction:

- Montgomery County Building and Codes Department Storm Water Division.
- City of Clarksville Street Department would implement the policy within the city limits.

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

City/County General Funds

Estimated Cost: \$10,000 per year

2020 Update: This project is current and the need to continue to educate the public on how to properly maintain the drainage structures is still an ongoing process.



Flooding Mitigation Projects (cont.)

Project 2:

Problem Statement:

Use of sinkholes to drain developed areas may be overloading the underground drainage system thereby causing flooding and land subsidence

Mitigation Strategy:

Continue to monitor known sinkholes and add new sinkholes as they are encountered. Perform an annual sinkhole map/location update from the information provided by all jurisdictional agencies that have new information.

Lead Agency for each Jurisdiction:

- Montgomery County Building and Codes – Storm Water Division
- City of Clarksville Street Department

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

City/County General Funds

Estimated Cost: \$50,000 per year

2020 Update: This project is current and known sinkhole locations are continuing to be monitored.



Flooding Mitigation Projects (cont.)

Project 3:

Problem Statement:

Structures in the floodplain must be built to NFIP requirements.

Mitigation Strategy:

Continue to enforce NFIP requirements when structures are built in the floodplain. All projects will be reviewed and prioritized based on a benefit-cost analysis study to maximize benefits.

Lead Agency for each Jurisdiction:

- Montgomery County Building and Codes
- City of Clarksville Building and Codes

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding: City/County General Funds

Estimated Cost: \$10,000 per year

2020 Update: This project is current and NFIP requirements are continuing to be enforced when building new structures in floodplain areas.



Tornado/High Wind Hazards Mitigation Projects

Project 1:

Problem Statement:

All three jurisdictions are subject to the same hazards, but currently there are only 13 warning sirens, which are very old and only located in the city at some schools and a couple of fire stations. Since these systems were installed the population has increased significantly along with many more schools, parks, and community gathering locations. There is a great need to expand the amount of warning sirens within all three jurisdictions to enhance the ability to provide early warning capabilities at all school complexes, recreational facilities, and other locations.

Mitigation Strategy:

Begin installing warning sirens on all of the Clarksville-Montgomery County School System (CMCSS) complexes to allow for warning of impending hazards as soon as possible.

Lead Agency for each Jurisdiction:

- Clarksville-Montgomery County School System Operations
- City of Clarksville Parks & Recreation
- Montgomery County Parks & Recreation

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing schools, parks, and other locations, but will be prioritized in order to maximize the effectiveness of future additions.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City, County and CMCSS

Estimated Cost: \$35,000 for each installation

2020 Addition/Revision: This project is an addition/revision to the 2020 plan update.



Tornado/High Wind Hazards Mitigation Projects (cont.)

Project 2:

Problem Statement:

All three jurisdictions have buildings that have a significant amount of windows that will not withstand impacts of flying debris that is associated with straight - line winds, tornados, and other man-made hazards. Population growth dictates services growth, but older buildings and most new construction do not have adequate protection from flying glass or other debris if the windows in them fail. Unfortunately, there is minimal funding available replace all of these windows.

Mitigation Strategy:

Use protective safety film applied to existing windows that is designed to mitigate the dangers of flying glass from natural and manmade hazards.

Lead Agency:

- Montgomery County Emergency Management Agency
- Jurisdiction Risk Management personnel, Engineers, and Facilities Maintenance Staff

Implementation Schedule:

This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City, County and CMCSS

Estimated Cost: \$30,000 - \$ 100,000 per building

2020 Addition/Revision: This project is an addition/revision to the 2020 plan update.



Tornado/High Wind Hazards Mitigation Projects (cont.)

Project 3:

Problem Statement:

All three jurisdictions have buildings that that a significant amount of windows that will not withstand impacts of flying debris that is associated with severe storms with straight - line winds or tornados. Population growth dictates services growth, but older buildings and most new construction do not have adequate protection from flying glass or other debris if the windows in them fail. Unfortunately, there is minimal funding available replace all of these windows.

Mitigation Strategy:

Replace the windows with storm windows designed to withstand most high wind or tornadic events when possible on existing buildings to provide a higher degree of safety for employees and the citizens doing business and children attending school or school functions.

Lead Agency:

- Montgomery County Emergency Management Agency
- Jurisdiction Risk Management personnel, Engineers, and Facilities Maintenance Staff

Implementation Schedule:

This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City, County and CMCSS

Estimated Cost: \$300,000 - \$ 2,000,000

2020 Addition: This project is an addition to the 2020 plan update.



Tornado/High Wind Hazards Mitigation Projects (cont.)

Project 4:

Problem Statement:

All three jurisdictions have limited access to safe rooms that can provide proven protection by design and construction, from high winds or tornados. These natural hazards threats are increasingly common and destructive due in large part to the number of events in conjunction with the increases in the amount of new schools, emergency services facilities, government offices and other critical infrastructure locations serving citizens that must also be protected while conducting business. Population growth dictates services growth, but older buildings and most new construction do not have adequate safe spaces. Unfortunately, there is minimal funding available for the construction of safe rooms in new construction budgets or retrofits.

Mitigation Strategy:

Build new safe rooms designed to withstand most high wind or tornadic events where possible on existing buildings and retrofit locations where new constructions is not feasible.

Lead Agency:

- Montgomery County Emergency Management Agency
- Jurisdiction Risk Management personnel

Implementation Schedule:

This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City, County and CMCSS

Estimated Cost: \$300,000 - \$ 2,000,000

2020 Addition/Revision: This project is an addition/revision to the 2020 plan update.



Tornado/High Wind Hazards Mitigation Projects (cont.)

Project 5:

Problem Statement:

Frequent severe storms with damaging winds and tornados are common in the city and county. Many times the amount of downed trees and power lines can cause significant delays for emergency personnel and other support services such as the Red Cross. In February 2018, two near simultaneous tornados hit opposite sides of the county outside of the city limits. Both areas had limited access into the subdivisions. One of them had one way in and full access to large vehicles was delayed for several hours until dozens of trees, power lines, and other debris was removed from the roadway. Emergency personnel had to walk a significant distance to reach the area and check on the residents. Firefighters estimated about ten houses damaged in the subdivision that was completely cut off when the real number was much higher. Fortunately, injuries were minor even with dozens of homes sustaining major damage and many destroyed. The ability to deploy a self - sustained UAS damage assessment support trailer would give responders the ability to assess the situational hazards despite being blocked by trees, power lines, and other debris, while conducting the initial damage assessment from a safe distance. The same trailer would also have reduced the normal damage assessment needs for a potential declaration from about 5 days to a couple of days. The cost associated with this buying this type of resource will likely not make it through city or county budget processes that are already stretched to get the equipment.

Mitigation Strategy:

Purchase and equip and self – sustained trailer for with UAS capabilities to assist responders not only in a response role, but more so in the recovery role to cut down on damage assessment manpower and time need to complete the assessments.

Lead Agency for each Jurisdiction:

- Montgomery County Emergency Management Agency

Implementation Schedule:

This strategy was developed for future severe weather events.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General funds

Estimated Cost: \$75,000

2020 Addition: This project is an addition to the 2020 plan update.



Tornado/High Wind Hazards Mitigation Projects (cont.)

Project 6:

Problem Statement:

Structures need to be built to meet applicable building codes including wind load requirements, strapping, etc.

Mitigation Strategy:

Continue to enforce building codes to ensure structures are built to the requirements of the local adopted building code.

Lead Agency for each Jurisdiction:

- Montgomery County Building and Codes
- City of Clarksville Building and Codes

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

City/County General funds

Estimated Cost: \$10,000 per year

2020 Update: This project is current and new building structures are being monitored to ensure they are built to meet applicable building codes.



Tornado/High Wind Hazards Mitigation Projects (cont.)

Project 7:

Problem Statement:

Dead, overhanging, and otherwise dangerous trees located in the right-of-way fall into the roadways during severe weather causing road closures and driving hazards.

Mitigation Strategy:

Continue programs to trim and/or remove trees/limbs which appear to be as described above.

Lead Agency for each Jurisdiction:

- Montgomery County Highway Department
- City of Clarksville Street Department
- Clarksville Department of Electricity
- Cumberland Electric Membership Corporation

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

City/County General funds, Maintenance funds for electric companies

Estimated Cost: \$50,000 - \$100,000 per year

2020 Update: This project is current and programs are continuing to trim and remove trees that are located in areas that are potential to dangerous hazard conditions during severe weather.



Tornado/High Wind Hazards Mitigation Projects (cont.)

Project 8:

Problem Statement:

Some of the older school complexes in the Clarksville-Montgomery County School System need to be retrofitted with storm safe rooms that are built to current technical standards.

Mitigation Strategy:

Retrofit the older schools with safe rooms within quick access to all students and staff.

Lead Agency:

- Clarksville-Montgomery County School System

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), FEMA's Pre-Disaster Mitigation (PDM) Program, Construction budget

Estimated Cost: In excess of \$5,000,000 to retrofit all of the current schools

2020 Update: This project is current, however at this point the costs to fund this project is not available.



Winter Storm Mitigation Projects

Project 1:

Problem Statement:

The limited locations of the salt sheds located throughout the city and county cause significant delays in transporting the salt to the affected roads in a timely manner.

Mitigation Strategy:

There is a need to construct additional salt sheds throughout the city and county. This will allow shorter distance the trucks travel for supplies when clearing the roads and streets. This would also reduce overtime and fuel costs during these winter storms.

Lead Agency:

- Montgomery County Highway Department
- Clarksville Street Department

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

City/County General Funds

Estimated Cost: \$25,000 - \$50,000 per year

2020 Addition: This project is an addition to the 2020 plan update.



Earthquake Mitigation Projects

Project 1:

Problem Statement:

Structures need to be built to meet applicable building codes that relate to seismic activity (i.e., anchor bolt placement, footing requirements)

Mitigation Strategy:

Continue to enforce building codes to ensure structures are built to the requirements of the local adopted building code.

Lead Agency for each Jurisdiction:

- Montgomery County Building and Codes
- City of Clarksville Building and Codes
- Clarksville-Montgomery County School System

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

City/County General Funds

Estimated Cost: \$10,000 per year

2020 Update: This project is current and new building structures are being monitored to ensure they are built to meet applicable building codes.



Earthquake Mitigation Projects (cont.)

Project 2:

Problem Statement:

The area of Clarksville and Montgomery County has a high population of military personnel and new community members that move to the area for jobs for new industries and such. Many of these people do not realize that the area is susceptible to damage to an earthquake.

Mitigation Strategy:

Continue public education through outreach programs to keep people aware of the earthquake hazard that this area is susceptible to.

Lead Agency for each Jurisdiction:

- Montgomery County Building and Codes
- City of Clarksville Building and Codes
- Clarksville-Montgomery County School System

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

City/County General Funds

Estimated Cost: \$5,000 per year

2020 Update: This project is current and public outreach programs are being still being carried out to educate people on the hazards of earthquakes.



Land Subsidence (Sinkholes) Mitigation Projects

Project 1:

Problem Statement:

Use of sinkholes to drain developed areas may be overloading the underground drainage system thereby causing flooding and land subsidence

Mitigation Strategy:

Continue to monitor known sinkholes and add new sinkholes as they are encountered. Perform an annual sinkhole map update from the information provided by all jurisdictional agencies that have new information. Continue to enforce land use through codes permitting actions.

Lead agency for each Jurisdiction:

- Montgomery County Building and Codes – Storm Water Division
- City of Clarksville Building and Codes
- Clarksville-Montgomery County School System

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

City/County General Funds

Estimated Cost: \$10,000 per year

2020 Update: This project is current and sinkholes are being monitored with updated information from all jurisdictions. Codes on land use are continuing to be enforced.



Hazardous Materials Mitigation Projects

Project 1:

Problem Statement:

Facilities that use or store hazardous materials should be constructed to meet applicable building codes and other federal and state requirements related to hazardous material storage and use.

Mitigation Strategy:

Continue to enforce building codes to ensure structures are built to the requirements of the local adopted building code. All non-bulk chemicals in the structures will be stored in accordance with 29 CFR. Each agency will be responsible for maintaining storage in accordance with 29 CFR standards.

Lead Agency for each Jurisdiction:

- Montgomery County Building and Codes / and Risk Management
- City of Clarksville Building and Codes / and Risk Management
- Clarksville-Montgomery County School System Risk Management

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding: FEMA's Hazard Mitigation Grant Program (HMGP), City, County and CMCSS

Estimated Cost: \$10,000 per year

2020 Update: This project is current and building codes is ensuring structures are being built to proper requirements. Agencies are being enforced to maintain a proper protocol of storing hazardous materials.



Hazardous Materials Mitigation Projects (cont.)

Project 2:

Problem Statement:

The need to maintain and update training and equipment for Clarksville Fire Rescue and Montgomery County Fire Service Hazardous Materials Teams and recruit and prepare new members. Also, train senior HAZMAT technicians up to the HAZMAT Specialist level.

Mitigation Strategy:

Continue with the current programs that are in place to maintain the training and equipping of hazardous materials technicians from all jurisdictions.

Lead Agency for each Jurisdiction:

- Montgomery County Emergency Management Agency
- Montgomery County Emergency Fire Service
- Clarksville Fire Rescue

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

City/County General Funds, Assistance to Firefighter grants

Estimated Cost: \$50,000 per year

2020 Update: This project is current and trainings are continuously being held to educate hazardous material technicians in all jurisdictions.



Hazardous Materials Mitigation Projects (cont.)

Project 3:

Problem Statement:

There is a need for more public safety personnel to be trained to the Hazardous Materials Awareness Level to assist with initial response to hazardous material incidents. Many times emergency medical service and law enforcement are often the first units to the scene. Training them to awareness level will help ensure their own safety as well as the public's safety by knowing how to respond and secure a hazardous materials incident site.

Mitigation Strategy:

Continue to train all emergency services public service personnel to the Awareness Level to aid in their response to hazardous incidents.

Lead Agency for each Jurisdiction:

- Montgomery County Emergency Management Agency
- Montgomery County Emergency Fire Service
- Montgomery County Emergency Medical Services
- City of Clarksville Fire Rescue

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General Funds

Estimated Cost: \$20,000 per year

2020 Update: This project is current and continuous training opportunities on the Hazardous Materials Awareness Course are available to emergency responders. This ensures their safety and the safety of the public when responding to Hazardous Materials Incidents.



Hazardous Materials Mitigation Projects (cont.)

Project 4:

Problem Statement:

There is a rising need to have hazardous materials technicians and specialists from the city and county fire departments that can operate boats safely and properly deploy spill response equipment. Due to the continued growth in manufacturing and commodities distribution in and around Montgomery County, the transportation of bulk materials such as fuel on the Cumberland River will be increasing. The increase in barge traffic containing hazardous materials will add to the potential for a hazardous material release into the river. The Montgomery County Rescue Squad Members and Clarksville Fire Rescue boat personnel provide boat operations within Montgomery County, but most of the members are not hazardous materials technicians. The Montgomery County Rescue Squad is centrally located within the City of Clarksville at the mouth of the Red River and the Cumberland River. Having the hazardous materials technicians from the city and county fire departments trained as boat operators could potentially allow for a faster launch time for the boats due to more trained personnel in the vicinity of the rescue squad.

Mitigation Strategy:

Train the city and county hazardous materials technicians for enhanced responses to river releases and deployment of spill response equipment. The ability to rapidly respond to a hazardous materials release with properly trained and equipped personnel will decrease the extent of the release and the impact on the environment.

Lead Agency:

- Montgomery County Emergency Management Agency
- Montgomery County Fire Service
- Montgomery County Emergency Medical Services
- Clarksville Fire Rescue

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General Funds and Port Security Grant Funds

Estimated Cost: \$300,000

2020 Update: This project is current and the continued need to train city and county hazardous materials technicians as boat operators is still an ongoing need.



Hazardous Materials Mitigation Projects (cont.)

Project 5:

Problem Statement:

A new Regional Waterway Intermodal Facility on the Cumberland River is being developed that will increase the amount of potential hazardous materials that are now delivered by truck from Nashville ports to Montgomery County by barge. Many of these materials will now be shipped by rail or truck through the city to destinations at the industrial park on the opposite side of the county. The products that pass through the barge port could also be shipped to other businesses outside of the county that would benefit from the lower cost of transportation from this location rather than those ports farther away. This increased truck traffic raises the possibility of incidents within the city that were formally in more rural areas on the interstate and state highways. With the increased risk from amount and types of products that could pass through the intermodal port comes a need for additional specialized HAZMAT equipment to handle spill response both on and off the waterway.

Mitigation Strategy:

Equip the city and county HAZMAT team technicians and specialists for enhanced responses to river and land releases including deployment of specialized spill response and monitoring equipment. The ability to rapidly respond to a hazardous materials release with properly trained and equipped personnel will decrease the extent of the release and the impact on the environment.

Lead Agency:

- Montgomery County Emergency Management Agency
- Montgomery County Fire Service
- Montgomery County Emergency Medical Services
- Clarksville Fire Rescue

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General Funds and Port Security Grant Funds

Estimated Cost: \$30,000

2020 Update: DELETED. This plan fell through.



All Hazards Mitigation Projects

Project 1:

Problem Statement:

Lack of public awareness about the impact of natural and man-made hazards on our community and the actions to take to protect their homes, their property, and their lives.

Mitigation Strategy:

Continue with Public Awareness programs to inform the public of the dangers of these hazards and actions to take to protect themselves, their families, and their property.

Lead Agency:

- Montgomery County Emergency Management Agency

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

City/County General Funds

Estimated Cost: \$5,000 - \$10,000 per year

2020 Update: This project is current and the continued need for public awareness outreach programs to inform the public about natural and man-made hazards is still a critical key that needs to be made.



All Hazards Mitigation Projects (cont.)

Project 2:

Problem Statement:

The Hazard Mitigation Planning capabilities need to be continually upgraded with training and equipment.

Mitigation Strategy:

Continually evaluate (at least annually), improve, and implement the current local Hazard Mitigation Planning process for the purpose of eliminating risks associated with natural and manmade hazards. Purchase equipment, software, training, and other needs to support the Montgomery County Hazard Mitigation Committee and their mission.

Lead Agency:

- Montgomery County Emergency Management Agency

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General Funds

Estimated Cost: \$20,000 per year

2020 Update: This project is current and the continued need for upgrades and training is needed to support the Montgomery County Hazard Mitigation Committee and their mission.



All Hazards Mitigation Projects (cont.)

Project 3:

Problem Statement:

Montgomery County is part of the Tennessee Homeland Security District 7. Montgomery County is the most populated county in the 7 county district and as such functions as the host county. The district is working to train and equip a type 2 regional search and rescue (SAR) team.

Mitigation Strategy:

Continue to build on existing equipment and personnel, and attain needed training and refresher courses as they become available. Each county involved with the SAR team is providing personnel and storage space for equipment.

Lead Agency:

- Montgomery County Emergency Management Agency
- Montgomery County Fire Service
- Montgomery County Emergency Medical Services
- Clarksville Fire Rescue

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities.

Source of Funding:

Homeland Security Grant Funds, City and County funds as available from district agencies

Estimated Cost: \$100,000 - \$250,000 for initial costs and training

2020 Update: This project is current and the need to train and equip a type 2 regional search and rescue team for Montgomery County is still in progress.



All Hazards Mitigation Projects (cont.)

Project 4:

Problem Statement:

All three jurisdictions have limited access to safe rooms that can provide proven protection by design and construction, from imminent threats. These threats include natural hazards such as sudden tornados, as well as the unfortunate rising threats from domestic problems in households that erupt in public locations, and the increasingly common active shooter threat. The active shooter component of hazards has become so common that every agency, department, school, and most other offices and facilities now plan for an active shooter possibility. Unfortunately, there is minimal funding available for the construction of safe rooms or barriers that can provide the ballistic protection along with delaying access to the facility occupants until law enforcement personnel arrive.

Mitigation Strategy:

Continue to educate and train personnel on the safest locations and delaying tactics for imminent threats. When possible build multi-purpose safe rooms that could provide a safer location for natural hazards and the ballistic protection from an active shooter.

Lead Agency:

- Montgomery County Emergency Management Agency
- Jurisdiction Risk Management personnel

Implementation Schedule:

Implemented and ongoing/deferred, based on general cost effectiveness and funding priorities. This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

Homeland Security Grant Funds, FEMA's Hazard Mitigation Grant Program (HMGP), City, County and CMCSS

Estimated Cost: \$100,000 - \$250,000

2020 Update: This project is current and the continued need to train and educate personnel on the safest locations when imminent threats arise are still needed.



All Hazards Mitigation Projects (cont.)

Project 5:

Problem Statement:

Frequent power failure during severe weather events causes disruptions to critical infrastructure and other facilities. During long – term power losses government operations are severely impacted.

Mitigation Strategy:

Purchase backup power generators for these facilities along with the automated switching systems for them.

Lead Agency for each Jurisdiction:

- Montgomery County Facilities Maintenance
- City of Clarksville Facilities Maintenance
- Clarksville – Montgomery County School System Operations

Implementation Schedule:

This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General funds

Estimated Cost: \$500,000 – 1,000,000

2020 Addition: This project is an addition to the 2020 plan update.



All Hazards Mitigation Projects (cont.)

Project 6:

Problem Statement:

Frequent power failure during severe weather events causes disruptions to critical infrastructure and other facilities. During long – term power losses government operations are severely impacted.

Mitigation Strategy:

Purchase backup portable power generators that can be transported to these facilities to allow for rapid restoration of power during a prolonged power outage.

Lead Agency for each Jurisdiction:

- Montgomery County Facilities Maintenance
- City of Clarksville Facilities Maintenance
- Clarksville – Montgomery County School System Operations

Implementation Schedule:

This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General funds

Estimated Cost: \$100,000 – 500,000

2020 Addition: This project is an addition to the 2020 plan update.



All Hazards Mitigation Projects (cont.)

Project 7:

Problem Statement:

Frequent power failure during severe weather events causes disruptions to critical infrastructure and other facilities. During long – term power losses government operations are severely impacted. The schools in the city and county serve as shelter locations during disasters and

Mitigation Strategy:

Purchase power transfer switches for installation in buildings so that portable generators can quickly be connected to these facilities to get them open again. This will also serve as a mitigation component for facilities where generators fail and minimize rewiring time from several hours or more to minimal timeframe by bypassing the failed generator.

Lead Agency for each Jurisdiction:

- Montgomery County Facilities Maintenance
- City of Clarksville Facilities Maintenance
- Clarksville – Montgomery County School System Operations

Implementation Schedule:

This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General funds

Estimated Cost: \$ 4,000 – 10,000 per facility

2020 Addition: This project is an addition to the 2020 plan update.



All Hazards Mitigation Projects (cont.)

Project 8:

Problem Statement:

Frequent power failure during severe weather events causes disruptions to critical infrastructure and other facilities. During long – term power losses government operations are severely impacted.

Mitigation Strategy:

Purchase and install solar power systems for facilities along with the automated switching systems for them where they are a feasible alternative.

Lead Agency for each Jurisdiction:

- Montgomery County Facilities Maintenance
- City of Clarksville Facilities Maintenance
- Clarksville – Montgomery County School System Operations

Implementation Schedule:

This strategy was developed for existing buildings and infrastructure, but will be a priority on new buildings and infrastructure design and construction where possible.

Source of Funding:

FEMA's Hazard Mitigation Grant Program (HMGP), City/County General funds

Estimated Cost: \$500,000 – 1,000,000

2020 Addition: This project is an addition to the 2020 plan update.



Section 6: Plan Maintenance

The Disaster Mitigation Act (DMA) of 2000 requires that local plans be monitored, evaluated, and updated within a five-year cycle. The Montgomery County Emergency Management Agency as the lead agency for the Hazard Mitigation Team will continuously monitor and evaluate the Hazard Mitigation Plan. In an effort to comply with the requirements of the DMA 2000, Montgomery County Emergency Management Agency will call meetings of the Hazard Mitigation Team at one the following times:

- Annually
- Following disaster events
- In the event of emerging hazards

Evaluation of this plan update began with a plan review by the Montgomery County Emergency Management Agency Planner, following the "Local Mitigation Handbook, March 2013) protocol established by FEMA. As components of the plan update unfolded and were developed, each jurisdiction reviewed critical dimensions of the plan with senior management personnel within their jurisdictional agencies to insure that the leadership of the agencies was part of the process.

The following are some of the criteria that the Montgomery County Emergency Management Agency planner used as part of the evaluation of the plan during the scheduled hazard mitigation team meetings (annually, following a disaster, in the event of emerging hazards) :

- Are the goals and objectives addressed still current and in line with conditions?
- Have the nature, magnitude, and/or type of risks changed since the plan was approved?
- Are the current resources still appropriate as when the plan was implemented?
- Are there any implementation problems, technical, political, legal, or coordination issues with other agencies that need to be addressed?
- Are the hazard mitigation team members and other partners participating as intended?
- Are the requirements of the Local Mitigation Plan Review Crosswalk met?
- Has the Local Multi-Hazard Mitigation Planning Guidance requirements been addressed?

The information gathered from the above evaluation criteria will be used as part of the monitoring and evaluation process that will be incorporated into the plan maintenance and update processes.

The Hazard Mitigation Team will meet a minimum of once a year, while in some years it may be necessary to hold multiple meetings. Participation in mitigation planning training and continued modeling with HAZUS-MH and benefit-cost analyses will assist the Hazard Mitigation Team in refining the plan and modifying the plan to fit emerging needs.

Public involvement will be encouraged throughout the plan maintenance process and in future mitigation project planning through public hearings. Also, the public will be invited to attend the meetings of Hazard Mitigation Team. These meetings and public hearings for projects will be advertised to the public through public notices and advertisements.

Should it be deemed necessary to modify the plan such modifications will be appended to the plan upon agreement of the Hazard Mitigation Team and TEMA officials. The modifications will then be submitted to TEMA and FEMA for inclusion in the current plan.



It is our intention to initiate the plan update process approximately 12 months prior to plan expiration. The Montgomery County Emergency Management Agency Planner will initiate the process, involving the partners' staff personnel designated by the various participating jurisdictions. The process will follow the then current protocol for plan revision activity, and will integrate the evaluative indicators suggested through the preceding four years' annual evaluations, plus additional expectations levied by the approving agency. Some of the update processes are listed below:

- Meetings of the Hazard Mitigation Team
- Information gathered from Hazard Mitigation Team monitoring or evaluation meetings (Annually, following a disaster, in the event of emerging hazards) during the current plan cycle.
- Information gathered from opportunities provided for the general public, businesses, academia, and any others with an interest in the hazard mitigation plan to review and comment on the plan.
- An updated evaluation of the plan
- The updated plan process should be completed and submitted for approval six months prior to the expiration of the current plan.



Section 7: Plan Adoption

Montgomery County Resolution to Adopt



City of Clarksville Resolution to Adopt



Clarksville - Montgomery County School System Resolution to Adopt



Section 8: Appendix's

Table Of Contents

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Appendix 4 NCDC Flood Records for Montgomery County

Appendix 5 NCDC Tornado Records for Montgomery County

Appendix 6 NCDC Winter Storm Records for Montgomery County

Appendix 7 NCDC Thunderstorm/High Wind Records for Montgomery County

Appendix 8 Summary of Changes- 2015 Plan Update Process

Appendix 8a Summary of Changes- 2020 Plan Update Process

Appendix 9 References



APPENDIX 1

Hazard Mitigation Team

1. Rodney Grimsley – Montgomery County Emergency Management Agency (Assistant Director)
2. Amanda Sacoto-Dunbar- Montgomery County Emergency Management Agency (Planner)
3. Bronson Gibbs – Clarksville Gas & Water (Safety/Risk Management)
4. Chris Lambert - Clarksville Gas & Water (Water/Wastewater Operations Manager)
5. Chuck Frost – Montgomery County Highway Department (General Foreman)
6. David Abernathy – Cumberland Electric Membership Corporation (Operations Manager)
7. David Shepard – Clarksville Street Department (Director)
8. Debbie Smith – City of Clarksville (Grants Analyst)
9. Derek Oliver (SGT) - Austin Peay State University Police Department (Sergeant)
10. Douglas Catellier - Austin Peay State University GIS Center (Project Manager)
11. Dustin Haas – Montgomery County EMS (Lt. – SORT Team Commander)
12. Earl Snyder – Clarksville Department of Electricity (Vice President of Operations)
13. Emily Bowers – Clarksville-Montgomery County School System (Safety & Health)
14. Eric Salmon – City of Clarksville (NPDES Coordinator)
15. Fred Gilman – Coast Guard Auxiliary
16. James Halford – City of Clarksville (Chief of Staff)
17. James Perras – Tennova Healthcare Clarksville (Emergency Manager)
18. Jeff Bryant – City of Clarksville (Storm Water & Civil Engineer)
19. Jennifer Hood - Montgomery County Government (Safety & Risk Manager)
20. Jennifer Letourneau – Clarksville Parks & Recreation (Director)
21. Jimmy Edwards – Montgomery County Emergency Services (Director)
22. John Doss – Montgomery County Codes (Storm Water Coordinator)
23. John Eskew – City of Clarksville (Risk Manager)
24. Kimberly Kassander – TEMA (Middle Regional Planner)
25. Kyle Johnson – Montgomery County (Chief of Staff)
26. Mike Frost – Montgomery County Highway Department (Supervisor)
27. Mike Wilson – Austin Peay State University GIS Center (Manager)
28. Monty Fleet – Montgomery County Highway Department (Assistant Highway Supervisor)
29. Phillip Whittinghill - Clarksville Gas & Water (Water Treatment Plant Superintendent)
30. Rod Streeter – Montgomery County Building & Codes (Commissioner)
31. Scott Audet – Clarksville Transit System (Transportation Supervisor)
32. Tom Heath – Clarksville Gas & Water
33. Tommy Butler - Clarksville-Montgomery County School System (Safety & Health)
34. Steve Batten- Clarksville Fire Rescue (Deputy Chief)



APPENDIX 2

Hazard Mitigation Team Meeting Sign-In Rosters

December 13, 2016 Hazard Mitigation Plan Meeting

Name	Agency
1. Dustin Haas	Montgomery County EMS
2. Randy Ellis	Clarksville Fire Rescue
3. David L. Lamberling	Building & Codes - City
4. Mike Baker	City - Building & Codes
5. Joe McElroy	TDN MCR
6. Susan Audet	Clarksville Transit System
7. Ginger Berlin Parker	County Risk Mgmt
8. Tracey Davis	TEMA
9. John Doss	Building & Codes (County)
10. Mark Shaver	Montgomery County Building & Codes
11. Davies Costello	APSec GTS
12. Debbie Smith	City of Clarksville
13. Jeff Bryant	STREET DEPT.
14. Ashlie Farmer	Street Dept. Clarksville
15. Tommy Butler	School System
16. Chris Cunningham	TEMA
17. Doug Woods	TEMA
18. Jeremy B. Buchanan	EMA
19. Edward E. Boudinot	EMA
20. Rodney Binnally	EMA

December 14, 2017

[illegible]

November 8, 2018

114



September 12, 2019

2019
Hazard Mitigation Team Meeting

Name	Organization	Email
Rodney Grimsley	EMA	ragrimsley@mcgtn.net
Tommy Butler	CMCSS	
Derrick G. Oliver	APSUPD	oliverd@apsu.edu
DAVID SHEPARD	CSD	d.shepard@cityofclarksville.com
Scott Bibb	CSD	SBibb@cityofclarksville.com
Lauren Richmond	CMCSS	lauren.richmond@cmcss.net
EMILY BOWERS	CMCSS	emily.bowers@cmcss.net
Debbie Smith	City of Clarksville	Debbie.Smith@cityofclarksville.com
Angelia Koski	mcgill	akkoski@mcgtn.net
Shane Coivens	Mont co F911	dsgivens@mcgtn.net
Wesley Golden	City of Clarksville	wes.golden@cityofclarksville.com
John Eskew	City of Clarksville	john.eskew@cityofclarksville.com
James Perras	Tennova Healthcare Clarksville	james.perras@mytennova.com
Jennifer Letourneau	City of Clks Parks/Rec	jennifer.letourneau@cityofclarksville.com
Donna E. Holden	TEMA	donna.holden@tn.gov
Kari Cochran	TEMA	Kari.M.Cochran@tn.gov



APPENDIX 2A

Public Review- HAZMIT TEAM/Public Comments Sign-In Sheet

Draft 1st Review- No Comments Received

Final Draft 2nd Review- No Comments Received



APPENDIX 3

2020 Plan Update- Public Briefing Notice 1st Review (Draft)

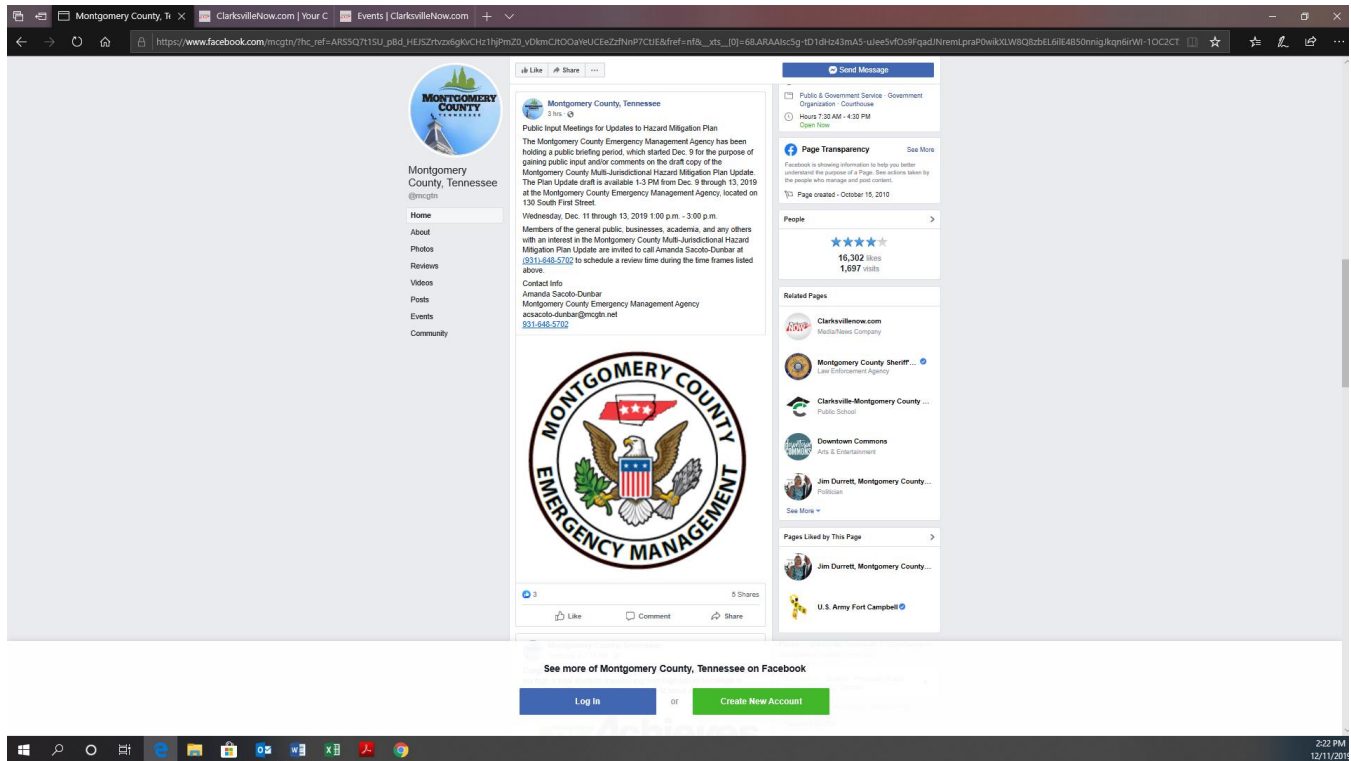
The screenshot shows the Montgomery County Emergency Management Agency website. The header is red with navigation links: HOME, NEWS, LIFESTYLE, EVENTS, SPORTS, ABOUT. Below the header, there is a red banner for "MRS. SANTA'S COOKIE AND CANDY ..." with the date Dec 7 and location The Way Christian Youth Center in Cadiz, K. Below this, there is a "Back to Event Search" button. The main content area features the Montgomery County Emergency Management Agency logo, a "Hazard Mitigation Plan Update" announcement for Monday, December 9, 2019, from 1:00 pm to 3:00 pm. It lists additional dates for Tuesday, Wednesday, Thursday, and Friday. A map shows the location at 130 South 1st S. Contact information for Amanda Sacoto-Dunbar is provided, including her email and phone number. A "Promote This" button is also visible. To the right, there are two news snippets: "APSU tops 11,000 students for first time in University history" and "MMA fighter Kilburn excited to put Clarksville on the map in UFC debut".

Clarksville Now Website

The screenshot shows the Clarksville Now website. The header is green with the Montgomery County Tennessee logo and navigation links: Visitors, Residents, Business, Services, Government. Below the header, there is a "County News" section with a "Public Input Meetings for Updates to Hazard Mitigation Plan" article. The article text states: "The Montgomery County Emergency Management Agency is holding a public briefing period for the purpose of gaining public input and/or comments on the draft copy of the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan Update. The Plan Update draft is available from 1-3 PM, December 9, 2019 through December 13, 2019 at the Montgomery County Emergency Management Agency, located on 130 South First Street. Monday, December 9, 2019 1:00 pm - 3:00 pm Tuesday, December 10, 2019 1:00 pm - 3:00 pm Wednesday, December 11, 2019 1:00 pm - 3:00 pm Thursday, December 12, 2019 1:00 pm - 3:00 pm Friday, December 13, 2019 1:00 pm - 3:00 pm Members of the general public, businesses, academia, and any others with an interest in the Montgomery County Multi-Jurisdictional Hazard Mitigation Plan Update are invited to call Amanda Sacoto-Dunbar at (931)-648-5702 to schedule a review time during the time frames listed above. Contact Info Amanda Sacoto-Dunbar Montgomery County Emergency Management Agency asacoto-dunbar@mcgtn.net 931-648-5702 EMA Logo". The footer includes "Connect with Montgomery County" with social media links and a "Contact Us" section with various contact options.

Montgomery County Website

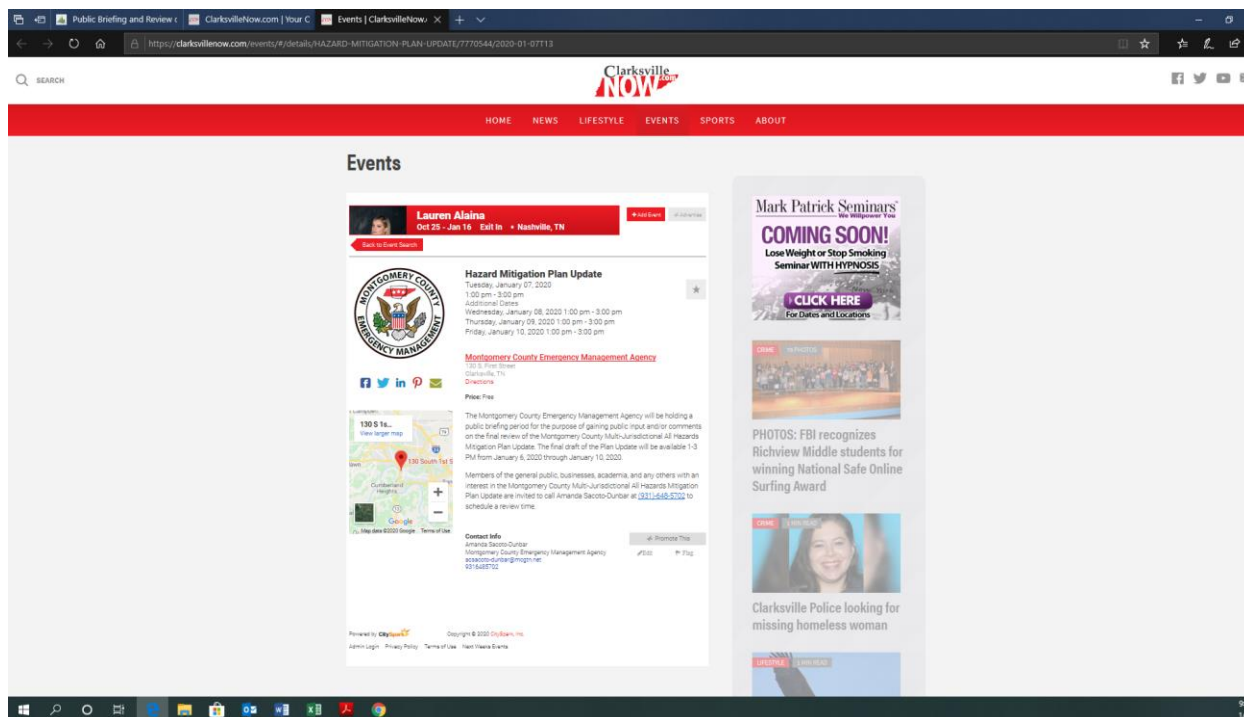
2020 Plan Update- Public Briefing Notice (Draft) (cont.)



Montgomery County Facebook Page



2020 Plan Update- Public Briefing Notice 2nd Review (Final Draft)

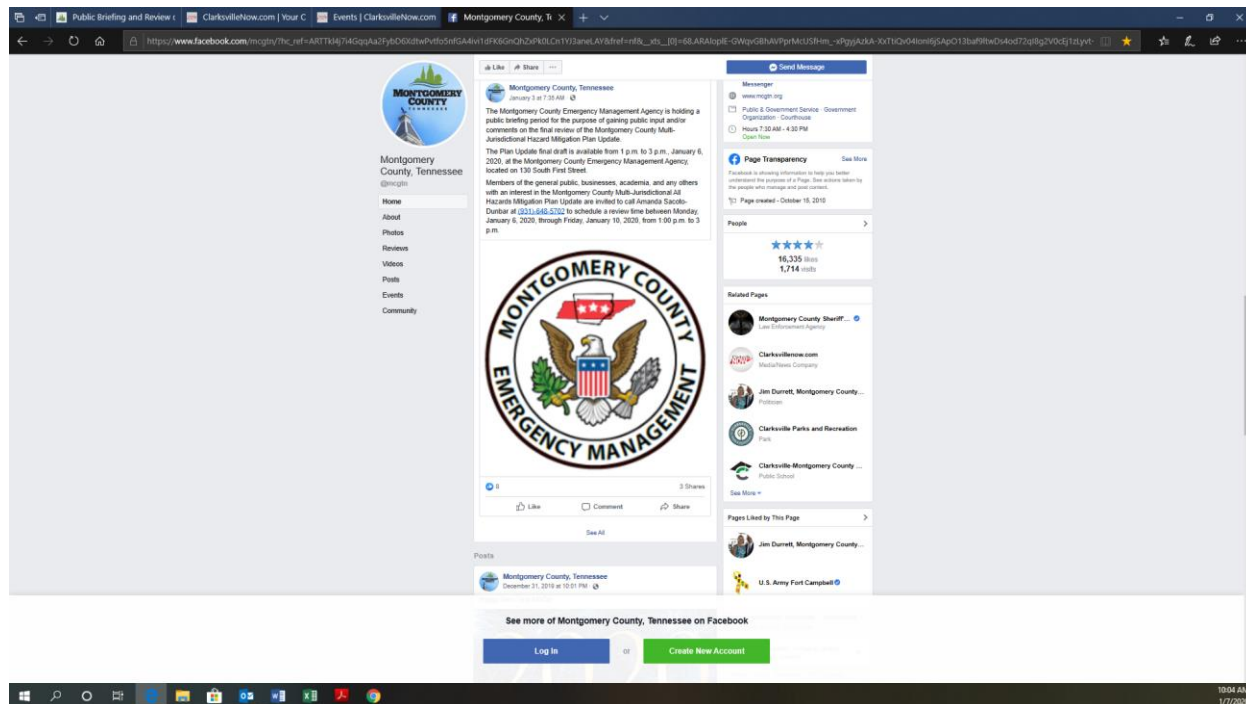


Clarksville Now Website



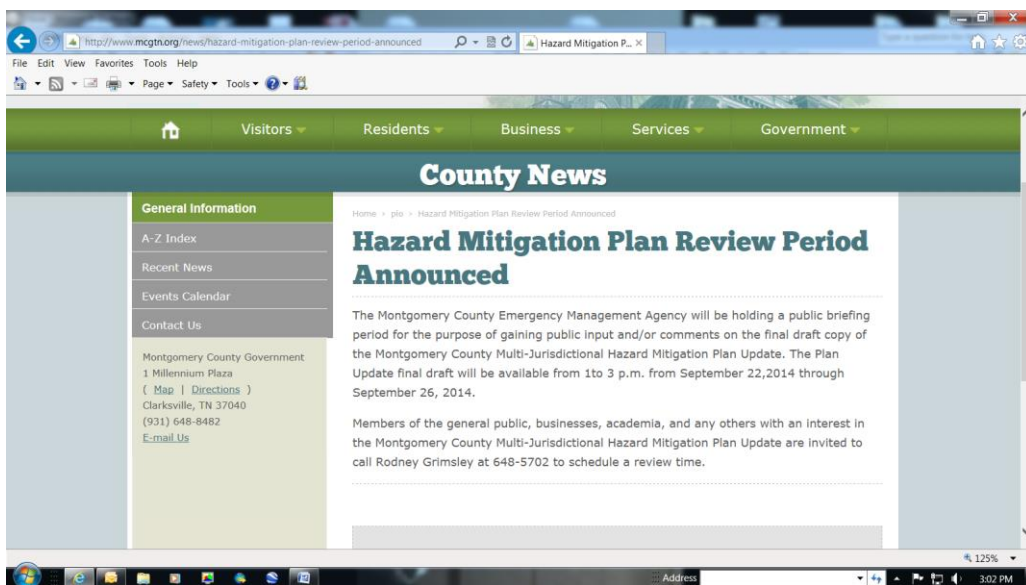
Montgomery County Website

2020 Plan Update- Public Briefing Notice 2nd Review (Final Draft) (cont.)

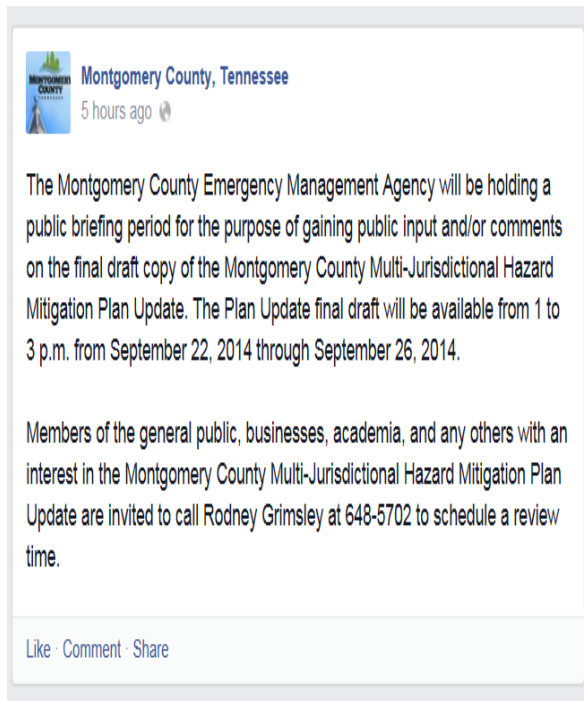


Montgomery County Facebook Page

2015 Public Notice Information



Montgomery County Website



Montgomery County Facebook Page



Public Notice Information- 2015 Plan Update (cont.)



The Leaf Chronicle Newspaper



APPENDIX 4

Flood Hazard History Data-2020 Plan Update

Location	State	Date	Time	Type	Deaths	Injuries	Property Damage
OAKWOOD	TN	12/23/2017	4:00	Flash Flood	0	0	0.00K
PORT ROYAL	TN	9/1/2017	2:00	Flash Flood	0	0	20.00K
FT CAMPBELL	TN	6/4/2017	23:50	Flash Flood	0	0	0.00K
KENWOOD	TN	7/28/2016	3:00	Flood	0	0	0.00K
OAKWOOD	TN	7/7/2016	2:00	Flash Flood	0	0	1.000M
FT CAMPBELL	TN	5/25/2016	17:00	Flood	0	0	0.00K
OAKWOOD	TN	7/5/2013	20:15	Flash Flood	0	0	2.00K
OAKWOOD	TN	4/27/2013	19:00	Flash Flood	0	0	1.000M
BRIARWOOD	TN	3/8/2012	16:56	Flash Flood	0	0	1.00K
WOODLAWN	TN	2/28/2011	6:50	Flash Flood	0	0	1.00K
KENNEDY	TN	2/24/2011	22:15	Flood	0	0	1.00K
CLARKSVILLE	TN	5/20/2010	10:19	Flash Flood	0	0	50.00K
FT CAMPBELL	TN	5/1/2010	15:40	Flood	1	0	1.900M
OAKRIDGE	TN	9/22/2009	11:00	Flood	0	0	25.00K
HAMPTON STATION	TN	7/30/2009	21:18	Flash Flood	0	0	5.00K
CLARKSVILLE	TN	5/9/2009	1:40	Flash Flood	0	0	300.00K
CLARKSVILLE	TN	12/7/2004	3:43	Flash Flood	0	0	1.00K
CLARKSVILLE	TN	8/4/2004	21:40	Flash Flood	0	0	1.00K
CLARKSVILLE	TN	8/4/2004	21:35	Flash Flood	0	0	10.00K
COUNTYWIDE	TN	6/18/2003	4:00	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	6/18/2003	3:30	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	5/7/2003	0:25	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	9/27/2002	0:12	Flood	1	0	0.00K
SOUTH PORTION	TN	3/20/2002	6:00	Flash Flood	0	0	0.00K
COUNTYWIDE	TN	3/17/2002	23:00	Flash Flood	0	0	0.00K
MONTGOMERY (ZONE)	TN	12/12/2001	16:55	Flood	0	0	0.00K
WEST PORTION	TN	11/29/2001	2:00	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	5/4/2000	19:00	Flash Flood	0	0	0.00K
ST BETHLEHEM	TN	7/2/1999	10:00	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	7/2/1999	8:15	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	5/5/1999	22:00	Flash Flood	0	0	50.00K
ST BETHLEHEM	TN	1/22/1999	16:30	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	7/23/1998	19:43	Flash Flood	0	0	50.00K



CLARKSVILLE	TN	6/10/1998	10:10	Flash Flood	0	0	0.00K
PORT ROYAL	TN	6/10/1998	10:10	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	6/30/1997	14:05	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	6/28/1997	8:33	Flash Flood	0	0	10.00K
CLARKSVILLE	TN	6/13/1997	23:30	Flash Flood	0	0	0.00K
COUNTYWIDE	TN	3/5/1997	13:00	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	3/2/1997	15:15	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	3/2/1997	0:30	Flash Flood	0	0	500.00K
MONTGOMERY (ZONE)	TN	3/2/1997	0:00	Flood	0	0	500.00K
COUNTYWIDE	TN	3/1/1997	21:20	Flash Flood	0	0	10.00K
COUNTYWIDE	TN	3/1/1997	15:00	Flash Flood	0	0	0.00K
COUNTYWIDE	TN	2/4/1997	5:45	Flash Flood	0	0	0.00K
COUNTYWIDE	TN	2/4/1997	3:06	Flash Flood	0	0	0.00K
CLARKSVILLE	TN	2/4/1997	1:40	Flash Flood	0	0	10.00K
CLARKSVILLE	TN	12/16/1996	22:35	Flash Flood	0	0	0.00K

Flood Hazard History Data- 2015 Plan Update

Location	County/Zone	St.	Date	Time	Type	Dth	Inj	PrD
CLARKSVILLE	MONTGOMERY CO.	TN	5/4/2000	19:00	Flash	0	0	0.00K
WEST PORTION	MONTGOMERY CO.	TN	11/29/2001	2:00	Flash	0	0	0.00K
MONTGOMERY (ZONE)	MONTGOMERY (ZONE)	TN	12/12/2001	16:55	Flood	0	0	0.00K
COUNTYWIDE	MONTGOMERY CO.	TN	3/17/2002	23:00	Flash	0	0	0.00K
SOUTH PORTION	MONTGOMERY CO.	TN	3/20/2002	6:00	Flash	0	0	0.00K
CLARKSVILLE	MONTGOMERY CO.	TN	9/27/2002	0:12	Flood	1	0	0.00K
CLARKSVILLE	MONTGOMERY CO.	TN	5/7/2003	0:25	Flash	0	0	0.00K
CLARKSVILLE	MONTGOMERY CO.	TN	6/18/2003	3:30	Flash	0	0	0.00K
COUNTYWIDE	MONTGOMERY CO.	TN	6/18/2003	4:00	Flash	0	0	0.00K
CLARKSVILLE	MONTGOMERY CO.	TN	8/4/2004	21:35	Flash	0	0	10.00K
CLARKSVILLE	MONTGOMERY CO.	TN	8/4/2004	21:40	Flash	0	0	1.00K
CLARKSVILLE	MONTGOMERY CO.	TN	12/7/2004	3:43	Flash	0	0	1.00K



CLARKSVILLE	MONTGOMERY CO.	TN	5/9/2009	1:40	Flash	0	0	300.00K
HAMPTON STATION	MONTGOMERY CO.	TN	7/30/2009	21:18	Flash	0	0	5.00K
OAKRIDGE	MONTGOMERY CO.	TN	9/22/2009	11:00	Flood	0	0	25.00K
FT CAMPBELL	MONTGOMERY CO.	TN	5/1/2010	15:40	Flood	1	0	1.900M
CLARKSVILLE	MONTGOMERY CO.	TN	5/20/2010	10:19	Flash	0	0	50.00K
KENNEDY	MONTGOMERY CO.	TN	2/24/2011	22:15	Flood	0	0	1.00K
WOODLAWN	MONTGOMERY CO.	TN	2/28/2011	6:50	Flash	0	0	1.00K
BRIARWOOD	MONTGOMERY CO.	TN	3/8/2012	16:56	Flash	0	0	1.00K
OAKWOOD	MONTGOMERY CO.	TN	4/27/2013	19:00	Flash	0	0	1.000M
OAKWOOD	MONTGOMERY CO.	TN	7/5/2013	20:15	Flash	0	0	2.00K



APPENDIX 5

Tornado Hazard History Data- 2020 Plan Update

Location	State	Date	Type	Mag.	Dth.	Inj.	Prop. Dam.
MC ALLISTERS XRDS	TN	6/19/2019	Tornado	EF0	0	0	15.00K
ST BETHLEHEM	TN	2/24/2018	Tornado	EF2	0	2	7.000M
DOTSONVILLE	TN	2/24/2018	Tornado	EF1	0	0	1.000M
EXCELL	TN	10/13/2014	Tornado	EF1	0	0	50.00K
CUMBERLAND HGTS	TN	5/2/2008	Tornado	EF1	0	0	100.00K
PALMYRA	TN	5/2/2008	Tornado	EF1	0	3	20.00K
SHILOH	TN	5/2/2008	Tornado	EF1	0	0	20.00K
SHILOH	TN	5/2/2008	Tornado	EF1	0	0	5.00K
CLARKSVILLE	TN	9/23/2006	Tornado	F0	0	0	40.00K
CLARKSVILLE	TN	11/15/2005	Tornado	F2	0	0	500.00K
CUNNINGHAM	TN	11/15/2005	Tornado	F0	0	0	0.00K
CUNNINGHAM	TN	11/15/2005	Tornado	F1	0	0	600.00K
SHILOH	TN	11/15/2005	Tornado	F1	0	0	500.00K
CLARKSVILLE	TN	5/4/2003	Tornado	F3	0	1	750.00K
PORT ROYAL	TN	11/10/2002	Tornado	F1	2	0	100.00K
CLARKSVILLE	TN	11/10/2002	Tornado	F0	0	0	0.00K
CLARKSVILLE	TN	5/27/2000	Tornado	F0	0	0	0.00K
CLARKSVILLE	TN	5/5/1999	Tornado	F0	0	0	0.00K
CLARKSVILLE	TN	1/22/1999	Tornado	F3	0	5	72.700M
WOODLAWN	TN	1/17/1999	Tornado	F1	0	0	20.00K
PORT ROYAL	TN	4/16/1998	Tornado	F2	0	0	10.00K
HILLTOP	TN	4/3/1998	Tornado	F2	0	0	100.00K
FT CAMPBELL	TN	6/17/1997	Tornado	F0	0	0	130.00K
MONTGOMERY CO.	TN	8/30/1985	Tornado	F1	0	0	0.25K
MONTGOMERY CO.	TN	5/7/1984	Tornado	F1	0	0	0.00K
MONTGOMERY CO.	TN	5/22/1973	Tornado	F1	0	0	0.00K
MONTGOMERY CO.	TN	5/7/1971	Tornado	F0	0	0	0.00K
MONTGOMERY CO.	TN	7/3/1970	Tornado	F1	0	1	25.00K
MONTGOMERY CO.	TN	4/27/1970	Tornado	F4	0	0	2.500M
MONTGOMERY CO.	TN	4/25/1961	Tornado	F2	0	2	25.00K
MONTGOMERY CO.	TN	11/18/1957	Tornado	F1	0	0	2.50K



Tornado Hazard History Data- 2015 Plan Update

Location	County/Zone	Date	Time	Type	Mag	Dth	Inj	Prd
	MONTGOMERY CO.	11/18/1957	04:00	Tornado	F1	0	0	3.00K
	MONTGOMERY CO.	4/25/1961	18:15	Tornado	F2	0	2	25.00K
	MONTGOMERY CO.	4/27/1970	14:00	Tornado	F4	0	0	2.500M
	MONTGOMERY CO.	7/3/1970	18:50	Tornado	F1	0	1	25.00K
	MONTGOMERY CO.	5/7/1971	2115	Tornado	F0	0	0	0.00K
	MONTGOMERY CO.	5/22/1973	19:15	Tornado	F1	0	0	0.00K
	MONTGOMERY CO.	5/7/1984	13:00	Tornado	F1	0	0	0.00K
	MONTGOMERY CO.	8/30/1985	19:00	Tornado	F1	0	0	0.00K
FT CAMPBELL	MONTGOMERY CO.	6/17/1997	18:13	Tornado	F0	0	0	130.00K
HILLTOP	MONTGOMERY CO.	4/3/1998	14:10	Tornado	F2	0	0	100.00K
PORT ROYAL	MONTGOMERY CO.	4/16/1998	9:18	Tornado	F2	0	0	10.00K
WOODLAWN	MONTGOMERY CO.	1/17/1999	19:28	Tornado	F1	0	0	20.00K
CLARKSVILLE	MONTGOMERY CO.	1/22/1999	4:15	Tornado	F3	0	5	72.700M
CLARKSVILLE	MONTGOMERY CO.	5/5/1999	17:58	Tornado	F0	0	0	0.00K
CLARKSVILLE	MONTGOMERY CO.	5/27/2000	14:10	Tornado	F0	0	0	0.00K
CLARKSVILLE	MONTGOMERY CO.	11/10/2002	0:50	Tornado	F0	0	0	0.00K
PORT ROYAL	MONTGOMERY CO.	11/10/2002	1:00	Tornado	F1	2	0	100.00K
CLARKSVILLE	MONTGOMERY CO.	5/4/2003	23:53	Tornado	F3	0	1	750.00K
SHILOH	MONTGOMERY CO.	11/15/2005	16:35	Tornado	F1	0	0	500.00K
CUNNINGHAM	MONTGOMERY CO.	11/15/2005	16:36	Tornado	F1	0	0	600.00K
CUNNINGHAM	MONTGOMERY CO.	11/15/2005	16:37	Tornado	F0	0	0	0.00K
CLARKSVILLE	MONTGOMERY CO.	11/15/2005	16:44	Tornado	F2	0	0	500.00K
CLARKSVILLE	MONTGOMERY CO.	9/23/2006	3:00	Tornado	F0	0	0	40.00K



SHILOH	MONTGOMERY CO.	5/2/2008	22:57	Tornado	EF1	0	0	5.00K
SHILOH	MONTGOMERY CO.	5/2/2008	23:00	Tornado	EF1	0	0	20.00K
PALMYRA	MONTGOMERY CO.	5/2/2008	23:05	Tornado	EF1	0	3	20.00K
CUMBERLAND HGTS	MONTGOMERY CO.	5/2/2008	23:10	Tornado	EF1	0	0	100.00K



APPENDIX 6

Winter Storm Hazard History Data- 2020 Plan Update

Location	State	Date	Time	Type	Deaths	Injuries	Property Damage
MONTGOMERY (ZONE)	TN	1/15/2018	19:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/12/2018	0:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/21/2016	21:00	Winter Storm	0	0	10.00K
MONTGOMERY (ZONE)	TN	3/4/2015	15:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	2/20/2015	12:00	Winter Storm	0	0	10.00K
MONTGOMERY (ZONE)	TN	2/16/2015	0:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	3/2/2014	16:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	12/7/2013	21:00	Ice Storm	0	0	20.00K
MONTGOMERY (ZONE)	TN	12/6/2013	16:00	Ice Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/15/2013	17:00	Ice Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	2/9/2011	13:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	2/7/2011	9:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/26/2011	1:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	12/24/2010	19:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	2/8/2010	17:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/29/2010	8:00	Heavy Snow	0	0	250.00K
MONTGOMERY (ZONE)	TN	1/27/2009	0:00	Ice Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	3/7/2008	18:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	2/10/2006	22:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	12/22/2004	20:00	Winter Storm	0	6	0.00K
MONTGOMERY (ZONE)	TN	2/9/2003	21:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/16/2003	11:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	12/4/2002	6:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/22/2000	14:30	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	12/24/1998	9:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	3/19/1996	1:00	Heavy Snow	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/6/1996	17:00	Winter Storm	0	0	0.00K
MONTGOMERY (ZONE)	TN	1/6/1996	5:50	Winter Storm	0	0	0.00K

Winter Storm Hazard History Data- 2015 Plan Update

County/Zone	Date	Time	Type	Dth	Inj	PrD
MONTGOMERY	1/22/2000	14:30	Winter Storm	0	0	0.00K
MONTGOMERY	12/4/2002	6:00	Winter Storm	0	0	0.00K
MONTGOMERY	1/16/2003	11:00	Heavy Snow	0	6	0.00K
MONTGOMERY	2/9/2003	21:00	Heavy Snow	0	0	0.00K
MONTGOMERY	12/22/2004	20:00	Winter Storm	0	0	0.00K



MONTGOMERY	2/10/2006	22:00	Heavy Snow	0	0	0.00K
MONTGOMERY	3/7/2008	18:00	Winter Storm	0	0	0.00K
MONTGOMERY	1/27/2009	0:00	Ice Storm	0	0	20.00K
MONTGOMERY	1/29/2010	8:00	Heavy Snow	0	0	0.00K
MONTGOMERY	2/8/2010	17:00	Heavy Snow	0	0	0.00K
MONTGOMERY	12/24/2010	19:00	Heavy Snow	0	0	0.00K
MONTGOMERY	1/26/2011	1:00	Heavy Snow	0	0	250.00K
MONTGOMERY	2/7/2011	9:00	Heavy Snow	0	0	0.00K
MONTGOMERY	2/9/2011	13:00	Heavy Snow	0	0	0.00K
MONTGOMERY	1/15/2013	17:00	Ice Storm	0	0	0.00K
MONTGOMERY	12/6/2013	16:00	Ice Storm	0	0	0.00K
MONTGOMERY	12/7/2013	21:00	Ice Storm	0	0	0.00K



APPENDIX 7

Thunderstorm/High Wind Hazard History Data- 2020 Plan Update

Location	Date	Time	Type	Deaths	Injuries	Property Damage
SHADY GROVE	6/22/2019	14:54	Thunderstorm Wind	0	0	3.00K
SANGO	6/22/2019	14:45	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	6/22/2019	14:43	Thunderstorm Wind	0	0	5.00K
ST BETHLEHEM	6/22/2019	14:37	Thunderstorm Wind	0	0	3.00K
CLARKSVILLE	6/22/2019	14:34	Thunderstorm Wind	0	0	5.00K
ST BETHLEHEM	6/22/2019	14:32	Thunderstorm Wind	0	0	2.00K
KENNEDY	6/22/2019	14:28	Thunderstorm Wind	0	0	15.00K
CLARKSVILLE	6/21/2019	18:03	Thunderstorm Wind	0	0	15.00K
ST BETHLEHEM	6/21/2019	17:59	Thunderstorm Wind	0	0	2.00K
SANGO	12/31/2018	13:33	Thunderstorm Wind	0	0	3.00K
BRIARWOOD	12/31/2018	13:23	Thunderstorm Wind	0	0	25.00K
BRIARWOOD	12/31/2018	13:22	Thunderstorm Wind	0	0	5.00K
STRINGTOWN	7/5/2018	16:16	Thunderstorm Wind	0	0	5.00K
HILLTOP	5/20/2018	17:55	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	2/24/2018	21:00	Thunderstorm Wind	0	0	25.00K
DOTSONVILLE	11/18/2017	15:49	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	5/27/2017	17:12	Thunderstorm Wind	0	0	5.00K
STRINGTOWN	5/27/2017	17:07	Thunderstorm Wind	0	0	3.00K
MONTGOMERY (ZONE)	4/3/2017	1:08	High Wind	0	0	0.00K
SANGO	3/1/2017	6:41	Thunderstorm Wind	0	0	1.00K
ST BETHLEHEM	3/1/2017	6:36	Thunderstorm Wind	0	0	1.00K
ROUND POND	3/1/2017	6:35	Thunderstorm Wind	0	0	1.00K
ST BETHLEHEM	3/1/2017	6:35	Thunderstorm Wind	0	0	2.00K
KENNEDY	3/1/2017	6:34	Thunderstorm Wind	0	0	1.00K
HILLTOP	3/1/2017	6:33	Thunderstorm Wind	0	0	2.00K
CLARKSVILLE	3/1/2017	6:33	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE ARPT	3/1/2017	6:31	Thunderstorm Wind	0	0	0.00K
BEL AIR ESTATES	3/1/2017	6:28	Thunderstorm Wind	0	2	40.00K
CLARKSVILLE	12/17/2016	20:26	Thunderstorm Wind	0	0	1.00K
HAMPTON STATION	11/28/2016	17:29	Thunderstorm Wind	0	0	1.00K
SHADY GROVE	11/28/2016	17:17	Thunderstorm Wind	0	0	1.00K
OAKWOOD	9/10/2016	14:18	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	8/3/2016	12:55	Thunderstorm Wind	0	0	1.00K

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SAILORS REST	8/1/2016	15:36	Thunderstorm Wind	0	0	3.00K
EXCELL	7/19/2016	14:03	Thunderstorm Wind	0	0	2.00K
CLARKSVILLE	7/19/2016	14:00	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	7/8/2016	19:09	Thunderstorm Wind	0	0	1.00K
STRINGTOWN	7/8/2016	18:58	Thunderstorm Wind	0	0	2.00K
KENWOOD	7/6/2016	14:13	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	6/28/2016	14:35	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	6/28/2016	14:30	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	6/15/2016	14:22	Thunderstorm Wind	0	0	10.00K
ST BETHLEHEM	6/15/2016	14:21	Thunderstorm Wind	0	0	1.00K
SANGO	5/1/2016	14:55	Thunderstorm Wind	0	0	3.00K
CLARKSVILLE	4/27/2016	16:25	Thunderstorm Wind	0	0	1.00K
OAKRIDGE	4/27/2016	16:09	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	2/2/2016	15:55	Thunderstorm Wind	0	0	3.00K
MC ALLISTERS XRDS	7/7/2015	15:31	Thunderstorm Wind	0	0	3.00K
ST BETHLEHEM	5/30/2015	16:13	Thunderstorm Wind	0	0	50.00K
ST BETHLEHEM	5/30/2015	16:10	Thunderstorm Wind	0	0	5.00K
ST BETHLEHEM	10/13/2014	17:15	Thunderstorm Wind	0	0	3.00K
BEL AIR ESTATES	10/13/2014	17:10	Thunderstorm Wind	0	0	5.00K
ST BETHLEHEM	10/13/2014	17:10	Thunderstorm Wind	0	0	5.00K
OAKRIDGE	10/13/2014	16:50	Thunderstorm Wind	0	0	3.00K
SHILOH	10/13/2014	16:45	Thunderstorm Wind	0	0	3.00K
CLARKSVILLE	8/20/2014	15:44	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE ARPT	8/20/2014	15:40	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE ARPT	8/20/2014	15:23	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE ARPT	8/20/2014	15:21	Thunderstorm Wind	0	0	0.00K
WOODLAWN	6/4/2014	21:50	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE ARPT	12/21/2013	20:19	Thunderstorm Wind	0	0	0.00K
KENWOOD	11/17/2013	17:41	Thunderstorm Wind	0	0	1.00K
SHILOH	7/18/2013	16:01	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE ARPT	7/18/2013	15:38	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE ARPT	7/18/2013	15:33	Thunderstorm Wind	0	0	1.00K
WOODLAWN	4/27/2013	18:20	Thunderstorm Wind	0	0	3.00K
EXCELL	9/7/2012	22:53	Thunderstorm Wind	0	0	5.00K
DOTSONVILLE	9/7/2012	22:43	Thunderstorm Wind	0	0	25.00K
PALMYRA	9/7/2012	22:40	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	8/16/2012	20:20	Thunderstorm Wind	0	0	1.00K

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BELDON	8/5/2012	18:50	Thunderstorm Wind	0	0	2.00K
ROUND POND	7/19/2012	23:45	Thunderstorm Wind	0	0	25.00K
BRIARWOOD	7/19/2012	23:40	Thunderstorm Wind	0	0	25.00K
KENWOOD	7/19/2012	23:35	Thunderstorm Wind	0	0	1.00K
MC ALLISTERS XRDS	7/18/2012	16:15	Thunderstorm Wind	0	0	10.00K
SANGO	7/18/2012	15:35	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	7/8/2012	19:30	Thunderstorm Wind	0	0	25.00K
CLARKSVILLE ARPT	7/6/2012	13:05	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE ARPT	7/6/2012	13:04	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE ARPT	7/6/2012	12:36	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/5/2012	15:55	Thunderstorm Wind	0	0	25.00K
HICKORY PT	7/4/2012	16:15	Thunderstorm Wind	0	0	20.00K
EXCELL	7/4/2012	15:50	Thunderstorm Wind	0	0	50.00K
RINGGOLD	6/11/2012	16:19	Thunderstorm Wind	0	0	8.00K
SHILOH	5/29/2012	16:15	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	5/29/2012	16:00	Thunderstorm Wind	0	0	5.00K
KENNEDY	5/29/2012	16:00	Thunderstorm Wind	0	0	10.00K
PORT ROYAL	5/29/2012	15:55	Thunderstorm Wind	0	0	30.00K
PARK LANE	5/29/2012	15:50	Thunderstorm Wind	0	0	30.00K
CLARKSVILLE	1/23/2012	0:30	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	1/23/2012	0:30	Thunderstorm Wind	0	0	25.00K
NEW PROVIDENCE	8/21/2011	1:35	Thunderstorm Wind	0	0	50.00K
KENNEDY	6/28/2011	2:05	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	5/25/2011	21:20	Thunderstorm Wind	0	0	25.00K
ST BETHLEHEM	4/26/2011	0:05	Thunderstorm Wind	0	0	20.00K
CLARKSVILLE	4/26/2011	0:04	Thunderstorm Wind	0	0	0.00K
SANGO	4/20/2011	0:10	Thunderstorm Wind	0	0	11.00K
SHADY GROVE	4/19/2011	23:58	Thunderstorm Wind	0	0	5.00K
WOODLAWN	4/19/2011	23:44	Thunderstorm Wind	0	0	50.00K
BELDON	2/24/2011	21:15	Thunderstorm Wind	0	0	10.00K
KENWOOD	2/24/2011	21:15	Thunderstorm Wind	0	0	25.00K
HAMPTON STATION	11/25/2010	15:45	Thunderstorm Wind	0	0	100.00K
KENNEDY	11/25/2010	15:30	Thunderstorm Wind	0	0	10.00K
BELDON	10/26/2010	10:15	Thunderstorm Wind	0	0	0.00K
SALEM	7/11/2010	16:05	Thunderstorm Wind	0	0	50.00K
CLARKSVILLE	6/17/2010	14:29	Thunderstorm Wind	0	0	15.00K
HAMPTON STATION	4/24/2010	16:03	Thunderstorm Wind	0	0	5.00K

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CLARKSVILLE	4/24/2010	15:53	Thunderstorm Wind	0	2	18.00K
KENNEDY	8/4/2009	18:30	Thunderstorm Wind	0	0	25.00K
DOTSONVILLE	7/15/2009	14:04	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	7/12/2009	17:35	Thunderstorm Wind	0	0	50.00K
SALEM	7/4/2009	18:30	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	6/17/2009	18:05	Thunderstorm Wind	0	0	50.00K
ST BETHLEHEM	6/16/2009	12:35	Thunderstorm Wind	0	0	7.00K
ROUND POND	5/9/2009	0:35	Thunderstorm Wind	0	0	150.00K
CLARKSVILLE	5/9/2009	0:30	Thunderstorm Wind	0	0	100.00K
CLARKSVILLE	7/22/2008	9:00	Thunderstorm Wind	0	0	0.50K
CLARKSVILLE	7/7/2008	15:25	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	6/12/2008	13:10	Thunderstorm Wind	0	0	0.20K
CLARKSVILLE	4/10/2008	23:35	Thunderstorm Wind	0	0	0.50K
CLARKSVILLE	2/5/2008	21:43	Thunderstorm Wind	0	0	100.00K
MONTGOMERY (ZONE)	1/29/2008	18:45	High Wind	0	0	60.00K
OAKWOOD	1/29/2008	18:22	Thunderstorm Wind	0	0	20.00K
MONTGOMERY (ZONE)	1/29/2008	18:10	High Wind	0	0	0.00K
WOODLAWN	10/18/2007	21:34	Thunderstorm Wind	0	0	0.00K
RINGGOLD	10/18/2007	21:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	6/24/2007	12:57	Thunderstorm Wind	0	0	0.20K
WOODLAWN	6/2/2007	16:15	Thunderstorm Wind	0	0	0.50K
CLARKSVILLE	5/15/2007	18:45	Thunderstorm Wind	0	0	0.30K
CLARKSVILLE	4/24/2007	12:25	Thunderstorm Wind	0	0	0.00K
PALMYRA	4/24/2007	12:17	Thunderstorm Wind	0	0	0.20K
CLARKSVILLE	2/20/2007	21:45	Thunderstorm Wind	0	0	0.00K
WOODLAWN	9/27/2006	21:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	9/23/2006	3:00	Thunderstorm Wind	0	0	0.00K
CUNNINGHAM	9/23/2006	2:50	Thunderstorm Wind	0	0	50.00K
CLARKSVILLE	8/14/2006	20:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/14/2006	20:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/2/2006	23:00	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	4/2/2006	22:55	Thunderstorm Wind	0	0	2.00K
CUNNINGHAM	4/2/2006	22:55	Thunderstorm Wind	0	0	0.00K
WOODLAWN	4/2/2006	22:50	Thunderstorm Wind	0	0	4.00K
WOODLAWN	4/2/2006	19:14	Thunderstorm Wind	0	0	5.00K
CUMBERLAND HGTS	4/2/2006	19:14	Thunderstorm Wind	0	0	2.00K

**Montgomery County
Multi-Jurisdictional All Hazards Mitigation Plan**



CLARKSVILLE	11/6/2005	3:45	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/19/2005	12:52	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/19/2005	12:40	Thunderstorm Wind	0	1	50.00K
CLARKSVILLE	1/13/2005	7:30	Thunderstorm Wind	0	0	0.00K
SANGO	10/14/2004	16:32	Thunderstorm Wind	0	0	10.00K
HILLTOP	10/14/2004	16:22	Thunderstorm Wind	0	0	5.00K
PALMYRA	10/14/2004	16:16	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	7/13/2004	20:15	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	7/6/2004	14:50	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/4/2004	14:25	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	3/20/2004	13:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/29/2003	19:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/28/2003	17:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/28/2003	17:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/28/2003	17:25	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/7/2003	0:25	Thunderstorm Wind	0	0	250.00K
CLARKSVILLE	5/5/2003	0:15	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/4/2003	23:44	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	11/10/2002	18:00	Thunderstorm Wind	0	0	0.00K
FT CAMPBELL	7/10/2002	12:35	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/3/2002	14:54	Thunderstorm Wind	0	0	0.00K
DOTSONVILLE	7/2/2002	23:35	Thunderstorm Wind	0	0	0.00K
SOUTH PORTION	7/2/2002	23:19	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/2/2002	12:45	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	5/13/2002	8:20	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/28/2002	4:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	11/24/2001	9:10	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	10/24/2001	18:15	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	9/6/2001	18:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/26/2001	20:00	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	7/18/2001	16:50	Thunderstorm Wind	0	0	0.00K
WOODLAWN	6/27/2001	14:41	Thunderstorm Wind	0	0	0.00K
MONTGOMERY (ZONE)	6/4/2001	19:58	High Wind	0	0	0.00K
COUNTYWIDE	5/20/2001	4:00	Thunderstorm Wind	0	0	0.00K
WOODLAWN	5/7/2001	15:40	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	2/24/2001	23:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	11/9/2000	11:05	Thunderstorm Wind	0	0	0.00K

**Montgomery County
Multi-Jurisdictional All Hazards Mitigation Plan**



CLARKSVILLE	8/4/2000	3:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/3/2000	18:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/3/2000	18:05	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/12/2000	12:45	Thunderstorm Wind	0	0	0.00K
HILLTOP	5/27/2000	14:20	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	5/26/2000	18:10	Thunderstorm Wind	0	0	5.00K
COUNTYWIDE	5/24/2000	20:42	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/13/2000	1:45	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/20/2000	16:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/17/2000	1:00	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	2/18/2000	18:20	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	7/1/1999	22:35	Thunderstorm Wind	0	0	50.00K
CLARKSVILLE	7/1/1999	20:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	6/28/1999	13:45	Thunderstorm Wind	0	0	0.00K
CUNNINGHAM	6/4/1999	22:23	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	6/4/1999	22:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	6/4/1999	21:57	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	6/4/1999	21:30	Thunderstorm Wind	0	0	0.00K
SANGO	2/7/1999	4:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	1/17/1999	19:53	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	11/10/1998	9:45	Thunderstorm Wind	0	0	1.00K
MC ALLISTERS XRDS	5/31/1998	21:30	Thunderstorm Wind	0	0	0.00K
WOODLAWN	5/25/1998	18:20	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/21/1998	17:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/21/1998	17:00	Thunderstorm Wind	0	0	80.00K
NORTHWEST PORTION	4/8/1998	11:05	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/8/1998	11:00	Thunderstorm Wind	0	0	0.00K
HILLTOP	4/3/1998	14:20	Thunderstorm Wind	0	0	100.00K
CLARKSVILLE	7/28/1997	17:40	Thunderstorm Wind	0	0	0.00K
PORT ROYAL	7/14/1997	20:15	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/14/1997	20:15	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/4/1997	3:25	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	7/4/1997	3:00	Thunderstorm Wind	0	0	15.00K
CLARKSVILLE	6/13/1997	18:00	Thunderstorm Wind	0	0	20.00K
CUNNINGHAM	5/26/1997	8:55	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	2/21/1997	7:40	Thunderstorm Wind	0	0	0.00K

**Montgomery County
Multi-Jurisdictional All Hazards Mitigation Plan**



CLARKSVILLE	11/7/1996	12:30	Thunderstorm Wind	0	0	0.50K
COUNTYWIDE	9/27/1996	2:45	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/29/1996	10:45	Thunderstorm Wind	0	0	0.30K
CLARKSVILLE	7/21/1996	19:33	Thunderstorm Wind	0	0	3.00K
CLARKSVILLE	6/23/1996	20:05	Thunderstorm Wind	0	0	0.00K
DOTSONVILLE	6/23/1996	19:58	Thunderstorm Wind	0	0	0.50K
CLARKSVILLE	6/15/1996	17:25	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/27/1996	13:30	Thunderstorm Wind	0	0	0.00K
WOODLAWN	4/20/1996	1:45	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	4/20/1996	1:40	Thunderstorm Wind	0	0	0.00K
PORT ROYAL	3/16/1996	14:00	Thunderstorm Wind	0	0	20.00K
CLARKSVILLE	3/16/1996	13:45	Thunderstorm Wind	0	0	1.00K
Clarksville	8/8/1995	11:10	Thunderstorm Wind	0	0	0.10K
Clarksville	7/24/1995	13:15	Thunderstorm Wind	0	0	5.00K
Clarksville	7/22/1995	13:45	Thunderstorm Wind	0	0	10.00K
Clarksville	6/7/1995	17:50	Thunderstorm Wind	0	0	2.00K
Clarksville	6/6/1995	15:45	Thunderstorm Wind	0	0	5.00K
Clarksville	5/14/1995	16:30	Thunderstorm Wind	0	0	5.00K
Clarksville	6/22/1994	0:15	Thunderstorm Wind	0	0	0.50K
Clarksville	6/21/1994	12:22	Thunderstorm Wind	0	0	0.50K
Clarksville	5/6/1993	17:30	Thunderstorm Wind	0	0	5.00K
MONTGOMERY CO.	9/10/1992	2:20	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	7/3/1992	1:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/25/1992	17:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	5/12/1992	17:10	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/4/1991	13:20	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	4/9/1991	11:45	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	9/7/1990	15:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/6/1990	17:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/3/1990	3:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/12/1989	13:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	11/4/1988	16:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	7/5/1987	16:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	10/2/1986	14:45	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	7/5/1985	14:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/23/1984	10:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	3/24/1984	21:00	Thunderstorm Wind	0	0	0.00K



MONTGOMERY CO.	8/28/1983	17:20	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	12/25/1982	18:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	5/28/1982	20:20	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	5/22/1982	16:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	7/13/1978	11:15	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/12/1977	16:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	3/20/1976	19:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	3/20/1976	18:45	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	1/10/1975	13:40	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	7/19/1974	23:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	7/7/1974	17:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	6/22/1974	15:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	7/27/1972	23:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	11/19/1970	22:40	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	9/16/1965	2:00	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	1/19/1964	22:15	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	8/7/1962	8:30	Thunderstorm Wind	0	0	0.00K
MONTGOMERY CO.	3/20/1955	16:00	Thunderstorm Wind	0	0	0.00K

Thunderstorm/High Wind Hazard History Data- 2015 Plan Update

Location	Date	Time	Type	Dth	Inj	PrD
COUNTYWIDE	2/18/2000	18:20	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/17/2000	1:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/20/2000	16:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/13/2000	1:45	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	5/24/2000	20:42	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/26/2000	18:10	Thunderstorm Wind	0	0	5.00K
HILLTOP	5/27/2000	14:20	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	7/12/2000	12:45	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/3/2000	18:05	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/3/2000	18:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/4/2000	3:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	11/9/2000	11:05	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	2/24/2001	23:30	Thunderstorm Wind	0	0	0.00K
WOODLAWN	5/7/2001	15:40	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	5/20/2001	4:00	Thunderstorm Wind	0	0	0.00K
WOODLAWN	6/27/2001	14:41	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/18/2001	16:50	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/26/2001	20:00	Thunderstorm Wind	0	0	5.00K



CLARKSVILLE	9/6/2001	18:00	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	10/24/2001	18:15	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	11/24/2001	9:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/28/2002	4:00	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	5/13/2002	8:20	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/2/2002	12:45	Thunderstorm Wind	0	0	0.00K
SOUTH	7/2/2002	23:19	Thunderstorm Wind	0	0	0.00K
DOTSONVILLE	7/2/2002	23:35	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/3/2002	14:54	Thunderstorm Wind	0	0	0.00K
FT CAMPBELL	7/10/2002	12:35	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	11/10/2002	18:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/4/2003	23:44	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/5/2003	0:15	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/7/2003	0:25	Thunderstorm Wind	0	0	250.00K
CLARKSVILLE	7/28/2003	17:25	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/28/2003	17:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/28/2003	17:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/29/2003	19:00	Thunderstorm Wind	0	0	0.00K
COUNTYWIDE	3/20/2004	13:10	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/4/2004	14:25	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/6/2004	14:50	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/13/2004	20:15	Thunderstorm Wind	0	0	5.00K
PALMYRA	10/14/2004	16:16	Thunderstorm Wind	0	0	5.00K
HILLTOP	10/14/2004	16:22	Thunderstorm Wind	0	0	5.00K
SANGO	10/14/2004	16:32	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	1/13/2005	7:30	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/19/2005	12:40	Thunderstorm Wind	0	1	50.00K
CLARKSVILLE	5/19/2005	12:52	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	11/6/2005	3:45	Thunderstorm Wind	0	0	0.00K
CUMBERLAND HGTS	4/2/2006	19:14	Thunderstorm Wind	0	0	2.00K
WOODLAWN	4/2/2006	19:14	Thunderstorm Wind	0	0	5.00K
WOODLAWN	4/2/2006	22:50	Thunderstorm Wind	0	0	4.00K
CUNNINGHAM	4/2/2006	22:55	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	4/2/2006	22:55	Thunderstorm Wind	0	0	2.00K
CLARKSVILLE	4/2/2006	23:00	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	8/14/2006	20:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	8/14/2006	20:00	Thunderstorm Wind	0	0	0.00K
CUNNINGHAM	9/23/2006	2:50	Thunderstorm Wind	0	0	50.00K
CLARKSVILLE	9/23/2006	3:00	Thunderstorm Wind	0	0	0.00K
WOODLAWN	9/27/2006	21:00	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	2/20/2007	21:45	Thunderstorm Wind	0	0	0.00K
PALMYRA	4/24/2007	12:17	Thunderstorm Wind	0	0	0.20K
CLARKSVILLE	4/24/2007	12:25	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	5/15/2007	18:45	Thunderstorm Wind	0	0	0.30K
WOODLAWN	6/2/2007	16:15	Thunderstorm Wind	0	0	0.50K
CLARKSVILLE	6/24/2007	12:57	Thunderstorm Wind	0	0	0.20K
RINGGOLD	10/18/2007	21:30	Thunderstorm Wind	0	0	0.00K
WOODLAWN	10/18/2007	21:34	Thunderstorm Wind	0	0	0.00K



OAKWOOD	1/29/2008	18:22	Thunderstorm Wind	0	0	20.00K
CLARKSVILLE	2/5/2008	21:43	Thunderstorm Wind	0	0	100.00K
CLARKSVILLE	4/10/2008	23:35	Thunderstorm Wind	0	0	0.50K
CLARKSVILLE	6/12/2008	13:10	Thunderstorm Wind	0	0	0.20K
CLARKSVILLE	7/7/2008	15:25	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	7/22/2008	9:00	Thunderstorm Wind	0	0	0.50K
CLARKSVILLE	5/9/2009	0:30	Thunderstorm Wind	0	0	100.00K
ROUND POND	5/9/2009	0:35	Thunderstorm Wind	0	0	150.00K
ST B	6/16/2009	12:35	Thunderstorm Wind	0	0	7.00K
CLARKSVILLE	6/17/2009	18:05	Thunderstorm Wind	0	0	50.00K
SALEM	7/4/2009	18:30	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	7/12/2009	17:35	Thunderstorm Wind	0	0	50.00K
DOTSONVILLE	7/15/2009	14:04	Thunderstorm Wind	0	0	10.00K
KENNEDY	8/4/2009	18:30	Thunderstorm Wind	0	0	25.00K
CLARKSVILLE	4/24/2010	15:53	Thunderstorm Wind	0	2	18.00K
HAMPTON STAT	4/24/2010	16:03	Thunderstorm Wind	0	0	5.00K
CLARKSVILLE	6/17/2010	14:29	Thunderstorm Wind	0	0	15.00K
SALEM	7/11/2010	16:05	Thunderstorm Wind	0	0	50.00K
BELDON	10/26/2010	10:15	Thunderstorm Wind	0	0	0.00K
KENNEDY	11/25/2010	15:30	Thunderstorm Wind	0	0	10.00K
HAMPTON	11/25/2010	15:45	Thunderstorm Wind	0	0	100.00K
KENWOOD	2/24/2011	21:15	Thunderstorm Wind	0	0	25.00K
BELDON	2/24/2011	21:15	Thunderstorm Wind	0	0	10.00K
WOODLAWN	4/19/2011	23:44	Thunderstorm Wind	0	0	50.00K
SHADY GROVE	4/19/2011	23:58	Thunderstorm Wind	0	0	5.00K
SANGO	4/20/2011	0:10	Thunderstorm Wind	0	0	11.00K
CLARKSVILLE	4/26/2011	0:04	Thunderstorm Wind	0	0	0.00K
ST BETHLEHEM	4/26/2011	0:05	Thunderstorm Wind	0	0	20.00K
CLARKSVILLE	5/25/2011	21:20	Thunderstorm Wind	0	0	25.00K
KENNEDY	6/28/2011	2:05	Thunderstorm Wind	0	0	10.00K
NEW PROVIDENCE	8/21/2011	1:35	Thunderstorm Wind	0	0	50.00K
CLARKSVILLE	1/23/2012	0:30	Thunderstorm Wind	0	0	25.00K
CLARKSVILLE	1/23/2012	0:30	Thunderstorm Wind	0	0	10.00K
PARK LANE	5/29/2012	15:50	Thunderstorm Wind	0	0	30.00K
PORT ROYAL	5/29/2012	15:55	Thunderstorm Wind	0	0	30.00K
KENNEDY	5/29/2012	16:00	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	5/29/2012	16:00	Thunderstorm Wind	0	0	5.00K
SHILOH	5/29/2012	16:15	Thunderstorm Wind	0	0	5.00K
RINGGOLD	6/11/2012	16:19	Thunderstorm Wind	0	0	8.00K
EXCELL	7/4/2012	15:50	Thunderstorm Wind	0	0	50.00K
HICKORY PT	7/4/2012	16:15	Thunderstorm Wind	0	0	20.00K
CLARKSVILLE	7/5/2012	15:55	Thunderstorm Wind	0	0	25.00K
CLARKSVILLE	7/6/2012	12:36	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/6/2012	13:04	Thunderstorm Wind	0	0	0.00K
CLARKSVILLE	7/6/2012	13:05	Thunderstorm Wind	0	0	10.00K
CLARKSVILLE	7/8/2012	19:30	Thunderstorm Wind	0	0	25.00K
SANGO	7/18/2012	15:35	Thunderstorm Wind	0	0	5.00K
MC ALLISTERS	7/18/2012	16:15	Thunderstorm Wind	0	0	10.00K



KENWOOD	7/19/2012	23:35	Thunderstorm Wind	0	0	1.00K
BRIARWOOD	7/19/2012	23:40	Thunderstorm Wind	0	0	25.00K
ROUND POND	7/19/2012	23:45	Thunderstorm Wind	0	0	25.00K
BELDON	8/5/2012	18:50	Thunderstorm Wind	0	0	2.00K
CLARKSVILLE	8/16/2012	20:20	Thunderstorm Wind	0	0	1.00K
PALMYRA	9/7/2012	22:40	Thunderstorm Wind	0	0	1.00K
DOTSONVILLE	9/7/2012	22:43	Thunderstorm Wind	0	0	25.00K
EXCELL	9/7/2012	22:53	Thunderstorm Wind	0	0	5.00K
WOODLAWN	4/27/2013	18:20	Thunderstorm Wind	0	0	3.00K
CLARKSVILLE	7/18/2013	15:33	Thunderstorm Wind	0	0	1.00K
SHILOH	7/18/2013	16:01	Thunderstorm Wind	0	0	1.00K
KENWOOD	11/17/2013	17:41	Thunderstorm Wind	0	0	1.00K
CLARKSVILLE	12/21/2013	20:19	Thunderstorm Wind	0	0	0.00K



APPENDIX 8

Summary of Changes- 2015 Plan Update

Cover Page

- Changed

Executive Summary

- Added

Section I

- All section 1 information was updated to match current information including, development trends, new business information, census data, maps, etc.

Section II

- Section 2 information was updated to reflect the current information including changes in the hazard mitigation team and how the planning team method of approach for this 5 year update process.

Section III

- Section 3 risk assessment information was updated with current statistics; maps, graphics, and a current HAZUS run. Loss estimations in some sections that were formally set at the “worst case” scenario from an unrealistic “total destruction” to a more realistic worst case value of 30%. The 30% value is still probably high, but it is based on one of the highest population growth areas of the county which also has the highest concentration of retail, food, commercial businesses, several schools and business colleges, the hospital, and the industrial park. This area also has a large amount of infrastructure as well as city and county emergency services assets due to the population density, businesses, and the industrial park. The hazard mitigation team evaluated this from several perspectives and agrees that 30% is a more realistic worst case value to work with.

Section IV

- Section 4 was reviewed and minor changes were made in the structure.
- Montgomery County Emergency Medical Services was added as a component of emergency services that had not been included before. They also are a critical and required component of any hazardous materials response.

Section V

- Section 5 was reviewed to insure that the existing goals objectives and strategies were still relevant.
- Flooding – Objective 3 & 4 will be deleted
- Severe Storms – All objectives are current and continuing



- Earthquake – Objective 2 is new
- Land Subsidence - All objectives are current and continuing
- Hazardous Materials – Objective 4 was updated to more accurately reflect current conditions.
- Objective 5 is new
- All Hazards
- Objective 5 & 6 are new

Section VI

- Section 6 was reviewed and minor changes to reference material dates and grammar changes were made.

Section VII

- Section 7 is in place for approval letters and resolutions one an approved pending adoption is received from FEMA.

Section VIII

- All appendixes were updated with current information
- Appendix 8A was added as the 2015 changes in the plan update process
- Appendix 9 changed to 2010 strategy status
- Appendix 10 was added – pictures from flood buy-out properties
- Appendix 11 was added – this shows the reconstruction and mitigation work at the waste water plant after the 2010 flood. Photos of some the pump station elevation and upgrade projects are here as well.
- Appendix 12 was added as the bibliography and references. This includes previous references and new ones.
- Appendix 13 was added as a whole community partnership/outreach section references.



APPENDIX 8a

Summary of Changes- 2020 Plan Update

- **Cover Page:** Changed the plans title from Montgomery County Multi-Jurisdictional Hazard Mitigation Plan to Montgomery County Multi-Jurisdictional All Hazards Mitigation Plan. Changed photo with February 2018 Tornado damage path. Incorporated all three jurisdictions logos (Montgomery County EMA, City of Clarksville and CMCSS).
- **Executive Summary:** Added information about the EF1 and EF2 February 2018 tornadoes.
- **Section 1:**
 - The Community-** Updated all pertinent information with current numbers on census data such as population (US Census Bureau), school data such as graduation rates and scholarship amounts for the most recent year (CMCSS), new businesses data (Hankook Tire, Google, LG Electronics) and maps were updated.
 - Agriculture-** Updated agriculture data to include use and revenue (USDA).
 - Challenges and Limitations-** Updated with current challenges faced in 2020 plan update.
 - New Benefits and Capabilities-** Updated with new partners.
- **Section 2:**
 - Hazard Mitigation Planning Team-** Updated with new members and deleted members that are no longer with the Hazard Mitigation Planning Team
 - Planning Team-Method of Approach-** Updated with new processes and recommendations.
- **Section 3:**
 - Flood Hazards-** Updated new maps.
 - Probability and Frequency-** Updated flood hazards history and total amount of damaged property.
 - Exposure and Impact-** Updated water treatment plant completion date. Updated NFIP data and charts, RL properties, buyouts and total amount in losses for properties.
 - Loss Estimation-** Updated HAZUS data and maps for 2020 plan update.
 - Flood Hazards from Inundation Due to Dam Failure-** This risk was removed from the plan as it was no longer a threat.
 - Tornado/High Wind Hazards-** Updated Wind Zones Map. Added Fujita and Enhanced Fujita Scale for comparison and reference. Updated tornado hazards history and total amount of damage. Added High Wind Storm Damage information.



Probability and Frequency- Added new photos of High Wind Storm Damage (October 2019) and Tornado Damage (February 2018) (Montgomery County EMA).

Winter Storm Hazards-

Probability and Frequency- Updated Winter Storm events with most current information.

Earthquake Hazards- Updated the Seismic Activities Map 2010-2018 (USGS).

Land Subsidence (Sinkhole) Hazards-

Consequences- Updated photo with most recent sinkhole event (Montgomery County EMA).

Loss Estimation- Updated Clarksville & Sango Area Sinkholes Map (APSU GIS).

Hazardous Materials-

Probability and Frequency- Updated HAZMAT data with most current data to date (TEMA).

Updated the EPA Enviromapper for Montgomery County, TN. (EPA Enviromapper).

Consequences- Updated HAZMAT incident photos.

- **Section 4:**

Risk Exacerbating Policies- Updated the karst policy information as Montgomery County has developed one.

- **Section 5:**

Goals, Objectives and Strategies- Updated a total of 28 Hazard Mitigation Projects (Flood, Severe Storms; Tornado/High Wind, Winter Storm, Earthquake, Land Subsidence (Sinkhole), Hazardous Materials and All-Hazards). This update included incorporating new mitigation projects, deleting obsolete projects and updating the current projects from the 2015 plan update.

- **Section 6:**

The Plan Maintenance has been reviewed with minor changes to the wording.

- **Section 7: Pending**

The Plan Adoption has been updated with all jurisdictions letters for the 2020 Plan Update.

- **Section 8:**

The appendix's have been updated with all changes and additions.

Appendix 1- The Hazard Mitigation Team Members List has been updated.

Appendix 2- The Hazard Mitigation Team Meeting Sign-In Rosters have been added for 2016, 2017, 2018 and 2019.

Appendix 2a- The HAZMIT/Public Comments Sign-In Sheet for 2020 Plan Update has been added.

Appendix 3- The 2020 Public Briefing Notices have been added.



Appendix 4- 2020 Flood Hazard History Data has been added. 2010 data has been deleted.

Appendix 5- 2020 Tornado Hazard History Data has been added. 2010 data has been deleted.

Appendix 6 -2020 Winter Storm History Data has been added. 2010 data has been deleted.

Appendix 7- 2020 Thunderstorm/High Wind History Data has been added. 2010 data has been deleted.

Appendix 8- Summary of changes from the 2015 plan update.

Appendix 8a- Summary of changes from the 2020 plan update.

Appendix 9- All references have been updated. All out of date sources that are no longer available have been deleted and resources with the most current information has been added.

Note Throughout the entire 2020 Plan Update a new format has been made from the 2015 Plan Update. There have also been grammar and punctuation updates.



APPENDIX 9

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FEMA Approval Letter

ORDINANCE 24-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE
PERTAINING TO THE CITY CODE OF ETHICS

WHEREAS, the City Council finds that amendments to the City Ethics Code are in order to further clarify ethical duties and obligations; and

WHEREAS, the City Council finds that it is in the best interests of the City and its residents to amend the City Ethics Code in order to permit the City Council to have discretion to approve the reimbursement of attorney fee costs for those City officials and employees who are charged with ethics violations; and

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

1. That Title 1 (Administration, Officers, and Personnel) of the Official City Code, Chapter 6 (Code of Ethics), Section 1-621 (Procedures for filing and evaluation of ethics complaints), sub-section b. (*Hearing procedures*), sub-subsection (1), sub-subsection (e) is deleted in its entirety and a new sub-subsection (e) is substituted therefore as follows:

Section 1-621. Procedures for filing and evaluation of ethics complaints

b. Hearing procedures

(1)

(e) Each party shall have the right to represent themselves, and to have the assistance of legal counsel, but may not be represented by non-attorneys. The City Council may approve payment or reimbursement of attorney fee expenses for officials and employees who are charged with an alleged ethics violation.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Section 1-621. Procedures for filing and evaluation of ethics complaints

b. Hearing procedures

(1)

(e) Each party shall have the right to represent themselves, and to have the assistance of legal counsel ~~at their own expense~~, but may not be represented by non-attorneys. The City Council may approve payment or reimbursement of attorney fee expenses for officials and employees who are charged with an alleged ethics violation.

ORDINANCE 29-2020-21

AN ORDINANCE TO AMEND ORDINANCE 29-2019-20 WHICH REPEALED THE OLD “INTERNAL SERVICE FUND GUIDELINES,” AND AMENDED THE OFFICIAL CODE BY ESTABLISHING A NEW INTERNAL SERVICE FUND LAW

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

WHEREAS, the City Council, pursuant to Ordinance 29-2019-20 repealed the old “internal service fund guidelines,” and amended the official code by establishing a new internal service fund law; and

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

Article VI. Organization and Personnel.

Section 3. City Attorney.

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

WHEREAS, the City Council finds that the best interests of the citizens requires that the Ordinance 29-2019-20, as previously adopted by the City Council, should be amended.

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

1. That Ordinance 29-2019-20 (as may be codified, or is to be codified, at City Code Section 6-514) be amended as set forth below.

Section 6-514. Internal Service Fund.

- (a) There is hereby established an General Liability account as a part of the Internal Service Fund to serve as a mechanism and accounting account for the purpose of administering and paying, as determined by appropriate authorities as set forth herein below, claims made against the City. As used herein the word “claim” shall include pre-litigation settlements, settlements of pending litigation, and / or payments of judgments against the City. The types of claims to be covered and administered through the General Liability account of the Internal Service Fund shall only include, On-the Job Injury claims, general liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or local law, breach of contract or contract like claims, or any other claims that should be paid out of the General Liability account as determined by the City Attorney, as well as outside counsel fees, expert fees, court reporter fees, court costs, and other costs associated with any such claims or litigation.
- (b) The City Attorney, and his / her assistants, shall be responsible for claims and litigation management, under the supervision of the City Council, not otherwise inconsistent with his duties as City Attorney as provided in the City Charter, or with state law of general application, to include the Tennessee Rules of Professional Conduct for attorneys. The City Attorney shall have full authority regarding the determination as to whether to retain outside counsel, and the selection of outside counsel, with regard to all legal matters involving the City, to include defense of claims made or threatened against the City, and the City Attorney shall make reports to the City Council regarding same from time to time, or as otherwise directed by the Mayor or City Council.
- (c) The Chief Financial Officer, and his / her assistants, shall be responsible for administering and collecting sufficient sums from the various departments, in a fair and equitable manner, and on an actuarial type basis, using prior claim history for each department, and other pertinent factors, in a manner to be determined by the Risk Manager, in consultation with the Chief Financial Officer, in order to fund and maintain the General Liability account of the Internal Service Fund in an amount sufficient to pay claims on an annual budget basis. Said General Liability account of the Internal Service Fund shall be a separate account within the Internal Service Fund, and shall be accounted for separately from the City general fund and other funds. The Chief Financial Officer may establish procedures for the requisition and documentation of payments made out of the General Liability account, not otherwise inconsistent with the provisions herein, the City Charter, and state law of general application. Except for OJI claims, an executed release shall be obtained in so far as possible from the claimant(s) for non-litigation

settlement payments, and litigation settlements not involving a judgment against the City.

(d) Specific claim / litigation settlement authority with regard to payments to claimants, but not including the payment of court ordered or other administrative tribunal judgments, or City retained outside counsel, expert, and / or court reporter fees, which shall be subject only to the approval of the City Attorney and the Mayor, subject to appropriated budget funding, shall be as follows:

(1) On-the-Job Injury claims, not involving litigation, shall be evaluated by the City Risk Manager (who may consult with the City Attorney) and shall be handled in accordance with the City of Clarksville on-the-job (OJI) injury program.

(2) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, up to an amount of \$7,500.00 (SEVEN THOUSAND AND FIVE HUNDRED DOLLARS) or less, may be approved for payment by the City Risk Manager.

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

(4) (4) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under

federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, in any amount greater than \$30,000.00 (THIRTY THOUSAND DOLLARS) but less than the budgeted amount for the Internal Service Fund, may be approved for payment by the Finance and Administration Committee of the City Council.

- (e) Nothing herein limits or prohibits the authority of the City Attorney to pursue litigation on behalf of the City with the City as plaintiff, as is provided for, or authorized by, either expressly or by implication, the City Charter, the City Code, state law of general application, or federal law, or as authorized by action of the City Council.
- (f) This ordinance shall take effect upon approval and shall apply to any existing or pending lawsuits or claims, and to any new lawsuits and claims filed or submitted on or after the effective date of this ordinance.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

Section 6-514. Internal Service Fund.

(a) There is hereby established an General Liability account as a part of the Internal Service Fund to serve as a mechanism and accounting account for the purpose of administering and paying, as determined by appropriate authorities as set forth herein below, claims made against the City. As used herein the word “claim” shall include pre-litigation settlements, settlements of pending litigation, and / or payments of judgments against the City. The types of claims to be covered and administered through the General Liability account of the Internal Service Fund shall only include, On-the Job Injury claims, general liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or local law, breach of contract or contract like claims, or any other claims that should be paid out of the General Liability account as determined by the City Attorney, as well as outside counsel fees, expert fees, court reporter fees, court costs, and other costs associated with any such claims or litigation.

(b) The City Attorney, and his / her assistants, shall be responsible for claims and litigation management, under the supervision of the City Council, not otherwise inconsistent with his duties as City Attorney as provided in the City Charter, or with state law of general application, to include the Tennessee Rules of Professional Conduct for attorneys. The City Attorney shall have full authority regarding the determination as to whether to retain outside counsel, and the selection of outside counsel, with regard to all legal matters involving the City, to include defense of claims made or threatened against the City, and the City Attorney shall make reports to the City Council regarding same from time to time, or as otherwise directed by the Mayor or City Council.

(c) The Chief Financial Officer, and his / her assistants, shall be responsible for administering and collecting sufficient sums from the various departments, in a fair and equitable manner, and on an actuarial type basis, using prior claim history for each department, and other pertinent factors, in a manner to be determined by the Risk Manager, in consultation with the Chief Financial Officer, in order to fund and maintain the General Liability account of the Internal Service Fund in an amount sufficient to pay claims on an annual budget basis. Said General Liability account of the Internal Service Fund shall be a separate account within the Internal Service Fund, and shall be accounted for separately from the City general fund and other funds. The Chief Financial Officer may establish procedures for the requisition and documentation of payments made out of the General Liability account, not otherwise inconsistent with the provisions herein, the City Charter, and state law of general application.

Except for OJI claims, an executed release shall be obtained in so far as possible from the claimant(s) for non-litigation settlement payments, and litigation settlements not involving a judgment against the City.

(d) Specific claim / litigation settlement authority with regard to payments to claimants, but not including the payment of court ordered or other administrative tribunal judgments, or City retained outside counsel, expert, and / or court reporter fees, which shall be subject only to the approval of the City Attorney and the Mayor, subject to appropriated budget funding, shall be as follows:

(1) On-the-Job Injury claims, not involving litigation, shall be evaluated by the City Risk Manager (who may consult with the City Attorney) and shall be handled in accordance with the City of Clarksville on-the-job (OJI) injury program.

(2) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, up to an amount of \$7,500.00 (SEVEN THOUSAND AND FIVE HUNDRED DOLLARS) or less, may be approved for payment by the City Risk Manager.

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

(4) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service

Fund as determined by the City Attorney, ~~up to an amount of \$150,000.00 (ONE HUNDRED FIFTY THOUSAND DOLLARS) or less~~ in any amount greater than \$30,000.00 (THIRTY THOUSAND DOLLARS) but less than the budgeted amount for the Internal Service Fund, may be approved for payment by the Finance and Administration Committee of the City Council.

~~(5) General Liability claims (to include personal injury, wrongful death, and / or property damage liability claims, automobile liability claims, negligence or tort claims of all kinds (but without waiving any defenses or limits established by the Tennessee Governmental Tort Liability Act)), employment related claims of any kind under federal, state, or local law, civil rights claims under federal or state law, breach of contract or contract like claims, or any other claims that should be paid out of the Internal Service Fund as determined by the City Attorney, greater than \$150,000.00 (ONE HUNDRED FIFTY THOUSAND DOLLARS), may only be approved for payment by majority vote of the City Council.~~

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

(f) This ordinance shall take effect upon approval ~~but~~ and shall ~~only~~ apply to ~~any existing or pending lawsuits or claims, and to any~~ new lawsuits and claims filed or submitted on or after the effective date of this ordinance. ~~The previously approved internal service fund guidelines as amended will apply to all lawsuits and claims filed or submitted prior to the effective date of this ordinance.~~