



FINANCE COMMITTEE AGENDA

This meeting will be conducted in person and via Google Meets

DATE: October 27, 2020

TIME: 3:00 p.m.

LOCATION: City Hall Conference Room/Google Meets

1) NON-PUBLIC MEETING

1. Rourke/Sons of Confederate Veterans v. City

2) PUBLIC MEETING CALL TO ORDER

3) ATTENDANCE

4) APPROVAL OF ELECTRONIC MEETING

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

5) CONSIDERATION OF SETTLEMENT

1. Rourke/Sons of Confederate Veterans v. City

6) ADOPTION OF MINUTES: September 22

7) DEPARTMENT REPORTS

1. PURCHASING *Camille Thomas*

- a) Report of bids
- b) Report of award of professional service contracts
 - Fire Dept. - Design for Fire Station #10 Addition from Powell Architecture in the amount of \$38,250.00.
 - Street Dept. - Boundary & Topo Survey for the Lilac Lane Detention from Suiter Surveying in the amount of \$4,455.00.
 - CDE - Design of a Distribution System from Seven State Power Corporation in the amount of \$40,000.00.
 - Transit - Leadership Coaching from Cushion Employer Service Corp. in the amount of \$10,000.00.
- c) Report of sale of surplus property on *GovDeals.com* September 2020: \$24,102.80.

2. GENERAL FUND

- a) Monthly report *Laurie Matta*

3. DEPARTMENT OF ELECTRICITY

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

4. CITY ATTORNEY

- a) Report of legal expenditures *Lance Baker*
 - Bradley Arant, Kimberly Black v. City - \$8,378.00
 - Bradley Arant, Jeff Robinson v. City - \$32,117.45

8) COMMITTEE ACTION

- 1. Approval of Personnel Policy 20-5 pertaining to Employee Military Leave
Will Wyatt
- 2. Approval of Personnel Policy 20-7 pertaining to On the Job Injury *Will Wyatt*

9) CITY COUNCIL ACTION

1. BUILDING & CODES

a) **ORDINANCE 40-2020-21** (First Reading) Amending the Official Code relative to adoption of the updated Codes of the International Code Council (Building Code, Gas Code, Plumbing Code, Residential Code, and Mechanical Code) *Jeff Henley (Public Safety Committee: Approval)*

2. HUMAN RESOURCES

a) **RESOLUTION 28-2020-21** Repealing RESOLUTION 25-1991-92, adopting Sick Leave Transfer Personnel Procedure 91-4, and adopting Personnel Procedure 20-1, establishing the Sick Leave Bank *Will Wyatt*

b) **RESOLUTION 29-2020-21** Adopting Personnel Policy 20-3 pertaining to HIPPA Privacy Policy *Will Wyatt*

c) **RESOLUTION 30-2020-21** Adopting Personnel Policy 20-4 pertaining to HIPPA Security Policy *Will Wyatt*

d) **RESOLUTION 32-2020-21** Adopting Personnel Policy 20-6 pertaining to Equal Employment Opportunity *Will Wyatt*

e) **RESOLUTION 33-2020-21** Adopting Personnel Policy 20-8 pertaining to Abusive Conduct Prevention *Will Wyatt*

3. PARKING COMMISSION

a) **ORDINANCE 42-2020-21** (First Reading) Amending the Official Code relative to valet parking *Laurie Matta*

10) PUBLIC COMMENTS

None.

11) ADJOURNMENT



FINANCE COMMITTEE SEPTEMBER 22, 2020

MINUTES

CALL TO ORDER

The regular monthly meeting of the City of Clarksville Finance Committee was called to order by Chairman Jeff Burkhart on Tuesday, September 22, 2020, at 3:30 p.m. in the City Hall Conference Room, 1 Public Square, Clarksville, Tennessee.

This meeting was conducted in person and via Google Meets.

ATTENDANCE

IN PERSON: Jeff Burkhart, Valerie Guzman, Jeff Henley, Stacey Streetman

VIA GOOGLE MEETS: Tim Chandler

Mayor Joe Pitts was also present.

APPROVAL OF ELECTRONIC MEETING

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

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

AYE: Burkhart, Guzman, Henley, Streetman

NO RESPONSE: Chandler

The motion to approve the electronic meeting passed.

ADOPTION OF MINUTES

Councilman Henley made a motion to adopt the minutes of August 25 and September 14. The motion was seconded by Councillady Streetman. The following vote was recorded:

AYE: Burkhart, Chandler, Guzman, Henley, Streetman

The motion to adopt the minutes unanimously passed.

PURCHASING

Director of Purchasing Camille Thomas presented the monthly bid summary and reported award of the following professional service contracts:

- Gas & Water - Engineering Services for the Utility Relocation at Tylertown Road and Oakland Road from HDR Engineering, Inc. in the amount of \$528,629.00.

Gas & Water General Manager Mark Riggins said this contract included relocation of utilities from Trenton Road to Oakland Road. In response to Councilman Henley's question, Mr. Riggins said the department usually hires the same engineer that designs the roadway improvements.

- Gas & Water - Survey, Design, Easement Descriptions and Construction Plans for the Northwest Manifold Improvements from Suiter Surveying & Land Planning, Inc. in the amount of \$58,250.00.

Ms. Thomas reported sales of surplus property on *GovDeals.com* for the month of August in the amount of \$4,980.00.

GENERAL FUND

Chief Financial Officer Laurie Matta said revenues exceeded expenditures for the previous month. She noted building permits and intergovernmental shared revenues were strong. She said efforts were still being made to improve tracking of shared county revenues. Ms. Matta reported department spending was 21% under budget. Local Option Sales Tax generated \$6.9 million with \$1.8 million for the General Fund, \$85,889 for the Road Fund, and \$5.6 million for schools. Year-to-Date capital project spending totaled \$3 million of \$36.9 million invested. The July 1 Fund Balance was \$26.4 million and the August 31 Fund Balance was \$28.9 million or 29.8% of budgeted expenditures. Ms. Matta said the City was anticipating a Justice Assistance Grant for face shields and gas masks for police officers and said the SAFER and COPS grants should be awarded soon.

DEPARTMENT OF ELECTRICITY

Chief Financial Officer David Johns said Broadband cash was up to \$4.3 million and retained earnings reached \$5.9 million. He said operating revenues were steady with the cost of programming down because of video service. The Broadband Division was showing a net income of \$461,000. Christy Batts reported a net gain of 130 customers. The Electric Division was showing normal activity with retained earnings of \$3.3 million and a net income of \$1.8 million. Mr. Johnson noted operating costs were down 2.8%.

CITY ATTORNEY

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

- Bradley Arant, Kimberly Black v. City - \$3,619.00
- Klein Solomon Mills, Ethics Committee Complaints - \$1,650.00

TDK PROPERTIES APPRAISAL

Mrs. Guzman made a motion to authorize obtaining an appraisal for a portion of the TDK Properties located along Rufus Johnson Road (Map 081 Parcel 054.02). The motion was seconded by Councilman Henley. Mr. Riggins said this property is being purchased for a new water booster station and water tank site for the Sango area to meet growth demands. The following vote was recorded:

AYE: Burkhardt, Chandler, Guzman, Henley, Streetman

The motion to authorize the appraisal unanimously passed.

PUBLIC COMMENTS

No requests were submitted to make public comments.

ADJOURNMENT

The meeting adjourned at 4:40 p.m.

FINANCE & ADMINISTRATION COMMITTEE
BID SUMMARY
OCTOBER 27, 2020

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

<u>BID #</u>	<u>DEPT.</u>	<u>DESCRIPTION</u>	<u>AWARDED TO</u>	<u>AMOUNT</u>
4089-RB	G&W	WW Structures Rehab Annual Contract	CTR Coatings	\$ 93,550.00
4095-RB	Transit	New Tire Purchases and Tire Retreading	Southern Tire Mart	\$ 155,985.00
4101	CDE	Clothing and Boots	Perfect Fit	See Attached
4107	Fire	Body Armor	Safe Life Defense	\$ 69,619.20

SOLE SOURCE PURCHASES

1. G&W - Future purchases and service of Xylem/Godwin pumps and parts from Xylem DeWatering Solutions.
2. G&W and Garage - Future purchases of Caterpillar parts from Thompson Machinery.
3. G&W - Future purchases of Sewer Equipment of America products from Jet-Vac Equipment Company.
4. G&W - Future purchases of Itron AMR devices and software from United Systems.
5. G&W - Future purchases and service of Case parts from Diamond Equipment Inc.
6. G&W - Future purchases and service of Aries cameras from Reliability Point LLC.
7. G&W - Future testing of residential/commercial meters from Measuring Systems Inc.
8. Garage - Future purchases and service of RTA software from Ron Turley Associates Inc.
9. Fire - Future purchases of Knox products from Knox Company.
10. Street - Future purchases of cold mix from Eubank Asphalt Paving.
11. Transit - Future purchases and service of Paralogic software from Code Choppers.
12. Parks - Future purchases and service of the Warning Siren System from American Signal Corp.
13. Police - Future purchases and services of the MPH speed trailer from MPH Industries Inc.

PURCHASE FROM THE SOURCEWELL COOPERTAIVE

1. G&W - 2021 Peterbilt Dump Truck from Rush Truck Centers in the amount of \$168,294.00.

STATE CONTRACT PURCHASES

1. IT - 12 Dell computers, 6 Poweredge servers, and 12 Veeam suites from Waypoint in the amount of \$408,999.48.
2. G&W - Two Nissan Frontier Trucks from Murfreesboro Nissan in the amount of \$42,030.00.
3. IT - Bomgar Virtual Appliance from Carahsoft Technology Corp. in the amount of \$28,002.83.

PURCHASE FROM THE OMNIA PARTNERS COOPERATIVE

1. IT - ZIX encrypt plus from CDW-G in the amount of \$16,023.96.

Bid 4089-RB - G&W - WW Structures Rehab Annual Contract

CTR Coatings	\$93,550.00*	
Spectr Tech	\$98,000.00	
Action Environmental	No Response	
Alberici Constructors	No Response	
Crowder Construction	No Response	
English Mountain Construction	No Response	
Gregory Construction	No Response	
HDR Construction Control	No Response	
HDR Engineering	No Response	
Moore Construction Company	No Response	Local
Parchman Construction	No Response	Local
Peed Bros	No Response	
Red Construction	No Response	
Reynolds Construction	No Response	
Rose Construction	No Response	
Sepm Construction	No Response	
Synagro	No Response	
Thalle Construction	No Response	
The Whiting-Turner Contracting	No Response	

Bid #4095-RB - Transit - New Tire Purchases and Tire Retreading

Southern Tire Mart	\$155,985.00*	
Best One Tires	\$168,750.00	Local
Raben Tire	\$179,130.00	Local
Goodyear Tire	\$179,130.00	Local
TCB Group	Buy America Form not signed	

Hankook Tire	No Response	Local
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Bid #4101 - CDE - Clothing and Boots

Perfect Fit	See Attached*	
D and D Companies Inc.	No Response	Local
UniFirst Uniforms	No Response	Local
New Day Uniforms	No Response	Local
CMS Uniforms	No Response	

Bid #4107 - Fire - Body Armor

Safe Life Defense	\$69,619.20*
CMS Uniforms	\$76,160.00
Craig's Firearms	\$107,288.80
Kiesler Police Supply	No Bid
NAFECO	No Bid
Gall's LLC	Did not sign Illegal Aliens form
Accurate Law Enforcement	No Response
Armor Makers LLC.	No Response
Bullet Proof IT LLC.	No Response
Dana Safety Company	No Response
Falcon Company Tactical LLC.	No Response
GT Distributors, Inc.	No Response
One Point Solutions	No Response
Safeware Inc.	No Response
STRACK Inc.	No Response
Summit Uniforms	No Response
Survival Armor	No Response
MidSouth Solutions	No Response

*Department Recommendation

REQUEST FOR PROFESSIONAL SERVICE

I. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	FIRE STATION 10 ADDITION
NAME OF FIRM:	POWELL ARCHITECTURE
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	FIRM HAS WORKED ON SEVERAL ASSEMBLY ORIENTED OCCUPANCIES AND OTHER FIRE PROJECTS
YEARS OF EXPERIENCE:	28 YEARS
SIMILAR PROJECTS PERFORMED FOR THE CITY:	FIRE MAINTENANCE BUILDING
SIMILAR PROJECTS PERFORMED ELSEWHERE:	RUBY CORA EVENTS CENTER
OTHER QUALIFICATIONS:	ADA MEMBER
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	STEVE BATTON, DEPUTY CHIEF DAVID SMITH, PROJECT MANAGER
DEPARTMENT WHERE FUNDS ARE BUDGETED:	10470003-4800

Chief [Signature]
SIGNATURE OF DEPARTMENT HEAD OF BUDGETARY DEPT. OR HIS/HER DESIGNEE

29 Sep 2020
DATE

SB (SB) [Signature] (DS)
SIGNATURES OF OTHERS INVOLVED IN SELECTION

09/11/20
DATE

Carmil Thomas
SIGNATURE OF PURCHASING SUPERVISOR

9-30-20
DATE

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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	TBD \$ 38,250.00 <u>[Signature]</u>
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Acknowledgement of cost estimate received:

Carmil Thomas
SIGNATURE OF PURCHASING SUPERVISOR

10-2-20
DATE

[Signature]
SIGNATURE OF CHIEF FINANCIAL OFFICER

10/2/20
DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	Lilac Lane Detention - <i>Boundary + Topo Survey</i>
NAME OF FIRM:	Suiter Survey
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	Land surveying services to establish accurate property lines to avoid legal disputes, land topography mapping, as well as site planning and construction planning advice.
YEARS OF EXPERIENCE:	20+
SIMILAR PROJECTS PERFORMED FOR THE CITY:	2nd Street Survey
SIMILAR PROJECTS PERFORMED ELSEWHERE:	Various locations throughout TN and KY
OTHER QUALIFICATIONS:	TDOT prequalified in land surveying and design.
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Jack Frazier Chris Cowan
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Street Department <i>40431003-4332-19301</i>

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

9/29/2020
DATE

Phil Ryan *Chris Cowan*
SIGNATURES OF OTHERS INVOLVED IN SELECTION

9-29-20
DATE

Camille Thomas
SIGNATURE OF PURCHASING DIRECTOR

9-30-20
DATE

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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ <i>4,455.00</i> <i>ln</i>
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Acknowledgement of cost estimate received:

SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

DATE

Camille Thomas
SIGNATURE OF PURCHASING DIRECTOR

10-2-20
DATE

Shirley Motta
SIGNATURE OF CHIEF FINANCIAL OFFICER

10/2/20
DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	Wholesale Power Purchase Agreement. Engineers will develop an RFP and design distribution system to tie into existing substation. Power purchase will be aligned with the TVA wholesale Power Agreement and Long-Term Partnership Agreement.
NAME OF FIRM:	Seven State Power Corporation
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	7SPC has performed this task for multiple LPC's within the TVA service territory.
YEARS OF EXPERIENCE:	Been in business since 2007
SIMILAR PROJECTS PERFORMED FOR THE CITY:	NONE
SIMILAR PROJECTS PERFORMED ELSEWHERE:	Bright Ridge, Johnson City, Huntsville Utilities
OTHER QUALIFICATIONS:	Many employees are former TVA employees and have a vast knowledge of power generation and distribution as well as substation design.
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	Walter Haynes, Brian Taylor
DEPARTMENT WHERE FUNDS ARE BUDGETED:	Operations

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

9-23-2020
DATE

Walter Haynes
SIGNATURES OF OTHERS INVOLVED IN SELECTION

9/23/2020
DATE

Camille Thomas
SIGNATURE OF PURCHASING SUPERVISOR

9-29-20
DATE

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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$40,000.00
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Acknowledgement of cost estimate received:

Camille Thomas
SIGNATURE OF PURCHASING SUPERVISOR

9-30-20
DATE

[Signature]
SIGNATURE OF CHIEF FINANCIAL OFFICER

9/29/2020
DATE

REQUEST FOR PROFESSIONAL SERVICE

1. SELECTION OF FIRM

PROJECT NAME AND SCOPE OF WORK:	Leadership Coaching
NAME OF FIRM:	Cushion Employer Services Corp.
QUALIFICATIONS, COMPETENCE AND INTEGRITY OF FIRM:	Executive Coaching, Training and Development; Executive Search and Placement, Performance Management, Certified in Behavioral Assessment, Survey Technologies and Talent Development. Industries: Government, Education, IT, Manufacturing, Professional Services, Accounting and Finance, Healthcare.
YEARS OF EXPERIENCE:	24 Years
SIMILAR PROJECTS PERFORMED FOR THE CITY:	N/A
SIMILAR PROJECTS PERFORMED ELSEWHERE:	Transportation, Medical Management, Destination Management Organizations, Non-Profit Organizations, Financial Services and Information Technology
OTHER QUALIFICATIONS:	Workforce Solutions, HR Consulting, New Hire Recruiting and Selection, Compensation Strategies.
NAMES OF THOSE INVOLVED IN THE SELECTION (MUST BE 2 OR MORE AND MUST HAVE NO CONFLICT OF INTEREST AS PER PURCHASING POLICY):	<i>Will Wyatt</i>
DEPARTMENT WHERE FUNDS ARE BUDGETED:	<i>Transit</i>

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

DATE

[Signature]

9/24/20

SIGNATURES OF OTHERS INVOLVED IN SELECTION

DATE

Camille Thomas

9-24-20

SIGNATURE OF PURCHASING DIRECTOR

DATE

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

ESTIMATED COST (TO BE PROVIDED ONCE DETERMINED):	\$ <i>10,000</i>
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Acknowledgement of cost estimate received:

SIGNATURE OF DEPARTMENT HEAD/DESIGNEE

DATE

Camille Thomas

9-24-20

SIGNATURE OF PURCHASING DIRECTOR

DATE

Lori Wallis per email

9-28-20

SIGNATURE OF CHIEF FINANCIAL OFFICER

DATE

Clarksville, TN
Date range: 01 Sep 2020 - 30 Sep 2020

<u>ID ↑</u>	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2693	Chairs		Robert Spurgeon	USD	\$6.00	10 Sep 2020 10:15 AM ET	
2696	RANGING MEASURING SYSTEM		milton BLANKINSHIP	USD	\$50.00	30 Sep 2020 09:00 AM ET	
2703	Vizio 32 inch		James Johnson	USD	\$32.00	08 Sep 2020 10:15 AM ET	
2729	2008 Dodge Charger SE AWD	2B3LK43G38H318291	ellanzo Franklin	USD	\$3,350.00	08 Sep 2020 11:15 AM ET	
2763	Samsung Subwoofer and Sound Bar		James Johnson	USD	\$52.00	08 Sep 2020 10:30 AM ET	
2795	Neutronic Refrig. ID	RI-009030A	ibrahim mbaye	USD	\$7.55	14 Sep 2020 10:00 AM ET	

<u>ID ↑</u>	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2801	ENGINE ANALYZER & STAND WITH ACCESSORIES	26TL0010	dan sterk	USD	\$(12.00)	01 Sep 2020 10:45 AM ET	
2802	INJECTOR CLEANER	26TL0028	Clint Westerfield	USD	\$42.00	01 Sep 2020 10:30 AM ET	
2803	OTC BREAKOUT BOX	26TL0158	dan sterk	USD	\$(10.00)	01 Sep 2020 11:00 AM ET	
2808	1987 GMC C5D042	1GDE5D1A7HV505081	Linda Canter	USD	\$2,402.00	01 Sep 2020 11:00 AM ET	
2809	1990 Ford Eco.	1FTJE34YX1HB34706	James Mayesky	USD	\$268.58	03 Sep 2020 10:15 AM ET	
2812	Sokkia SDR33 Survey Data Collector		Mighty Rasing	USD	\$5.00	18 Sep 2020 10:15 AM ET	
2813	Exhaust fans		aquiles ramirez	USD	\$85.00	02 Sep 2020 10:00 AM ET	

<u>ID ↑</u>	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
2814	Cushman		bobby fraley	USD	\$68.67	02 Sep 2020 10:15 AM ET	
2815	Jacobsen Textron LF 3400		Charles Cronin	USD	\$466.00	02 Sep 2020 10:45 AM ET	
2816	ARBITRATOR SYSTEM		shaye rosenberg	USD	\$1,025.00	03 Sep 2020 10:15 AM ET	
2817	Computers, ETC.		Mighty Rasing	USD	\$778.00	16 Sep 2020 09:00 AM ET	
2819	Olathe Chipper		Timothy Kellems	USD	\$3,900.00	24 Sep 2020 09:15 AM ET	
2820	Law Books		Huasong Yin	USD	\$22.00	16 Sep 2020 09:15 AM ET	
					\$12,581.80		

Clarksville Transit Department, TN
Date range: 01 Sep 2020 - 30 Sep 2020

<u>ID ↑</u>	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
140	Lincoln Wire Matic 25		Jimmy Randolph	USD	\$360.00	07 Sep 2020 09:00 AM ET	
141	2007 Ford Explorer XLT 4.0L 4WD	1FMEU73E37UA47502	Andrew Wielawski	USD	\$3,750.00	15 Sep 2020 09:00 AM ET	
142	2010 RAM Dakota ST Extended Cab 4WD	1D7CW2BK7AS146087	Kenneth Holly	USD	\$5,000.00	15 Sep 2020 09:15 AM ET	
143	2006 Gillig Transit Bus	15GCA291361112420	Lauren Moseley	USD	\$2,226.00	22 Sep 2020 09:00 AM ET	
					\$11,336.00		

Clarksville Gas and Water Department, TN
Date range: 01 Sep 2020 - 30 Sep 2020

<u>ID</u> ↑	<u>Description</u>	<u>VIN/Serial</u>	<u>Buyer</u>	<u>Type</u>	<u>Sold Amount</u>	<u>Auction Ended</u>	<u>Credit Date</u>
292	Computers, Printers, Faxes etc.		Lee Woodward	USD	\$185.00	29 Sep 2020 08:08 AM ET	
					\$185.00		

Department of Finance & Revenue

September 2020 Financial Review

Fiscal Year 2021



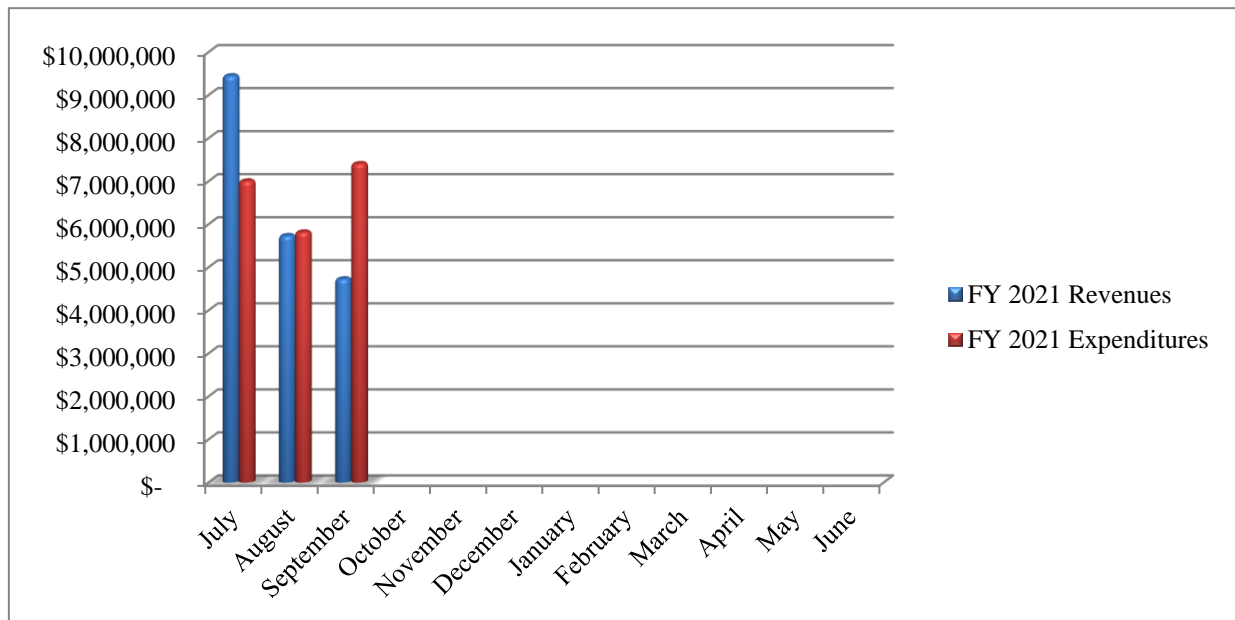
Clarksville, Tennessee
September 30, 2020

General Fund Revenues vs. Expenditures

Fiscal Year 2021

As of September 30, 2020

	FY 2021 Revenues	FY 2021 Expenditures	Monthly Variance
July	\$ 9,444,294	\$ 7,000,858	\$ 2,443,436
August	5,730,068	5,813,458	(83,390)
September	4,725,612	7,402,762	(2,677,150)
October			-
November			-
December			-
January			-
February			-
March			-
April			-
May			-
June			-
YTD Total	\$ 19,899,974	\$ 20,217,077	\$ (317,104)

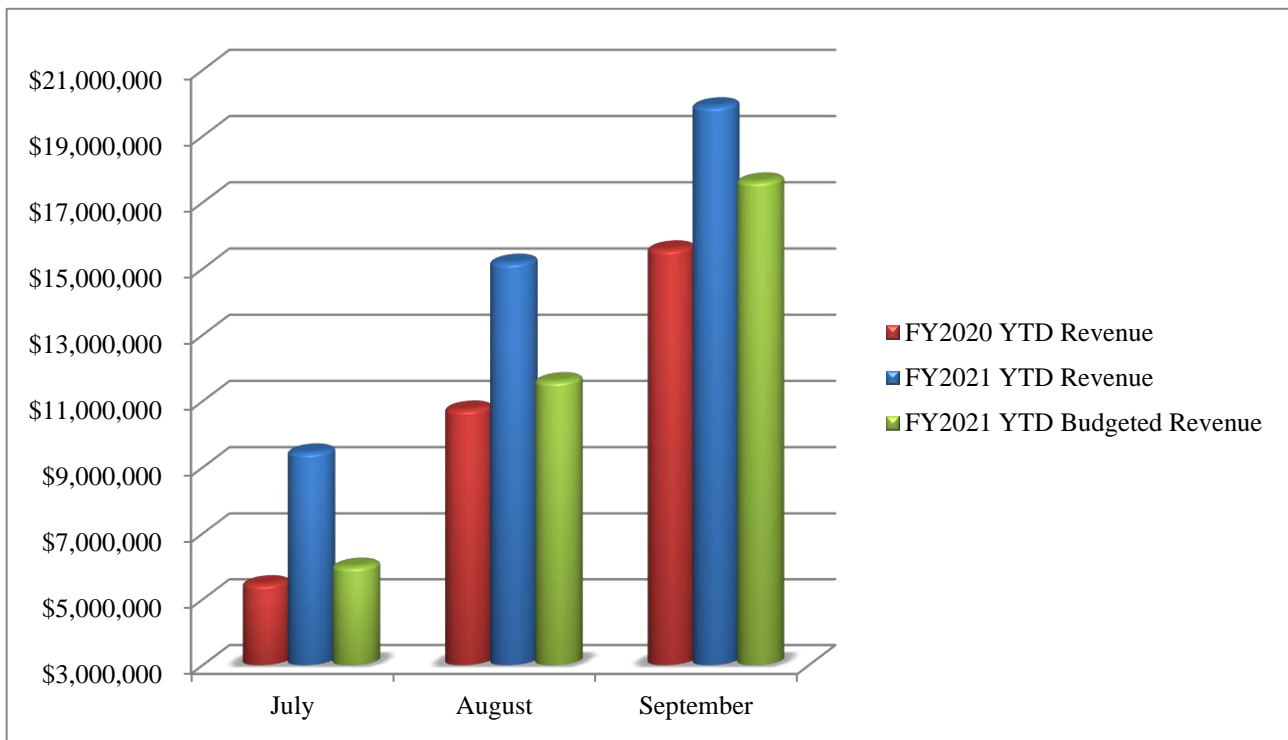


General Fund Revenue Comparison

Fiscal Year 2021

As of September 30, 2020

	FY 2020 Revenue	FY 2019 Revenue	Variance
July	\$ 9,444,294	\$ 5,454,774	\$ 3,989,520
August	5,730,068	5,286,834	443,234
September	4,725,612	4,836,616	(111,004)
October	-	-	-
November	-	-	-
December	-	-	-
January	-	-	-
February	-	-	-
March	-	-	-
April	-	-	-
May	-	-	-
June	-	-	-
YTD Total	\$ 19,899,974	\$ 15,578,224	\$ 4,321,750



GENERAL FUND REVENUES

Fiscal Year 2021

As of September 30, 2020

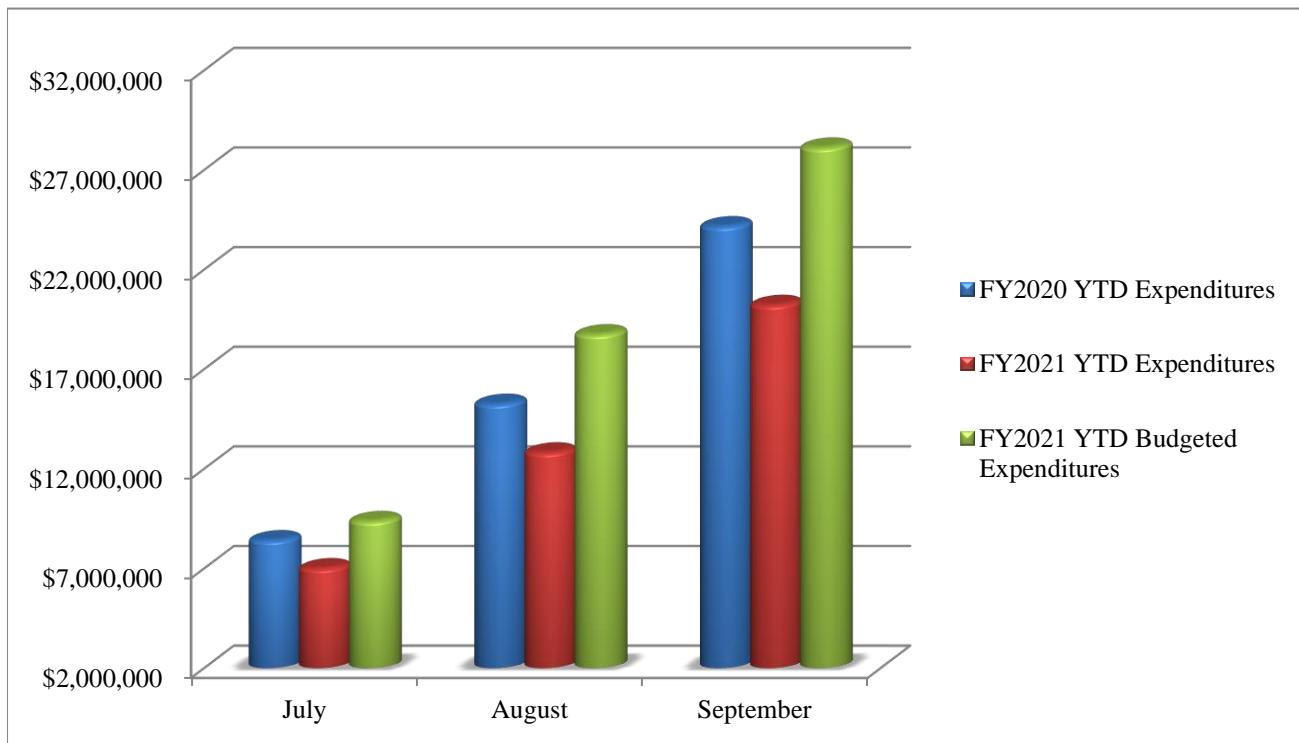
	Total Budget	YTD	Month
TAXES			
Prior Year Property Taxes	894,712	630,910	128,702
2020 Property Taxes	34,346,266	-	-
PILOTS	687,473	-	-
Local Option Sales Tax	20,238,985	5,171,096	1,666,037
Beer & Liquor Tax	4,553,322	1,273,500	386,094
Business License	3,202,692	898,175	38,910
Franchise Tax (cable)	1,500,932	-	-
Hote/Motel	350,000	88,656	32,864
Other Taxes	366,887	131,842	44,068
TOTAL TAXES	66,141,269	8,194,179	2,296,675
LICENSES AND PERMITS			
Building Permits	2,700,000	793,100	250,550
Other Permits	129,309	28,375	9,320
TOTAL PERMITS	2,829,309	821,475	259,870
INTERGOVERNMENTAL			
Grant reimbursements	938,157	-	-
State Shared Revenues			
TVA Replacement Tax	1,595,148	-	-
State Sales Tax	11,431,894	3,099,293	950,119
State Street Aid	4,917,044	1,249,324	421,792
Other Taxes	1,990,380	525,183	83,006
TOTAL INTERGOVERNMENT	20,872,623	4,873,801	1,454,917
OTHER REVENUES			
Charges for Services	624,671	161,473	55,197
Recreation	453,010	51,506	13,180
Golf Courses	737,318	268,006	72,942
Fines and Forfeitures	553,792	128,643	41,556
Investment & Interest Earnings	175,995	9,566	2,735
Other Misc. Revenues	1,024,193	64,582	46,140
Extraordinary Sources (COVID Funds)	5,841,737	3,490,202	0
Transfer from CDE	5,197,147	1,534,153	482,400
Transfer From CGW	3,628,651	302,388	0
Other Transfers	817,696	0	0
TOTAL OTHER REVENUES	19,054,210	6,010,519	714,150
TOTAL REVENUES GENERAL FUNI	108,897,411	19,899,974	4,725,612

General Fund Expenditure Comparison

Fiscal Year 2021

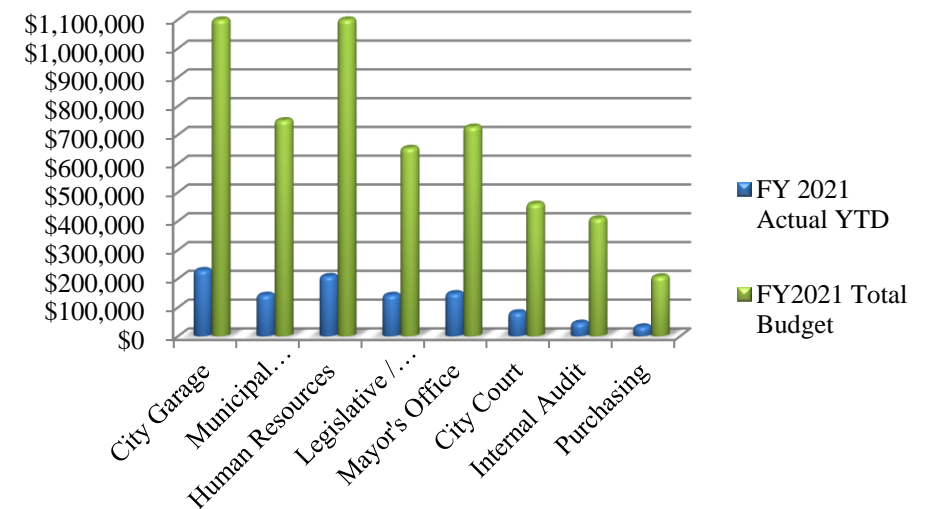
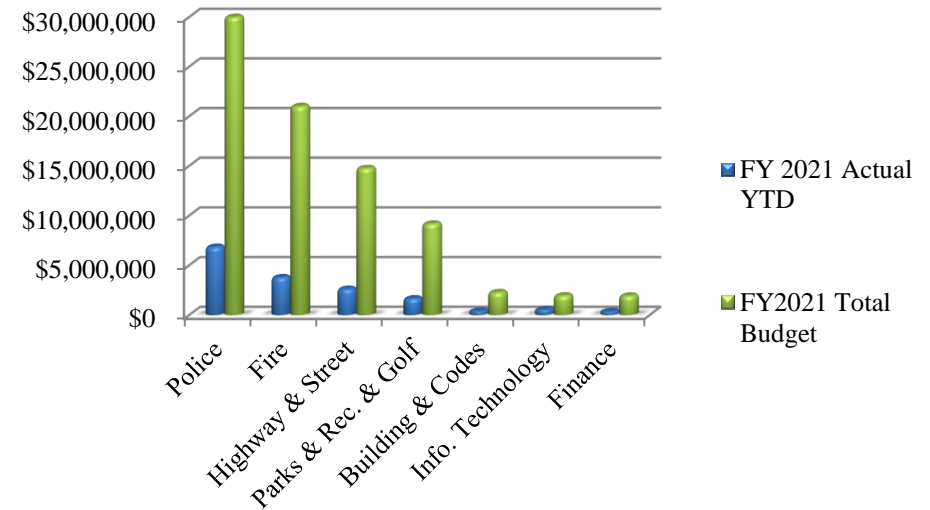
As of September 30, 2020

	FY 2021 Expenditures	FY 2020 Expenditures	Variance
July	\$ 7,000,858	\$ 8,407,620	\$ (1,406,762)
August	5,813,458	6,844,729	(1,031,271)
September	7,402,762	8,912,821	(1,510,060)
October	-	-	-
November	-	-	-
December	-	-	-
January	-	-	-
February	-	-	-
March	-	-	-
April	-	-	-
May	-	-	-
June	-	-	-
YTD Total	\$ 20,217,077	\$ 24,165,170	\$ (3,948,093)



General Fund Year-to-Date Departmental Budget vs. Actual Expenditures
Fiscal Year 2021
As of September 30, 2020

Departmental:	Expenditures FY 2019 YTD	Estimated YTD Budget	Variance (Over)Under
Police	\$ 6,845,293	\$ 8,329,465	\$ 1,484,172
Fire	3,788,269	5,252,881	1,464,612
Highway & Street	2,623,299	3,689,691	1,066,392
Parks & Rec. & Golf	1,661,813	2,294,746	632,933
Building & Codes	407,529	570,960	163,431
Info. Technology	557,947	488,095	(69,852)
Finance	364,300	485,329	121,029
City Garage	229,363	356,917	127,554
Municipal Properties	143,356	187,530	44,173
Human Resources	208,560	297,360	88,800
Legislative / Admin.	143,226	163,491	20,266
Mayor's Office	149,138	181,927	32,789
City Court	82,533	114,958	32,424
Legal	81,273	105,123	23,850
Internal Audit	46,529	102,336	55,807
Purchasing	33,549	51,849	18,300
Departmental Total	17,365,978	22,672,658	5,306,679
Nondepartmental:			
Debt	1,011,059	2,695,630	1,684,571
Extraordinary - COVID	774,059	1,122,551	348,491
Transit	25,833	383,627	357,794
Retirees	72,510	448,633	376,124
Other	967,637	792,262	(175,375)
YTD Total	\$ 20,217,077	\$ 28,115,361	\$ 7,898,284



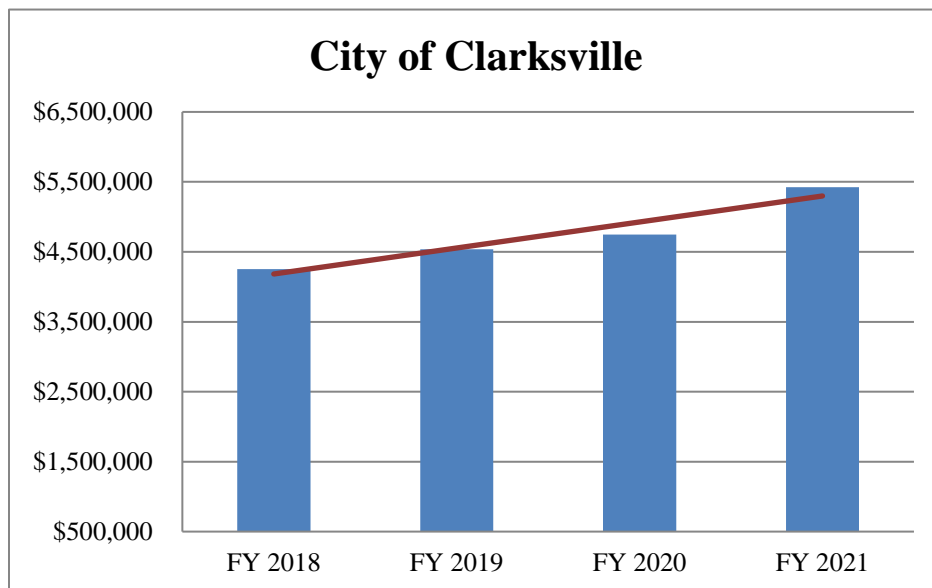
Schedule of Sales Tax Collections

Fiscal Year 2021

As of September 30, 2020

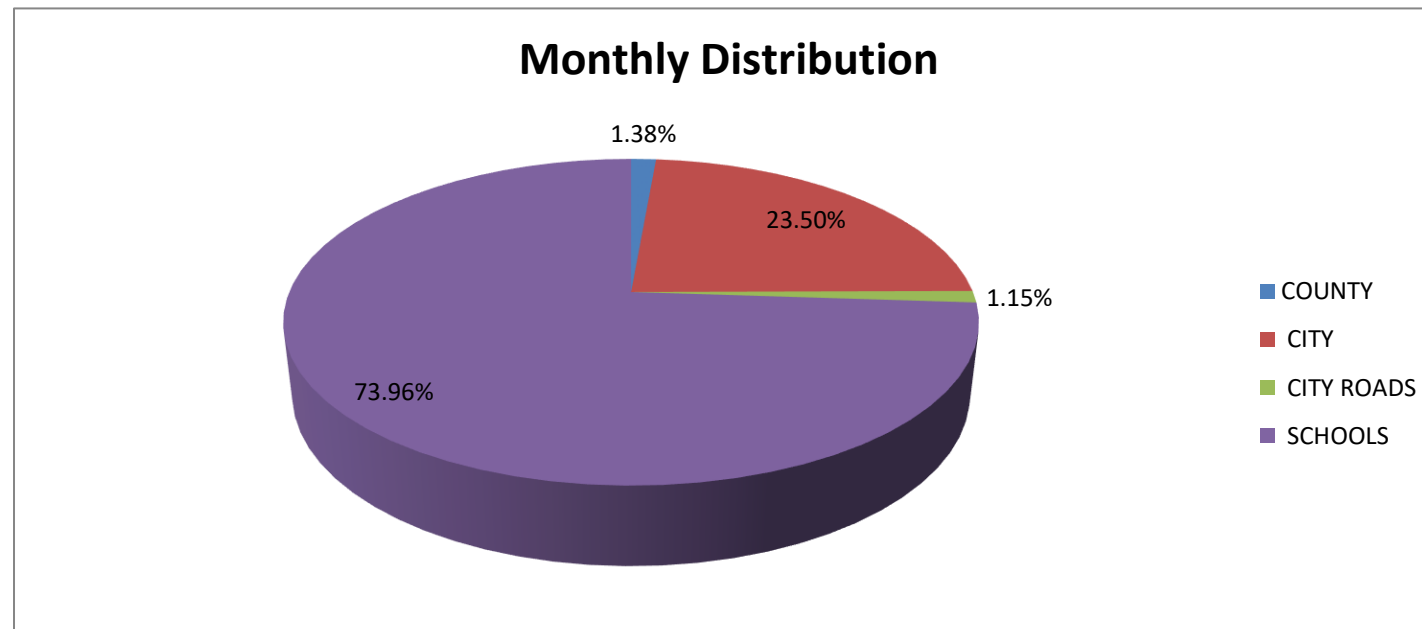
City of Clarksville Local Sales & Use Tax

	Net Collections FY 2018	Net Collections FY 2019	Net Collections FY 2020	Net Collections FY 2021
July	\$ 1,425,145	\$ 1,524,372	\$ 1,607,009	\$ 1,840,352
August	1,453,282	1,552,311	1,584,610	1,836,659
September	1,376,154	1,461,197	1,553,548	1,747,769
October				
November				
December				
January				
February				
March				
April				
May				
June				
YTD Total	\$ 4,254,581	\$ 4,537,880	\$ 4,745,167	\$ 5,424,780



Local Sales Tax Collections
Fiscal Year 2021
As of September 30, 2020

TOTAL		NET COLLECTIONS PAID TO				GROSS COLLECTIONS		
	NET COLLECTIONS	COUNTY	CITY	CITY ROADS	SCHOOLS	UNINCORPORATED AREA	CITY LIMITS	PAID TO STATE
July	\$ 7,463,614	\$ 103,279	\$ 1,754,290	\$ 86,062	\$ 5,519,983	\$ 585,231	\$ 6,963,304	\$ 84,921
August	7,511,005	106,783	1,750,770	85,889	5,567,563	647,132	6,949,333	85,460
September	7,120,548	100,012	1,666,037	81,733	5,272,767	588,563	6,613,002	81,018
October	-							
November	-							
December	-							
January	-							
February	-							
March	-							
April	-							
May	-							
June	-							
YTD TOTAL	\$ 22,095,166	\$ 310,073	\$ 5,171,096	\$ 253,684	\$ 16,360,312	\$ 1,820,926	\$ 20,525,639	\$ 251,399



Capital Project Status Report
Fiscal Year 2021
As of September 30, 2020

ACTIVE PROJECTS FY2020-2021		TOTAL FUNDING	FY EXPENSES 7/1/20-9/30/20	TOTAL ACTIVE PROJECT EXPENSES **	PROJECT BALANCE
STREET DEPARTMENT:					
93101	Rossvie/Dunbar Cave/Cardinal Improvements	13,280,000	28,007	2,793,642	10,486,358
14301	Edmondson Ferry/1A Bypass Interesection Improvement	1,150,004	0	1,150,002	2
15306	Northeast Connector	16,808,700	23,587	1,289,364	15,519,336
17301	International & Dunlop Intersection Improvement	2,807,831	0	445,506	2,362,325
17304	Adaptaive Signal Control Project (Wilma)	1,200,000	39,852	39,852	1,160,148
17305	Tylertown & Oakland Intersection Improvement	10,000,000	294,555	1,206,654	8,793,346
17307	Tylertown & Trenton Drainage Overflow Project	3,540,185	29,755	103,502	3,436,683
18301	Drainage Mitigation FY2018	225,841	0	106,642	119,199
18302	New Sidewalks FY2018	934,954	492,713	642,037	292,917
19301	Lilac Lane	100,000	0	2,600	97,400
19302	Whitfield Road Improvements	15,850,000	287,845	1,596,975	14,253,025
19303	Spot Intersection Improvements	1,500,000	15,945	110,081	1,389,919
20301	Dunbar Cave Road Bridge	600,000	57,375	57,875	542,125
20302	4th Street and College Signal	400,000	86,310	124,302	275,698
20303	New Sidewalks FY20-24	1,850,000	0	843,791	1,006,209
20304	Drainage Mitigation FY20-24	624,159	750	750	623,409
20305	Cemetary Retaining Wall	510,000	494,285	495,785	14,215
21301	Storm Sewer Rehab	350,000	0	0	350,000
21302	College Street Streetscape	300,000	0	0	300,000
21303	College Street SCO Repair/Replace	500,000	0	0	500,000
		\$ 72,531,674	\$ 1,850,978	\$ 11,009,360	\$ 61,522,314
PARKS & RECREATION:					
16503	Athlectic Complex	19,742,254	150,712	4,901,457	14,840,797
16504	Red River East Trail Project	2,403,712	41,572	2,195,958	207,754
17501	Valleybrook Park & Upland Trail Connection	0	0	0	0
17502	Public Spaces	150,000	0	150,000	0
17503	Edith Pettus Park Renovations	201,800	0	23,615	178,185
17504	Crow Community Center Renovation	370,000	166,839	286,705	83,295
17505	Liberty Park/Marina Remediation	905,218	163,387	266,169	639,049
17506	Swan Lake Renovations	1,046,605	0	1,039,218	7,387
19502	Pollard Road Additional Parking	229,199	0	227,701	1,498
19503	Billy Dunlop Pavillion & Restroom	382,485	0	380,591	1,894
19504	Heritage Park Improvements	1,000,000	31,138	539,760	460,240
19505	Regional Community Center	500,000	0	0	500,000
20501	Red River Pedestrian Bridge	3,068,233	0	11,681	3,056,552
20502	Mason Rudolph Cart Path Paving	0	0	0	0
20503	Swan Lake Cart Path Paving	190,800	0	187,700	3,100
20504	Burt Cobb Recreation Center Roof	230,000	32,443	223,932	6,068
21501	Marina Dredging at Red River East	330,000	0	0	330,000
		\$ 30,750,306	\$ 586,091	\$ 10,434,486	\$ 20,315,820
FIRE DEPARTMENT:					
16221	Fire Maintenance Facility	1,666,377	69,904	118,156	1,548,221
20221	Renovation of Station 10	0	0	0	0
20222	Custom Engine (replaces 1999 model)	590,000	588,374	588,374	1,626
21221	New Admin Building	200,000	0	0	200,000
21222	New Burn Building	225,000	0	0	225,000
21223	100' Ladder Truck	1,500,000	0	0	1,500,000
21224	New Rescue Truck	350,000	0	0	350,000
		\$ 4,531,377	\$ 658,278	\$ 706,530	\$ 3,824,847
POLICE DEPARTMENT:					
19211	District 3 Precinct Building	3,500,000	451,352	643,604	2,856,396
21211	Vista Lane Renoation	60,000	0	0	60,000
		\$ 3,560,000	\$ 451,352	\$ 643,604	\$ 2,916,396
GENERAL GOVERNMENT:					
41016	Corporate Business Park Expansion	\$ 14,368,821	\$ -	\$ 14,092,700	\$ 276,121
13101	Clarksville Performing Arts & Conf Center	7,833,963	0	179,907	7,654,056
15102	TDOT 2013 Multimodal Access	206,017	0	169,830	36,187
16103	2015 Multimodal Access Grant	241,189	0	222,043	19,146
19101	New Council Chambers	0	0	0	0
19102	Structural Repairs - Cumberland Garage	1,099,036	0	0	1,099,036
20101	Frosty Morn	1,200,000	173,704	178,204	1,021,796
		\$ 24,949,026	\$ 173,704	\$ 14,842,684	\$ 10,106,342
debt issuance costs					
Total Spent YTD: Major Projects		\$ 136,322,383	\$ 3,720,404	\$ 37,636,664	\$ 98,685,719

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

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

Fund Balances
Fiscal Year 2021
As of September 30, 2020

Fund	Estimated Beginning Fund Balance 7/01/20	Revenues YTD	Expenditures YTD	Estimated Ending Fund Balance 9/30/20
General Fund:	\$ 26,829,203	\$ 19,899,974	\$ 20,217,077	\$ 26,512,099
Capital Projects Fund:	558,793	786,507	3,722,404	(2,377,104)
Debt Service Fund:	502,906	1,011,059	1,011,059	502,906
Internal Service Funds:	6,919,532	1,457,058	4,600,326	3,776,264
Non-Major Governmental Funds:				
Drug Fund	754,410	53,141	26,310	781,242
Road Improvement Fund	1,290,400	253,684	0	1,544,084
Police Special Fund	165,524	17,925	142,832	40,617
Parks Special Fund	261,198	53,332	56,103	258,427
Other Special Revenue Fund*	812,813	63,843	434,508	442,148
Community Development	496,555	0	128,332	368,223
Capital Projects Revenue District Fund	467,555	0	0	467,555

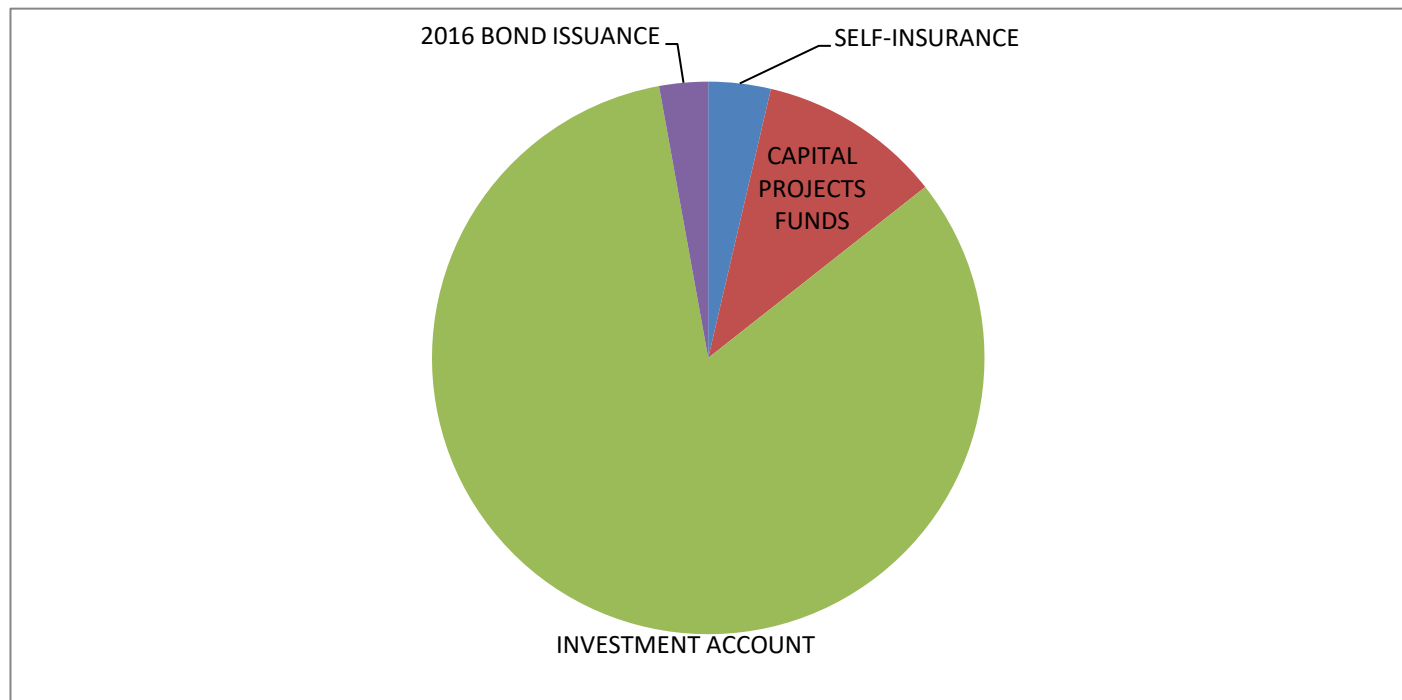
* Includes: Fire Spec. Rev., Traffic Camera Police & Parks, SRF

Notice of Grant Applications
Fiscal Year 2021
As of September 30, 2020

Date Submitted	Project Title	Funding Agency	Funds Requested	Match Required	Status	Notes
03/19/20	2019 Assistance to Firefighters Grant	US Dept of Homeland Security	\$146,489	\$14,649	Submitted	Federal funding to purchase mobile air units, thermal imaging cameras and training for CFD.
03/25/20	2021 Alcohol & Impaired Driving Enforcement	TN Highway Safety Office (THSO)	133505.4 125000	\$0	Awarded	Funding for alcohol and impaired driver countermeasures. Pays for overtime for officers to conduct DUI checkpoints and saturation patrols for a one year period. Including purchase of equipment for DUI checkpoints.
03/25/20	2021 Child Passenger Safety and Occupant Protection	TN Highway Safety Office (THSO)	\$10,564	\$0	Not funded	Funding for child safety seats and booster seats to provide to low income families and staff time for events/enforcement of proper use of child passenger restraints.
03/27/20	2021 Bicycle/Pedestrian Safety	TN Highway Safety Office (THSO)	\$13,544	\$0	Not funded	Funding for training of officers for bicycle/pedestrian crash investigations, staff time for enforcement and public awareness activities.
03/30/20	2021 Distracted Driving	TN Highway Safety Office (THSO)	\$28,850	\$0	Not funded	Funding to purchase driving simulators for distracted driving educational purposes and public events.
05/15/20	2020 Assistance to Firefighters - COVID19 Supplement	US Dept of Homeland Security	\$56,563	\$5,656	Awarded	Federal funding to reimburse for PPE expenses incurred related to COVID19 as well as expected PPE expenses through May 2021. Funding only covers face masks, gloves and gowns used by firefighters on calls.
05/20/20	2019 Staffing for Adequate Fire and Emergency Response (SAFER)	US Dept of Homeland Security	\$2,713,365	\$0	Awarded	Requested funding to hire 15 new firefighters. Funding would cover 100% to entry level salaries and benefits for 3 years. Share has been waived due to COVID19. Match was waived.
05/27/20	2019 Fire Prevention and Safety	US Dept of Homeland Security	\$60,683	\$3,034	Submitted	Federal funding to purchase a new fire safety trailer and training for two CFR staff to become certified Fire and Safety Educators
05/29/20	2020 Coronavirus Emergency Supplemental Funding (CESF)	US Dept of Justice	\$191,575	\$0	Awarded	Allocation to cover expenses related to COVID, both past and future anticipated expenses through January 2022
06/01/20	TN Agriculture Enhancement Program	TN Dept of Agriculture	2930 2920	2930 2920	Awarded	Requested funding to plant 26 trees along the riverbank at Trice Landing
08/17/20	2020 Edward Byrne Memorial Justice Grant JAG	US DOJ	\$58,694	\$0	Awarded	Annual share with Sheriff's Office. CPD will purchase face shields and gas masks for officer safety - county will purchase communication equipment, software and wireless communications services

Investment Report
Fiscal Year 2021
As of September 30, 2020

ISSUER NAME	PAR VALUE	CUSIP	COUPON RATE
LOCAL GOVERNMENT INVESTMENT POOL			
SELF-INSURANCE	\$ 592,434		0.250
CAPITAL PROJECTS FUNDS	1,745,647		0.250
INVESTMENT ACCOUNT	13,451,709		0.250
2016 BOND ISSUANCE	463,911		0.250
			0.250
LGIP TOTAL / AVERAGE	\$ 16,253,701		0.250



CDE Lightband
Rolling 4 month Balance Sheet - Broadband Division
September 30, 2020

	<u>9/30/19</u>	<u>% Change</u>	<u>9/30/20</u>	<u>8/31/20</u>	<u>7/31/20</u>	<u>6/30/2020 (R)</u>
Assets						
Current Assets:						
Cash -Operating Account	\$ 4,596,704.89	-0.43%	\$ 4,577,011.77	\$ 4,308,441.16	\$ 3,953,426.91	\$ 3,744,241.79
Accounts Receivable:						
Subscribers, less allowance	1,582,537.68	0.84%	1,595,837.17	1,571,332.97	1,521,344.14	1,551,354.00
Other	36,488.07	116.93%	79,152.53	89,772.43	101,825.09	127,947.46
Temporary advances - Electric	1,872,114.66	10.21%	2,063,267.75	2,016,204.21	2,136,442.75	2,123,796.85
Inventory	<u>382,216.78</u>	<u>55.68%</u>	<u>595,031.30</u>	<u>591,958.98</u>	<u>581,794.83</u>	<u>572,019.29</u>
Total Current Assets	\$ 8,470,062.08	5.20%	\$ 8,910,300.52	\$ 8,577,709.75	\$ 8,294,833.72	\$ 8,119,359.39
Noncurrent Assets:						
Construction Work In Progress	\$ 100,843.79	-27.73%	\$ 72,877.48	\$ 69,337.32	\$ 13,874.91	\$ 8,322.70
Telecommunications Plant	8,327,831.33	11.14%	9,255,725.48	9,192,401.58	9,194,502.42	9,220,379.22
Accumulated Depreciation	(5,432,583.32)	6.39%	(5,779,718.40)	(5,726,071.72)	(5,699,432.20)	(5,640,605.30)
Deferred Debit - Software & Outflows of Resources	<u>534,029.53</u>	<u>-8.55%</u>	<u>488,357.92</u>	<u>296,290.81</u>	<u>203,273.51</u>	<u>240,893.07</u>
Total Noncurrent Assets	\$ 3,530,121.33	14.37%	\$ 4,037,242.48	\$ 3,831,957.99	\$ 3,712,218.64	\$ 3,828,989.69
Total Assets	<u>\$ 12,000,183.41</u>	7.89%	<u>\$ 12,947,543.00</u>	<u>\$ 12,409,667.74</u>	<u>\$ 12,007,052.36</u>	<u>\$ 11,948,349.08</u>
Retained Earnings and Liabilities:						
Retained Earnings (Deficit):						
Retained Earnings - Beginning of Year	\$ 803,836.93	520.33%	\$ 4,986,471.41	\$ 4,986,471.41	\$ 4,986,471.41	\$ 803,836.93
Retained Earnings - YTD	815,539.88		1,010,229.54	549,060.11	-	4,027,098.57
Retained Earnings - Current	<u>274,030.41</u>	<u>25.97%</u>	<u>345,205.29</u>	<u>461,169.43</u>	<u>549,060.11</u>	<u>155,535.91</u>
Total Retained Earnings (Deficit)	<u>\$ 1,893,407.22</u>	234.95%	<u>\$ 6,341,906.24</u>	<u>\$ 5,996,700.95</u>	<u>\$ 5,535,531.52</u>	<u>\$ 4,986,471.41</u>
Current Liabilities:						
Accounts Payable	\$ 2,073,530.16	4.38%	\$ 2,164,334.33	\$ 1,999,275.70	\$ 2,086,528.43	\$ 2,606,831.09
Unearned Revenue	\$ 682,497.65	17.45%	\$ 801,576.15	\$ 801,576.15	\$ 801,576.15	\$ 801,576.15
Other Accrued Payables	<u>247,127.45</u>	<u>9.02%</u>	<u>269,428.71</u>	<u>240,495.63</u>	<u>211,516.39</u>	<u>181,290.00</u>
Total Current Liabilities	\$ 3,003,155.26	7.73%	\$ 3,235,339.19	\$ 3,041,347.48	\$ 3,099,620.97	\$ 3,589,697.24
Noncurrent Liabilities:						
Customer Deposits	\$ 2,498.81	-92.50%	\$ 187.48	\$ 987.48	\$ 987.48	\$ 987.48
Postretirement Benefits	350,576.99	11.14%	389,626.96	390,148.70	390,429.26	390,709.82
Deferred Inflows of Resources	104,614.00	-19.18%	84,552.00	84,552.00	84,552.00	84,552.00
Long Term Debt to the Electric Division	<u>6,645,931.13</u>	<u>-56.43%</u>	<u>2,895,931.13</u>	<u>2,895,931.13</u>	<u>2,895,931.13</u>	<u>2,895,931.13</u>
Total Noncurrent Liabilities	\$ 7,103,620.93	-52.56%	\$ 3,370,297.57	\$ 3,371,619.31	\$ 3,371,899.87	\$ 3,372,180.43
Total Liabilities	<u>\$ 10,106,776.19</u>	-34.64%	<u>\$ 6,605,636.76</u>	<u>\$ 6,412,966.79</u>	<u>\$ 6,471,520.84</u>	<u>\$ 6,961,877.67</u>
Total Liabilities & Retained Earnings	<u>\$ 12,000,183.41</u>	7.89%	<u>\$ 12,947,543.00</u>	<u>\$ 12,409,667.74</u>	<u>\$ 12,007,052.36</u>	<u>\$ 11,948,349.08</u>

CDE Lightband
Income Statement - Broadband Division
9/30/2020

	<u>9/30/19</u>	<u>% Change</u>	<u>9/30/20</u>	<u>8/31/20</u>	<u>7/31/20</u>	<u>6/30/2020 (R)</u>
Operating Revenue:						
Programming Revenue	\$ 419,079.80	-0.84%	\$ 415,579.41	\$ 414,105.26	\$ 428,198.30	\$ 480,322.88
Internet Revenue	1,234,928.41	9.01%	1,346,185.28	1,315,994.93	1,303,773.47	1,185,844.18
Telephone Revenue	151,130.11	4.83%	158,429.40	157,081.68	156,467.27	121,601.78
Miscellaneous Fee Revenue	151,916.92	-13.08%	132,050.60	135,621.49	148,867.91	182,241.55
Total Operating Revenues	<u>1,957,055.24</u>	4.86%	<u>2,052,244.69</u>	<u>2,022,803.36</u>	<u>2,037,306.95</u>	<u>1,970,010.39</u>
 Cost of Programming & Services	<u>701,751.31</u>	-1.62%	<u>690,378.86</u>	<u>679,361.66</u>	<u>692,969.85</u>	<u>702,886.08</u>
Gross Revenue:	\$ 1,255,303.93	8.49%	\$ 1,361,865.83	\$ 1,343,441.70	\$ 1,344,337.10	\$ 1,267,124.31
Operating Expenses:						
Network Support Expense-Video	\$ 35,620.47	-10.29%	\$ 31,956.43	\$ 39,065.39	\$ 31,637.81	\$ 38,510.26
Network Support Expense-Internet	134,232.68	11.91%	150,216.81	146,483.75	141,166.06	149,297.98
Network Support Expense-Phone	15,638.58	-0.08%	15,626.36	15,605.92	15,528.06	15,595.60
Network Admin. & Oper. Expense	122,422.61	-2.10%	119,854.80	109,117.30	111,750.65	112,670.66
Building & Office Expense	8,047.00	0.00%	8,047.00	8,047.00	8,047.00	8,047.00
Depreciation & Amortization Expense	90,270.04	4.42%	94,260.09	89,361.44	90,352.31	94,473.99
General & Administrative Expense	272,506.96	9.55%	298,544.70	204,412.28	186,454.09	380,835.22
Station Apparatus Expense	129,552.18	24.63%	161,464.90	143,858.00	89,904.37	124,989.19
Customer Service Expense	49,988.78	6.78%	53,375.53	51,599.70	60,852.53	54,295.72
Marketing Expense	113,228.96	-34.07%	74,655.08	66,012.94	53,578.14	89,209.70
Total Operating Expenses	<u>\$ 971,508.26</u>	3.76%	<u>\$ 1,008,001.70</u>	<u>\$ 873,563.72</u>	<u>\$ 789,271.02</u>	<u>\$ 1,067,925.32</u>
Operating Income (Loss)	<u>\$ 283,795.67</u>	24.69%	<u>\$ 353,864.13</u>	<u>\$ 469,877.98</u>	<u>\$ 555,066.08</u>	<u>\$ 199,198.99</u>
 Interest Expense	6,692.17	-60.43%	2,647.86	2,697.57	2,932.88	5,335.27
Other Expenses - Tax Equivalent	3,073.09	95.60%	6,010.98	6,010.98	3,073.09	38,327.81
Other Expense - Loss on Retirement of Equipment	\$ -		\$ -	\$ -	\$ -	\$ -
Total Other Expenses (Income)	<u>\$ 9,765.26</u>	-11.33%	<u>\$ 8,658.84</u>	<u>\$ 8,708.55</u>	<u>\$ 6,005.97</u>	<u>\$ 43,663.08</u>
Net Income (Loss)	<u>\$ 274,030.41</u>	25.97%	<u>\$ 345,205.29</u>	<u>\$ 461,169.43</u>	<u>\$ 549,060.11</u>	<u>\$ 155,535.91</u>
 EBITDA	<u>\$ 374,065.71</u>		<u>\$ 448,124.22</u>	<u>\$ 559,239.42</u>	<u>\$ 645,418.39</u>	<u>\$ 293,672.98</u>

<p style="text-align: center;">CDE Lightband Cash Flow Statement - Broadband Division September 30, 2020</p>

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

Operating income (loss)	\$ 353,864.13
Adjustments to reconcile oper income to cash provided (used) by operating activities	
Depreciation and amortization	94,260.09
Changes in:	
Accounts receivable	(13,884.30)
Advances to Electric	(47,063.54)
Inventory	(3,072.32)
Accounts payable	165,058.63
Accrued expenses	28,411.34
Customer deposits	(800.00)
Other	<u>(200,725.95)</u>
Net Cash From Operating Activities	<u>376,048.08</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Payment of long term debt	-
Additions to plant	<u>(107,477.47)</u>
Net Cash Used by Financing Activities	<u>(107,477.47)</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS	\$ 268,570.61
CASH AND CASH EQUIVALENTS - BEG OF MONTH	<u>4,308,441.16</u>
CASH AND CASH EQUIVALENTS - END OF MONTH	<u><u>\$ 4,577,011.77</u></u>

CDE Lightband
Rolling 4 Month Balance Sheet - Electric Division
September 30, 2020

	<i>Prior Year</i>					
	<u>9/30/2019</u>	<u>% Change</u>	<u>9/30/2020</u>	<u>8/31/2020</u>	<u>7/31/2020</u>	<u>6/30/2020 (R)</u>
UTILITY PLANT						
1 Electric Plant	\$ 299,567,768.46	6.49%	\$ 319,024,502.77	\$ 317,597,892.20	\$ 316,368,987.09	\$ 316,777,113.23
2 Less Depreciation	(103,240,462.58)	6.27%	(109,711,064.49)	(109,108,481.91)	(108,094,426.12)	(107,444,710.95)
3 Total	\$196,327,305.88	6.61%	\$209,313,438.28	\$208,489,410.29	\$208,274,560.97	\$209,332,402.28
4 Unamortized acq. adj.	63,095.13	-57.14%	27,040.77	30,045.30	33,049.83	36,054.36
6 Total Plant - Net	\$196,390,401.01	6.59%	\$209,340,479.05	\$208,519,455.59	\$208,307,610.80	\$209,368,456.64
OTHER PROPERTY AND INVESTMENTS						
8 Interdivisional loan	6,645,931.13	-56.43%	2,895,931.13	2,895,931.13	2,895,931.13	2,895,931.13
9 Sinking Funds	7,009,743.90	-1.48%	6,906,090.49	6,905,920.58	10,814,336.51	10,313,171.43
12 Other Special Funds	-		-	-	-	-
13 Total	13,655,675.03	-28.22%	9,802,021.62	9,801,851.71	13,710,267.64	13,209,102.56
CURRENT AND ACCRUED ASSETS						
14 General Cash/temp cash investments	8,325,369.63	22.80%	10,223,600.56	10,039,055.76	8,308,268.89	10,386,294.64
14.1 Reserved Cash	23,864,532.38	-4.29%	22,839,553.45	22,655,256.27	22,465,893.42	22,526,653.95
15 Accounts Receivable	13,749,930.40	2.28%	14,063,721.12	15,605,497.45	15,784,282.20	15,112,053.02
16 Materials and Supplies	4,038,630.72	-28.08%	2,904,626.49	2,974,133.61	2,992,296.32	3,115,957.13
18 Other Current Assets	28,944,844.94	-17.51%	23,877,412.80	23,894,893.29	23,327,271.44	19,589,623.11
19 Total	78,923,308.07	-6.35%	73,908,914.42	75,168,836.38	72,878,012.27	70,730,581.85
DEFERRED DEBITS						
22 Clearing Accounts	28,502.13		18,442.65	19,351.67	20,119.23	20,957.52
24 Energy Service Loans Rec	2,279,272.40	-35.16%	1,477,989.84	1,530,055.54	1,585,684.53	1,647,303.76
26 Other Deferred Debits	4,249,368.93	5.99%	4,503,713.85	3,830,041.34	3,782,209.16	3,844,963.02
27 Total	6,557,143.46	-8.49%	6,000,146.34	5,379,448.55	5,388,012.92	5,513,224.30
28 TOTAL ASSETS & OTHER DEBITS	<u>\$295,526,527.57</u>	<u>1.19%</u>	<u>\$299,051,561.43</u>	<u>\$298,869,592.23</u>	<u>\$300,283,903.63</u>	<u>\$298,821,365.35</u>

CAPITAL

EARNINGS REINVESTED IN SYSTEM ASSETS

33 Beginning of year	181,656,853.69	5.53%	191,710,376.76	191,710,376.76	191,710,376.76	181,656,853.69
34 Current Year to Date	<u>4,624,989.20</u>	20.26%	<u>5,562,101.32</u>	<u>3,292,782.11</u>	<u>1,453,297.96</u>	<u>10,053,523.07</u>
35 Total	186,281,842.89	5.90%	197,272,478.08	195,003,158.87	193,163,674.72	191,710,376.76

Long Term Debt

39.1 Bonds and other Long Term Debt	59,540,000.00	-5.30%	56,385,000.00	56,385,000.00	59,540,000.00	59,540,000.00
40 Debt Premium and discount	<u>7,883,644.94</u>	-7.52%	<u>7,290,424.94</u>	<u>7,339,859.94</u>	<u>7,389,294.94</u>	<u>7,438,729.94</u>
41 Total	67,423,644.94	-5.56%	63,675,424.94	63,724,859.94	66,929,294.94	66,978,729.94

OTHER NON-CURRENT LIABILITIES

39.2 Post Retirement Benefits	1,621,420.25	6.31%	1,723,783.51	1,727,880.86	1,731,466.13	1,734,863.91
42 Energy Service Loans - Advances	<u>2,368,808.63</u>	-35.07%	<u>1,538,089.62</u>	<u>1,594,523.17</u>	<u>1,653,222.01</u>	<u>1,722,512.95</u>
44 Total	3,990,228.88	-18.25%	3,261,873.13	3,322,404.03	3,384,688.14	3,457,376.86

CURRENT AND ACCRUED LIABILITIES

46 Accounts Payable	27,596,865.88	-13.20%	23,953,267.58	26,302,899.33	25,343,173.90	25,412,703.43
47 Customer Deposits	6,854,196.73	5.01%	7,197,748.97	7,166,998.46	7,156,588.17	7,146,950.82
52.2 Interest Accrued - Other	216,692.70		209,102.05	-	1,045,510.45	836,408.36
53 Other Current Liabilities	<u>3,163,055.55</u>	10.07%	<u>3,481,666.68</u>	<u>3,349,271.60</u>	<u>3,260,973.31</u>	<u>3,278,819.18</u>
54 Total	37,830,810.86	-7.90%	34,841,785.28	36,819,169.39	36,806,245.83	36,674,881.79

58 TOTAL LIABILITIES AND OTHER CREDITS	<u>\$ 295,526,527.57</u>	1.19%	<u>\$ 299,051,561.43</u>	<u>\$ 298,869,592.23</u>	<u>\$ 300,283,903.63</u>	<u>\$ 298,821,365.35</u>
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CDE Lightband
Revenues and Expenses - Electric Division
9/30/2020

	<i>Prior Year</i>		<i>Prior 3 Months</i>			
	<u>9/30/2019</u>	<u>% Change</u>	<u>9/30/2020</u>	<u>8/31/2020</u>	<u>7/31/2020</u>	<u>6/30/2020 (R)</u>
OPERATING REVENUE						
59 Electric Sales Revenue	15,828,968.80	-7.63%	14,621,297.95	16,083,081.51	16,137,588.79	13,269,347.40
60 Revenue from Late Payments	123,732.83	7.40%	132,893.83	111,169.80	109,033.18	78,105.16
61 Misc Service Revenue	90,891.88	18.04%	107,285.70	139,810.30	146,179.57	166,123.00
62 Rent from Electric Property	308,754.61	1.62%	313,741.41	313,600.19	312,887.95	353,423.27
63 Other Electric Revenue	7,693.84	<u>-99.99%</u>	0.49	0.41	0.23	13,373.09
64 Total Operating Revenue	16,360,041.96	-7.24%	15,175,219.38	16,647,662.21	16,705,689.72	13,880,371.92
PURCHASED POWER						
65 Total Power Cost	11,189,647.40	-16.45%	9,348,678.96	11,162,769.65	12,076,254.35	10,499,262.53
OPERATING EXPENSE						
66 Transmission Expense	2,841.57	14.62%	3,256.94	4,015.60	5,156.05	7,776.99
67 Distribution Expense	304,880.02	23.75%	377,303.70	325,452.91	263,839.99	387,851.67
68 Customer Accounts Expense	290,416.14	63.48%	474,776.97	302,935.07	285,944.14	393,682.06
69 Cust. Service and Inf. Exp.	41,402.84	-15.51%	34,981.60	27,960.15	28,410.63	39,933.48
70 Sales Expense	11,491.64	-55.19%	5,149.90	27,981.94	7,741.17	7,758.21
71 Admin. And General Expense	377,545.05	<u>13.11%</u>	427,028.50	486,442.22	390,571.17	1,170,913.39
72 Operating Expense	1,028,577.26	28.58%	1,322,497.61	1,174,787.89	981,663.15	2,007,915.80
MAINTENANCE EXPENSE						
73 Transmission Expense	3,380.01	77.78%	6,008.98	3,703.30	3,767.63	3,027.51
74 Distribution Expense	270,134.40	-23.33%	207,099.72	384,205.65	186,482.18	402,031.01
75 Admin. and General Expense	219,923.73	<u>-31.63%</u>	150,363.21	235,869.01	179,480.70	272,265.94
76 Maintenance Expense	493,438.14	-26.34%	363,471.91	623,777.96	369,730.51	677,324.46
OTHER OPERATING EXPENSE						
77 Depreciation Expense	1,051,665.76	8.48%	1,140,897.04	1,116,615.82	1,104,010.38	1,095,411.76
78 Amort. of Acquisition Adjust.	3,004.53	0.00%	3,004.53	3,004.53	3,004.53	38,761.56
79 Taxes and Tax Equivalents	546,303.99	<u>4.66%</u>	571,751.58	572,911.02	563,833.53	793,838.81
80 Total other oper. Expense	1,600,974.28	7.16%	1,715,653.15	1,692,531.37	1,670,848.44	1,928,012.13
Total operating expense and 81 purchased power	14,312,637.08	-10.92%	12,750,301.63	14,653,866.87	15,098,496.45	15,112,514.92
INCOME						
82 Operating Income	2,047,404.88	18.44%	2,424,917.75	1,993,795.34	1,607,193.27	(1,232,143.00)
83 Other Income	63,349.22	-61.76%	24,222.62	25,533.31	25,937.33	44,852.71
84 Total Income	2,110,754.10	16.03%	2,449,140.37	2,019,328.65	1,633,130.60	(1,187,290.29)
85 Misc Income Deductions	(3,500.00)		-	-	-	(10,000.00)
86 Net Income before debt expense	2,107,254.10	16.22%	2,449,140.37	2,019,328.65	1,633,130.60	(1,197,290.29)
DEBT EXPENSE						
90 Interest on Long Term Debt	235,270.09	-3.23%	227,679.44	227,679.44	227,679.48	227,679.48
92 Other Interest Expense	1,485.94	6.11%	1,576.72	1,600.06	1,588.16	1,581.67
93 Amort. of Debt Disc. and Exp.	-		-	-	-	-
94 Amort. of Prem. on Debt	(49,435.00)	0.00%	(49,435.00)	(49,435.00)	(49,435.00)	(49,435.00)
95 Total Debt Expense	187,321.03	-4.00%	179,821.16	179,844.50	179,832.64	179,826.15
NET INCOME						
96 Income before Extraord. Items	1,919,933.07	18.20%	2,269,319.21	1,839,484.15	1,453,297.96	(1,377,116.44)
97 Extraordinary Items	-		-	-	-	-
98 Net Income	1,919,933.07	18.20%	2,269,319.21	1,839,484.15	1,453,297.96	(1,377,116.44)

<p style="text-align: center;">CDE Lightband Cash Flow Statement - Electric Division September 30, 2020</p>
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RECONCILIATION OF OPERATING INCOME TO
NET CASH PROVIDED BY OPER ACTIVITIES:

Operating income	\$ 2,424,917.75
Adjustments to reconcile oper income to cash provided (used) by operating activities	
Depreciation and amortization	1,143,901.57
Changes in:	
Accounts receivable	1,541,776.33
Materials and supplies	69,507.12
Interdivisional loan	-
Accounts receivable - TVA Energy Service Loans	52,065.70
Advances - TVA Energy Service Loans	(56,433.55)
Prepayments	-
Other current assets	(810,881.54)
Accounts payable	(2,349,631.75)
Accrued expenses	209,102.05
Customer deposits	30,750.51
Other postemployment benefits	(4,097.35)
Other	<u>132,395.08</u>
Net Cash Provided by Operating Activities	<u>2,383,371.92</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Additions to plant	(1,964,925.03)
Payment of long-term debt	<u>(49,435.00)</u>
Net Cash used by Financing Activities	<u>(2,014,360.03)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS \$ 369,011.89

CASH AND CASH EQUIVALENTS - BEG OF MONTH 39,600,232.61

CASH AND CASH EQUIVALENTS - END OF MONTH \$ 39,969,244.50

CASH AND CASH EQUIVALENTS CONSIST OF:

Sinking Funds	6,906,090.49
Construction Funds	-
General cash/temp cash investments	10,223,600.56
Reserved Cash	<u>22,839,553.45</u>
	<u>\$ 39,969,244.50</u>

CDE Lightband Subscriber Analysis
June 2020 - August 2020

Service	July 2020							August Actual							September Actual						
	July Actual	July Budget	July Variance	Net Gain Over Prev. Month	% Growth to Budget	July Prior Year Actual	Growth % Year Over Year	August Actual	August Budget	August Variance	Net Gain Over Prev. Month	% Growth to Budget	August Prior Year Actual	Growth % Year Over Year	September Actual	September Budget	September Variance	Net Gain Over Prev. Month	% Growth to Budget	September Prior Year Actual	Growth % Year Over Year
Video (Total)	5,190	5,011	179	(65)	4%	5,187	0%	5,185	5,036	149	(5)	3%	5,201	0%	5,152	5,380	(228)	(33)	-4%	5,510	-6%
Lightband Basic	359	251	108	(7)	43%	380	-6%	366	252	114	7	45%	375	-2%	359	336	23	(7)	7%	363	-1%
Lightband Plus	1,762	1,505	257	(25)	17%	1,839	-4%	1,740	1,513	227	(22)	15%	1,881	-7%	1,713	1,804	(91)	(27)	-5%	1,764	-3%
Lightband Extra	2,424	2,509	(85)	(52)	-3%	2,934	-17%	2,391	2,522	(131)	(33)	-5%	2,912	-18%	2,356	2,497	(141)	(35)	-6%	3,350	-30%
Streaming Services	616	718	(102)	20	0%	0		659	721	(62)	43	0%	0		695	715	(20)	36	0%	0	
Other Pkgs	29	28	1	(1)	4%	34	-15%	29	28	1	0	4%	33	-12%	29	28	1	0	4%	33	-12%
Internet (Total)	22,979	23,194	(215)	(28)	-1%	21,504	7%	23,088	23,416	(328)	109	-1%	21,695	6%	23,305	23,516	(211)	217	-1%	20,437	14%
Residential Internet	21,260	21,389	(129)	(47)	-1%	19,904	7%	21,351	21,594	(243)	91	-1%	20,099	6%	21,546	21,681	(135)	195	-1%	18,966	14%
Business Internet	1,719	1,805	(86)	19	-5%	1,600	7%	1,737	1,822	(85)	18	-5%	1,596	9%	1,759	1,835	(76)	22	-4%	1,471	20%
Phone (Total)	2,529	2,586	(57)	(11)	-2%	2,552	-1%	2,528	2,590	(62)	(1)	-2%	2,558	-1%	2,524	2,584	(60)	(4)	-2%	2,547	-1%
Residential Phone	1,734	1,769	(35)	(20)	-2%	1,809	-4%	1,730	1,766	(36)	(4)	-2%	1,811	-4%	1,721	1,755	(34)	(9)	-2%	1,791	-4%
Business Phone	795	817	(22)	9	-3%	743	7%	798	824	(26)	3	-3%	747	7%	803	829	(26)	5	-3%	756	6%
Total Broadband Customers	23,939	24,045	(106)	26	0%	22,519	6%	24,069	24,287	(218)	130	-1%	22,762	6%	24,133	24,460	(327)	64	-1%	22,936	5%

SUBJECT: Military Leave

PURPOSE: To provide a uniform policy to administer employee military leave..

APPLICABILITY: This policy applies to military service member employees..

REFERENCES:

- A. USERRA 38 USC 4301-4335
- B. Tennessee Code Annotated § 8-33-101 et seq.
- B. Title 1.5, Chapter 6, Sec 1.5-606, City of Clarksville City Code
- C. City of Clarksville Personnel Policy 93-4, FMLA

POLICY STATEMENT: This policy addresses the circumstances under which the City of Clarksville grants military leave with or without pay to city employees.

MILITARY LEAVE POLICY:

The City of Clarksville shall comply with all Federal and State laws regarding employees in military service, as may be amended from time to time.

Future revisions to this policy may be made, and approved, by the Mayor, Human Resources Director, and Benefits Manager.

Military Leave

Approved by Finance Committee:

Will Wyatt, Human Resources Director

Personnel Policy 20-7
ON-THE-JOB INJURY POLICY

SUBJECT: On-the-Job Injury (OJI) Program

PURPOSE:

To provide uniform procedures for the reporting, treatment, and compensation of qualifying individuals employed by the City who sustain an injury, illness, occupational disease or death arising out of and in the course and scope of their employment with the City of Clarksville.

APPLICABILITY:

All City of Clarksville employees.

REFERENCES:

Clarksville City Code, Title 1.5, Chapter 11, Section 1.5-1101
Personnel Policy 94-1 Modified Duty Policy
Tenn. Code. Ann. § 7-51-201

POLICY STATEMENT:

The City of Clarksville has elected not to participate in the Tennessee Workers' Compensation Program pursuant to T.C.A. § 56-6-106(1)(B)(6) and has implemented an On-the-Job Injury (OJI) Policy to provide certain benefits for employees who sustain a job-related injury, illness, occupational disease or death arising out of and in the course and scope of employment.

OBJECTIVES:

1. To comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free from recognized hazards as possible.
2. To prevent injuries on the job and to reduce the seriousness of those that cannot be prevented.
3. To provide for the payment of medical expenses and lost time compensation for employees who suffer injury, occupational illness or death in the course and scope of their duties.

4. To improve speed and quality of medical treatment for injured employees so that employees can recover from work related injuries and return to work as quickly as possible.

DEFINITIONS:

AUTHORIZED TREATING PHYSICIAN: Any clinic or occupational medical specialist authorized to provide a diagnosis and/or treatment for on-the job injury claims.

INJURY: An injury by accident, a mental injury, occupational disease including diseases of the heart, lung, hypertension, cancer or cumulative trauma conditions arising primarily out of and in the course and scope of employment, that causes death, disablement or the need for medical treatment of the employee; provided, that:

1. An injury is “accidental” only if the injury is caused by a specific incident, or set of incidents, arising primarily out of and in the course and scope of employment and is identifiable by time and place of occurrence, and shall not include the aggravation of a preexisting disease, condition or ailment unless it can be shown to a reasonable degree of medical certainty that the aggravation arose primarily out of and in the course and scope of employment;
2. An injury “arises primarily out of and in the course and scope of employment” only if it has been shown by a preponderance of the evidence that the employment contributed more than fifty percent (50%) in causing the injury considering all causes;
3. An injury causes death, disablement or the need for medical treatment only if it has been shown to a reasonable degree of medical certainty that it contributed more than fifty percent (50%) in causing the death, disablement or need for medical treatment, considering all causes;
4. “Shown to a reasonable degree of medical certainty” means that, in the opinion of the authorized treating physician, it is more likely than not, considering all causes, as opposed to speculation or possibility.
5. The opinion of the authorized treating physician shall be presumed correct on the issues of causation but this presumption shall be rebuttable by a preponderance of the evidence.

LIGHT OR RESTRICTED DUTY: A less arduous duty position or an alternate position that may include job classifications and positions in other departments.

MAXIMUM MEDICAL IMPROVEMENT (MMI): A designation given to an Employee by the authorized treating physician when the Employee has reached the maximum level of improvement for their on-the-job injury.

MENTAL INJURY: A loss of mental faculties or a mental or behavioral disorder, arising primarily out of a compensable physical injury or an identifiable work related event resulting in a sudden or unusual stimulus and shall not include a psychological or psychiatric response due to the loss of employment or employment opportunities.

SUPERVISOR: A city employee who supervises the work performed by subordinate employees. Departmental supervisors shall have the responsibility of training their subordinate employees in their job-related responsibilities.

POLICY:

A. ADMINISTRATION:

The OJI program will be administered under the Risk Management section of the Human Resources Department, under which these rules, procedures and guidelines are established.

This policy, as with all policies adopted by the City of Clarksville, may be subject to revision, change or modification as deemed necessary by the Finance and Administration Committee of the City Council of the City of Clarksville.

B. RULES:

1. All injuries that occur during the employee's hours of work may not qualify as on-the-job injuries. Determination of the compensability of an injury will be made by Risk Management.
2. All on-the-job injuries, whether requiring medical attention or not, shall be reported to the employee's supervisor as soon as possible after the occurrence and no later than the end of the employee's shift. In the event that the employee is involved in a serious injury prohibiting timely reporting to their supervisor; the employee must provide Risk Management documentation from a physician giving a reasonable excuse for the employee's failure to timely report the injury. Failure to timely report an on-the-job injury may result in denial of the OJI claim.
3. Pursuant to the Tennessee Occupational Safety and Health Administration (TOSHA) a workplace fatality must be reported to TOSHA within eight (8) hours of the occurrence. Any work-related injury causing amputation, loss of eye or hospitalization must be reported to TOSHA within twenty-four (24) hours of the occurrence, with no exceptions.
4. Supervisors shall report an OJI to Risk Management as soon as possible but no later than the next business day via the On-the-Job Injury Incident Report.

5. Reports of injuries must be filed with the Human Resources Office by the supervisor for all injuries and/or accidents whether medical treatment is necessary or not.
6. Employees must report to their supervisor all potentially unsafe or hazardous conditions, or safety violations which could contribute to or result in injuries to employees or others. Supervisors are obligated to take reasonable steps to correct or have corrected any unsafe conditions and/or safety violations which are reported to them. If a Supervisor finds that they are unable to correct any unsafe condition, they shall notify Health & Safety Management as well as all employees that could potentially be impacted by the unsafe condition(s).
7. Employees are encouraged to practice safety awareness and exercise good judgment in the performance of their jobs and while on city premises and/or job locations. Employees also have a responsibility to ensure that their physical/emotional condition is such that they have the mental clarity and physical ability to perform assignments, responsibilities and duties as related to their jobs.
8. Should an employee require medical treatment for an OJI they shall do so within five (5) calendar days from the date of injury. Non-compliance with this rule may result in denial of the OJI claim.
9. Employees will be provided with a panel of authorized physicians. Any non-authorized treatment will be at the employee's own expense.
10. The City will pay necessary and reasonable medical expenses for OJI claims deemed compensable by the Risk Manager after investigation of the claim.
11. Employees shall follow all orders given by the authorized treating physician or health care provider, including but not limited to: using prescribed medications properly; participating in physical exercise or therapy program; adhering to prescribed dietary programs; and the keeping of appointments. Failure to comply with physician or health care provider's orders may result in the termination of benefits.
12. It is the employee's responsibility to keep their supervisor and Risk Management informed of all directives, including possible accommodations, issued by the physician. These directives include, but are not limited to, attending diagnostic and therapy appointments, taking medications as prescribed and complying with all restrictions relating to the objective of obtaining maximum medical improvement. Employees shall comply with all restrictions both while performing work in their position with the City and while performing outside activities or work. Failure to do so may result in termination of benefits.
13. Risk Management may request a signed medical authorization release pursuant to the Health Insurance Portability and Accountability Act in order to obtain employee's past and current medical records. All medical authorization releases must be signed and returned within seven (7) business days of receipt of request. It is the responsibility of the employee to provide complete medical records or to ensure that said complete medical records are provided to Risk Management upon request. These medical records may be

used in determining the employee's eligibility for benefits under the OJI program. This authorization shall be in effect for one (1) calendar year. If the injured employee refuses to comply with any request to furnish copies of the complete medical records, the injured employee's claim may be denied and/or their benefits may be terminated.

C. OFF WORK COMPENSATION:

1. Regular, full-time employees (including probationary employees) of the City of Clarksville may receive 75% of their regular salary for a maximum period of one hundred and eighty-three (183) calendar days (employees may supplement salary with sick or annual leave and receive a maximum of 100% regular salary) provided there is medical documentation from an authorized treating physician stating that it is medically necessary for the employee to remain off work due to an OJI or that puts restrictions on the employee and no light duty assignment is offered by the City. After the initial one hundred and eighty-three (183) calendar days of compensation and depending on the circumstances of the employee, the following may occur:

- a) The employee may use their accumulated sick or annual leave for an additional one hundred and eighty-three (183) calendar days or until maximum medical improvement is reached;
- b) If the employee has joined the Sick Leave Bank they may make application for a sick leave grant for up to an additional ninety (90) days pursuant to the Sick Leave Bank Policy and Procedure; and/or
- c) The employee may remain in an unpaid leave status for an additional one hundred and eighty-three (183) calendar days.

At the end of the one (1) year period from the date of the injury or illness, if unable to return to regular duties, the employee will be separated from employment with the City of Clarksville.

2. Regular, part-time employees of the City of Clarksville may receive 75% of compensation for a period not to exceed one hundred and eighty-three (183) calendar days provided medical documentation is received from the city-designated physician or physician stating it is medically necessary for the employee to remain off work due to an OJI. The compensation will be based on the average compensation the employee received in their current position in the one (1) calendar year preceding the injury or, if the employee has not held their current position for one (1) calendar year, the average compensation received for the period of time they have held their current position. A regular part-time employee may remain in an unpaid status for an additional one hundred and eighty-three (183) calendar days, as there is no accrual of sick or annual leave.

At the end of the one (1) year period from the date of the injury or illness, if unable to return to regular duties, the employee will be separated from employment with the City of Clarksville.

3. Temporary or seasonal employees of the City of Clarksville may receive 75% of compensation for an OJI or illness as described for regular part-time employees, except that the period of time for which they may receive compensation will not exceed the period of time for which they were originally hired. The compensation will be based on the average compensation the employee received in their current position in the one (1) calendar year preceding the injury or, if the employee has not held their current position for one (1) calendar year, the average compensation received for the period of time they have held their current position.

4. Non-employees, student/intern workers (paid or unpaid), contract workers and or independent contractors are not covered by the OJI Program.

5. Any employee whose injury does not require them to remain off work and/or whose restrictions allow them to work in a light duty position will be paid 100% of their current salary for time away from work for medical appointments related to their OJI.

6. The total maximum period of OJI benefits for regular full time and regular part time employees shall not exceed one (1) calendar year from the date of the injury or illness, however, in circumstances where the employee's authorized treating physician recommends treatment extending beyond one (1) calendar year, the employee may apply to extend their benefits for up to an additional one hundred and eighty-three (183) calendar days beyond the one (1) year period. The decision to grant such an extension shall be made by the Risk Manager in consultation with the Director of Human Resources and Health & Safety Manager based on the totality of the circumstances.

D. LIGHT DUTY ASSIGNMENTS:

When the authorized treating physician allows the employee to return to work on a "light" or "restricted" duty assignment, Risk Management will contact the physician to determine how light or restricted duty is defined in terms of what can and cannot be done, and anticipated length of time the employee may be expected to remain in said status.

Risk Management shall determine if there is a temporary light or restricted duty assignment available for the employee. If the employee is offered a light duty assignment and declines to accept said assignment, the employee will not be entitled to off work compensation. Upon working a light duty assignment outside of the employee's regular job classification for more than thirty (30) consecutive calendar days, the employee's Department Head will prepare a

“Change of Status” form to adjust the employee’s compensation to that of the median pay for that job classification provided, however, in no circumstance is the employee’s pay to be reduced below 75% of the employee’s regular pay. The employee may elect to use accumulated sick and/or annual leave to supplement their pay to 100%.

E. PERMANENT DISABILITY; NO RETURN TO WORK:

If the employee cannot return to their pre-OJI position and there is no position available within the City which the employee can perform based on their restrictions then the employee will be separated from employment with the City of Clarksville. If the employee is a vested member with the Tennessee Consolidated Retirement System (TCRS), the employee may submit a claim for a disability retirement benefit.

In addition, the employee may qualify for long term disability benefit through the City of Clarksville. The cost of the long-term disability policy will be paid for by the City of Clarksville, and will be provided to all regular full time employees.

F. PRE-EXISTING CONDITION:

Claims of work-related aggravation or exacerbation of a pre-existing condition must be documented by an authorized physician to have arisen primarily out of and in the course and scope of employment. To receive OJI benefits, employees must sign an authorization of release of health information pursuant to the Health Insurance Portability and Accountability Act and all available records must be obtained by the employee from the previous treating physician regarding the pre-existing medical condition.

G. POLICE; FIRE:

This OJI policy also covers police officers and firefighters as required by applicable law as may be amended from time to time. In the event that any applicable law is amended this policy will comply with any applicable laws without the specific need to change this policy.

Police Officers, diagnosed with diseases of the heart and hypertension, are presumed (unless the contrary is shown by competent medical evidence) to have contracted these diseases or conditions in the course and scope of their employment.

Firefighters who are diagnosed with diseases of the heart, hypertension or lungs are presumed (unless the contrary be shown by competent medical evidence) to have contracted these diseases or conditions in the course and scope of their employment. In addition there is a presumption that firefighters who have any condition or impairment of health caused by Non-Hodgkin's Lymphoma, colon cancer, skin cancer or multiple myeloma cancer that results in hospitalization, medical treatment or disability, has arisen out of employment (unless the contrary is shown by competent medical evidence).

Police officers and firefighters must submit a report of such a condition to Human Resources within five (5) calendar days of receipt of such diagnosis from their physician.

H. ACTIONS BY THIRD PARTIES; SUBROGATION:

When OJI benefits are paid and the injury was due to the actions of a third party, the City has subrogation rights or a claim against the third party to the extent of the OJI benefits paid. In such cases the injured employee or, in the case of death, the employee's next of kin or personal representative of the deceased employee's estate shall be required to sign a subrogation agreement as a condition precedent to receiving any OJI benefit. If the employee, or others on their behalf, then recover from the third party by judgment, settlement, or otherwise, the City shall have a lien against such recovery and the City may intervene to enforce such lien.

For actions against a third party that have a one (1) year statute of limitation, the employee, or those to whom such employee's right of action survives, must file an action within two hundred and seventy-four (274) calendar days of the injury. If the employee, or those to whom such employee's right of action survives, fails to file an action within such time, the City, within its discretion, may exercise its right of subrogation and file an action against the third party on behalf of the employee.

In the event the employee files suit against a third party, the employee, their representative or their attorney shall notify Risk Management immediately, but in no instance later than thirty (30) calendar days following the filing of said action.

I. NON-COMPENSABLE CLAIMS:

Claims arising from the following activities will not be considered an OJI:

- a. Injury or illness resulting from the adverse effects of prescription or over-the-counter medications not related to an on-the-job injury or illness.

- b. Injury or illness resulting from alcohol or from unlawful use of drugs.
- c. Misconduct, including horseplay.
- d. Intentional or self-inflicted injury.
- e. Failure or refusal to use safety devices and/or personal protective equipment as outlined in the City Health & Safety Program, or failure to perform duties as required by law.
- f. On-the-job Injury or illness aggravated by any activity while off duty.
- g. Injuries suffered while traveling to and/or from work, except when such travel is in the performance of the employee's duties driving a personal or city-owned vehicle.
- h. Participation in physical fitness or recreation activities UNLESS the activity is a part of an organized program approved by the Department Head AND the employee's participation is made mandatory by the Department Head. Voluntary participation in such activities is covered neither during work hours nor during off-duty hours.
- i. Activities not directly related to, "arising out of" or "in the course and scope of" the performance of job duties.

J. REQUEST FOR RECONSIDERATION:

If an employee disagrees with, disputes, or does not understand the medical treatment provided or the Risk Manager's decision on whether an injury is compensable under the OJI Program, the employee may request the Risk Manager's decision be reconsidered by the Director of Human Resources. The request for reconsideration must be made in writing to the Director of Human Resources by the employee within ten (10) calendar days following the Risk Manager's written decision and may request a meeting with the Director of Human Resources but is not required to do so. The Director of Human Resources, in consultation with the Risk Manager and the Health & Safety Section of the Human Resources Department, will review the employee's OJI file, request for reconsideration and, if requested, hear the employee's support for their request for reconsideration. The Director of Human Resources will provide a notice of denial or final decision in writing to the employee within ten (10) calendar days of the meeting.

K. TERMINATION OF BENEFITS:

Benefits for OJI will terminate when one or more of the following conditions are met:

1. Termination of employment with the City of Clarksville, either by resignation, retirement, discharge or death; or
2. Failure to follow medical advice of the authorized treating physician, health care provider or OJI instructions; or
3. Upon the employee reaching MMI; or
4. On the one (1) year anniversary of the OJI or the expiration of any extension of benefits.

L. MEDICAL TREATMENT CENTERS; BILLING:

In the event that an OJI that is deemed life-threatening such as: heart attack, stroke, poisoning, convulsions, serious breathing difficulty, unconsciousness, major lacerations, smoke inhalation, head injuries, or other acute conditions which would lead to disability or death if not treated, employees shall seek treatment at the nearest or most appropriate facility based on the severity of the injury (Urgent Care, Emergency Room, etc.).

For non-emergency OJIs, and where medical treatment is necessary, employees are to seek medical assistance at one of the authorized treatment centers (see Panel of Physicians). These are the only authorized treatment centers for OJI injuries and/or illnesses. In the event that specialized treatment is required, the authorized treating physician selected from the Panel of Physicians shall make a referral to a specialist and immediately notify the City. The City shall be deemed to have accepted the referral, unless, within three (3) calendar days, the City provides the employee a panel of three (3) or more independent reputable specialist physicians, surgeons, chiropractors or specialty practice groups. In this case, the employee may choose a specialist physician, surgeon, chiropractor or specialty practice group to provide treatment only from the panel provided by the City. No other treatment centers will be compensated for any OJI related treatment without prior approval from Risk Management.

Once an employee has initiated treatment with one of the above providers, they must continue treatment with the provider for the duration of that injury.

All charges for medical treatment by approved city physicians should be sent to Risk Management for approval and they will then be forwarded to the Finance Department for payment. Prescription drugs for work-related injuries may be either charged at a city designated pharmacy (see City Designated Pharmacies), or the employee may pay for drugs at the pharmacy of their choice and then submit the bill to Risk Management for reimbursement.

M. DEATH:

In the event a city employee suffers an accident or injury while in the course and scope of employment, which results in the employee's death, then the employee's surviving spouse or beneficiary shall be entitled to a lump sum death benefit of \$100,000. In all death claims where the cause of death is obscure or is disputed, other than those preempted by state law, any interested party may require an autopsy, the cost of which is to be borne by the party demanding the autopsy.

EFFECTIVE DATE:

FREQUENCY OF REVIEW AND UPDATE: This policy is to be reviewed every two (2) years.

DATE OF APPROVAL BY FINANCE COMMITTEE:

WILL WYATT, HUMAN RESOURCES DIRECTOR

PANEL OF PHYSICIANS

**DoctorsCare Occupational Health
2320 Wilma Rudolph Blvd.
Clarksville, TN 37043**

**DoctorsCare Occupational Health
2302 Madison St.
Clarksville, TN 37043**

**Premier Occupational Health
2831 Wilma Rudolph Blvd.
Clarksville, TN 37043**

**American Family Care
1763 Madison Street
Clarksville, TN 37043**

CITY APPROVED PHARMACIES

**St. Bethlehem Drugs
800 Weatherly Drive
Clarksville, TN 37043
931-647-6561**

**The Medicine Shoppe Pharmacy of Clarksville
1500 Madison Street
Clarksville, TN 37040
931-552-2552**

**Clarksville Medicine Shoppe- Hwy 48
1756 TN-48
Clarksville, TN 37040
931-552-2558**

ORDINANCE 40-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, TITLE 4 (BUILDING, UTILITY, AND HOUSING CODES) RELATIVE TO ADOPTION OF UPDATED CODES OF THE INTERNATIONAL CODE COUNCIL

WHEREAS, the Clarksville City Council has determined that it is in the best interest of the City of Clarksville and its citizens to adopt the 2018 editions of the International Building Code, the International Fuel Gas Code, the International Plumbing Code, the International Residential Code, and the International Mechanical Code; 2018 Existing Building Code; and

WHEREAS, the Clarksville City Council has determined that it is in the best interest of the City of Clarksville and its citizens to adopt the 2009 edition of the International Energy Conservation Code; and

WHEREAS, the Clarksville City Council has determined that it is in the best interest of the City of Clarksville and its citizens to adopt the 2009 edition of the Accessible and Useable Buildings and Facilities Code; A-117.1-2009.

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

1. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 1, "IN GENERAL" is hereby amended by deleting Section 4-102, "Installation of water mains, fire plugs, and all-purpose roads required prior to erection of multi-family dwellings," in its entirety.
2. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 2, "Building Code," Section 4-201, "Building code adopted," is hereby amended by deleting Section 4-201 in its entirety and by substituting instead therefor the following as new Section 4-201:

Section 4-201. Building Code adopted.

(a) Pursuant to the authority granted by Tennessee Code Annotated, Sections 6-54-501 et. seq., the 2018 edition of the International Building Code and all revisions associated therewith and forthcoming, including appendices C, D, and F thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2021 with the following modifications:

Section 101.1: Insert "City of Clarksville"

Section 114.4. Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order. Each day that a violation continues after due notice has been served regarding any violation shall be deemed a separate offense.

Section 1612.3: Insert "City of Clarksville" and
 Insert "June 15, 1984 and June 29, 2001 (Lower
 Meadowbrook)"

Section 3412: Delete entirely

(b) Pursuant to the authority granted by Tennessee Code Annotated, Sections 6-54-501 et. seq., the 2009 edition of the Accessible and Useable Buildings and Facilities Code; A-117.1-2009.

(c) Three (3) copies of these codes shall be filed in the office of the building official.

3. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 2, "Building Code," Section 4-203, "Building permit fees," is hereby amended by deleting sub-section (1) in its entirety and by substituting instead therefore the following as a new sub-section (1):

- (1) Effective January 1, 2009 the cost of a building permit for any single family-housing unit will be twenty-two cents (\$0.22) per square foot. The fee rate is applicable to total heated and unheated square footage. This fee reflects the combined cost of building and development inspection services provided by the city offices of building and codes, street department and fire services. At any time, the building and codes department may request construction plans as part of the validation process. Builders who are consistently found to misjudge building permit footage will be required to submit construction plans for each permit requested.

The cost factors that go into the single family-housing building permit fee will be reviewed, analyzed for potential fee adjustments as needed. The costs factors may include services provided by building and codes, street department, fire services. A mandatory inflation factor of one cent (\$0.01) per year will be applied. Effective January 1, 2010, the cost of a building permit for any single family housing unit will be twenty-three cents (\$0.23) per square foot. The revised building permit fee will be posted by January 1 of each year thereafter.

4. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 2, "Building Code," Section 4-203, "Building permit fees," is hereby amended by deleting sub-section (5) in its entirety and by substituting instead therefore the following as a new sub-section (5):

(5) Additional fees are as follows:

For the moving of any building or structure \$50.00

For the demolition of any structure \$50.00

Temporary tents \$100.00

Temporary structures \$100.00

All signs \$25.00

Placement of accessory structures..... \$25.00

No permit fees shall be imposed for signs erected in residential districts on currently occupied single family properties pursuant to section 11-503.

Fees for the erection of temporary tents, signs, and structures in conjunction with public functions, festivals, street fairs, or other similar celebrations being conducted pursuant to City Code section 5-1001 shall be governed by regulations adopted by the agency designated in City Code section 5-1001.

5. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 3, "Electrical Code," is hereby amended by deleting Section 4-301, "Installations serviced by multiple sources," in its entirety and by substituting instead therefore the following as a new Section 4-301:

(a) Pursuant to the authority granted by Tennessee Code Annotated, Sections 6-54-501 et. seq., the 2017 edition of the National Electric Code, as prepared by the National Fire Protection Association, NFPA 70, together with all revisions associated therewith and forthcoming, including all appendices thereto, are hereby adopted by reference.

(b) Three (3) copies of the code shall be filed in the office of the building official.

6. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 3, "Electrical Code," is hereby amended by deleting Section 4-310, "Installations serviced by multiple sources," in its entirety and by substituting instead therefore the following as a new Section 4-310:

Section 4-310.-Installations serviced by multiple sources.

Interconnected Generation. Electric generators of any type and size, interconnected to CDE Lightband's (CDE) electric grid in any way, shape, form, fashion, or means, including wind, solar, fuel cell, reciprocating engine, hydro, and other similar electric generation devices, are required by CDE to install a load-break AC disconnect or transfer switch (Switch) between CDE facilities and the interconnected Customer's equipment. Such Switch must be installed on the Customer's side of the electrical interconnection with CDE and must be able to isolate the generation source from CDE's electric grid, a) automatically when source power from CDE is lost and, b) manually when needed for emergencies, to perform maintenance, to assist in the restoration of service, or any other time/event deemed appropriate/necessary by CDE.

The Switch must be, a) accessible to CDE personnel at all times, b) located in close proximity to CDE's point of delivery, c) able to provide a clear visible open point of disconnection and a clear visible indication of switch position, d) have padlock provisions for locking the Switch in the open position and, e) labeled "Generator Disconnect Switch" or "Generator Transfer Switch".

Failure by Customer to notify CDE of Customer's generator installation, or failure by Customer to install the Switch according to the specifications listed herein, will result in immediate disconnection of Customer's electric service by CDE. Electric service will be reconnected by CDE when the Switch is installed and inspected/approved by the City of Clarksville, TN, Building and Codes Department.

Transfer equipment associated with installations serviced by alternate sources of supply shall be equipped with all the necessary equipment to prevent back-feed of power onto the power supplier's system when the power supplier's system is not energized by its own source of power. Protective equipment and installation of equipment to prevent back-feed shall be approved by the power supplier.

7. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 3, "Electrical Code," is hereby amended by deleting Section 4-313, "Violations / penalties," in its entirety and by substituting instead therefore the following as a new Section 4-313:

Section 4-313. Violation penalties; stop work orders; termination of power.

- (a) *Violation penalties.* Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order. Each day that a violation continues after due notice has been served regarding any violation shall be deemed a separate offense.

(b) *Stop work orders.* Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order.

(c) Termination of power. The building official shall have authority to terminate the electrical power to a structure when a situation exists of immediate danger to health, safety or welfare of the occupants, or when a hazard to the structure is eminent, as determined by the building official.

8. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 3, "Electrical Code," is hereby amended by adding a new Section 4-314:

Section 4-314. Failure to promptly correct defective work.

If any owner, authorized agent, or contractor engaged in electrical work, construction, alteration, modification or repair, fails to promptly correct any defective work, which also includes defective materials, no further permits for electrical work shall be issued to him / her until all such defective work has been corrected.

9. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 4, "Gas Code," Section 4-401, "Gas code adopted," is hereby amended by deleting the section in its entirety and by substituting instead therefore the following as a new Section 4-401:

Section 4-401. Gas code adopted.

(a) Pursuant to the authority granted by Tennessee Code Annotated, Sections 6-54-501 et. seq., the 2018 edition of the International Fuel Gas Code, together with all revisions associated therewith and forthcoming, including appendix C thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2021, with the following modifications:

Section 101.1: Insert "City of Clarksville"

Section 106.6.2: Insert "The fee schedule for Gas Permit Fees of the City of Clarksville, Section 4-402 of the Official Code of the City of Clarksville."

Section 106.6.3: Delete #2 and #3

Delete Sub-section 108.4 Violation penalties.

Insert new Sub-section 108.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order. Each day that a violation continues after due notice has been served regarding any violation shall be deemed a separate offense.

Delete Sub-section 108.5 Stop work orders.

Insert new Sub-section 108.5 Stop work orders.

Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order.

(b) Three (3) copies of the code shall be filed in the office of the building official.

10. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 5, "Plumbing Code," Section 4-502, "Plumbing Code Adopted," is hereby amended by deleting the section in its entirety and by substituting instead therefore the following as a new Section 4-502:

Section 4-502. Plumbing code adopted.

(a) Pursuant to the authority granted by Tennessee Code Annotated, Sections 6-54-501 et. seq., the 2018 edition of the International Plumbing Code, together with all revisions associated therewith and forthcoming, including appendix F thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2021, with the following modifications:

Section 101.1: Insert "City of Clarksville"

Amend Section 106.6

Insert new Section 106.6.2: Insert “the fee schedule for plumbing permits of the Official Code of the City of Clarksville Section 4-503.”

Amend Section 106.6.2:

Insert new Section 106.6.3: Delete #2 and #3.

Amend Section 305.6.1:

Insert new Section 305.4.1: Insert “18 inches”
Insert “18 inches”

Delete Section 603.2: Delete exception #2. (Does not exist in the 2018 Code)

Amend Section 904.1:

Insert new Section 903.1: Insert “12 inches”

Delete Sub-section 108.4 Violation penalties.

Insert new Sub-section 108.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order. Each day that a violation continues after due notice has been served regarding any violation shall be deemed a separate offense.

Delete Sub-section 108.5 Stop work orders.

Insert new Sub-section 108.5 Stop work orders.

Upon notice from the code official that plumbing work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order.

(b) Three (3) copies of the code shall be filed in the office of the building official.

11. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 5, Plumbing Code, Section 4-503, “Fees,” is

hereby amended by deleting the section in its entirety and by substituting instead therefore the following as a new Section 4-503:

Section 4-503. Fees.

Plumbing and outside utility fees are hereby established as follows:

- (1) Water connection:
 - a. New/existing residential: Per section 13-309.
 - b. New/existing commercial/industrial: Per section 13-309.
- (2) Sewer connection:
 - a. New/existing residential: Per section 13-309.
 - b. New/existing commercial/industrial: Per section 13-309.
- (3) Reserved.
- (4) Water tap: Per section 13-309.
- (5) Yard meter/secondary meter: Per section 13-309.
- (6) Taps on city main without meter, main extensions/fire sprinkler: Per section 13-309.
- (7) Water and sewer service inspection: Twenty-five dollars (\$25.00) per service.
- (8) Water and sewer replacement: Twenty-five dollars (\$25.00) per service replacement
- (9) Water tap inspection: Twenty-five dollars (\$25.00) per tap
- (10) Yard meter/secondary meter service inspection: Twenty-five dollars (\$25.00) per service.
- (11) Water heater: Ten dollars (\$10.00) per water heater
- (12) Openings: Ten dollars (\$10.00) per opening.
- (13) Vacuum breakers:
 - a. For the first five (5): Two dollars and fifty cents (\$2.50) each.
 - b. For each additional: One dollar and fifty cents (\$1.50).
- (14) Reduced backflow preventer: Twenty-five dollars (\$25.00) each
- (15) Permit issuance: Ten dollars (\$10.00) per permit (permit issuance fee applies to all plumbing permits to include all applicable water and sewer connection/tap fees as described in section 13-309).
- (16) Grease trap and/or oil separator: Twenty-five dollars (\$25.00).
- (17) A re-inspection permit shall be required for each plumbing re-inspection, such cost of permit to be twenty dollars (\$20.00) in addition to the administrative cost for issuing such permit.

12. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 5, "Plumbing Code," Section 4-510, "Examination of plumbers, outside utility installers, gas piping and appliance installers; issuance of certificates," is hereby amended by deleting sub-section (5) in its entirety and by substituting instead therefore the following as a new sub-section (5)

Sec. 4-510. - Examination of plumbers, outside utility installers, gas piping and appliance installers; issuance of certificates.

Delete Subsection (2) a. in its entirety:

a. Any applicant desiring to engage in any of the activities set out above shall provide the building official proof that he/she has a minimum of four (4) years experience under the supervision of a licensed master plumber, gas installer, or outside utility installer, depending on the license applied for and shall successfully complete an examination administered by the International Code Council (ICC) and, upon satisfactory proof of completion, shall be issued an applicable plumber's certificate. Fees for examination and issuance of certificates shall be as follows:

Certificate	Examination Fee (Includes Retesting)	Certificate Fee
Master plumber	\$130.00	\$25.00
Gas piping and appliance installer	130.00	25.00
Outside utility installer	130.00	25.00

Insert New Subsection (2) a. Any applicant desiring to engage in any of the activities set out above shall provide the building official proof that he/she successfully met the licensing requirement from the State of Tennessee Board for Licensing Contractors and upon satisfactory proof of completion, shall be issued an applicable plumber's certificate. Fees for issuance of certificates shall be as follows:

Certificate	Certificate Fee
Master plumber	\$50.00
Gas piping and appliance installer	50.00
Outside utility installer	50.00

Delete Subsection (2) b. in its entirety: All examination fees shall be paid when making application to be tested. Subsequent to successfully completing the examination administered by the International Code Council (ICC) and payment

of the certificate fee, the applicable certificate will be issued by the building and codes department.

Insert New Subsection (2) b. Payment of the certificate fee for the applicable certificate will be issued by the building and codes department

Delete Subsection (2) c. in its entirety: Any increase in examination or certificate fees imposed by the city or International Code Council (ICC) shall be added to the above schedule. The city general services committee may adjust city fees whenever necessary.

Insert New Subsection (2) c.: Any increase in certificate fees imposed by the city or International Code Council (ICC) shall be added to the above schedule. The city general services committee may adjust city fees whenever necessary.

Delete Subsection (5) in its entirety: Copies of the 2012 International Plumbing Code or International Fuel Gas Code may be obtained from the building department for actual cost of the publication.

13. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 5, "Plumbing Code," Section 4-513, "Local plumbing policies," is hereby amended by deleting Section 4-513 in its entirety and by substituting instead therefore the following as a new Section 4-513:

Section 4-513. Local plumbing policies.

The City Department of Gas & Water is hereby authorized to establish and promulgate, and along with the Building and Codes Department to enforce, policies and procedures governing the installation, construction and connection of private water and sewer service lines to City owned water and sewer service lines.

14. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 6, "Property Maintenance Code," Section 4-601, "Title and scope," sub-section (a)(3), "*Scope*," is hereby amended by deleting the sub-section in its entirety and by substituting instead therefore the following as a new sub-section (a)(3):

(3) *Scope*.

a. The provisions of this Code shall apply to all buildings or portions thereof, all accessory structures or portions thereof located on residential/nonresidential, used or unused, property.

b. This code establishes minimum standards for occupancy, and does not replace or modify standards otherwise established for construction, replacement or repair of buildings except such as are contrary to the provisions of this Code.

c. Buildings or structures moved into or within the jurisdiction shall comply with the requirements in the 2018 International Residential Code for new buildings.

15. That the Official Code of the City of Clarksville, Tennessee, Title 4, "Building, Utility, and Housing Codes," Chapter 7, "Energy Code," Section 4-701, "Adopted," is hereby amended by deleting the section in its entirety and by substituting instead therefore the following as a new Section 4-701:

Section 4-701. International Energy Conservation Code Adopted.

(a) Pursuant to the authority granted by Tennessee Code Annotated, Sections 6-54-501 et. seq., the 2009 edition of the International Energy Conservation Code, together with all revisions associated therewith and forthcoming, are hereby adopted by reference.

(b) Three (3) copies of this code shall be filed in the office of the building official.

16. That Title 4, "Building, Utility, and Housing Codes," Chapter 8, "Residential Code," Section 4-801, "International Residential Code," is hereby amended by deleting the section in its entirety, and by substituting instead therefore the following as a new Section 4-801

Section 4-801. International Residential Code.

(a) Pursuant to the authority granted by Tennessee Code Annotated, Section 6-54-501 et. seq., the 2018 International Residential Code (for one and two family dwellings), together with all revisions associated therewith and forthcoming, including appendix G thereto, but excluding all other appendices thereto, and are hereby adopted by reference, effective January 1, 2021, with the following modifications:

Section R101.1: Insert "City of Clarksville"

Section R 101.2: Scope: Detached one- and two-family dwellings and multiple single family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.

Section (EB) R102.7: Delete "International Property Maintenance Code or the International Fire Code" and substitute "The City of Clarksville Property Maintenance Code."

Section R113.4 Delete entirely and insert instead:
R113.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order. Each day that a violation continues after due notice has been served regarding any violation shall be deemed a separate offense.

Delete Section R301.2 (1): Insert the following words and figures in the chart:
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Wind Speed (mph)	Seismic Design Category	<u>Subject to Damage From</u>				Winter Design Temp:	Ice Shield Under-Layment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp:
			<u>Weathering</u>	<u>Frost Line depth:</u>	<u>Termite</u>	<u>Decay</u>					
10	90	C	Severe	12"	Moderate to Heavy	Slight to Moderate	14 deg.	No	6-15-84 6-29-01	500 per 100 yrs.	59 deg.

Insert New Section R301.2 (1): Insert the following words and figures in the chart:

TABLE R301.2(1)													
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA													
GROUND SNOW LOAD ^a	WIND DESIGN Speed ^b (mph)	Topographic effects ^c	Special wind region ^d	Wind-borne debris zone ^e	SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM:		WINTER DESIGN TEMP ^g	ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ⁱ	AIR FREEZING INDEX ^j	MEAN ANNUAL TEMP ^k	
10 ^o	135	NO	NO	NO	C	Weathering ^l	Frost line depth ^m	Termite ⁿ	14	NO	05-15-04 05-29-01	514	59deg
MINIMUM DESIGN CRITERIA ^o													
Elevation		Latitude	Winter heating	Summer cooling	Altitude correction factor				Indoor design temperature	Design temperature cooling		Heating temperature difference	
	550'	36	12	23					70	75		NOTE P	
Cooling temperature difference		Wind velocity heating	Wind velocity cooling	Coldest wet bulb	Daily range				Winter humidity	Summer humidity			
NOTE P		NOTE P		NOTE P		74		M		NOTE P		NOTE P	

For 10: 5 pounds per square foot > 5.0 kPa (0.076 kN/m²), 1 mile per hour > 1.6 kN/m².

a. Where weathering required a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(4). The grade of masonry units shall be determined from ASTM C90, C95, C100, C106, C108, C109, C110, C114, C115 or C116.

b. Where the frost line depth required deeper footings than indicated in Figure R301.2(4), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of flood submergence or water damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the local wind speed map (Figure R301.2(5)(a)). Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.5.4.

e. The outdoor design dry-bulb temperature shall be selected from the columns of 97th percent values for winter from Appendix B of the International Plumbing Code. Deviations from the Appendix B temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. (Not used in Figure R301.2(1)).

g. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.3.3.

h. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first order or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of the currently effective FIRM(s) and FIRM(s) or other flood hazard map adopted by the authority having jurisdiction, as amended.

i. In accordance with Sections R301.2.1, R301.2.1.1, R301.2.1.2, R301.2.1.3, R301.2.1.4, R301.2.1.5, R301.2.1.6, R301.2.1.7, R301.2.1.8, R301.2.1.9, R301.2.1.10, R301.2.1.11, R301.2.1.12, R301.2.1.13, R301.2.1.14, R301.2.1.15, R301.2.1.16, R301.2.1.17, R301.2.1.18, R301.2.1.19, R301.2.1.20, R301.2.1.21, R301.2.1.22, R301.2.1.23, R301.2.1.24, R301.2.1.25, R301.2.1.26, R301.2.1.27, R301.2.1.28, R301.2.1.29, R301.2.1.30, R301.2.1.31, R301.2.1.32, R301.2.1.33, R301.2.1.34, R301.2.1.35, R301.2.1.36, R301.2.1.37, R301.2.1.38, R301.2.1.39, R301.2.1.40, R301.2.1.41, R301.2.1.42, R301.2.1.43, R301.2.1.44, R301.2.1.45, R301.2.1.46, R301.2.1.47, R301.2.1.48, R301.2.1.49, R301.2.1.50, R301.2.1.51, R301.2.1.52, R301.2.1.53, R301.2.1.54, R301.2.1.55, R301.2.1.56, R301.2.1.57, R301.2.1.58, R301.2.1.59, R301.2.1.60, R301.2.1.61, R301.2.1.62, R301.2.1.63, R301.2.1.64, R301.2.1.65, R301.2.1.66, R301.2.1.67, R301.2.1.68, R301.2.1.69, R301.2.1.70, R301.2.1.71, R301.2.1.72, R301.2.1.73, R301.2.1.74, R301.2.1.75, R301.2.1.76, R301.2.1.77, R301.2.1.78, R301.2.1.79, R301.2.1.80, R301.2.1.81, R301.2.1.82, R301.2.1.83, R301.2.1.84, R301.2.1.85, R301.2.1.86, R301.2.1.87, R301.2.1.88, R301.2.1.89, R301.2.1.90, R301.2.1.91, R301.2.1.92, R301.2.1.93, R301.2.1.94, R301.2.1.95, R301.2.1.96, R301.2.1.97, R301.2.1.98, R301.2.1.99, R301.2.1.100, R301.2.1.101, R301.2.1.102, R301.2.1.103, R301.2.1.104, R301.2.1.105, R301.2.1.106, R301.2.1.107, R301.2.1.108, R301.2.1.109, R301.2.1.110, R301.2.1.111, R301.2.1.112, R301.2.1.113, R301.2.1.114, R301.2.1.115, R301.2.1.116, R301.2.1.117, R301.2.1.118, R301.2.1.119, R301.2.1.120, R301.2.1.121, R301.2.1.122, R301.2.1.123, R301.2.1.124, R301.2.1.125, R301.2.1.126, R301.2.1.127, R301.2.1.128, R301.2.1.129, R301.2.1.130, R301.2.1.131, R301.2.1.132, R301.2.1.133, R301.2.1.134, R301.2.1.135, R301.2.1.136, R301.2.1.137, R301.2.1.138, R301.2.1.139, R301.2.1.140, R301.2.1.141, R301.2.1.142, R301.2.1.143, R301.2.1.144, R301.2.1.145, R301.2.1.146, R301.2.1.147, R301.2.1.148, R301.2.1.149, R301.2.1.150, R301.2.1.151, R301.2.1.152, R301.2.1.153, R301.2.1.154, R301.2.1.155, R301.2.1.156, R301.2.1.157, R301.2.1.158, R301.2.1.159, R301.2.1.160, R301.2.1.161, R301.2.1.162, R301.2.1.163, R301.2.1.164, R301.2.1.165, R301.2.1.166, R301.2.1.167, R301.2.1.168, R301.2.1.169, R301.2.1.170, R301.2.1.171, R301.2.1.172, R301.2.1.173, R301.2.1.174, R301.2.1.175, R301.2.1.176, R301.2.1.177, R301.2.1.178, R301.2.1.179, R301.2.1.180, R301.2.1.181, R301.2.1.182, R301.2.1.183, R301.2.1.184, R301.2.1.185, R301.2.1.186, R301.2.1.187, R301.2.1.188, R301.2.1.189, R301.2.1.190, R301.2.1.191, R301.2.1.192, R301.2.1.193, R301.2.1.194, R301.2.1.195, R301.2.1.196, R301.2.1.197, R301.2.1.198, R301.2.1.199, R301.2.1.200, R301.2.1.201, R301.2.1.202, R301.2.1.203, R301.2.1.204, R301.2.1.205, R301.2.1.206, R301.2.1.207, R301.2.1.208, R301.2.1.209, R301.2.1.210, R301.2.1.211, R301.2.1.212, R301.2.1.213, R301.2.1.214, R301.2.1.215, R301.2.1.216, R301.2.1.217, R301.2.1.218, R301.2.1.219, R301.2.1.220, R301.2.1.221, R301.2.1.222, R301.2.1.223, R301.2.1.224, R301.2.1.225, R301.2.1.226, R301.2.1.227, R301.2.1.228, R301.2.1.229, R301.2.1.230, R301.2.1.231, R301.2.1.232, R301.2.1.233, R301.2.1.234, R301.2.1.235, R301.2.1.236, R301.2.1.237, R301.2.1.238, R301.2.1.239, R301.2.1.240, R301.2.1.241, R301.2.1.242, R301.2.1.243, R301.2.1.244, R301.2.1.245, R301.2.1.246, R301.2.1.247, R301.2.1.248, R301.2.1.249, R301.2.1.250, R301.2.1.251, R301.2.1.252, R301.2.1.253, R301.2.1.254, R301.2.1.255, R301.2.1.256, R301.2.1.257, R301.2.1.258, R301.2.1.259, R301.2.1.260, R301.2.1.261, R301.2.1.262, R301.2.1.263, R301.2.1.264, R301.2.1.265, R301.2.1.266, R301.2.1.267, R301.2.1.268, R301.2.1.269, R301.2.1.270, R301.2.1.271, R301.2.1.272, R301.2.1.273, R301.2.1.274, R301.2.1.275, R301.2.1.276, R301.2.1.277, R301.2.1.278, R301.2.1.279, R301.2.1.280, R301.2.1.281, R301.2.1.282, R301.2.1.283, R301.2.1.284, R301.2.1.285, R301.2.1.286, R301.2.1.287, R301.2.1.288, R301.2.1.289, R301.2.1.290, R301.2.1.291, R301.2.1.292, R301.2.1.293, R301.2.1.294, R301.2.1.295, R301.2.1.296, R301.2.1.297, R301.2.1.298, R301.2.1.299, R301.2.1.300, R301.2.1.301, R301.2.1.302, R301.2.1.303, R301.2.1.304, R301.2.1.305, R301.2.1.306, R301.2.1.307, R301.2.1.308, R301.2.1.309, R301.2.1.310, R301.2.1.311, R301.2.1.312, R301.2.1.313, R301.2.1.314, R301.2.1.315, R301.2.1.316, R301.2.1.317, R301.2.1.318, R301.2.1.319, R301.2.1.320, R301.2.1.321, R301.2.1.322, R301.2.1.323, R301.2.1.324, R301.2.1.325, R301.2.1.326, R301.2.1.327, R301.2.1.328, R301.2.1.329, R301.2.1.330, R301.2.1.331, R301.2.1.332, R301.2.1.333, R301.2.1.334, R301.2.1.335, R301.2.1.336, R301.2.1.337, R301.2.1.338, R301.2.1.339, R301.2.1.340, R301.2.1.341, R301.2.1.342, R301.2.1.343, R301.2.1.344, R301.2.1.345, R301.2.1.346, R301.2.1.347, R301.2.1.348, R301.2.1.349, R301.2.1.350, R301.2.1.351, R301.2.1.352, R301.2.1.353, R301.2.1.354, R301.2.1.355, R301.2.1.356, R301.2.1.357, R301.2.1.358, R301.2.1.359, R301.2.1.360, R301.2.1.361, R301.2.1.362, R301.2.1.363, R301.2.1.364, R301.2.1.365, R301.2.1.366, R301.2.1.367, R301.2.1.368, R301.2.1.369, R301.2.1.370, R301.2.1.371, R301.2.1.372, R301.2.1.373, R301.2.1.374, R301.2.1.375, R301.2.1.376, R301.2.1.377, R301.2.1.378, R301.2.1.379, R301.2.1.380, R301.2.1.381, R301.2.1.382, R301.2.1.383, R301.2.1.384, R301.2.1.385, R301.2.1.386, R301.2.1.387, R301.2.1.388, R301.2.1.389, R301.2.1.390, R301.2.1.391, R301.2.1.392, R301.2.1.393, R301.2.1.394, R301.2.1.395, R301.2.1.396, R301.2.1.397, R301.2.1.398, R301.2.1.399, R301.2.1.400, R301.2.1.401, R301.2.1.402, R301.2.1.403, R301.2.1.404, R301.2.1.405, R301.2.1.406, R301.2.1.407, R301.2.1.408, R301.2.1.409, R301.2.1.410, R301.2.1.411, R301.2.1.412, R301.2.1.413, R301.2.1.414, R301.2.1.415, R301.2.1.416, R301.2.1.417, R301.2.1.418, R301.2.1.419, R301.2.1.420, R301.2.1.421, R301.2.1.422, R301.2.1.423, R301.2.1.424, R301.2.1.425, R301.2.1.426, R301.2.1.427, R301.2.1.428, R301.2.1.429, R301.2.1.430, R301.2.1.431, R301.2.1.432, R301.2.1.433, R301.2.1.434, R301.2.1.435, R301.2.1.436, R301.2.1.437, R301.2.1.438, R301.2.1.439, R301.2.1.440, R301.2.1.441, R301.2.1.442, R301.2.1.443, R301.2.1.444, R301.2.1.445, R301.2.1.446, R301.2.1.447, R301.2.1.448, R301.2.1.449, R301.2.1.450, R301.2.1.451, R301.2.1.452, R301.2.1.453, R301.2.1.454, R301.2.1.455, R301.2.1.456, R301.2.1.457, R301.2.1.458, R301.2.1.459, R301.2.1.460, R301.2.1.461, R301.2.1.462, R301.2.1.463, R301.2.1.464, R301.2.1.465, R301.2.1.466, R301.2.1.467, R301.2.1.468, R301.2.1.469, R301.2.1.470, R301.2.1.471, R301.2.1.472, R301.2.1.473, R301.2.1.474, R301.2.1.475, R301.2.1.476, R301.2.1.477, R301.2.1.478, R301.2.1.479, R301.2.1.480, R301.2.1.481, R301.2.1.482, R301.2.1.483, R301.2.1.484, R301.2.1.485, R301.2.1.486, R301.2.1.487, R301.2.1.488, R301.2.1.489, R301.2.1.490, R301.2.1.491, R301.2.1.492, R301.2.1.493, R301.2.1.494, R301.2.1.495, R301.2.1.496, R301.2.1.497, R301.2.1.498, R301.2.1.499, R301.2.1.500, R301.2.1.501, R301.2.1.502, 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R301.2.1.716, R301.2.1.717, R301.2.1.718, R301.2.1.719, R301.2.1.720, R301.2.1.721, R301.2.1.722, R301.2.1.723, R301.2.1.724, R301.2.1.725, R301.2.1.726, R301.2.1.727, R301.2.1.728, R301.2.1.729, R301.2.1.730, R301.2.1.731, R301.2.1.732, R301.2.1.733, R301.2.1.734, R301.2.1.735, R301.2.1.736, R301.2.1.737, R301.2.1.738, R301.2.1.739, R301.2.1.740, R301.2.1.741, R301.2.1.742, R301.2.1.743, R301.2.1.744, R301.2.1.745, R301.2.1.746, R301.2.1.747, R301.2.1.748, R301.2.1.749, R301.2.1.750, R301.2.1.751, R301.2.1.752, R301.2.1.753, R301.2.1.754, R301.2.1.755, R301.2.1.756, R301.2.1.757, R301.2.1.758, R301.2.1.759, R301.2.1.760, R301.2.1.761, R301.2.1.762, R301.2.1.763, R301.2.1.764, R301.2.1.765, R301.2.1.766, R301.2.1.767, R301.2.1.768, R301.2.1.769, R301.2.1.770, R301.2.1.771, R301.2.1.772, R301.2.1.773, R301.2.1.774, R301.2.1.775, R301.2.1.776, R301.2.1.777, R301.2.1.778, R301.2.1.779, R301.2.1.780, R301.2.1.781, R301.2.1.782, R301.2.1.783, R301.2.1.784, R301.2.1.785, R301.2.1.786, R301.2.1.787, R301.2.1.788, R301.2.1.789, R301.2.1.790, R301.2.1.791, R301.2.1.792, R301.2.1.793, R301.2.1.794, R301.2.1.795, R301.2.1.796, R301.2.1.797, R301.2.1.798, R301.2.1.799, R301.2.1.800, R301.2.1.801, R301.2.1.802, R301.2.1.803, R301.2.1.804, R301.2.1.805, R301.2.1.806, R301.2.1.807, R301.2.1.808, R301.2.1.809, R301.2.1.810, R301.2.1.811, R301.2.1.812, R301.2.1.813, R301.2.1.814, R301.2.1.815, R301.2.1.816, R301

Section P2603.5.1: Insert “18 inches”
Insert “18 inches”

Section 2904: Dwelling Unit Fire Sprinkler Systems: Delete entirely

Amend Section 2905.4.2:

Insert new Section 2906.4.1: Delete “Water-service piping is permitted to be located in the same trench with a building sewer provided such sewer is constructed of materials listed for underground use within a building in Section **P3002.1(2)**, if the building sewer is not constructed of materials listed in Section **P3002.1(2)**.”

Section P3103.1 Insert “12 inches”
Delete “or (number) inches above the anticipated snow accumulation,”

Delete entirely Chapters 34 through 43 (Electrical)

(b) Three (3) copies of the code shall be filed in the office of the building official.

17. That Title 4, “Building, Utility, and Housing Codes,” Chapter 8, “Residential Code,” is hereby amended by adding a new Section 4-802:

Section 4-802. Failure to promptly correct defective work.

If any owner, authorized agent, or contractor engaged in residential building work, construction, alteration, modification, or repair, fails to promptly correct any defective work, which also includes defective materials, no further permits for residential building work shall be issued to him / her until all such defective work has been corrected.

18. That Title 4, “Building, Utility, and Housing Codes,” Chapter 9, “Mechanical Code,” Section 4-901, “International Mechanical Code,” is hereby amended by deleting the section in its entirety, and by substituting instead therefore the following as a new Section 4-901:

Section 4-901. Mechanical Code.

(a) Pursuant to the authority granted by Tennessee Code Annotated, Sections 6-54-501 et. seq., the **2018** edition of the International Mechanical Code, together with all revisions associated therewith and forthcoming, including appendix A thereto, but excluding all other appendices thereto, and are hereby adopted by reference, effective **January 1, 2021** with the following modifications:

Section 101.1: Insert “City of Clarksville”

Section 106.5.2: Delete entirely

Section 106.5.3: Delete #2 and #3

Delete Sub-section 108.4 Violation penalties.

Insert new Sub-section 108.4 Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order. Each day that a violation continues after due notice has been served regarding any violation shall be deemed a separate offense.

Delete Sub-section 108.5 Stop work orders.

Insert new Sub-section 108.5 Stop work orders.

Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a civil fine of FIFTY DOLLARS (\$50.00), in addition to any other remedies or penalties provided by law or court order.

(b) Three (3) copies of the code shall be filed in the office of the building official.

19. That Title 4, "Building, Utility, and Housing Codes," Chapter 9, "Mechanical Code," is hereby amended by adding a new Section 4-905:

Section 4-905. Failure to promptly correct defective work.

If any owner, authorized agent, or contractor engaged in mechanical work, construction, alteration, modification, or repair, fails to promptly correct any defective work, which also includes defective materials, no further permits for mechanical work shall be issued to him / her until all such defective work has been corrected.

FIRST READING:

SECOND READING:

EFFECTIVE DATE:

RESOLUTION 28-2020-21

A RESOLUTION REPEALING RESOLUTION 25-1991-92, ADOPTING SICK LEAVE TRANSFER PERSONNEL PROCEDURE 91-4, AND ADOPTING PERSONNEL PROCEDURE 20-1 ESTABLISHING THE SICK LEAVE BANK

WHEREAS, Sick Leave Transfer Personnel Procedure 91-4 was approved by the City Council on September 5, 1991; and

WHEREAS, Such procedure should be repealed and a new Sick Leave Bank Personnel Procedure should be adopted.

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

That RESOLUTION 25-1991-92, adopting Sick Leave Transfer Personnel Procedure 91-4, is hereby repealed.

BE IT FURTHER RESOLVED that Personnel Procedure 20-1, establishing the Sick Leave Bank, is hereby adopted.

ADOPTED:

PERSONNEL PROCEDURE 20-1

SUBJECT: Sick Leave Bank Procedure

PURPOSE: To provide a mechanism whereby employees may participate in a sick leave bank.

APPLICABILITY: This procedure applies to regular, full-time employees of the City of Clarksville.

REFERENCES: City Code Title 1.5, Chapter 6, Section 1.5-602

POLICY STATEMENT: The Sick Leave Bank (the "Bank") grants paid sick leave to employees who are medically certified as unable to perform the essential functions of their jobs as a result of a personal illness, injury, accident, medical condition, or quarantine and who have exhausted all of their personal sick, compensatory, and annual leave balances.

ELIGIBILITY FOR ENROLLMENT AND MEMBERSHIP:

1. All regular, full-time employees who are entitled to accrue sick leave pursuant to City Code Title 1.5, Chapter 6, Section 1.5-602, who have been employed by the City of Clarksville for 12 (twelve) full months immediately preceding application for participation, who are currently accruing leave, and who have a sick leave balance of at least 6 (six) days as of November 30 of the current enrollment year are eligible to enroll in the bank.
2. Eligible employees electing to join the Bank must do so during the month of December of any year by submitting a Sick Leave Bank Application (Appendix A), to the Benefits Section in the Human Resources Department.
3. Any employee who elects to join the Bank will initially have the equivalent of 4 (four) days of sick leave deducted from his or her personal accumulation and donated to the Bank. Thereafter, 1 (one) day of sick leave per year will be assessed each December. The City of Clarksville may waive this assessment in any year by written notice.
4. If at any time the number of days in the Bank is less than 1 (one) per member, or at any time deemed advisable, 1 (one) or more days of accumulated sick leave will be transferred from each member to the Bank.
5. A member that accrues leave the month immediately preceding any assessment, but fails to hold the required sick leave for the assessment, will be removed from the Bank and previous assessments will be forfeited.
6. For a member that does not accrue leave in the month prior to any assessment, the first earned sick day(s) will be assessed upon accrual by the member.

7. Initial, annual, and special assessments to the Bank are non refundable and non transferable.

ELIGIBILITY FOR APPLICATION AND GRANTS:

1. Application for sick leave grants must be made via Withdrawal Request Application (Appendix B), and medical certification of the qualifying event.
2. Applications for grants from the Bank for pre-existing conditions will be denied until December 1 of the following year. "Pre-existing" means a condition that existed for which a member received treatment or advice during the 12 (twelve) month period prior to the effective date of initial Bank membership.
3. Applications for grants from the Bank will be denied for the following:
 - a) Elective surgery;
 - b) illness of any family member;
 - c) routine prenatal care, and post normal child birth (ie; maternity and paternity leave);
 - d) while the member is earning or receiving income from other employment;
 - e) during any period the member is receiving disability benefits from social security, TCRS;
 - f) the member is receiving On-the-Job Injury benefits, short or long term disability insurance benefits, or any other employer provided benefits for job or service related injuries or illnesses.
4. Grants from the Bank will not be approved until the member has exhausted all accumulated sick, compensatory, and annual leave.
5. The member must file all documents in a timely manner.
 - a) Application eligibility date ("eligibility date") is the date the member exhausts all accumulated sick, compensatory, and annual leave.
 - b) Application for sick leave grants must be submitted to the Benefits section in the Human Resources Department with the Withdrawal Request Application and medical certification of the qualifying event. In the event a member is physically or mentally unable to submit an application, a family member or agent may file the request on the member's behalf.
 - c) Application for sick leave grants must be completed, and submitted by the member, no later than two weeks prior to the need, absent any extraordinary circumstances as determined by the Benefits section in the Human Resources Department. Applications for grants received later than two weeks prior, where no extraordinary circumstances are found, will be denied. No further application for a sick leave grant during that period of absence from work for that specific illness/injury will be accepted.
6. Medical Certification
 - a) Medical certification of the qualifying event must be presented with the Withdrawal Request Application and include the total time (or estimated time per the medical provider) the member will be away from the workplace.

b) All medical certification and/or any other medical records or requested information must be forwarded directly to the Benefits section in the Human Resources Department.

GRANTS FROM THE BANK:

1. Sick leave grants from the Bank shall not be more than 90 days for which the member would have otherwise lost pay. A member may receive a maximum of 90 days from the Bank as a result of a personal illness, injury, accident, disability, medical condition, or quarantine per 12 month period. Unused requested leave will be transferred from the member to the Bank (ie; member requests 30 days but is released from medical care, and returns to work after 20 days, the unused 10 days will be transferred from the member to the Bank.) Granted leave for any one qualifying event must be for consecutive time off. Intermittent leave does not qualify.
2. Grants of sick leave from the Bank shall not exceed 90 days within a rolling 12 month period. The initial 12 month period starts on the date of the first Bank approval.
3. Grants from the Bank terminate as of the date the member is released to return to work with or without restrictions. Unused requested Bank hours will be transferred from the member to the Bank upon return to work certification from their medical provider.

WITHDRAWAL, REMOVAL, OR LOSS OF MEMBERSHIP:

1. Sick Bank membership and grants will terminate as a result of:
 - a) Changing to a part-time employment status;
 - b) Written requests to cancel membership must be submitted to the Benefits Section in the Human Resources Department. All cancellations of membership requests are effective on the last day of the month that the request was received in Human Resources. Membership withdrawal results in forfeiture of all days contributed.
 - c) Refusal to honor any assessment as may be required to maintain an adequate number of reserve days in the Bank; or
 - d) Separation of service by resignation, dismissal, death, or retirement
2. Upon a finding of any material misrepresentation of facts by a member in making an application for use of sick leave from the Bank, the member may be denied Bank membership. Any member denied Bank membership based on misrepresentation of facts will lose all present and future rights to membership, grants of sick leave, and re-enrollment in the Bank. Previous Bank contributions will be forfeited.

RESPONSIBILITIES:

1. Benefits section in the Human Resources Department:
 - a) Notify the Payroll Department of Sick Bank new members. Authorize four days of sick leave to be deducted from the new member's sick leave and transferred to the Bank. Open enrollment is December 1-31 each calendar year.
 - b) Notify the Payroll Department, each December 1, of existing Bank members donating one day of their sick leave to the Bank.
 - c) Assist members in preparing and submitting the Withdrawal Request Application and obtaining medical certification.
 - d) Approve the Withdrawal Request and verify medical certification.
 - e) Notify the Payroll Department of the details of the approved request so that the transfer can be processed.
 - f) Maintain all Withdrawal Request Applications and medical certifications in member's health file.
 - g) Notify the affected Department as mandated (FMLA, TML, etc).
2. Payroll Department
 - a) Transfer certified member's time as certified and approved.
3. City Departments
 - a) Assist employees as needed.
 - b) Send all requests, and medical documentation, to the Benefits section in the Human Resources Department.

Future revisions to this policy may be made, and approved, by the Mayor, Human Resources Director, Risk Manager, and Benefits Manager.

OFFICIAL DOCUMENT

REVISION APPROVED BY CITY COUNCIL: _____

WILL WYATT, HUMAN RESOURCES DIRECTOR

CITY OF CLARKSVILLE SICK LEAVE BANK OPEN ENROLLMENT

Beginning December 1, and continuing through December 31, applications for new enrollees in the Sick Leave Bank (Bank) will be accepted. Please read City of Clarksville Personnel Procedure 91-4 before completing an application.

The Bank is solely for the serious illness or injury of the employee and not for the illnesses/injuries of immediate family members. Medical certification is required with each request for sick leave bank time. The Benefits Section of the Human Resources Department will individually review each request (1) to determine the nature of the illness or injury; and (2) to evaluate the employee's own personal leave record/use.

Applicants requesting membership in the Sick Leave Bank must have been an active full time employee accruing sick leave for 12 full months immediately preceding application for participation. A minimum sick leave balance of 6 (six) days as of November 30 of the current enrollment year is required for Bank membership. Bank open enrollment is December 1-31 of each year. Upon membership approval, 4 (four) days of sick leave time will be transferred to the bank. (These are non-refundable hours.) If you need further information, please contact Human Resources at (931) 645-7421 or email HRBenefits@cityofclarksville.com.

Completed SLB applications must be returned on or before December 31.
Late applications will not be accepted.

SICK LEAVE BANK OPEN ENROLLMENT APPLICATION
LATE APPLICATIONS WILL NOT BE ACCEPTED.

Name: _____
 First M.I. Last

Employee ID Number: _____ Email: _____

Department: _____

I am hereby applying for membership in the City of Clarksville Sick Bank (Bank). I have been a full time employee accruing sick leave for 12 months immediately preceding this request. I have, or will have, 6 (six) days of my own sick leave time accumulated before December 1. I understand you will take 4 (four) days of accrued sick leave as a non-refundable transfer of time in exchange for my membership in the Bank. Thereafter, 1 (one) day of accrued sick leave per year will be assessed each December 1. I have read, understand, and agree to the terms of Personnel Procedure 91-4, Sick Leave Bank Procedure. I understand the Bank hours are solely for the serious illnesses/injuries of its members and may not be used for elective surgeries or dependents. I agree to abide by the Sick Leave Bank procedure.

Signature of Applicant: _____ Date: _____

Return completed application to:

HRBenefits@cityofclarksville.com

Mail will be delayed so please email if possible.

Mailing address:

Human Resources Department
1 Public Square Suite 200
Clarksville, TN 37040

Appendix A

THIS BOX IS FOR HUMAN RESOURCES USE ONLY

Date received in HR: _____

Employee sick leave balance: _____

Authorizing transfer of 4 (four) days of accrued sick leave to the Bank. Yes

WITHDRAWAL REQUEST APPLICATION

DATE: _____

NAME OF RECIPIENT: _____

EMPLOYEE ID NUMBER: _____

DEPARTMENT: _____ TITLE: _____

AMOUNT OF AVAILABLE SICK LEAVE AS OF (Date) _____, (Hours) _____

AMOUNT OF AVAILABLE ANNUAL LEAVE AS OF (Date) _____, (Hours) _____

AMOUNT OF COMPENSATORY LEAVE AS OF (Date) _____, (Hours) _____

REASON FOR THE REQUEST: _____

DOCTORS CERTIFICATE AND PROGNOSIS ATTACHED: YES ____ NO ____ PREVIOUSLY SUBMITTED? YES ____ NO ____

STATEMENT BY RECIPIENT: I request a Sick Bank Withdrawal. As a result of a qualifying event, I will likely be off work until _____ based on my doctor's prognosis, and I do not have enough earned leave time to cover that absence. Separately, I do not qualify for compensation from the On-the-Job Injury program, Tennessee Consolidated Retirement System, or Long or Short Term Disability policies. I agree to notify the Benefits Section in the Human Resources Department if I am approved for any compensation. I am requesting _____ Bank days (90 day maximum) to cover this absence.

DATE

SIGNATURE OF RECIPIENT

HUMAN RESOURCES AUTHENTICATION: I have reviewed, and certified, this request. Please use _____ Bank hours for this employee's approved absence.

DATE

SIGNATURE

APPENDIX B

RESOLUTION 29-2020-21

A RESOLUTION ADOPTING PERSONNEL POLICY 20-3 PERTAINING TO HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) PRIVACY POLICY

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

That Personnel Policy 20-3 pertaining to Health Insurance Portability and Accountability Act (HIPAA) Privacy Policy, is hereby adopted.

ADOPTED:

PERSONNEL POLICY 20-3

SUBJECT: Health Insurance Portability and Accountability Act (HIPAA) Privacy Policy

PURPOSE: To establish policy, and guidance, for HIPAA compliance within the City of Clarksville workforce.

APPLICABILITY: All Departments

REFERENCES: Federal HIPAA Privacy Rule and Law

POLICY STATEMENT: To give the City of Clarksville workforce standard information so that Federal HIPAA laws can be implemented.

RIGHT TO AN ACCOUNTING OF DISCLOSURES:

Under HIPAA, individuals have the right to request an accounting of certain Protected Health Information. (PHI) disclosures. This allows individuals to determine where their PHI has been used and disclosed outside of the normal treatment, payment, and health care operations. As a business associate, in order to respond to individuals' requests for an accounting of PHI disclosures, the City will have to track disclosures made of individual's PHI every time it is used outside of treatment, payment, and health care operations.

1. Individuals have the right to request an "accounting of disclosures." This is a list of the disclosures made of PHI about the individual, that were not made to the individual, pursuant to an authorization by the individual, was not an incidental disclosure or part of a limited data set (data that does not include directly identifiable information), used for research, used for public health purposes, to persons involved in the individual's care, for national security or intelligence purposes, to correctional institutions or law enforcement, for a health care provider or plan's treatment, payment or health care operations, or for disclosures made prior to the date of compliance with privacy standards.
2. Disclosures and requests for an accounting of disclosures will be tracked in the Log of PHI Disclosures form (Appendix A) that will be maintained in the master HIPAA file.
3. To request an Accounting of Disclosures (Appendix B), the individual, or a health care provider on behalf of the individual, must submit a request in writing to the HIPAA Privacy Officer. The request must state a time period that can be no longer than six years.
4. The request will indicate in what form the information is to be delivered (written, electronic, etc).
5. Responses for requests for accounting disclosures will be made within thirty (30) calendar days.

6. If additional time is needed, the individual or covered entity will be informed, within the thirty (30) days, in writing of the delay, the reason for the delay, and the date the accounting will be provided that will be no later than 60 days from the original request.

IMPROPER USES/DISCLOSURES OF PHI:

When any type of improper use/disclosure of PHI is discovered:

1. The City of Clarksville will immediately notify the affected covered entity both by phone call and in writing.
2. The City of Clarksville will immediately provide the Notice of Incident Involving Disclosure of PHI (Appendix C), and the Risk Assessment for Breach of Unsecured Protected Health Information (Appendix D) to the covered entity including:
 - a. the details of the improper use/disclosure of PHI
 - b. the date the improper use/disclosure of PHI occurred
 - c. the date the improper use/disclosure was discovered
 - d. a list of names and associated contact information for those individuals whose PHI was affected
 - e. what steps those individuals whose PHI was affected should take
 - f. what steps The City of Clarksville is taking to mitigate the improper use/disclosure of PHI
 - g. Privacy Officer's contact information for further information.

If the improper use/disclosure of PHI involves "unsecured PHI" it has special significance and may constitute a breach under the HIPAA regulations which carries more stringent mitigation/reporting requirements potentially causing the covered entity (and us) to notify the affected individuals, the HHS (Department of Health and Human Services), and the media of the breach. More information about breaches of unsecured PHI is provided below.

DETERMINING IF A BREACH HAS OCCURED

For an acquisition, access, use, or disclosure of PHI to constitute a breach, it must constitute a violation of the HIPAA Privacy Rule. For example, if information is de-identified in accordance with 45 CFR 164.514(b), it is not PHI and any inadvertent or unauthorized use or disclosure of such information will not be considered a breach under the notification requirements of the Act and the Rule.

UNSECURED PHI

The Department of Health and Human Services (HHS) has defined unsecured to mean PHI that has not been:

1. Encrypted consistent with standards set by the National Institute for Standards and Technology; or
2. Destroyed in a manner that renders the information irrecoverable, such as shredding for paper records. Thus, while HIPAA does not require the use of encryption, encrypting PHI can reduce the risk that a covered entity will be required to provide notice of a security breach.

The City of Clarksville will deploy the proper technologies and methodologies that will make PHI unusable, unreadable, or indecipherable to unauthorized individuals. Proper use of such technologies and methodologies will help prevent PHI from becoming Unsecured PHI.

There are two methods for making PHI unusable, unreadable, or indecipherable to unauthorized individuals: encryption and destruction. Below are the guidelines for how these methods apply to the following data states:

1. **Data at Rest** - An encryption process for "data at rest" (i.e., data that resides in databases, file systems, and other structured storage methods) will be valid if it is consistent with National Institute of Standards and Technology ("NIST") Special Publication 800-111, Guide To Storage Encryption Technologies for End User Devices.
2. **Data in Motion** - An encryption process for "data in motion" (i.e., data that is moving through a network, including wireless transmission) will be valid if it complies with the requirements of Federal Information Processing Standards ("FIPS") 140-2.
3. **Data Disposed** - "Data disposed" (e.g., discarded paper records or recycled electronic media) will be properly destroyed if (1) paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed, and (2) electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved

EXCEPTION TO THE BREACH DEFINITION

The following three situations are excluded from the definition of "breach" under the Act:

1. The unintentional acquisition, access, or use of PHI by any workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted by the Privacy Rule.
2. The inadvertent disclosure of PHI by an individual otherwise authorized to access PHI at a facility operated by The City of Clarksville to another person at The City of

Clarksville, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.

3. An unauthorized disclosure where a person at The City of Clarksville has a good faith belief that an unauthorized person to whom PHI is disclosed would not reasonably have been able to retain the information.

BREACH NOTIFICATION REQUIREMENTS

If it is determined that a breach has occurred the following steps will apply:

1. A Risk Assessment (RA) will be conducted. If The City of Clarksville can demonstrate through the RA that there is a low probability that the Protected Health Information has been compromised then Breach Notification is not required:
 - a. The RA will consider:
 - i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
 - ii. The unauthorized person who used PHI or to whom the PHI was disclosed.
 - iii. Whether the PHI was actually acquired or viewed.
 - iv. The extent to which the risk to the PHI has been mitigated
2. If the RA determines that the PHI has been compromised the following steps will be implemented:
 - a. The affected covered entity will be immediately notified both by phone call and in writing.
 - b. Written documentation to the covered entity will be provided, and will include:
 - i. the details of the breach
 - ii. whether the breach involved secured or unsecured PHI
 - iii. the date the breach occurred
 - iv. the date the breach was discovered
 - v. a list of names and associated contact information for those individuals whose PHI was breached
 - vi. what steps those individuals whose PHI was breached should take
 - vii. what steps we are taking to mitigate the breach
 - viii. Privacy Officer's contact information for further information.

COMPUTER SYSTEMS:

PASSWORDS

1. All systems will require a valid user ID and password.
2. It is recommended that all users change their passwords at least every 90 days.
3. In the event of a suspected or actual password breach those passwords are to be changed immediately.
4. After three unsuccessful attempts to enter a password, the involved user ID will be suspended until reset by the system administrator.
5. The display or printing of passwords will be masked so that unauthorized parties will not be able to observe or recover them.
6. Passwords will not be stored in written or readable form.
7. Upon termination all passwords for the employee will be immediately changed or deactivated.

ACCESS

1. Computer screens will be positioned in such a manner that only authorized users may see the information contained on the screen.
2. All terminals will have a password protected screen saver that will be activated after no more than fifteen minutes of inactivity.
3. If computer equipment will be permanently taken out of service, the hard drive will be totally erased.
4. Install Antivirus software.
5. Update Antivirus software every six months.
6. Automatic logoff of systems after no more than 30 minutes of inactivity.
7. A notice, at system start-up, warning that only those with proper authority should access the system will be displayed initially before signing onto the system OR a written notice with a warning that only those with proper authority should access the system will be displayed near the computer terminal.
8. Individuals who are not employees, contractors, consultants, or business partners will not be granted access to any systems.

9. Employees will logoff the system before going to lunch or taking breaks.
10. Employees will logoff the system before they end their shift for the day.
11. The room where the workstation is contained will be locked when not in use.
12. All removable media (e.g. CD-ROMs, backup tapes, diskettes, and etc.) will be stored in a locked cabinet to prevent unauthorized use.
13. All removable media (e.g. CD-ROMs, backup tapes, diskettes, etc.) no longer in use will be reformatted or destroyed preventing any protected health information from being seen by unauthorized individuals.
14. Printed versions (hardcopy) of protected health information will be shredded before it is discarded.
15. System access will be reviewed annually to remove identification codes and passwords of users who no longer require access.

REMOTE ACCESS

1. Remote access via modem should be through an approved security mechanism such as a dial back system, or only allowing modem connectivity from specific phone numbers.
2. After three unsuccessful attempts to enter a password, the involved user ID will be suspended until reset by the system administrator.

INTERNET

1. Use of the Internet via our network will be primarily for business or professional development.
2. Use of the Internet via our network is not permitted for personal use.
3. A firewall will be installed to protect against unauthorized intrusion.

E-MAIL (ELECTRONIC MAIL)

1. Prohibited use of the electronic mail system includes, but is not limited to:
 - a. Disclosure of an individual's personal health information without appropriate authorization.
 - b. Transmission of information inside or outside of the organization without a legitimate business need for the information.
 - c. Use for marketing purposes without explicit permission of the employee.

2. Employee will be informed about privacy issues such as:
 - a. Who besides addressee processes messages.
 - i. During addressee's usual business hours.
 - ii. During addressee's vacation or illness.
 - b. That messages are to be included as part of the medical record.
3. The following types of transactions (prescription refill, appointment scheduling, etc.) and sensitive subject matter (HIV, mental health, etc.) should not be sent over e-mail.
4. Employees will be instructed to put the category of transaction in the subject line of message for filtering: "prescription," "appointment," "medical advice," "billing question."
5. Employees will be instructed to put their name and employee identification number in the body of the message.
6. The sharing of company e-mail accounts with family members is strictly prohibited.
7. Confirm all "To:" fields prior to sending messages.
8. No less than weekly backups of mail onto long-term storage.
9. The use of distribution lists for distributing confidential information is strictly prohibited.
10. The subject line will contain a notation referring to the confidential or sensitive nature of the information.
11. Document employee consent to guidelines for e-mail use:
 - a. E-mail will not be used for emergencies or time-sensitive issues.
 - b. Privacy and security of e-mail messages is not guaranteed.
 - c. Staff other than the intended recipient may read and process e-mail.
 - d. Indemnify the City for information loss due to technical failures.
12. Member authorization should be obtained before forwarding protected health information to a third party such as a consultant or health plan.
13. Member e-mail addresses will not be supplied to third parties for advertising.
14. When an e-mail account will not be monitored during a vacation or office closure, an auto reply should be sent notifying the sender that the intended recipient is away.
15. Upon termination of employment the e-mail account will be deactivated.

BACKUP AND RECOVERY

1. A full system backup to tape will be performed every Friday.

2. An incremental backup will be performed Monday, Tuesday, Wednesday, and Thursday.
3. After being used for 6 months the tape will be destroyed and discarded; and replaced by a new tape.
4. Backup tapes will be stored off-site in a secure location.
5. Backup and recovery procedures will be tested at least once a year.

HIPAA Covered Entities:

- **Health Care Providers:** physicians, clinics, hospitals, etc.
- **Health Plans:** employer group health plans, health insurance carriers, etc.
- **Health Care Clearinghouses:** processes/ facilitates processing of health information from a nonstandard format to a standard format.

The City of Clarksville is considered a Business Associate, which is a person or organization that performs a function or activity involving the use or disclosure of PHI (Protected Health Information) on behalf of a covered entity, but is not part of the covered entity's workforce. Business Associates can be but are not limited to the following:

- | | |
|---------------------------------------|-------------------------------|
| ● Claims processors or administrators | ● Lawyers |
| ● Billing Agencies | ● Accountants |
| ● Benefit managers | ● Collection Agencies |
| ● Consultants | ● Medical Answering Services |
| ● Clearing houses | ● Temporary Staffing Agencies |
| ● Storage Facilities | |

When business associates are involved in the use or disclosure of PHI while performing a function on behalf of a covered entity, they are expected to adhere to the same standards for safeguarding PHI as the covered entity. Under the recent ARRA/HITECH updates to HIPAA, the Department of Health and Human Services now has direct jurisdiction over business associates. Covered entities and business associates are expected to assure that PHI is used and disclosed appropriately by entering into a Business Associate Contract.

Business associates are required to assure covered entities that PHI will be used and disclosed appropriately by entering into a Business Associate Contract to protect the privacy and security of PHI.

1. The City of Clarksville will sign a Business Associate Contract with all covered entities from which it receives or will receive PHI.
2. The City of Clarksville will appropriately safeguard any PHI entrusted to our organization.

3. The City of Clarksville will sign an agreement stating that it will not use or disclose PHI in any manner which would not be permissible for the covered entity under the HIPAA privacy regulations.
4. The City of Clarksville will:
 - a. Not use or further disclose PHI other than as permitted under the contract or as required by law.
 - b. Use appropriate safeguards to prevent use or disclosure of PHI other than provided by the contract.
 - c. Report to The City of Clarksville's and covered entity's Privacy Officer any violation of use or disclosure as stated in the contract.
 - d. Notify covered entity of any unauthorized acquisition, access, use, or disclosure of unsecured PHI held on covered entity's behalf, including the identity of each individual who is the subject of the unsecured PHI breach.
 - e. Ensure that any agents to whom it provides PHI agree to the same restrictions
 - f. Provide a list of agents with their contact information that have been granted access to PHI to covered entity's Privacy Officer upon request
 - g. Provide proof that our employees and agents have been trained in protecting health information upon request to covered entity's Privacy Officer
 - h. Maintain a list of uses and disclosures of individual's PHI outside of treatment, payment, and healthcare operations (for electronic health records, a log of all disclosures including those for treatment, payment, and healthcare operations must be kept) and provide them upon request to help satisfy HIPAA's right for individuals to request an accounting of PHI uses and disclosures.
5. All reported and/or discovered violations of the Business Associate contract will be reported to the City of Clarksville's Privacy Officer as well as the covered entity's Privacy Officer.

EMPLOYEE SANCTIONS:

The purpose of this section is to address non-compliance with the HIPAA policy requirements governing the confidentiality of protected health information (PHI) which includes electronic protected health information (ePHI).

It is the policy of The City of Clarksville to take appropriate steps to promote compliance with the requirements for maintaining the confidentiality of PHI. The City of Clarksville takes seriously its requirements under HIPAA to protect the confidentiality of PHI and will respond appropriately to violations of HIPAA policies.

The appropriate response to such violations will depend on the severity of the violation, and the record of the employee.

The response will be decided after investigating the specific facts of the situation and may include, but is not limited to, such actions as: system changes, additional education, a written reprimand, a suspension, and termination of employment.

Employees and others who are working on behalf of The City of Clarksville, who report, in good faith, violations of HIPAA policy requirements shall not be retaliated against. They may report any retaliation to their direct supervisor, or the HIPAA Compliance Officer. If reported to anyone other than the HIPAA Compliance Officer, it shall be referred to the HIPAA Compliance Officer. The HIPAA Compliance Officer shall determine who will investigate the matter.

1. It is the responsibility of the HIPAA Compliance Officer to determine the appropriate process to follow when aware of allegations of HIPAA policy violations by an employee. If it is determined that a violation which could result in disciplinary action has occurred, the HIPAA Compliance Officer will work with the appropriate supervisor, and Department Head, to determine the appropriate response.
2. One of the factors to consider when determining the appropriate response for HIPAA policy violations is the severity of the violation. The City of Clarksville has determined that there are four categories of violations.

Type I – these violations are inadvertent or accidental breaches of confidentiality that may or may not result in the actual disclosure of protected health information (for example, sending an email to an incorrect address).

Type II – these violations result from failure to follow existing policies/procedures governing security (for example, failure to obtain appropriate authorization to release information, failure to fulfill training requirements).

Type III – these violations include inappropriately accessing a patient/individual/plan participant's record without a job-related need to know (for example, accessing the record of a friend or co-worker out of curiosity without a legitimate need to know the information).

Type IV – these violations include accessing and using protected health information for personal gain or to harm another person.

3. In addition to the severity of the violation, factors such as the past record of the employee must be considered. As a result, the appropriate response must be determined on a case-by-case basis. For example, while an inadvertent violation might normally result in additional education, it could result in more serious action if it was part of a pattern of violations or other performance problems.

All violations must immediately be reported to The City of Clarksville's HIPAA Compliance Officer.

DOCUMENTATION REQUIREMENTS

Each instance of workforce disciplinary action regarding security of PHI is to be documented in a written or electronic record by the HIPAA Compliance Officer. The HIPAA Sanctions Log (Appendix E) will contain the following information:

- Name of employee
- Description of violation
- Level of breach or violation
- Location of breach or violation
- Date and time of breach or violation
- Disciplinary action taken

This documentation must be retained for six years from the date of its creation or the date when it was last in effect whichever is later.

FACSIMILE MACHINES:

Facsimile machines will be kept in secure areas where members of the workforce that do not require routine access to PHI do not have easy access.

SENDING FACSIMILES

Prior to sending the initial facsimile to an entity, the user will verify the facsimile phone number and will call the recipient before sending the facsimile to let them know it is about to be transmitted.

1. A cover letter should precede each facsimile transmission with the following information:
 - a. Date and time of transmission.
 - b. Sending facility's name, address, telephone number and facsimile number.
 - c. Name of person sending the facsimile.
 - d. Authorized receivers name.
 - e. Number of pages transmitted.
 - f. Confidentiality statement, with directions on disclosure and destruction.
2. If a facsimile does not reach its intended destination:
 - a. Note in a log.
 - b. Send a facsimile to that number explaining that the transmission information was misdirected and ask that the documents be returned by US mail.
 - c. Call intended recipient and verify facsimile information.
 - d. Notify HIPAA compliance officer.
3. Any facsimile containing protected health information (PHI) will be stored in a secured area where members of the workforce that do not require routine access to PHI will not have easy access.
4. Any facsimile document containing PHI will be shredded before it is discarded.

RECEIVING FACSIMILES

1. When receiving a facsimile transmission:
 - a. Remove documents promptly and deliver to intended recipient.
 - b. Follow instructions on cover page.
 - c. Notify sender of any transmission problems.
 - d. Notify the sender of any misdirected documents and either return by mail or destroy depending on the request of the sender.
2. Any facsimile document containing PHI will be shredded before it is discarded.

PHI USE AND DISCLOSURES:

PHI refers to all information (oral, paper-based documents, and electronic documents) that relates to an individual including but not limited to:

- Medical information
- Billing information
- Financial information
- Names and other identifying information such as:
 - Telephone numbers
 - Fax numbers
 - Electronic Mail addresses
 - Social security numbers
 - Medical record numbers
 - Birth date
 - Date of death
 - Health plan beneficiary numbers
 - Account numbers
 - Certificate/license numbers
 - Vehicle identifiers and serial number, including license plate numbers
 - Device identifiers and serial numbers
 - Full face photographic images and any comparable images
 - Any other unique identifying number characteristic, or code

MINIMUM NECESSARY

1. When using or disclosing protected health information, employees will take reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
2. The following are situations in which the Minimum Necessary provisions would **not** apply:
 - Uses or Disclosures that are required by law.

- Uses or Disclosures made to the individual.
- Uses or Disclosures made pursuant to an authorization.
- Disclosures to a health care provider for treatment purposes.
- Disclosures to the Secretary of Health and Human Services for enforcement purposes.
- Uses or Disclosures that are required for compliance with HIPAA requirements.

3. Before using or disclosing information consider two basic questions:

- a. How much information is needed to fulfill the purpose of this request?
- b. Are we about to provide information that is not necessary to fulfill the purpose of this request?

For example: When an insurance company requests documentation that the patient was treated for a broken arm, it is not necessary to provide information about the patient's treatment for high blood pressure.

SPECIFIED USE IN BUSINESS ASSOCIATE CONTRACT

Employees will only use PHI given by a covered entity (healthcare provider, health plan, or healthcare clearinghouse) in accordance with the specific use and purpose specified in the Business Associate Contract with the covered entity. The use and purpose should further be confined to purposes of treatment, payment, or healthcare operations for the covered entity or for uses and disclosures for which the covered entity has specific authorization from the individuals (to whom the PHI belongs) to do so.

DISCLOSURE FOR DECEASED INDIVIDUAL

Employees may use and disclose a deceased individual's PHI to family members and others who were involved in an individual's care, unless doing so is inconsistent with any prior expressed wishes or preferences of the deceased individual.

TO AVERT A SERIOUS THREAT TO HEALTH OR SAFETY

Employees may use and disclose PHI about individuals when necessary to prevent a serious threat to the individual's health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

LAWSUITS AND DISPUTES

PHI may be disclosed in response to a subpoena, discovery request, or other lawful order from a court.

AS REQUIRED BY LAW

Employees will disclose PHI about individuals when required to do so by federal, state or local law.

AS PERMITTED BY LAW

To the extent that the law permits employees to release information, employees may disclose PHI if asked to do so by a law enforcement official as part of law enforcement activities; in investigations of criminal conduct or of victims of crime; in response to court orders; in emergency circumstances.

SUBCONTRACTORS AND AGENTS:

A subcontractor or agent is considered to be a person or organization that creates, receives, maintains, or transmits PHI on behalf of the City of Clarksville. Subcontractors or agents can be but are not limited to the following:

- Claims processors
- Temp/Staffing Agencies
- Billing Companies
- Consultants
- Clearing houses
- Lawyers
- Accountants
- Collection Agencies
- Record Storage Facilities
- E-Prescribing Gateways

Subcontractors or agents who are involved in the use or disclosure of PHI while performing a function on behalf of the City of Clarksville are expected to adhere to the same standards for safeguarding PHI as the City of Clarksville. The City of Clarksville will assure that PHI is used and disclosed appropriately by:

1. Entering into Business Associate Contracts to protect the security, integrity and confidentiality of PHI.
2. Investigating when complaints or other credible evidence of violations by a subcontractor or agent are received.
3. Taking reasonable steps to correct a breach, notify the Covered Entity of the breach, and if necessary terminate the contract with a business associate after becoming aware of a material breach by a subcontractor or agent.
4. Subcontractors or agents are required to get written assurances from their subcontractors that the subcontractor will adhere to the same standards for safeguarding PHI as we do.
5. The City of Clarksville will obtain satisfactory assurances that the subcontractor or agent will appropriately safeguard any PHI entrusted to it.
6. The subcontractor or agent will sign an agreement stating that it will not use or disclose PHI in any manner that would not be permissible under the HIPAA Security Regulations.
7. The subcontractor or agent will get written assurances from its subcontractors that the subcontractor will not use or disclose protected health information in any manner which would not be permissible for the City of Clarksville under the HIPAA privacy regulations.
8. Existing business associate contracts must be updated to reflect the Omnibus changes in HIPAA law and signed by September 23, 2013, however, the City of Clarksville and our subcontractor or agents must continue to comply with the breach notification interim rules.

9. Subcontractor or agent will:
 - a. Not use or further disclose PHI other than as permitted under the contract or as required by law.
 - b. Use appropriate safeguards to prevent use or disclosure of PHI other than provided by the contract.
 - c. Report to the City of Clarksville's HIPAA Compliance Officer any violation of use or disclosure as stated in the contract.
 - d. Notify the City of Clarksville of any unauthorized acquisition, access, use, or disclosure of unsecured PHI they hold on our behalf, including the identity of each individual who is the subject of the unsecured PHI breach.
 - e. Ensure that any agents to whom the subcontractor or agent provides PHI agree to the same restrictions.
 - f. Provide a list of agents (along with their contact information) that have been granted access to PHI to the City of Clarksville's Security Officer.
 - g. Provide proof that its employees and agents have been trained in protecting health information.
10. All reported and/or discovered violations of the subcontractor and agent contract will be recorded and maintained in a file with the signed contract.

If the City of Clarksville becomes aware of a pattern or practice of the subcontractor or agent that constitutes a material breach or violation of the subcontractor's or agent's obligations under its contract, the organization will take action (discussions with the subcontractor or agent, sanctions, etc.) to cure the breach or to end the violation. If such steps are not successful the City of Clarksville will terminate the contract if feasible. If it is not feasible to terminate the contract the City of Clarksville will report the problem to the Covered Entity for which the PHI belongs.

WORKFORCE TERMINATIONS:

1. When an individual separates service from the City, both physical and electronic access to information will be denied.
2. New combinations to combination locks will be issued; if a new combination cannot be issued then the combination lock will be changed.
3. Security system access codes will be changed immediately.
4. Security will be notified that the individual separating service is no longer granted access under any conditions.
5. All office staff will be notified that the individual separating service is no longer granted access (keys, combinations, passwords, and etc.) under any conditions.
6. The individual separating service will be removed from all access lists.

7. The individual separating service will turn in their keys, tokens, or cards that allow access to their supervisor or the security officer as part of terms of receiving their final paycheck.
8. All user accounts of the individual separating service will be terminated.
9. Any partners or entities that have access to protected health information will be notified to deny the terminated individual access.

WORKFORCE TRAINING:

1. All current members of the workforce, who are likely to come into contact with protected health information, will be given a HIPAA awareness training and be trained in the policies and procedures with respect to protected health information.
2. New members of the workforce will receive HIPAA awareness training and training in the HIPAA policies and procedures within sixty (60) days of their hire date.
3. If there is a material change in the HIPAA privacy policies and procedures, all members of the workforce, whose duties are directly affected by the change, will be retrained within sixty (60) days.
4. Upon completion of training, members of the workforce will be required to sign the confidentiality agreement (Appendix F) certifying that he or she received the privacy training and will honor the HIPAA privacy policies and procedures.
5. All employees will do a refresher HIPAA Awareness training every year.

Future revisions to this policy can be made, and approved, by the Mayor, Human Resources Director, HIPAA Security Officer, and HIPAA Privacy Officer.

HIPAA Privacy Policy

Official Document

Approved by City Council: _____

Will Wyatt, Human Resources Director

City of Clarksville

Log of PHI Disclosures (for Individual's Protected Health Information Record)

Individual's Name: _____

Individual's Record Number: _____

PHI DISCLOSURES: (documents instances in which individual's PHI was used and/or disclosed)*

Initial Disclosure Information	Party to Whom PHI Was Disclosed	PHI Disclosure Details	Copy Fee
Date Request Received	Name of Party	PHI Disclosed	Amount Billed
Purpose of Disclosure	Address of Party		Date Billed
	Phone Number of Party		Amount Paid
		Date Disclosed	Amount Paid
		Disclosed By	Date Paid
Initial Disclosure Information	Party to Whom PHI Was Disclosed	PHI Disclosure Details	Copy Fee
Date Request Received	Name of Party	PHI Disclosed	Amount Billed
Purpose of Disclosure	Address of Party		Date Billed
	Phone Number of Party		Amount Paid
		Date Disclosed	Amount Paid
		Disclosed By	Date Paid
Initial Disclosure Information	Party to Whom PHI Was Disclosed	PHI Disclosure Details	Copy Fee
Date Request Received	Name of Party	PHI Disclosed	Amount Billed
Purpose of Disclosure	Address of Party		Date Billed
	Phone Number of Party		Amount Paid
		Date Disclosed	Amount Paid
		Disclosed By	Date Paid

Notes: *All uses and disclosures need to be tracked other than those **a)** for treatment, payment, and healthcare operations, **b)** to persons involved in the patient's care or for purposes of notifying or identifying persons involved in patient's care, **c)** for national security or intelligence purposes, **d)** to correctional institutions or law enforcement officials, **e)** made prior to the date of compliance with privacy standards (April 14, 2003), **f)** that are part of a limited data set (does not contain protected health information that directly identifies individuals) **g)** made to the individual or their personal representatives **h)** for directory purposes **i)** and for which a written authorization from the individual has been received

REQUESTS FOR ACCOUNTING OF PHI DISCLOSURES: (documents accounting requests when a copy of this disclosure log is provided to the individual)

Date of Request	Requested By (Individual's Name / Legal Representative)	Date Range Requested (Not longer than 6 years)	Date Information Provided (must be within 60 days of Date of Request)	Fulfilled By	Copy Fee (Free of charge in any 12 month period)

City of Clarksville
Individual Request for Accounting of Disclosures of Protected Health Information

Individual Name: _____ Individual ID #: _____

I hereby request City of Clarksville to provide me with an accounting of disclosures made of my protected health information during the following period:

Note: Period requested cannot be more than six years prior to the date on which this accounting is requested

Period Requested: _____

And mail them to me at the following address:

Address1: _____

Home Phone: _____

Address2: _____

Work Phone: _____

City/State/Zip: _____

I understand that this accounting will not reflect disclosures:

1. That are made to carry out treatment, payment and health care operations
2. Made to me or my personal representative
3. Made to persons involved in my care or for purposes of notifying or identifying persons involved in my care
4. For national security or intelligence purposes
5. To correctional institutions or law enforcement officials
6. Made prior to April 14, 2003
7. Made pursuant to an authorization
8. That are incidental to other permissible uses or disclosures
9. That are part of a limited data set (does not contain protected health information that directly identifies individuals)

And I understand that there may be a fee associated with the request which is:

First request in a 12 month period	Free
Subsequent requests	

Fee: _____

And I understand that:

Within 60 days, I will receive a response from City of Clarksville or a notification that an additional 30 days is required to process my request. If an extension is required, a reason for the delay will be given along with the date by which my request will be completed.

Signature of Individual or Legal Representative

Date

Printed Name of Individual's Representative (if applicable)

Relationship to Individual (if applicable)

Parent or guardian of unemancipated minor
Court appointed guardian
Executor or administrator of decedent's estate
Power of Attorney

Temporarily Suspended (if applicable):

FOR OFFICE USE ONLY

Under 45 CFR §164.528(a)(2), disclosure is temporarily suspended by a
(Check One) _____ health oversight agency or _____ law enforcement

Agency Name _____

Agency Phone _____

Agency Contact Name _____

Suspended Until Date _____

Date Request Received _____

Received By _____

Date Request Fulfilled _____

Fulfilled By _____

Extension Requested ____ Yes ____ No

Date Individual Notified in Writing of Extension _____

If Extension Requested, Give Reason _____

Appendix B

City of Clarksville
Log of PHI Disclosures (for Individual's Protected Health Information Record)

City of Clarksville

Notice of Incident Involving Disclosure of PHI (Protected Health Information)

Date: _____

To: _____,

City of Clarksville has become aware of the use/disclosure of PHI by members of our organization and/or affiliates that is not provided for by the terms of the Business Associate Contract entered into between both of our organizations. The nature of the use/disclosure of PHI outside of the bounds of the Business Associate Contract is described below:

City of Clarksville will take the following steps to mitigate any harmful affects resulting from the use/disclosure of PHI not provided for in the Business Associate Contract::

Sincerely,

Name / Title

Signature

Date

Appendix C

City of Clarksville
Risk Assessment for Breach of Unsecured Protected Health Information (PHI)

1. Description of Breach:

2. Date of Breach: _____

3. Date of Breach Discovery: _____

4. Was PHI actually acquired or viewed? ____Yes ____No

5. Types of PHI disclosed (i.e. name, social security number, date of birth, etc.):

6. Unauthorized Person(s) who used the PHI or to whom the PHI was disclosed

7. Steps taken to mitigate the losses, and to protect against further breaches:

Determination:

Need to notify person(s) whose PHI was breached? ____Yes ____No

If 'No' reasons for not notifying of breach: _____

City of Clarksville

HIPAA Sanctions Log

Each instance of workforce disciplinary action regarding the privacy and security of protected health information (PHI) is to be documented and reported to the HIPAA Compliance Officer.

Name of employee or Business Associate	Description of the violation	Level of breach or violation	Location of breach or violation	Date and time of breach or violation	Disciplinary action provided

City of Clarksville Confidentiality / Security Agreement

I have received Health Insurance Portability and Accountability Act (HIPAA) training and as such, I understand that while performing my official duties I may have access to protected health information. Protected Health Information (PHI) means individually identifiable health information that is transmitted or maintained in any form or medium. Protected health information is **NOT** open to the public. Special precautions are necessary to protect this type of information from unauthorized access, use, modification, disclosure, or destruction.

I agree to protect the following types of information:

All data elements described as protected health information (PHI) including but not limited to:

- Addresses
- Telephone numbers
- Fax numbers
- Electronic Mail addresses
- Social security numbers
- Medical record numbers
- Birth date
- Date of death
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial number, including license plate numbers
- Device identifiers and serial numbers
- Full face photographic images and any comparable images
- Client information (such as, disability insurance claimants, recipients of public social services, participants of state/federal programs, employers, etc.)
- Information about how automated systems are accessed and operate
- Any other proprietary information.
- Any other unique identifying number characteristic, or code

I agree to protect PHI by:

All of the following means including but not limited to:

- Accessing, using, or modifying confidential, sensitive, or PHI only for the purpose of performing my official duties
- Never attempting to access information by using a user identification code or password other than my own
- Never sharing passwords with anyone or storing passwords in a location accessible to unauthorized persons.
- Never exhibiting or divulging the contents of any record or report except to fulfill a work assignment.
- Never showing, discussing, or disclosing confidential, sensitive information, or PHI to or with anyone who does not have the legal authority or the "need to know"
- Storing confidential, sensitive information in a place physically secure from access by unauthorized persons.
- Never removing confidential, sensitive, or PHI from the work area without authorization.
- Disposing confidential, sensitive, or PHI by utilizing an approved method of destruction, which includes shredding, burning, or certified or witnessed destruction. Never disposing such information in the wastebaskets or recycle bins.
- Reporting any violation of confidentiality, privacy or security policies

Penalties

Unauthorized access, use, modification, disclosure, or destruction is strictly prohibited. The penalties for unauthorized access, use, modification, disclosure, or destruction may include disciplinary action up to and including termination of employment and/or criminal or civil action.

It is important to note that individually identifiable health information is protected under both HIPAA as well as the Social Security Act and improperly obtaining or disclosing individually identifiable health information is a criminal offense under the Social Security Act.

City of Clarksville reserves the right to monitor and record all network activity including e-mail, with or without notice, and therefore users should have no expectations of privacy in the use of these resources.

Disclaimers

Nothing in this document creates any express or implied contractual rights. All employees are employed on an at-will basis. Employees have the right to terminate their employment at any time, and City of Clarksville retains a similar right.

I certify that I have read, understood, and accept the Confidentiality Agreement above.

Full Name

Department

Signature

Date

RESOLUTION 30-2020-21

A RESOLUTION ADOPTING PERSONNEL POLICY 20-4 PERTAINING TO HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) SECURITY POLICY

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

That Personnel Policy 20-4, pertaining to Health Insurance Portability and Accountability Act (HIPAA) Security Policy, is hereby adopted.

ADOPTED:

PERSONNEL POLICY 20-4

SUBJECT: Health Insurance Portability and Accountability Act (HIPAA) Security Policy

PURPOSE: To establish policy, and guidelines, for HIPAA compliance within the City of Clarksville workforce.

APPLICABILITY: All Departments

REFERENCES: Federal HIPAA Security Rule and Law

POLICY STATEMENT: To give the City of Clarksville workforce standard information so that Federal HIPAA laws can be implemented.

UNIQUE USER IDENTIFICATION AND PASSWORD:

1. Any user or workforce member that requires access to any network, system, or application that accesses, transmits, receives, or stores ePHI, must be provided with a unique user identification string.
2. When requesting access to any network, system, or application that accesses, transmits, receives, or stores ePHI, a user or workforce member must supply his or her previously assigned unique user identification in conjunction with a secure password to gain access.
3. Each user's or workforce member's password must meet the following:
 - Passwords must be a minimum of eight characters in length.
 - Passwords must incorporate at least three of the following four: uppercase, lowercase, number or special character.
 - Passwords must not be words found in a dictionary.
 - Passwords must not include easily guessed information such as personal information, names, pets, birth dates, etc.
 - If a system does not support the minimum structure and complexity as detailed in the aforementioned guidelines, one of the following procedures must be implemented:
 - i. The password assigned must be adequately complex to ensure that it is not easily guessed and the complexity of the chosen alternative must be defined and documented.
 - ii. The legacy system must be upgraded to support the requirements as soon as administratively possible.
 - iii. All ePHI must be removed and relocated to a system that supports the foregoing security password structure.
 - Users or workforce members must not allow another user or workforce member to use their unique user identification or password.

- Users or workforce members must ensure that their user password is not documented, written, or otherwise exposed in an insecure manner.
4. Each user and workforce member must ensure that their assigned user identification is appropriately protected and only used for legitimate access to networks, systems, or applications. If a user or workforce member believes their user identification has been compromised, they must report that security incident to the Security Officer or their immediate supervisor.

EMERGENCY ACCESS

1. Retrieve critical system and data backups from offsite location.
2. Retrieve hardware stored off-site.
3. Restore system and data to hardware.

AUTOMATIC LOGOFF

1. Servers, workstations, or other computer systems containing ePHI repositories must employ inactivity timers or automatic logoff mechanisms. The aforementioned systems must terminate a user session after a maximum of 15 minutes of inactivity.
2. Servers, workstations, or other computer systems located in open, common, or otherwise unsecure areas that access, transmit, receive, or store ePHI must employ inactivity timers or automatic logoff mechanisms. (i.e., password protected screensaver that blacks out screen activity.) The aforementioned systems must terminate a user session after a maximum of 15 minutes of inactivity.
3. Applications and databases using ePHI must employ inactivity timers or automatic session logoff mechanisms. The aforementioned application sessions must automatically terminate after a maximum of 30 minutes of inactivity.
4. Servers, workstations, or other computer systems that access, transmit, receive, or store ePHI and are located in locked or secure environments need not implement inactivity timers or automatic logoff mechanisms.
5. If a system that otherwise would require the use of an inactivity timer or automatic logoff mechanism does not support an inactivity timer or automatic logoff mechanism, one of the following procedures must be implemented:
 - The system must be upgraded to support the required inactivity timer or automatic logoff mechanism.
 - The system must be moved into a secure environment.

- All ePHI must be removed and relocated to a system that supports the required inactivity timer or automatic logoff mechanism.
6. When leaving a server, workstation, or other computer system unattended, workforce members must lock or activate the systems automatic logoff mechanism (e.g. CTRL, ALT, DELETE and Lock Computer) or logout of all applications and database systems containing ePHI.

ENCRYPTION AND DECRYPTION OF EPHI MAINTAINED ON INTERNAL DATABASES

Encryption of ePHI as an access control mechanism is not required unless the custodian of said ePHI deems the data to be highly critical or sensitive. Encryption of ePHI may be required in some instances as a transmission control and integrity mechanism.

FIREWALL USE

1. Networks containing ePHI-based systems and applications must implement perimeter security and access control with a firewall.
2. Firewalls must be configured to support the following minimum requirements:
 - Limit network access to only authorized workforce members and entities.
 - Limit network access to only legitimate or established connections. An established connection is return traffic in response to an application request submitted from within the secure network.
 - Console and other management ports must be appropriately secured or disabled.
 - Implement mechanism to log failed access attempts.
 - Must be located in a physically secure environment.
3. The City must document its configuration of firewalls used to protect networks containing ePHI-based systems and applications. This documentation should include a configuration plan that outlines and explains the firewall rules.

REMOTE ACCESS

1. Dialup connections directly into secure networks are considered to be secure connections and do not require a VPN connection. This implementation of secure remote access extends the secure network to the remote user using a secure PSTN (Public Switched Telephone Network) connection.
2. Authentication and encryption mechanisms are required for all remote access sessions to networks containing ePHI via an ISP (internet service provider) or dialup connection. Examples of such mechanisms include VPN clients, authenticated SSL web sessions, and

secured Citrix client access.

3. The following security measures must be implemented for any remote access connection into a secure network containing EPHI:
 - Mechanisms to bypass authorized remote access mechanisms are strictly prohibited. For example, remote control software and applications such as PC Anywhere or GoToMyPC.com are not permitted.
 - Remote access systems must employ a mechanism to “clear out” cache and other session information upon termination of session.
 - Remote access workstations must employ a virus detection and protection mechanism.
 - Users of remote workstations must comply with HIPAA Security Policy - Workstation Use.
4. VPN split-tunneling is not permitted for connections originating from outside the City’s network.
5. All encryption mechanisms implemented to comply with this policy must support a minimum of, but not limited to, 128-bit encryption.

WIRELESS ACCESS

1. Wireless access to networks containing ePHI-based systems and applications is permitted so long as the following security measures have been implemented:
 - Encryption must be enabled. (See HIPAA Security Policy – Transmission Security)
 - MAC-based or User ID/Password authentication must be enabled. MAC-based (Media Access Control) authentication is based on a permitted list of hardware addresses that can access the wireless network. MAC addresses are hard coded on each network interface card and typically cannot be changed.
 - All console and other management interfaces have been appropriately secured or disabled.
2. Unmanaged, ad-hoc, or rogue wireless access points are not permitted on any secure network containing ePHI-based systems and applications.
3. All encryption mechanisms implemented to comply with this policy must support a minimum of, but not limited to, 128-bit encryption.

AUDIT CONTROL MECHANISMS:

1. The City must utilize a mechanism to log and store system activity for each system that contains or accesses ePHI.

2. Each system's audit log **must** include, but is not limited to, user ID, login date/time, and activity time. Audit logs **may** include system and application log-in reports, activity reports, exception reports or other mechanisms to document and manage system and application activity.
3. System audit logs must be reviewed at least once every 180 days.

AUDIT CONTROL AND REVIEW PLAN

1. The audit logs must be reviewed at least once every 180 days.
2. Any potential threats or incidents must be reported to the Security Officer
3. The Security Officer must investigate all reports of threats or incidents.

APPLICATIONS AND DATA CRITICALITY ANALYSIS:

1. The relative criticality of specific applications and data must be assessed for purposes of developing a Data Backup Plan, Disaster Recovery Plan and Emergency Mode Operation Plan.
2. The assessment of data and application criticality should be conducted periodically and at least annually to ensure that appropriate procedures are in place for data and applications at each level of risk.

DATA BACKUP PLAN

1. The City must create and maintain retrievable exact copies of all ePHI.
2. All files, records, images, voice or video files that may contain ePHI, must be backed up.
3. All media used for backing up ePHI must be stored in a physically secure environment, such as a secure, off-site storage facility or, if backup media remains on site, in a physically secure location, different from the location of the computer systems it backed up.
4. If an off-site storage facility or backup service is used, a written contract or Business Associate Agreement must be used to ensure that the Business Associate will safeguard the ePHI in an appropriate manner.
5. Data backup procedures must be tested on a periodic basis to ensure exact copies of ePHI can be retrieved and made available.

DISASTER RECOVERY PLAN

1. The City must restore or recover any loss of ePHI and the systems needed to make that ePHI available in a timely manner, to ensure that the City can recover from the loss of data due to an emergency or disaster such as fire, vandalism, terrorism, system failure, or natural disaster effecting systems containing ePHI.
2. The City must restore ePHI from data backups in the case of a disaster causing data loss, as follows:
 - a. Retrieve critical system and data backups from offsite location.
 - b. Retrieve hardware stored offsite.
 - c. Restore system data and critical application data to hardware.
3. The City will log system outages, failures, and data loss to critical systems.
4. The disaster recovery procedures outlined above must be tested on a periodic basis to ensure that ePHI and the systems needed to make ePHI available can be restored or recovered.

EMERGENCY MODE OPERATION PLAN

1. The City must establish and implement procedures to enable continuation of critical business processes for protection of the security of ePHI while operating in emergency mode.
2. Emergency mode operation procedures outlined in the Emergency Mode Operation Plan must be tested on a periodic basis to ensure that critical business processes can continue in a satisfactory manner while operating in emergency mode.

INITIAL EVALUATION:

The City's security policies and procedures initially should be evaluated to determine their compliance with the HIPAA Security Regulations. Once compliance with the HIPAA Security Regulations is established, the City's security policies and procedures should be evaluated on a periodic basis to assure continued viability in light of technological, environmental or operational changes that could affect the security of ePHI.

PERIODIC EVALUATION BY HIPAA SECURITY OFFICER

1. The HIPAA Security Officer will review on an on-going basis the viability of the City's security policies and procedures.
2. The HIPAA Security Officer will develop and implement any necessary security policy or procedure changes.

EVALUATION UPON OCCURRENCE OF CERTAIN EVENTS

In the event that one or more of the following events occur, the policy and procedure evaluation process will be immediately triggered:

- Changes in the HIPAA Security Regulations or Privacy Regulations
- New federal, state, or local laws or regulations affecting the privacy or security of protected health information (PHI)
- Changes in technology, environmental processes or business processes that may affect HIPAA security policies or procedures
- A serious security violation, breach, or other security incident occurs

FACILITY SECURITY PLAN:

To safeguard all facilities, systems, and equipment used to store electronic protected health information (ePHI) against unauthorized physical access, tampering, or theft; the City will implement the following:

1. Contingency Operations – allow physical facility access during emergencies to support restoration of data under the Disaster Recovery Plan.
 - a. A list containing the names and job titles that will have access to facilities during emergencies will be maintained by the Security Officer.
 - b. During emergencies only workforce members and business associates whose names appear on the list will be granted access to systems containing ePHI.
2. Access Control and Validation – Control and validate workforce members' access to facilities based on their role or function.
 - a. The Security Officer in conjunction with department supervisors will develop a list based on job function to determine who should have what level of access to systems containing ePHI.
 - b. This list will reside with the Security Officer and the department supervisors.
 - c. When a workforce member joins a department their physical access to ePHI will be granted based on their job function, as detailed on the access list.
 - d. When a workforce member leaves a department all access rights for that workforce member will be revoked.
3. Physical Access Records – log physical access to any facility containing ePHI-based systems. Examples of facilities requiring physical access records are computer and system rooms.
 - a. A log to track who entered facilities that house ePHI based systems will be maintained at each facility. The log will track the workforce member's name, identification number (if any) and the time and date they entered the facility.

Maintenance Records – document maintenance, repairs and modifications to the physical security components of the facility including locks, doors, and other physical access control hardware.

- b. The log to document repairs to physical security components will be maintained by the Physical Plant Operations Manager (or equivalent) and the Security Officer.
- c. The log will document the date and time of the repair, type of repair, and, who performed the repair.

WORKFORCE ACCESS CONTROLS

1. The City must control and validate workforce member access to all facilities used to house ePHI based systems.
 - a. Before entering facilities used to house ePHI based systems employees must sign into the access log or show proper organization or plan sponsor issued identification.
2. If the City utilizes employee identification badges the workforce members must wear their identification badges at all times while in facilities that contain systems that house ePHI.
3. Each facility must adopt appropriate access control mechanisms to control physical access to all facilities containing ePHI-based systems. Code locks, badge readers, and key locks are examples of physical access control mechanisms.
4. Workforce members seeking access to any network, system, or application that contains ePHI must satisfy a user authentication mechanism such as unique user identification and password, biometric input, or a user identification smart card to verify their authenticity.
5. Workforce members seeking access to any network, system, or application must not misrepresent themselves by using another person's user ID and password, smart card, or other authentication information.
6. Workforce members are not permitted to allow other persons or entities to use their unique user ID and password, smart card, or other authentication information.
7. A reasonable effort must be made to verify the identity of the receiving person or entity prior to transmitting ePHI.

VISITOR ACCESS CONTROLS

1. The City will control, validate, and document visitor access to any facility used to house ePHI based systems. Visitors include vendors, repair personnel, and other non-workforce

members.

2. All visitors who require access to facilities containing ePHI based systems must sign in and provide information regarding their identity and the purpose of their visit.
3. All visitors must be provided a temporary identification badge or be escorted to and from their destination.

ADEQUATE SEPARATION: FIREWALLS:

Included within the City are various support services including, without limitation, legal, accounting, audit, finance, tax, risk management, information systems management, maintenance, facilities, environmental health and safety. Individuals who perform such support services for both HIPAA health care components and non-covered functions shall not use protected health information that they obtain in the course of furnishing services for the HIPAA covered health care components to provide services to the non-covered functions. In addition, when using or disclosing Protected Health Information, the HIPAA covered health care components shall treat the non-covered functions as if they were legally separate entities.

The non-covered entity must:

1. Describe those employees or classes of employees or other persons under the control of the non-HIPAA covered entity to be given access to protected health information; all employees who receive information in the ordinary course of business must be included in the description.
2. Restrict the access to and use by such employees to administration functions that the non-HIPAA covered entity performs.
3. Provide an effective mechanism for resolving any issues of noncompliance by such employees, including disciplinary sanctions.

REPORTING AND RESPONDING TO HIPAA SECURITY INCIDENTS:

All incidents, threats, or violations that affect or may affect the confidentiality, integrity, or availability of electronic protected health information (ePHI) must be reported to your immediate supervisor and/or the Security Officer.

The IT department or IT vendor will investigate and propagate recommended updates or fixes to threatened or actual security incidents. The IT department or IT vendor must also notify the HIPAA Security Officer if a threat to ePHI exists.

Each supervisor must report security incidents to the HIPAA Security Officer. Incidents that should be reported include, but are not limited to:

- Virus, worm, or other malicious code attacks
- Network or system intrusions
- Persistent intrusion attempts from a particular entity
- Unauthorized access to ePHI, an ePHI based system, or an ePHI based network
- ePHI data loss due to disaster, failure, or error

The HIPAA Security and Privacy Officers must notify each other of security or privacy issues.

All correspondence with outside authorities such as local police, FBI, media, etc. must go through the Security Officer.

DOCUMENTATION OF SECURITY INCIDENTS

All HIPAA Security related incidents and their outcomes must be logged and documented by the Security Officer.

MITIGATION OF HARMFUL EFFECTS OF KNOWN SECURITY INCIDENTS

The harmful effects of known security incidents will be mitigated by notifying the Security Officer of a known incident so that appropriate action may be taken.

EPHI TRANSMISSIONS TO NON-ORGANIZATIONS:

To appropriately guard against unauthorized access to or modification of ePHI that is being transmitted from the City to an outside network, the following procedures outlined must be implemented.

1. All transmissions of ePHI from the City's network to an outside network must utilize an encryption mechanism between the sending and receiving entities or the file, document, or folder containing said ePHI must be encrypted before transmission.
2. Prior to transmitting ePHI from the City's network to an outside network the receiving person or entity must be authenticated. (see HIPAA Security Policy - Person or Identity Authentication)
3. All transmissions of ePHI from the City's network to an outside network should include only the minimum amount of ePHI.

EPHI TRANSMISSIONS USING ELECTRONIC REMOVABLE MEDIA

1. When transmitting ePHI via removable media, including but not limited to, floppy disks, CD ROM, memory cards, magnetic tape and removable hard drives, the sending party must:
 - Use an encryption mechanism to protect against unauthorized access or modification.
 - Authenticate the person or entity requesting said ePHI in accordance with HIPAA Security Policy - Person or Entity Authentication.
 - Send the minimum amount of said ePHI required by the receiving person or entity.
2. If using removable media for the purpose of system backups and disaster recovery and the aforementioned removable media is stored and transported in a secured environment, no additional security mechanisms are required.

EPHI TRANSMISSIONS USING EMAIL OR MESSAGING SYSTEMS

1. The transmission of ePHI from the City via an email or messaging system is permitted if the sender has ensured that the following conditions are met:
 - The recipient has been made fully aware of the risks associated with transmitting ePHI via email or messaging systems.
 - The recipient has formally authorized the City to utilize an email or messaging system to transmit ePHI to them.
 - The recipient's identity has been authenticated.
 - The email or message contains no excessive history or attachments.
2. The transmission of ePHI from the City to an outside entity via an email or messaging system is permitted if the sender has ensured that the following conditions are met:
 - The receiving entity has been authenticated.
 - The receiving entity is aware of the transmission and is ready to receive said transmission.
 - The sender and receiver are able to implement a compatible encryption mechanism.
 - All attachments containing ePHI are encrypted.
3. The transmission of ePHI within the City's network via an email or messaging system is permitted without additional security measures or safeguards so long as only a minimal amount of ePHI is being transmitted and the ePHI is not high risk, sensitive or critical. ePHI that is high risk, sensitive or critical should not be sent through clear text email; such ePHI should be sent via encrypted attachment or other secure measure. If an email or message includes an attachment that contains ePHI, the attachment must be encrypted or password protected before transmission.
4. Email accounts that are used to send or receive ePHI must not be forwarded to non-organization accounts.

EPHI TRANSMISSIONS USING WIRELESS LANS AND DEVICES

1. The transmission of ePHI over a wireless network within the City's network is permitted if the following conditions are met:
 - The local wireless network is utilizing an authentication mechanism to ensure that wireless devices connecting to the wireless network are authorized.
 - The local wireless network is utilizing an encryption mechanism for all transmissions over the aforementioned wireless network.
2. If transmitting ePHI over a wireless network that is not utilizing an authentication and encryption mechanism, the ePHI must be encrypted before transmission.

INITIAL GRANT OF EPHI ACCESS AND ONGOING SUPERVISION OF EPHI ACCESS:

1. Only workforce members with a need to access ePHI will be granted access to ePHI.
2. The workforce member's supervisor and/or the Security Officer will determine who will require access to ePHI to perform their job functions.
3. The workforce member's supervisor and/or the Security Officer will maintain documentation detailing each workforce member's role and responsibilities, why such workforce members require access to ePHI and the specific levels of ePHI access required by such workforce member.
4. All workforce members who work with ePHI must be supervised so that unauthorized access to EPHI is avoided

ACCESS UPON TRANSFER OF EMPLOYMENT WITHIN THE ORGANIZATION

If a workforce member transfers to another department or workgroup within the organization:

1. The workforce member's access to ePHI within his/her current unit must be terminated as of the date of transfer.
2. The workforce member's new supervisor or manager is responsible for requesting access to ePHI commensurate with the workforce member's new role and responsibilities.

ACCESS UPON TERMINATION OF EMPLOYMENT

The City must implement procedures to ensure that when a workforce member's employment terminates:

1. The workforce member's supervisor or manager ensures that all such workforce member's accounts to access ePHI are terminated.
2. The workforce member's supervisor or manager ensures that such workforce member's access to all facilities housing ePHI is terminated, including but not limited to card access, keys, codes, and other facility access control mechanisms. Codes for key punch systems, equipment access passwords (routers and switches), administrator passwords, and other common access control information should be changed when appropriate.
3. Access to ePHI is not extended to a workforce member beyond the termination date of such workforce member's employment unless one of the following two conditions have been met:
 - A Business Associate Contract is entered into with such workforce member.
 - The workforce member will be accessing ePHI as in accordance with a HIPAA compliant authorization.

SERVER SECURITY REQUIREMENTS:

1. All servers used to access, transmit, receive or store ePHI must be located in a physically secure environment.
2. The system administrator or root account must be password protected.
3. A user identification and password authentication mechanism must be implemented to control user access to the system.
4. A security patch and update procedure must be established and implemented to ensure that all relevant security patches and updates are promptly applied based on the severity of the vulnerability corrected.
5. Servers must be located on a secure network with firewall protection. If for any reason the server must be maintained on a network that is not secure, an intrusion detection system must be implemented on the server to detect changes in operating and file system integrity.
6. All unused or unnecessary services shall be disabled.

DESKTOP SYSTEM SECURITY REQUIREMENTS

1. Each desktop system used to access, transmit, receive or store ePHI must be located in a physically secure environment.
2. The system administrator or root account must be password protected.

3. A user identification and password authentication mechanism must be implemented to control user access to the system.
4. A security patch and update procedure must be established and implemented to ensure that all relevant security patches and updates are promptly applied based on the severity of the vulnerability corrected.
5. A virus detection system must be implemented including a procedure to ensure that the virus detection software is maintained and up to date.
6. All unused or unnecessary services must be disabled.
7. Desktop systems that are located in open, common, or otherwise unsecure areas must also implement the following measures:
 - An inactivity timer or automatic logoff mechanisms must be implemented.
 - The workstation screen or display must be situated in a manner that prohibits unauthorized viewing. The use of a screen guard or privacy screen is recommended.

MOBILE SYSTEMS SECURITY POLICY

1. All mobile systems used by workforce members to access, transmit, receive or store ePHI must be appropriately secured.
2. The system administrator or root account must be password protected.
3. A user identification and password authentication mechanism must be implemented to control user access to the system. All mobile devices and laptops must use a boot password to ensure that the system is only accessible to authorized users.
4. A security patch and update procedure must be established and implemented to ensure that all relevant security patches and updates are promptly applied based on the severity of the vulnerability corrected.
5. A virus detection system must be implemented including a procedure to ensure that the virus detection software is maintained and up-to-date.
6. All unused or unnecessary services must be disabled.
7. Mobile stations that are located or used in open, common, or otherwise unsecure areas must also implement the following measures:
 - A theft deterrent device (such as a laptop locking cable) must be utilized when the device is unattended.

- An inactivity timer or automatic logoff mechanism must be implemented.
 - Reasonable safeguards must be in place to prohibit unauthorized entities from viewing confidential information such as logins, passwords, or PHI.
8. Personal Digital Assistants (PDAs) and other handheld mobile devices must not be used for long-term storage of ePHI. ePHI stored on hand held mobile devices must be purged as soon as it is no longer needed on that device, with a storage time not to exceed 30 days.
 9. Each mobile system that is used to access, transmit, receive, or store ePHI must comply with as many of the aforementioned measures as is allowed by the system and operating system architecture.

PASSWORDS:

1. All systems will require a valid user ID and password.
2. Passwords will have the following characteristics:
 - a. Passwords will be at least eight characters long
 - b. All user-chosen passwords should have at least three of the following four: uppercase, lowercase, number or special character.
 - c. The use of control characters and non-printing characters is prohibited
3. It is recommended that all users change their passwords at least every 90 days.
4. In the event of a suspected or actual password breach those passwords are to be changed immediately.
5. After three unsuccessful attempts to enter a password, the involved user ID will be suspended until reset by the system administrator.
6. The display or printing of passwords will be masked so that unauthorized parties will not be able to observe or recover them.
7. Passwords will not be stored in written or readable form.
8. Upon termination all passwords for the employee will be immediately changed or deactivated.

ACCESS

1. Computer screens will be positioned in such a manner that only authorized users may see the information contained on the screen.

2. A notice, at system start-up, warning that only those with proper authority should access the system will be displayed initially before signing onto the system or a written notice with a warning that only those with proper authority should access the system will be displayed near the computer terminal.
3. Individuals who are not employees, contractors, consultants, or business partners will not be granted access to any systems.
4. Do not access or intercept files or data of others without permission. Do not use the password of others or access files under false identity.
5. Employees will logoff the system before going to lunch or taking breaks.
6. Employees will logoff the system before they end their shift for the day.
7. The room where the workstation is contained will be locked when not in use.
8. All removable media (e.g. CD-ROMs, backup tapes, diskettes, and etc.) containing protected health information will be stored in a locked cabinet to prevent unauthorized use.
9. All removable media (e.g. CD-ROMs, backup tapes, diskettes, etc.) containing protected health information that will no longer be used will be reformatted or destroyed preventing any protected health information from being seen by unauthorized individuals.
10. Printed versions (hardcopy) of protected health information will be shredded before it is discarded.
11. System access will be reviewed annually to remove identification codes and passwords of users who no longer require access.

REMOTE ACCESS

1. Remote access via modem should be through an approved security mechanism such as a dial back system, or only allowing modem connectivity from specified phone numbers.
2. After three unsuccessful attempts to enter a password, the involved user ID will be suspended until reset by the system administrator.

INTERNET

1. Use of the Internet via the City's network will be primarily for business or professional development.
2. Use of the Internet via the City's network is not permitted for personal use.

3. A firewall will be installed to protect against unauthorized intrusion.

E-MAIL (ELECTRONIC MAIL)

1. Prohibited use of the electronic mail system includes, but is not limited to:
 - a. Disclosure of a member's personal health information without appropriate authorization.
 - b. Transmission of information inside or outside of the City without a legitimate business need for the information.
 - c. Use for marketing purposes without explicit permission of the workforce member.
2. Sensitive subject matter (HIV, mental health, etc.) should not be sent over e-mail.
3. Workforce members will be instructed to put category of transaction in subject line of message for filtering: "claims question", "eligibility", "enrollment", "billing question".
4. Workforce members will be instructed to put their name and member identification number in the body of the message.
5. All messages will be printed, with replies and confirmation of receipt, and placed in member's record.
6. A message to inform the workforce member of completion of request will be sent.
7. The sharing of City e-mail accounts with family members is strictly prohibited.
8. Workforce members will double-check all "To:" fields prior to sending messages.
9. No less than weekly backups of mail onto long-term storage will be performed.
10. The use of distribution lists for distributing confidential information is strictly prohibited.
11. The subject line will contain a notation referring to the confidential or sensitive nature of the information.
12. Workforce member's authorization should be obtained before forwarding protected health information to an external third party not bound by a Business Associate Agreement with the City.

13. Workforce member's e-mail addresses will not be supplied to third parties for advertising or any other use.
14. When an e-mail account will not be monitored during a vacation or office closure, an auto reply should be sent notifying the sender that the intended recipient is away.
15. Upon termination of employment the e-mail account will be deactivated.

MONITORING OF WORKSTATION USE

Workforce members that use the City's information systems and workstation assets should have no expectation of privacy. To appropriately manage its information system assets and enforce appropriate security measures, the City may log, review, or monitor any data (ePHI and non-ePHI) stored or transmitted on its information system assets.

REMOVAL OF WORKFORCE MEMBERS PRIVILEGES

The City may remove or deactivate any workforce member's user privileges, including but not limited to, user access accounts and access to secured areas, when necessary to preserve the integrity, confidentiality and availability of its facilities, user services, and data.

REPORTING COMPLAINTS

Complaints or concerns about another's use of the organization's computer resources should be directed to the Security Officer or your immediate supervisor.

SECURITY REMINDERS:

1. The City will issue security updates to the workforce when changes to the HIPAA Security Rule or the City's HIPAA Security policies and procedures occur.
2. The City will issue warnings to the workforce of potential, discovered or reported threats, breaches, vulnerabilities or other HIPAA security incidents.
3. The City will issue security reminders to the workforce at least once every 12 months.

PROTECTION FROM MALICIOUS SOFTWARE

The City will implement hardware and software to guard against, detect and report to the appropriate persons new and potential threats from malicious code such as viruses, worms, denial of service attacks, or any other computer program or code designed to interfere with the normal operation of a system or its contents and procedures.

1. The City will train its workforce to identify and protect against malicious code and software.
2. Workforce members must notify the HIPAA Security Officer if a virus, worm or other malicious code has been identified and is a potential threat to other systems or networks.
3. The Security Officer is responsible for ensuring that any system that has been infected by a virus, worm or other malicious code is immediately cleaned and properly secured or isolated from the rest of the network.
4. A virus detection system must be implemented on all workstations including a procedure to ensure that the virus detection software is maintained and up to date.

LOG-IN MONITORING

1. The City must implement software to log and document failed login attempts on each system containing ePHI.
2. The organization must review such login activity reports and logs on a periodic basis. The interval of the login activity review must not exceed, but may be less than, 180 days.
3. All failed login attempts of a suspicious nature, such as continuous attempts, must be reported immediately to the HIPAA Security Officer.

PASSWORD MANAGEMENT

To ensure that passwords created and used by the City's workforce to access any network, system, or application used to access, transmit, receive, or store ePHI are properly safeguarded and to ensure that the workforce is made aware of all password related policies, the following minimum procedures must be followed:

1. All workforce members that access networks, systems, or applications used to access, transmit, receive, or store ePHI must be supplied with a unique user identification and password to access the aforementioned ePHI.
2. All workforce members must supply a password in conjunction with their unique user identification to gain access to any application or database system used to create, transmit, receive, or store ePHI.
3. A generic user identification and password may be utilized for access to shared or common area workstations so long as the login provides no access to ePHI. An additional unique user identification and password must be supplied to access applications and database systems containing ePHI.

4. All passwords used to gain access to any network, system, or application used to access, transmit, receive, or store ePHI must be of sufficient complexity to ensure that it is not easily guessable.
5. Managers of networks, systems, or applications used to access, transmit, receive, or store ePHI, must ensure that passwords set by workforce members meet the minimum level of complexity.
6. Managers of networks, systems, or applications used to access, transmit, receive, or store ePHI are responsible for making workforce members aware of all password-related policies and procedures, and any changes to those policies and procedures.
7. Password aging times may be implemented in a manner commensurate with the criticality and sensitivity of the ePHI contained within each network, system, application or database, but are not required.
8. Workforce members are responsible for the proper use and protection of their passwords and must adhere to the following guidelines:
 - Passwords are only to be used for legitimate access to networks, systems, or applications.
 - Passwords must not be disclosed to other workforce members or individuals.
 - Workforce members must not allow other workforce members or individuals to use their password.
 - Passwords must not be written down, posted, or exposed in an unsecure manner such as on a notepad or posted on the workstation.

SECURITY TRAINING PROGRAM

1. The City is responsible for ensuring that its workforce members who have access to ePHI, have the appropriate level of HIPAA Security training so that all workforce members who access, receive, transmit or otherwise use ePHI or who set up, manage or maintain systems and workstations that access, receive, transmit, or store ePHI are familiar with the City's HIPAA Security policies and procedures and their responsibilities regarding such policies and procedures. Appropriate training must consist of, but is not limited to, the following requirements:
 - HIPAA Security Policies
 - HIPAA Business Associate Policy
 - HIPAA Sanction Policy
 - Confidentiality, Integrity and Availability
 - Individual Security Responsibilities
 - Common Security Threats and Vulnerabilities

2. The City is responsible for ensuring all information technology staff members and all workforce members who are responsible for the setup, installation or management of computer systems and networks containing ePHI have the appropriate level of HIPAA Security training. HIPAA Security training for these workforce members must consist of, but is not limited to, the following requirements:
 - HIPAA Security Policies
 - HIPAA Business Associate Policy
 - HIPAA Sanction Policy
 - Confidentiality, Integrity and Availability
 - Individual Security Responsibilities
 - Common Security Threats and Vulnerabilities
 - Password Structure and Management Procedures
 - Server, desktop computer, and mobile computer system security procedures, including security patch and update procedures and virus and malicious code procedures
 - Device and media control procedures
 - Incident response and reporting procedures
3. The City must ensure that the appropriate information technology staff members are aware of and trained to comply with the following HIPAA Security plans and procedures:
 - Log-in monitoring procedures
 - Audit Control and Review Plan
 - Data Backup Plan
 - Disaster Recovery Plan
4. The City must maintain formal documentation of the current level of HIPAA training for each of its workforce members.

Future revisions to this policy can be made, and approved, by the Mayor, Human Resources Director, HIPAA Privacy Officer, and HIPAA Security Officer.

Official Document

Approved by City Council: _____

Will Wyatt, Human Resources Director

RESOLUTION 32-2020-21

A RESOLUTION ADOPTING PERSONNEL POLICY 20-6 PERTAINING TO EQUAL EMPLOYMENT OPPORTUNITY

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

That Personnel Policy 20-6, pertaining to Equal Employment Opportunity, is hereby adopted.

ADOPTED:

Personnel Policy 20-6
EQUAL EMPLOYMENT OPPORTUNITY POLICY

SUBJECT: Equal Employment Opportunity

PURPOSE: The City of Clarksville is an equal opportunity employer. In accordance with anti-discrimination laws, it is the purpose of this policy to effectuate these principles and mandates.

APPLICABILITY: This policy applies to all individuals employed by or seeking to obtain employment with the City of Clarksville.

POLICY STATEMENT: As an equal opportunity employer, the City of Clarksville complies with all applicable laws, rules and regulations preventing discrimination against job applicants based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, status as a veteran or special disabled veteran, or status in any other group protected by law.

POLICY:

It is the policy of the City of Clarksville to provide equal employment opportunities to all individuals regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, status as a veteran or special disabled veteran, or status in any other group protected by law. This policy extends to all terms and conditions of employment, including but not limited to hiring, placement, promotion, retention, termination, layoff, recall, transfer, leaves of absence, compensation and training. However, we will not employ a person who is or becomes an unauthorized alien. Upon hire, all new employees must provide suitable identification and complete the Form I-9, Employment Eligibility Verification Form.

It is the policy of the City of Clarksville to maintain a respectful work and public service environment. the City of Clarksville prohibits and will not tolerate any form of unlawful harassment by or toward any employee or official on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, status as a veteran or special disabled veteran, or status in any other group protected by law. Any employee or official who engages in such behavior is subject to disciplinary action, up to and including termination of employment.

Employees or applicants with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of the immediate supervisor or department head. Employees can raise concerns and make complaints without fear of reprisal and with the assurance of protection from harassment or retaliation. Anyone found to be engaging in discrimination or harassment in violation of county policy will

be subject to disciplinary action, up to and including termination of employment. A finding of a violation of county policy does not, however, amount to a finding of unlawful discrimination or harassment; in order to further its objective of equal employment opportunities the county may, but shall not be required to, interpret its policy more broadly than federal or state law mandates.

EFFECTIVE DATE: _____, 2020

FREQUENCY OF REVIEW AND UPDATE: This policy will be reviewed at least annually.

DATE OF APPROVAL BY CITY COUNCIL:

WILL WYATT, HUMAN RESOURCES DIRECTOR

RESOLUTION 33-2020-21

A RESOLUTION ADOPTING PERSONNEL POLICY 20-8 PERTAINING TO ABUSIVE CONDUCT PREVENTION

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

That Personnel Policy 20-8, pertaining to Abusive Conduct Prevention, is hereby adopted.

ADOPTED:

Personnel Policy 20-8
ABUSIVE CONDUCT PREVENTION POLICY

SUBJECT: Abusive Conduct Prevention

PURPOSE: To establish a policy with regard to abusive conduct in the workplace.

APPLICABILITY: This policy applies to all full-time and part-time employees of the City of Clarksville including interns. It does not apply to independent contractors. This policy applies to any sponsored program, event or activity including, but not limited to, sponsored recreation programs and activities; and the performance by officers and employees of their employment related duties. The policy includes electronic communications by any employee.

REFERENCE: Tennessee Healthy Workplace Act, Tenn. Code Ann. § 50-1-501, et seq.

POLICY STATEMENT: The purpose of this policy is to provide all City of Clarksville employees with a healthy workplace free from abusive conduct or culture.

POLICY:

A. Statement of Commitment, Values, and Purpose

The City of Clarksville is firmly committed to a workplace free from abusive conduct as defined herein. We strive to provide high quality products and services in an atmosphere of respect, collaboration, openness, safety and equality. All employees have the right to be treated with dignity and respect. Employees are expected to exhibit proper behavior and conduct themselves in a manner that demonstrates professionalism and respect for others in the workplace. No employee shall engage in threatening, violent, intimidating or other abusive conduct or behaviors.

All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Employees who file complaints will not suffer negative consequences for reporting others for inappropriate behavior.

B. Definition of Abusive Conduct

Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;

- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does not include:

- Disciplinary procedures in accordance with adopted policies of the City of Clarksville.
- Routine coaching and counseling, including feedback about and correction of work performance.
- Reasonable work assignments, including shift, post, and overtime assignments.
- Individual differences in styles of personal expression.
- Passionate, loud expression with no intent to harm others.
- Differences of opinion on work-related concerns.
- The non-abusive exercise of managerial prerogative.

C. City Leadership Responsibility

Supervisors and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Supervisors will:

- Report known incidents involving workplace abuse, intimidation or violence to their Department Head and the Human Resources Department within 2 (two) business days.
- Take reasonable steps to protect the grievant, including but not limited to, separation of the employees involved. These reasonable steps should be taken in such a way to minimize negative impacts on all employees involved.
- Provide a working environment as safe as possible by having preventative measures in place and by dealing promptly with threatening or potentially violent situations.
- Provide good examples by treating all with courtesy and respect.
- Ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;

- Be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- Respond promptly, sensitively and confidentially to all situations where abusive behavior is observed or alleged to have occurred.
- Inform any employees exhibiting continuing emotional or physical effects from the incident in question of established employee assistance programs or other available resources.
- When abusive conduct is confirmed, City leadership will continue to keep the situation under review and may take additional corrective actions if necessary. Preventative measures may also be taken to reduce the recurrence of similar behavior or action.

D. Employee Responsibility (including witnesses)

Employees shall treat all other employees with dignity and respect. No employee shall engage in threatening, violent, intimidating or other abusive conduct or behaviors. Employees are expected to assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.

Employees should cooperate with preventative measures introduced by supervisors and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

E. Retaliation

Retaliation is a violation of this policy. Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy. Retaliation does not include disciplinary procedures in accordance with adopted policies of the City of Clarksville or routine coaching and counseling.

F. Training for Supervisors and Employees

All supervisors and employees are encouraged to undergo training on abusive conduct prevention conduct as directed by the City of Clarksville. Training should identify factors that contribute to a respectful workplace, familiarize participants with responsibilities under this policy, and provide steps to address an abusive conduct incident.

G. Complaint Process: Reporting

Employees: Any employee who feels he or she has been subjected to abusive conduct is encouraged to report the matter orally or in writing to a supervisor including his or her supervisor, manager, appointing authority, department head, elected official, or to the human resources office.

Employees should not feel obligated to report their complaints to their immediate supervisor first before bringing the matter to the attention of one of the representatives identified above.

Any employee seeking to file a complaint should ensure the complaint consists of precise details of each incident of abusive conduct including dates, times, locations and any witnesses. Formal complaints should be documented in writing, but are not required to be in writing.

Witnesses: An employee who witnesses or is made aware of behavior that may satisfy the definition of abusive conduct (as defined herein) should report any and all incidents as set forth herein.

Supervisors: Supervisors must timely report known incidents involving workplace abuse, intimidation, or violence to the Human Resources Department. Supervisors and appointing authorities are required to take reasonable steps to protect the complainant, including, but not limited to, separation of employees involved. These reasonable steps should be taken in such a way to minimize negative impacts on all employees involved.

The person complained against will be notified that an allegation has been made against him or her and informed of the investigative procedure.

H. Investigation

Investigations of abusive conduct shall be conducted as soon as practicable. The objective of the investigation is to ascertain whether the behaviors complained of occurred, and therefore will include interviewing the complainant, accused, and witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the Director of Human Resources for further action. All affected parties will be informed of the investigation's outcome.

I. Corrective Action

In the event of a finding of abusive conduct, the employer will take timely and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies of the City of Clarksville.

Any employee who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include but is not limited to participation in counseling, training, and disciplinary action up to and including termination, or changes in job duties or location.

Supervisory personnel who allow abusive conduct to continue or fail to take appropriate action upon learning of such conduct will be subject to corrective action. Such corrective action may include but is not limited to participation in counseling, training, or disciplinary action up to and including termination, or changes in job duties or location.

While the City of Clarksville encourages all employees to raise any concern(s) under this policy and procedure, the City of Clarksville recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals found to be explicitly falsely accusing another of violations of this policy will be disciplined in accordance with the disciplinary policy of the City of Clarksville.

EFFECTIVE DATE:

FREQUENCY OF REVIEW AND UPDATE: This policy is to be reviewed every two (2) years.

DATE OF APPROVAL BY CITY COUNCIL:

WILL WYATT, HUMAN RESOURCES DIRECTOR

ORDINANCE 42-2020-21

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF CLARKSVILLE, TENNESSEE, RELATIVE TO VALET PARKING

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

That the Official Code of the City of Clarksville, Tennessee, Title 5, “Business, Professions, and Occupations,” is hereby amended by adding the following new Section 15.

TITLE 5 – BUSINESS, PROFESSIONS, AND OCCUPATIONS

CHAPTER 15 - VALET PARKING

Sec. 5-1501 - On-Street Valet Parking Services Permits, Terms

- (a) The Clarksville Parking Commission may issue valet parking permits for businesses citywide to reserve on-street parking space(s) and/or City of Clarksville Parking Lots for the purpose of providing valet parking services to their customers.
- (b) The application for a valet parking permit shall contain the name, address, and telephone number of the owner of the business for which the valet services will be provided; the name, address, and telephone number of a point of contact during which time the valet services will be provided; the name, address, and phone number of the valet service provider; the address of the off-street parking lot or garage where vehicles will be parked; and the street address and parking meter number(s) for each space requested and the date(s) the space(s) are needed.
- (c) Valet parking service stands shall be located on the property of businesses. When private space is not available, the valet stands and personnel shall be positioned to keep clear a minimum of five-foot (5') pedestrian passage on a city sidewalk or right-of-way.
- (d) In order to compensate for the review process and marking of valet parking zones, applicants for a valet parking permit shall pay a processing fee of fifty dollars (\$50.00).
- (e) Upon approval of an application for a valet parking permit, the applicant shall remit a fee in an amount to be determined by the Clarksville Parking Commission and / or the Department of Finance and Revenue, according to the following guidelines:
 - (1) Regardless of the time of day in which the spaces will be used, the permittee shall pay a minimum fixed fee of three dollars (\$3.00) per day to be assessed for each valet parking and/or loading space used.
 - (2) During the times and days of valet operation, when otherwise the spaces are unavailable to the general public, the permittee shall pay a fee equivalent to standard meter fees that would be assessed to the general public to lawfully pay the meter during those times.

- (3) For all permittees, regardless of the amount of time the parking spaces are unavailable to the general public, the maximum fee shall be fifteen dollars (\$15.00) per day.
- (4) Redevelopment and new construction projects may request a waiver of fees for up to one (1) year. Requests for waivers may only occur at the time of the valet parking permit application and will be considered at the sole discretion of the Clarksville Parking Commission and / or Department of Finance and Revenue.
- (f) The Clarksville Parking Commission may, at its discretion, limit the number of spaces and duration of the permit. The Clarksville Parking Commission shall not issue any valet parking permit if, as determined by the Clarksville Parking Commission, the use of such requested parking space(s) would interfere with any work in the right-of-way or with any event to be held in the right-of-way.
- (g) Upon approval of a permit, the Clarksville Parking Commission shall designate the parking spaces to be used by placing a bag over any meter(s) or signing and using pavement markings to define the space(s) reserved by the permit.

Sec. 5-1502 - Privileges and Restrictions on Valet Parking Permits

A permittee shall be permitted to temporarily stand or park a motor vehicle in the designated space(s) during such times as authorized by the permit. Valet parking operators may only park cars in on-street metered parking spaces for which the permittee has a permit and may only park in legal off-street sites listed on the permit. Any use of the designated parking space(s) by a person other than the permittee shall constitute a violation of this Chapter. The valet must be staffed sufficiently to prevent queuing traffic, and valeted vehicles must be moved to off-street lots or garages. A copy of the valid permit must be on hand at the valet station during operation.

Sec. 5-1503. - Revocation and Suspension of Valet Parking Permit.

- a) The Clarksville Parking Commission may suspend or revoke the valet parking permit of any permittee for any reason in the interest of the public health, welfare, or safety. Upon written notification of such suspension or revocation, the permittee shall surrender such permit to the Clarksville Parking Commission and / or Department of Finance and Revenue. Failure to surrender a revoked valet parking permit shall constitute a violation of this Code.
- b) At any time, the Clarksville Parking Commission determines that the continued use of any such valet parking permit may constitute a danger to public health, welfare, or safety, the Clarksville Parking Commission shall suspend further use of such permit until such time as the Clarksville Parking Commission determines that further use of such permit shall no longer constitute a danger to public health, welfare, or safety.
- c) The use of a revoked or suspended valet parking permit shall constitute a violation of this Chapter.
- d) Nothing in this Chapter is intended to establish any legal right to provide a valet parking service or any legal property interest in a valet parking permit.

Sec. 5-1504 - Insurance Requirements

No valet parking permit shall be issued pursuant to this section unless there is in full force and effect a general liability insurance policy covering the valet parking operator in the minimum amounts of one million dollars (\$1,000,000.00). Such liability insurance policy shall be with an insurance company authorized to do business in Tennessee and approved by the City of Clarksville Risk Manager. The liability insurance policies required in this section shall name the City of Clarksville as an additional insured.

FIRST READING:

SECOND READING:

EFFECTIVE DATE: