

CALL TO ORDER

CITIZENS TO ADDRESS THE COMMISSION

PUBLIC HEARING REGARDING ZONING

No Zoning Cases

RESOLUTIONS

- 13-8-1:** Resolution of the Montgomery County Board of Commissioners to Amend Animal Control Regulations (**Deferred from August**)
- 13-8-6:** Resolution to Adopt Regulatory Powers Pursuant to Tennessee Code Annotated § 5-1-118(c)(1) (**Deferred from August**)
- 13-9-1:** Resolution Amending the Budget of the Montgomery County Veterans Service Organization
- 13-9-2:** Resolution Approving an Amendment to the Charter and Bylaws of the Clarksville-Montgomery County Community Health Foundation, Inc.
- 13-9-3:** Resolution to Execute a Lease Agreement with Oakhill Estates, a Tennessee General Partnership for the Operation of a Life Flight System
- 13-9-4:** Resolution Requesting the State Legislature to Adopt a Private Act Permitting the Clarksville Department of Electricity to Operate Fiber Optic Facilities in Montgomery County, Tennessee
- 13-9-5:** Resolution to Amend the 2009 Edition of the International Building Code and 2009 Edition of the International Residential Code to Include New Span Guidelines for Southern Pine Products as Set out by the American Wood Council
- 13-9-6:** Resolution of the Montgomery County Board of Commissioners Authorizing Funds for the Replacement of the HVAC at the Veterans Plaza Public Library

REPORTS

1. Loretta Bryant, Nominating Committee Nominations
2. Carolyn Bowers, County Mayor Nominations and Appointments

REPORTS FILED

1. Minutes from August 12, 2013

ANNOUNCEMENTS

1. Reminder: The TCCA Annual Meeting will be held at Paris Landing on September 17. The van will be leaving the parking lot across from the Courthouse no later than 4:45. If you have not contacted Debbie Gentry and would like to go, please let her know.
2. Please take notice that a motion to amend Resolution 13-4-2 "*Resolution to Acquire Certain Real Estate Adjoining South Guthrie Community Center*" will be made at the Formal Commission meeting on Monday, September 9. (Austin will address)

ADJOURN

**RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS TO AMEND
ANIMAL CONTROL REGULATIONS**

WHEREAS, Montgomery County Animal Control Regulations were passed by the Montgomery County Board of Commissioners on March 14, 2005 pursuant to TCA § 6-2-201 (22) (23) and TCA § 5-1-118, 120 and Resolution 05-3-6; and

WHEREAS, the Animal Control and Adoption Committee recommends that the current *Montgomery County Animal Control Regulations* which were adopted March 14, 2005 and incorporate the amendments adopted September 10, 2007, March 9, 2009, March 8, 2010, and June 11, 2012, a copy of which is attached hereto, be amended on page 5 under the heading **Caring for Animals, (a)** to add: *In temperatures in excess of 75 degrees where direct sunlight is present animals must be afforded proper shaded areas.*

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 12th day of August, 2013, that this amendment to the *Montgomery County Animal Control Regulations* is hereby adopted.

Duly passed and approved this 12th day of August, 2013.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____
County Clerk

MONTGOMERY COUNTY
ANIMAL CONTROL REGULATIONS (05-3-6)

1. The purpose of these Regulations are to promote the public health, safety and general welfare for the citizens of Montgomery County, Tennessee in its unincorporated areas and to ensure the humane treatment of animals by regulating the care and control of animals within Montgomery County, Tennessee in its unincorporated areas.

2. When used in these Regulations, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this section except where the context clearly indicates a different meaning:

Definitions:

(a) *Animal* means any live creature, both domestic and wild, except humans. “Animal” includes fowl, fish and reptiles.

(b) *Animal control officer* means an employee or agent of the County, designated by the County Mayor to administer and enforce the licensing, inspection and enforcement requirements contained within these Regulations.

(c) *Animal hospital* means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of animal diseases and injuries.

(d) *Animal nuisance* means any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

(e) *Animal shelter* means any facility operated by the County or humane society for the temporary care, confinement and detention of animals and for the humane killing and other disposition of animals. The term shall also include any private facility authorized by the County Mayor or his/her designee to impound, confine, detain, care for or destroy any animal.

(f) *At heel* means a dog is directly behind or next to a person and obedient to that person’s command.

(g) *At large* means that an animal is off the premises of the owner, and not on a leash or otherwise under the immediate control of a person physically capable of restraining the animal.

(h) *Cruelty* means any act or omission whereby unjustifiable physical pain, suffering or death of an animal is caused or permitted, including failure to provide proper drink, air, space, shelter or protection from the elements, a sanitary and safe living environment, veterinary care or nutritious food in sufficient quantity. In the case of activities where physical pain is necessarily caused, such as medical and scientific research, food processing, customary and normal veterinary and agricultural husbandry practices, pest elimination, and animal training and hunting, “cruelty” shall mean a failure to employ the most humane method reasonably available.

(i) *Disposition* means adoption, quarantine, voluntary or involuntary custodianship or placement, or euthanasia humanely administered to an animal. “Disposition” includes placement or sale of an animal to the general public, or removal of an animal from any pet shop to any other location.

(j) *Domestic animal* includes dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and rabbits, pheasants, and other birds and animals raised and/or maintained in confinement.

(k) *Enclosures* for dogs and puppies shall be a fence or structure of sufficient height and construction to prevent the animal from leaving the owner’s property. The fence or structure must be in good repair and fit to ground level or a fabricated structure that prevents the animal from digging out. Gates and doors must fit properly and must be locked or secured by a latch that prevents the animal from opening the gate or door. The enclosure must contain adequate shelter from the weather.

(i) Property enclosed by a buried wire which produces a signal received by a device attached to a collar worn by the dog or puppy which prevents the animal from leaving the property of the owner will be considered a proper enclosure, provided the device and signal are working and the animal does not leave the property unrestrained. The enclosure must contain adequate shelter from the weather. This type of enclosure is not acceptable for a female in heat. An unrestrained dog(s) that attacks a dog restrained by this method may be charged with being a POTENTIALLY and/or DANGEROUS DOG as defined by this resolution.

(ii) Enclosures for POTENTIALLY AND DANGEROUS DOGS shall be a secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least 6 feet in width, 10 feet in length, and 6 feet in height, capped if there is a dog house inside or if dog can climb fence, with secure sides, which provides proper protection from the elements for the dog, is suitable to prevent the entry of young children, and is designed to prevent the animal from escaping while on the owner's property. A “**DANGEROUS DOG**” sign prescribed by Montgomery County Animal Control must be posted at the entry to the property.

(l) *Exotic animal* means any live monkey, alligator, crocodile, cayman, raccoon, skunk, fox, bear, sea mammal, poisonous snake, member of the feline species other than domestic cat (*felis domesticus*), member of the canine species other than domestic dog (*canis familiaris*) or any other animal that would require a standard of care and control greater than that required for customary household pets sold by commercial pet shops or domestic farm animals.

(m) *Guard or attack dog* means a dog trained to attack on command or to protect persons or property, and who will cease to attack upon command.

(n) *Impoundment* means the taking into custody of an animal by any police officer, animal control officer, or any authorized representative thereof.

(o) *Kennel* means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for fee, or selling dogs or cats.

(p) *Muzzle* means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

(q) *Owner* means any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to, any animal covered by these Regulations. An animal shall be deemed to be harbored if it is fed or sheltered for three (3) or more consecutive days.

(r) *Public nuisance animal* means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term “public nuisance animal” shall include, but not be limited to:

(i) Any animal that is repeatedly found running at large;

(ii) Any dog or cat in any section of a park or public recreation area unless the dog or cat is controlled by a leash or similar physical restraint or otherwise under the owner’s control;

(iii) Any animal that damages, soils, defiles or defecates on any property other than that of its owner;

(iv) Any animal that makes disturbing noises, including but not limited to, continued and repeated howling, barking, whining, or other utterances causing unreasonable annoyance, disturbance, or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;

(v) Any animal in heat that is not confined so as to prevent attraction or contact with other animals;

(vi) Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;

(vii) Any animal that chases motor vehicles in a public right-of-way;

(viii) Any animal that attacks domestic animals;

(ix) Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;

(x) Any animal that is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

(s) *Restraint* for all domesticated animals shall mean on the premises of the owner, or if off the premises of the owner, under restraint by means of a lead or leash and under the control of a responsible person.

(i) Any tethering system employed shall not allow the dog or puppy to leave the owners property.

(ii) No chain or tether shall weigh more than 1/8 of the dog or puppy's body weight.

(iii) Any chain or tether shall be at least twenty (20) feet in length.

(iv) Any chain or tether must be attached to a properly fitting collar or harness worn by the animal.

(v) Or under an effective, responsive voice command

(t) *Sanitary* means a condition of good order and cleanliness to minimize the possibility of disease transmission.

(u) *Under restraint* means that an animal is secured by a leash, lead under the control of a person physically capable of restraining the animal and obedient to that person's commands, or securely enclosed within the real property limits of the owner's premises.

(v) *Vicious or dangerous animal* means any animal that attacks, bites, or physically injures human beings, domestic animals, or livestock without adequate provocation, or which, because of temperament or training, has a known propensity to attack, bite, or physically injure human beings, domestic animals, or livestock. Any wild animal or any animal that without provocation has bitten or attacked a human being or other animal shall be *prima facie* presumed vicious or dangerous.

(w) *Wild animal* means any live monkey, nonhuman primate, raccoon, skunk, fox, leopard, panther, tiger, lion, lynx or any other warm-blooded animal that can normally be found in the wild state. The term "wild animal" does not include: domestic dogs (excluding hybrids with wolves, coyotes or jackals), domestic cats (excluding hybrids with ocelots or margays), farm animals, rodents, and any hybrid animal that is part wild and captive-bred species of common cage birds.

Nuisances:

It shall be unlawful for any person to keep any animal on any property located within the unincorporated areas of Montgomery County, Tennessee when the keeping of such animal constitutes a public nuisance or menace to public health or safety.

Caring for Animals:

(a) It shall be unlawful for the owner or custodian of any animal to refuse or fail to provide such animal with sufficient wholesome and nutritious food, potable water, veterinary

care when needed to prevent suffering, humane care and treatment, or to unnecessarily and unreasonably expose any such animal in hot, stormy, cold or inclement weather. **In temperatures in excess of 75 degrees where direct sunlight is present, animals must be afforded proper shaded areas.**

(b) No owner or custodian of any animal shall willfully abandon such animal on any street, road, highway or public place, or on private property when not in the care of another person.

(c) No person shall offer any live animal, as a prize or reward in connection with any raffle, protest, demonstration, promotion or as an incentive to participate in any game, promotion or otherwise.

(d) No person shall sell, adopt or otherwise give away animals from any location other than their personal residence or business or any location licensed by Montgomery County for such purpose.

(e) Section (d) shall not apply to licensed non-profit pet adoption organizations.

Cruelty to Animals:

(a) It shall be unlawful for any person to willfully or maliciously strike, beat, abuse or intentionally run down with a vehicle any animal, or otherwise engage in any act to cause or inflict unnecessary pain, injury, suffering or death to such animal; except that reasonable force may be used to drive away or defend against vicious or trespassing animals.

(b) No person shall administer poison to any animal, or knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal. The provisions of this Section are not applicable to licensed exterminators using poisons as part of a pest control program or the use of commercial insecticides and rodent baits used to control insects and wild rodents.

(c) It shall be unlawful to transport or confine an animal in a cruel manner. This shall include transportation of an animal in the bed of a truck that to a reasonable person would be determined a health hazard for the animal.

Restraint and Confinement – Generally:

(a) It shall be unlawful for the owner of any animal to fail to keep such animal under restraint or to permit such animal to run at large upon the streets and public ways of the County.

(b) Any dog, while on a street, sidewalk, public way or in any park, Public Square, or other public space, or upon any private property without the consent of the owner, shall be secured by a leash or chain of sufficient tensile strength to restrain the particular dog, or shall be at heel and securely muzzled.

(c) No owner or custodian of any animal shall fail to exercise proper care and control of such animal to prevent the same from becoming a public nuisance.

(d) Every female dog or cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding.

(10-3-7)(e) It shall be unlawful for any animal to be confined or restrained to any stationary object for more than one (1) hour. Puppies under six (6) months of age may not be left unattended at any time while tethered. Dogs six (6) months or older, as determined by veterinary records or breeder certificates, may be restrained by means of a trolley system attached to a pulley on a cable run. *Exception:* An in ground fixed point cable system may be used if the system allows 360 degree movement and if the following conditions are met:

(1) Only one dog may be confined or restrained to each cable system.

(2) Choke collars and pinch collars are prohibited for purposes of confining or restraining.

(2) There must be a swivel on at least one end of the restraint to minimize tangling.

(4) The cable run must be at least twenty (20) feet in length and mounted at least four (4) feet and no more than seven (7) feet above ground level with a swivel on at least one end to minimize entanglement.

(5) The length of the restraint to the dog's collar should allow access to the maximum available exercise area and should allow continuous access to clean water and adequate shelter. The trolley system must be of appropriate configuration to confine the dog to the owner's property, to prevent the restraint from extending over an object or edge that could result in injury or strangulation of the dog, and to prevent the restraint from becoming entangled with other objects or animals.

(6) Any dog confined or restrained 24 hours a day 7 days a week must have at least 30 minutes of time spent actively with proper exercise off restraint (by means of leash walking, active play in an enclosed secured area conducive to the dog's size and age) within each 24 hour period.

(a) Any dog confined within a fenced yard or kennel type enclosure must have adequate space for exercise based on a dimension of at least one hundred (100) square feet.

(7) No dog shall be confined or restrained in an area where bare earth is prevalent and no steps have been taken to prevent the area from becoming wet and muddy from precipitation. **(10-3-7)**

Restraint of Guard Dogs:

(a) Every owner of a guard or attack dog shall keep such dog confined in a building, compartment or other enclosure.

(b) The areas of confinement shall have all gates and entrances thereto securely closed and locked, and all fences properly maintained and escape proof.

(c) The provisions of this section shall not apply to dogs owned or controlled by government law enforcement agencies.

Dangerous Dog Determination (07-9-10)

1. Definitions

For purposes of this section, the term:

(a) "Dangerous dog" means any dog that:

(1) Causes a serious injury to a person or domestic animal; or

(2) Has been designated as a potentially dangerous dog and engages in behavior that poses a threat to public safety as described in paragraph (f) of this section.

(b) "Serious injury" means any physical injury that result in medical attention being rendered by licensed/certified medical personnel.

(c) "Proper enclosure" means secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least 6 feet in width, 10 feet in length, and 6 feet in height, capped if there is a dog house inside or if dog can climb fence, with secure sides, which provides proper protection from the elements for the dog, is suitable to prevent the entry of young children, and is designed to prevent the animal from escaping while on the owner's property.

(d) "Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of a dog.

(e) "Impound" means taken into the custody of the Animal Control Authority or the organization authorized to enforce the dangerous dog law of this jurisdiction.

(f) "Potentially dangerous dog" means a dog that may reasonably be assumed to pose a threat to public safety as demonstrated by any of the following behaviors:

(1) Causing an injury to a person or domestic animal that is less severe than a serious injury;

(2) Without provocation, chasing or menacing a person or domestic animal in an aggressive manner;

(3) Running at large and impounded or owners cited by the Animal Control Authority one (1) or more times within any 12-month period.

(4) Acts in a highly aggressively manner within a fenced yard/enclosure and appears to a reasonable person able to jump over or escape.

(g) "Responsible person" means a person at least 18 years old who is familiar with the dog and has the size and experience to be able to keep the dog under complete control at all times.

2. Determination of a potentially dangerous dog

(a) After an investigation, which must be initiated within three (3) days after the situation becomes known to the Animal Control Authority, the Animal Control Director is authorized to make a determination whether a dog is potentially dangerous based on the factors listed in § 1(f) and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status within five (5) days after the completion of the investigation.

(b) Following notice to the owner, the owner may appeal the determination to a committee comprised of members of the Montgomery County Animal Control Committee appointed by the mayor by giving written notice of appeal within five (5) days to the Animal Control Director. If there is probable cause to believe that the dog is a potentially dangerous dog and may pose a threat to public safety, the Animal Control Director may obtain a search warrant pursuant to this jurisdiction's Rules of Civil/Criminal Procedure and impound the dog pending disposition of the case or until the dog owner has fulfilled the requirements of § 6. The owner of the dog may be liable to this jurisdiction for the costs and expenses of keeping the dog. The dog will be considered potentially dangerous pending the appeal.

3. Determination of a dangerous dog

(a) After an investigation, which must be initiated within three (3) days after the situation becomes known to the Animal Control Authority, the Animal Control Director is authorized to make a determination whether a dog is dangerous based on the factors listed in § 1(a) and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status within five (5) days after completing the investigation.

(b) Following notice to the owner, the owner may appeal the determination to a committee comprised of members of the Montgomery County Animal Control Committee appointed by the mayor by giving written notice of appeal within five (5) days to the Animal Control Director. If there is probable cause to believe the dog to be a dangerous dog and that the animal poses an imminent threat to public safety, the Animal Control Director may obtain a search warrant pursuant to this jurisdiction's Rules of Civil/Criminal Procedure and impound the dog pending disposition of the case or until the dog owner has fulfilled the requirements of § 6. The owner of the dog shall be liable to this jurisdiction for the costs and expenses of keeping the dog if the dog is determined to be a dangerous dog. The dog will be considered dangerous pending the appeal. If the Montgomery County Animal Control Committee overturns the designation of a dangerous dog, the owner will be refunded the difference in cost between the \$100.00 Dangerous Dog Redemption Fee and the Normal Redemption Fee..

(c) A decision by the committee overturning the Animal Control Director determination shall not affect the Animal Control Director right to later declare a dog to be a dangerous dog or to determine that the dog poses a threat to public safety, for the dog's subsequent behavior.

4. Exceptions

No dog shall be declared a dangerous or potentially dangerous dog if:

(a) The dog was used by a law enforcement official for legitimate law enforcement purposes;

(b) The threat, injury, or damage was sustained by a person:

(1) Who was committing, at the time, a willful trespass or other tort upon the premises lawfully occupied by the owner of the dog;

(2) Who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or

(3) Who was committing or attempting to commit a crime; or

(c) The dog was:

(1) Responding to pain or injury, or was protecting itself, its offspring; or

(2) Protecting or defending a human being within the immediate vicinity of the dog from an attack or assault.

5. Consequences of a dangerous or potentially dangerous dog determination

(a) If the Animal Control Director determines that a dog is a potentially dangerous dog under § 2, the owner shall comply with the provisions of § 5 and 6(a) (d) and any other special security or care requirements the Animal Control Director may establish.

(b) If the Animal Control Director determines that a dog is a dangerous dog under § 3, the owner shall comply with the provisions of § 5 and 6(b) (c) and any other special security or care requirements the Animal Control Director may establish.

(c) The Animal Control Director may require impoundment of the dog until the owner of the dog has satisfied all the requirements of section 1(c). The requirements must be met within thirty (30) days. If, after thirty (30) days, the owner has not satisfied all the requirements of the holding permit, the animal may be humanely euthanized on the thirty-first (31) day.

6. Dangerous dog and potentially dangerous dog confinement and handling requirements

(a) The Animal Control Director shall determine if the owner of a potentially dangerous dog has established to the satisfaction of the Animal Control Authority that:

(1) The owner of the potentially dangerous dog is 18 years of age or older;

(2) The potentially dangerous dog has a current rabies vaccination;

(3) The owner has a proper enclosure to prevent the entry of any person or animal and the escape of said potentially dangerous dog as described in § 1;

(4) The potentially dangerous dog has been spayed or neutered;

(5) The potentially dangerous dog has been implanted with a microchip containing owner identification information. The microchip information must be registered with the animal control authority of the jurisdiction; and

(b) The Animal Control Director shall determine if the owner of a dangerous dog has established to the satisfaction of the Animal Control Authority that:

(1) The owner of the dangerous dog has written permission of the property owner or homeowner's association where the dangerous dog will be kept if applicable;

(2) The owner will maintain the dangerous dog exclusively on the owner's property except for medical treatment or examination; and

(3) The owner of the dangerous dog has posted on the premises a clearly visible written warning sign that there is a dangerous dog on the property with a conspicuous warning symbol that informs children of the presence of a dangerous dog. The sign shall be very visible from the public roadway or 50 feet, whichever is less.

(c) The Animal Control Director may order the immediate impoundment or humane euthanasia of a dangerous dog if the owner fails to abide by the conditions of confinement or handling of a dangerous dog.

(d) If any dog previously determined to be a potentially dangerous dog has not exhibited any of the behaviors specified in § 1(f) within the eighteen (18) months since the date of the potentially dangerous dog determination, that dog is eligible for a review of the determination by the director and/or his/her designee with the potential for lifting the requirements of this section; provided, however, then that same dog may again be declared a dangerous or potentially dangerous dog if it again exhibits any of the specified behaviors.

7. Dangerous or potentially dangerous dog owner responsibility

It shall be unlawful to:

(a) Permit a potentially dangerous dog to be outside a proper enclosure unless the potentially dangerous dog is under the control of a responsible person as defined in § 1, muzzled, and restrained by a lead not exceeding four (4) feet in length; The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;

(b) Fail to maintain a dangerous dog exclusively on the owner's property as required except for medical treatment or examination. When removed from the owner's property for medical treatment or examination, the dangerous dog shall be caged or under the control of a responsible person as defined in § 1, muzzled and restrained with a lead not exceeding four (4) feet in length. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any human being or animal;

(c) Fail to notify the Animal Control Authority immediately upon escape if a dangerous or potentially dangerous dog is on the loose, is unconfined, has attacked another domestic animal, has attacked a human being; within five (5) business days if the dog has died; and within twenty-four (24) hours if the dog has been sold or has been given away. If the dangerous or potentially dangerous dog has been sold or given away, the owner shall also provide the Animal Control Director with the name, address, and telephone number of the new owner of the dangerous or potentially dangerous dog;

(d) Fail to surrender a dangerous or potentially dangerous dog to the Animal Control Director for safe confinement pending a disposition of the case when there is a reason to believe that the dangerous or potentially dangerous dog poses an imminent threat to public safety; or

(e) Fail to comply with any special security or care requirements for a dangerous or potentially dangerous dog the Animal Control Director may have established pursuant to the finding that the dog was potentially dangerous or dangerous.

Property Owners May Impound:

Any person finding an animal at large upon his property may remove the same to any animal shelter that will take possession of the animal. If no such shelter is available, the property owner may hold the animal in his own possession, and as soon as possible, notify the Department of Animal Control. The property owner shall provide a description of the animal and the name of the owner if known. The Department shall dispatch an animal control officer to take possession of the animal.

Disposition of Large Animals:

Any animal control officer or other designated person on call who removes a large animal such as a horse, cow, mule or any other animal not acceptable by any animal hospital or other shelter shall be authorized to call a trucking firm or company which shall convey the animal to a farm or other appropriate facility that has an agreement with the County to accept such animals. The disposition of any animal removed to a facility other than an animal hospital or shelter shall be handled in the same manner as though the animal were confined in an animal hospital or shelter.

Impoundment:

(a) In addition to any other remedies provided in these Regulations, an animal control officer or a law enforcement officer may seize, impound and humanely confine to an animal shelter or hospital any of the following animals:

- (i) Any animal at large;
- (ii) Any animal constituting a public nuisance or considered a danger to the public;
- (iii) Any animal that is in violation of any quarantine or confinement order;
- (iv) Any unattended animal that is ill, injured or otherwise in need of care;
- (v) Any animal that is reasonably believed to have been abused or neglected;
- (vi) Any animal that is reasonably suspected of having rabies;
- (vii) Any animal that is charged with being potentially dangerous, or dangerous where an animal control officer or a law enforcement officer determines that there is a threat to public health and safety;
- (viii) Any animal that a court of competent jurisdiction has ordered impounded or destroyed;
- (ix) Any animal that is considered unattended or abandoned, as in situations where the owner is deceased, has been arrested or evicted from his regular place of residence.

(b) An animal control officer or law enforcement officer may also, or in lieu of impoundment, issue to the owner a notice of violation. Such notice shall impose upon the owner a civil monetary penalty of Twenty-Five (\$25.00) Dollars for the first offense and Fifty (\$50.00) Dollars for the second offense. The civil monetary penalties may, at the discretion of the animal owner, be paid to the Animal Control Department within ten (10) days in full satisfaction of the assessed penalty. In the event that such penalty is not paid within the time period prescribed, the Animal Control Department shall have the right to proceed to collect unpaid civil monetary penalty as provided in the **Violations and Penalties** section of these Regulations. The third and subsequent offenses shall be prosecuted by misdemeanor citation when appropriate under state law.

Fee Schedule

(a) Effective dates. The fee schedule set forth in this section is the schedule of fees which shall be effective on the first day of the month following the month in which this resolution is adopted. The Director of Montgomery County Animal Control, or other unit of government to which Animal Control may be regulated may submit proposed amendments to this schedule at any time. Any new or revised fees will become effective on the first day of the month following the month in which the amended fee schedule is adopted.

(b) Exemption. No license or permit shall be required for any veterinary hospital, which does not advertise boarding services, municipal animal control facility, law enforcement certified dogs and university operated medical research facility or governmental operated zoological garden.

No license or fee is required of any certified physical assistance dog; documentation of the certification shall be supplied upon request.

(c) Animal control and protection fee schedule.

Redemption's

Dogs and cats under six months.....	\$ 25.00
Altered dogs and cats.....	\$ 25.00
Unaltered dogs and cats.....	\$ 50.00
Quarantined dogs and cats.....	\$ 40.00
Dangerous Dog.....	\$ 100.00 plus board
Vaccination Vouchers Rabies . dogs.....	\$11.00 plus \$ 1.00 county registration
cats.....	\$11.00 plus \$ 1.00 county registration
Boarding Fees.....	dogs.... \$15.00 per day
	cats.....\$10.00 per day
Subsequent offenses increase.....	\$25.00 per offense

Adoption Fees

Puppies, dogs.....	\$ 87.00
Kittens, cats.....	\$ 87.00

As follows:

(ii) Fail to comply with any lawful order of an animal control officer, or law enforcement officer unless such order is lawfully stayed or reversed; or,

(b) A violation of these Regulations shall result in a civil monetary penalty of Fifty (\$50.00) Dollars per violation.

(c) Each day that one or more violations of these Regulations exists or continues to exist shall constitute a separate violation.

(d) If civil monetary penalties remain unpaid more than ten (10) days after notice of violation, the County Attorney is authorized to take appropriate action through the General Sessions Court pursuant to Tenn. Code Ann. § 5-1-123.

Conflicting Regulations:

All other Regulations of Montgomery County, Tennessee that are in conflict with these Regulations are hereby repealed to the extent of such conflict. Notwithstanding anything in these Regulations to the contrary, nothing contained herein shall be construed to prohibit animal control officers or law enforcement officers of Montgomery County, Tennessee to take action consistent with these Regulations or any similar municipal ordinance or state law within the corporate limits of any incorporated municipality in Montgomery County, Tennessee if requested to do so by an appropriate representative of said municipality. Nor shall anything contained herein be construed as a limitation on the authority of any law enforcement officer to enforce the criminal laws of Tennessee regarding the care, treatment and responsibility for animals.

Severability:

The provisions of these Regulations are declared to be severable. If any section, sentence, clause or phrase of these Regulations shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of these Regulations, but they shall remain in effect; it being the legislative intent that these Regulations shall remain in effect notwithstanding the validity of any part.

These regulations were adopted March 14, 2005 and incorporate the amendments adopted September 10, 2007, March 9, 2009, March 8, 2010, June 11, 2012, and August 12, 2013.

RESOLUTION TO ADOPT REGULATORY POWERS PURSUANT TO TENNESSEE CODE ANNOTATED § 5-1-118(c)(1)

WHEREAS, the State Legislature has allowed counties to acquire certain regulatory powers granted to all or certain municipalities pursuant to Tennessee Code Annotated (T.C.A.) § 5-1-118(c)(1); and

WHEREAS, with the vast urban growth being experienced in Montgomery County, certain regulatory powers have become vital to the best interests of the citizens; and

WHEREAS, this legislative body declares that it is in the best interest of the health, safety and welfare of the citizens of Montgomery County that this resolution be approved; and

WHEREAS, this resolution requires a two-thirds (2/3) vote for passage pursuant to T.C.A. § 5-1-118(c)(1).

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 12th day of August, 2013, that Montgomery County adopt the regulatory powers granted pursuant to T.C.A. § 5-1-118(c)(1).

Duly passed and approved this 12th day of August, 2013.

Sponsor _____

Commissioner _____

Approved _____
County Mayor

Attest _____
County Clerk

RESOLUTION AMENDING THE BUDGET OF THE MONTGOMERY COUNTY VETERANS SERVICE ORGANIZATION

WHEREAS, Montgomery County is one of the fastest growing communities in Tennessee and the Montgomery County Veterans Service Organization and the County Commission wish to continue to efficiently and effectively meet the needs of the citizens of Montgomery County; and

WHEREAS, the Montgomery County Veterans Service Organization’s workload has significantly increased; the veteran’s population went up from 21,924 veterans in Fiscal Year 2012, to 25,331 veterans in Fiscal Year 2013, an increase of 3,407. The statistical forecast points to a continuous augment; there are 1,693 soldiers currently going through the medical retirement/separation process; 475 of those are assigned to the Warrior transition Unit, and 657 in the Veterans Affairs Benefit Stage of the process; and

WHEREAS, Tennessee Code Annotated §5-9-407 provides a procedure for amending the budget, specifically providing that, “the budget, including line items and major categories, may be amended by passage of an amendment by a majority of the members of the county legislative body;” and

WHEREAS, the Montgomery County Veterans Service Organization has identified the need for an extension to the temporary part-time counselor in order to continue meeting the immediate needs of the public.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 9th day of September, 2013, that the Montgomery County Veterans Service Organization’s Fiscal Year 2014 operating budget is hereby amended as follows for a temporary part-time counselor:

101-58300-00000-58-51680	Temporary Personnel	\$11,655.52
101-58300-00000-58-52010	Social Security	722.65
101-58300-00000-58-52120	Medicare	169.01
	Total	\$12,547.18

Duly approved this 9th day of September, 2013.

Sponsor _____
Commissioner _____
Approved _____
County Mayor

Attested _____
County Clerk

**RESOLUTION APPROVING AN AMENDMENT TO THE CHARTER AND
BYLAWS OF THE CLARKSVILLE-MONTGOMERY COUNTY
COMMUNITY HEALTH FOUNDATION, INC.**

WHEREAS, the Clarksville-Montgomery County Health Foundation was founded on February 7, 2006 as a Tennessee nonprofit corporation; and

WHEREAS, the Clarksville-Montgomery County Health Foundation was formed to promote the general health of the residents of the City of Clarksville and Montgomery County; and

WHEREAS, the Clarksville-Montgomery County Health Foundation desires to expand its scope to include residents of Fort Campbell, Kentucky, as evidenced by the proposed amendment to their charter attached as Exhibit "A" hereto; and

WHEREAS, pursuant to Section 13 of the Charter of the Clarksville-Montgomery County Health Foundation, all amendments must be approved by the governing bodies of Montgomery County and the City of Clarksville; and

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 9th day of September, 2013, that the proposed amendment to the Charter of the Clarksville-Montgomery County Health Foundation attached as Exhibit "A" is hereby approved.

Duly passed and approved this 9th day of September, 2013.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

EXHIBIT A

AMENDMENT TO THE CHARTER AND TO THE BYLAWS OF THE CLARKSVILLE MONTGOMERY COUNTY COMMUNITY HEALTH FOUNDATION, INC.

BE IT RESOLVED THAT Section 8 (“Purposes”) of Attachment A to the Charter of the Clarksville-Montgomery County Community Health Foundation, Inc., and Section 1.2. (“Purposes”) of Article 1 of the Bylaws of the Corporation, shall be changed to read as follows:

“Purposes. The Corporation shall be organized and operated exclusively for charitable, scientific and educational purposes and, specifically, all of such purposes of the Corporation shall be to participate, so far as circumstances may legally warrant, in any activity designed and carried on to promote the general health of the residents of the City of Clarksville, Tennessee (the “City”), the County of Montgomery (the “County”) and the counties of Northern Middle Tennessee, *and health related initiatives of Ft. Campbell, Kentucky*”.

RESOLUTION TO EXECUTE A LEASE AGREEMENT WITH OAKHILL ESTATES, A TENNESSEE GENERAL PARTNERSHIP, FOR THE OPERATION OF A LIFE FLIGHT SYSTEM

WHEREAS, Montgomery County has been utilizing certain property owned by Oakhill Estates for the purpose of operating Life Flight operations; and

WHEREAS, both parties desire to memorialize said relationship in the form of a written ground lease; and

WHEREAS, a copy of said lease is attached hereto as Exhibit "A;" and

WHEREAS, it is in the best interest of the citizens of Montgomery County that the attached Lease Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 9th day of September, 2013, that the Lease Agreement attached hereto as Exhibit "A" between Oakhill Estates and Montgomery County, Tennessee, is approved.

Duly passed and approved this 9th day of September, 2013.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attest _____

County Clerk

This instrument was prepared by Austin Peay of the law firm of Batson Nolan PLC, 121 South Third Street, Clarksville, Tennessee 37040.

OAKHILL ESTATES, a Tennessee General Partnership

TO: LEASE

MONTGOMERY COUNTY, TENNESSEE

1. **Parties.** This is a lease by and between OAKHILL ESTATES, a Tennessee General Partnership hereinafter "Landlords", and Montgomery County, Tennessee, hereinafter "Tenant". Landlords hereby lease to tenant the premises described below on the terms and conditions set forth below.

2. **Premises.** The premises to be leased is described as follows:

See Exhibit "A"

3. **Term.** The term of this lease is ten (10) years beginning on the 1st day of October, 2013, and ending on the 1st day of October, 2023.

4. **Rent.** Rent shall be paid in the amount of \$1.00 annually, on or before the fifth (5th) day of October each year during the term of the lease.

5. **Deposit.** No deposit shall be required.

6. **Tenant's obligations.** Tenant shall occupy the premises in connection with the operation of a life flight system which shall be in compliance with all applicable laws, ordinances and regulations. Tenant shall be responsible for mowing the grass on the premises only.

7. **Landlords' obligations.** Landlords shall grant and deliver quiet possession of the premises to the tenant during this lease. Landlords shall pay all property taxes. Landlords warrant that they have good title to the premises, free of any encumbrances.

8. **Eminent Domain.** Tenant shall have the right but not the obligation to terminate the lease immediately if any part of the premises is taken by condemnation proceedings or agreement by landlords with a governmental entity in lieu of condemnation.

9. **Right of cancellation by tenant.** Tenant has the right to cancel this lease upon six (6) months written notice to the landlord for any reason, and rent for the term shall only be paid as through the time of the six (6) months notice given by tenant.

10. **Applicable law with respect to rights of parties.** This Lease Agreement has been entered into between entities and citizens of the State of Tennessee. It is agreed and understood between these parties that this Lease Agreement shall be interpreted and construed, as well as enforced, in accordance with the laws of the State of Tennessee, and all rights and responsibilities arising hereunder shall be controlled by the laws of the State of Tennessee, regardless of the form of any action brought with respect thereto. It is the intent of this Agreement that regardless of the form of any action between these parties, the laws of the State of Tennessee with respect to contracts and leases shall be applicable.

11. **Invalidity of portions.** If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and may be enforced to the fullest extent permitted by law.

12. **Captions.** The parties mutually agree that the headings and captions contained in this Lease Agreement are inserted for convenience and for reference purposes only, and are not to be deemed a portion or to be used in the construction of this Lease Agreement.

13. **Address of Above Parties.** The addresses of the parties which notices, rent, etc., may be sent are as follows:

Landlords:

Oakhill Estates, a Tennessee General Partnership

Tenant:

ATTN: Erinne Hester, Director
Accounts & Budgets
P.O. Box 368
Clarksville, TN 37041-0368

LANDLORD:

By: _____
Oakhill Estates, a Tennessee General Partnership

TENANT:

MONTGOMERY COUNTY, TENNESSEE

By: _____
Carolyn Bowers, County Mayor

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, a Notary Public in and for said State and County, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be _____ of Oakhill Estates, a Tennessee General Partnership, the within named bargainer, and that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

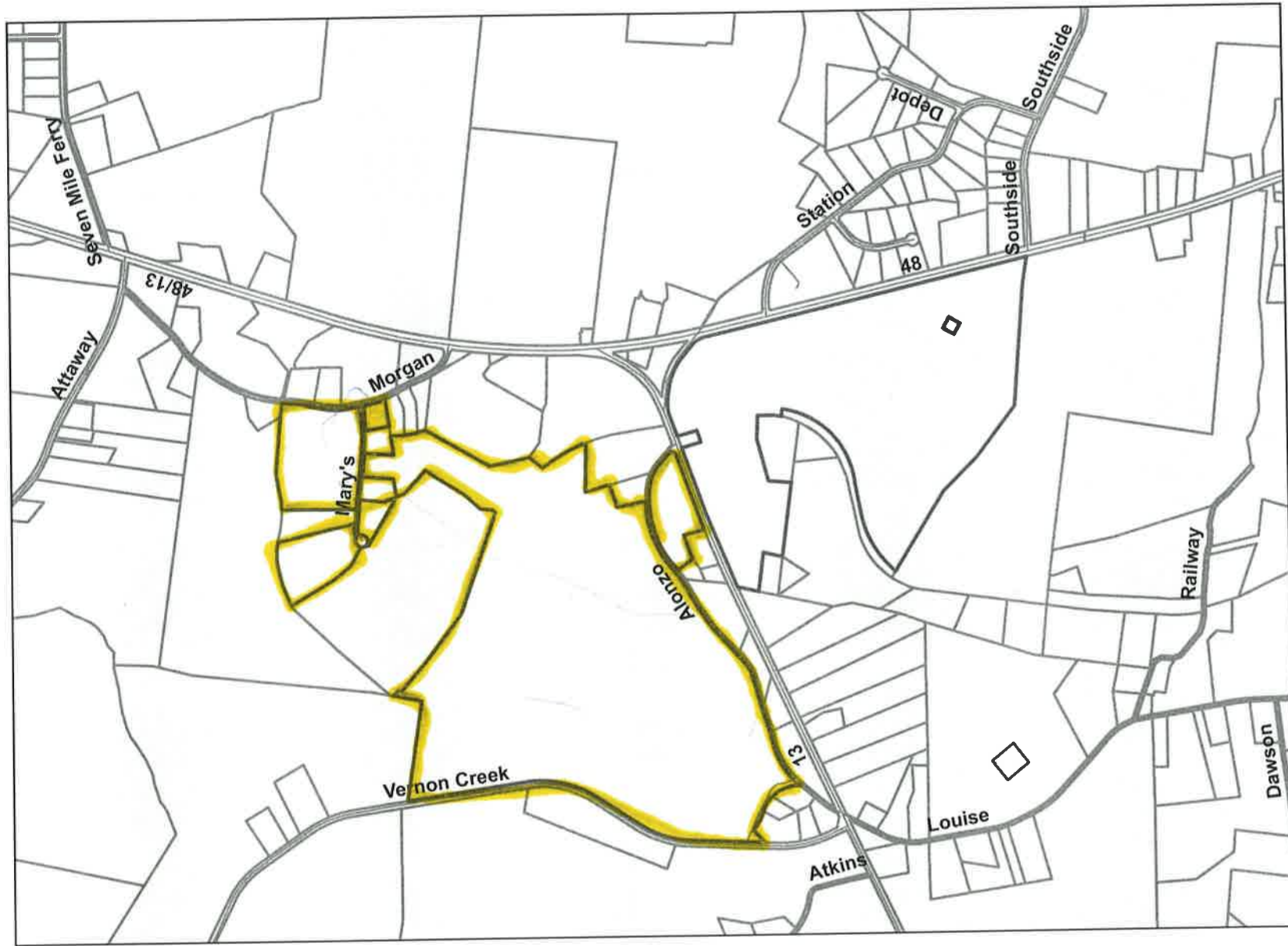
STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, a Notary Public in and for said State and County, Carolyn Bowers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the County Mayor of Montgomery County, Tennessee, the within named bargainer, and that she as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____



**RESOLUTION REQUESTING THE STATE LEGISLATURE TO ADOPT
A PRIVATE ACT PERMITTING THE CLARKSVILLE DEPARTMENT
OF ELECTRICITY TO OPERATE FIBER OPTIC FACILITIES
IN MONTGOMERY COUNTY, TENNESSEE**

WHEREAS, the City of Clarksville has created an electric utility which operates as the Clarksville Department of Electricity; and

WHEREAS, Clarksville Department of Electricity currently provides fiber optic services for customers within the corporate limits of the City of Clarksville; and

WHEREAS, it would be to the benefit of the Clarksville-Montgomery County Industrial Park and other similar commercial and industrial developments of at least ten acres in size that said fiber optic services be available for utilization.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 9th day of September, 2013, requests that the State Legislature adopt a private act allowing for fiber optic services to be extended for industrial and commercial developments in Montgomery County as described above.

Duly passed and approved this 9th day of September, 2013.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attest _____

County Clerk

RESOLUTION TO AMEND THE 2009 EDITION OF THE INTERNATIONAL BUILDING CODE AND THE 2009 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE TO INCLUDE NEW SPAN GUIDELINES FOR SOUTHERN PINE PRODUCTS AS SET OUT BY THE AMERICAN WOOD COUNCIL

WHEREAS, the Montgomery County Board of Commissioners adopted the 2009 Edition of the International Building Code Standards on September 12, 2011, in order to remain compliant with Tennessee Code Annotated § 68-120-101 et seq; and

WHEREAS, the American Wood Council issued new specifications on span guidelines for all sizes and grades of Southern Pine products used in new construction of commercial and residential buildings effective June 1, 2013; and

WHEREAS, the current 2009 Edition of the International Building Code and 2009 Edition of the International Residential Code must be amended by this legislative body as well as the City Council to include the new span guidelines pertaining to Southern Pine products to be effective January 1, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 9th day of September, 2013, that the 2009 Edition of the International Building Code and the 2009 Edition of the International Residential Code are amended to include the new span guidelines relating to Southern Pine products for commercial and residential use to become effective January 1, 2014. A copy of the new span guidelines will be included in the 2009 Edition of the International Building Code and 2009 Edition of the International Residential Code and made available for public view at the Montgomery County Clerk’s Office as well as the Montgomery County Building and Codes Department during regular business hours.

Duly passed and approved the 9th day of September, 2013.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS AUTHORIZING FUNDS FOR THE REPLACEMENT OF THE HVAC AT THE VETERANS PLAZA PUBLIC LIBRARY

WHEREAS, additional funding is needed to replace the existing HVAC system at the Public Library in the Veteran’s Plaza to include costs associated with the replacement such as materials, engineering, controls, and labor; and

WHEREAS, the project proposal includes the replacement of (38) chilled water air handlers with (38) VRF, Variable Refrigerant Flow air handlers, removal of the existing 110 ton chiller, installation of (8) condensers and (2) outdoor units, and complete upgrade of the electrical and control units at a total cost of \$980,000; and

WHEREAS, the 2013 fiscal year budget included \$450,000 for Library Boiler/Chillers appropriated in the Capital Projects (171) fund, of which approximately \$84,000 has already been spent for system operation; and

WHEREAS, the additional funding will be used in conjunction with the FY13 appropriation, adopted by Resolution 12-6-6, for the Library HVAC Replacement Project.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular session on this day 9th day of September 2013, that \$614,000 is appropriated for the replacement of the HVAC at the Public Library.

BE IT FURTHER RESOLVED that Montgomery County will hereby appropriate for the HVAC replacement from the Capital Projects fund balance created by the unappropriated premium of the 2014 bond issue.

Duly passed and approved this 9th day of September, 2013.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk