

CALL TO ORDER – Sheriff John Fuson

PLEDGE OF ALLEGIANCE

INVOCATION – Chaplain Joe Creek

ROLL CALL – Kellie Jackson, County Clerk

PRESENTATION – West Creek and Kenwood High Choirs

CERTIFICATES OF APPRECIATION

PROCLAMATION – Kenny York, Manna Café, Combat Hunger Day

APPROVAL OF OCTOBER 12, 2015 MINUTES

VOTE ON ZONING RESOLUTIONS - None

VOTE ON OTHER RESOLUTIONS

- 15-11-1:** Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance of Grant Funds from the Tennessee Department of Mental Health and Substance Abuse Services
- 15-11-2:** Resolution to Accept Federal Grant Funds from the Bureau of Justice Assistance State Criminal Alien Assistance Program
- 15-11-3:** Resolution to Enter into an Interlocal Agreement with the City of Clarksville to Relocate the City’s Utilities Concurrent with the Oakland Road Realignment Project
- 15-11-4:** Resolution of the Montgomery County Board of Commissioners Approving Acceptance of Deeds of Land, in Fee Simple, for the Use by Montgomery County as a “Community Garden” with Exclusive Option to “Repurchase” the Property Conveyed for the Consideration of \$10.00
- 15-11-5:** Resolution of the Montgomery County Board of Commissioners Requesting Amendment of Chapter 167 of the Private Acts of 1979 by the Local Legislative

Delegation to Add to the Definition of “Person” the Term of “Governmental Units”

- 15-11-6:** Resolution to Accept Firehouse Subs Public Safety Foundation, Inc. Grant and to Appropriate Funds

UNFINISHED BUSINESS

REPORTS

1. County Clerk’s Report – **(requires approval by Commission)**

REPORTS FILED

1. Adequate Facilities Tax and Permit Revenue Reports for October, 2015
2. Court Safety Program: Adult Driver Improvement Program; Alive at 25 Defensive Driving Course; Juvenile Court Defensive Driving Course-4; Juvenile Court Defensive Driving Course-6/8; Anti-Theft Class; and Safety Belt Class Revenue and Attendees for July - September, 2015
3. **Report on Debt Obligation – General Fund**
4. **Report on Debt Obligation – Federal Project Fund**
5. **Report on Debt Obligation - Bond Series 2015 B**
6. **Accounts and Budgets Monthly Report**
7. **Trustee’s Report**
8. **Capital Projects Construction Update Report**
9. **Highway Department – Quarterly Report July – September, 2015**

NOMINATING COMMITTEE NOMINATIONS – Commissioner Keene, Nominating Committee

COUNTY MAYOR NOMINATIONS – Mayor Jim Durrett

ANNOUNCEMENTS

1. Please make plans to attend the reception for Rebekah Norman, our new Ag Extension Director on Monday, November 16, from 3:00 to 5:00 p.m. at the Cumberland Heights Barte Center.
2. Blood Drive, Monday, November 16 from 9:00 to 2:00 at the Civic Hall
3. You are invited to tour EMS Station 21, located on Peacher’s Mill Road, on November 30 at 4:00. Invitation will follow.
4. Mark your calendars for the Mayor’s Christmas Breakfast scheduled for Thursday, December 3 from 7:00 to 9:00 at the Civic Hall. Invitation will follow.
5. Reminder - Christmas parade, December 5, at 5:00.

ADJOURN

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE
TENNESSEE DEPARTMENT OF MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES**

WHEREAS, the Tennessee Department of Mental Health and Substance Abuse Services has awarded a grant to the Montgomery County Veterans Treatment Court to expand and enhance the program; and

WHEREAS, the total grant contract award amounts to \$165,000.00 for the grant period of October 1, 2015 through September 30, 2016; per the agreement it is one hundred percent (100%) grant funded, requiring no local match dollars during the allocation period and has no requirements for continuation funding upon expiration of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 9th day November, 2015, that Montgomery County accept the grant in the amount of \$165,000.00 to expand and enhance the Montgomery County Veterans Treatment Court.

SECTION 1. Montgomery County hereby accepts \$165,000.00 from the Tennessee Department of Mental Health and Substance Abuse Services for the purpose herein stated and as detailed below:

Revenue	101-53500-00000-53-47590-G1670	\$165,000
Probation Officer	101-53500-00000-53-51110-G1670	\$40,713
Social Security	101-53500-00000-53-52010-G1670	\$2,503
State Retirement	101-53500-00000-53-52040-G1670	\$5,627
Life Insurance	101-53500-00000-53-52060-G1670	\$53
Medicare	101-53500-00000-53-52120-G1670	\$585
Communication	101-53500-00000-53-53070-G1670	\$1,200
Contributions	101-53500-00000-53-53160-G1670	\$73,819
Printing, Stationary, & Forms	101-53500-00000-53-53490-G1670	\$500
Travel	101-53500-00000-53-53550-G1670	\$20,000
Other Supplies & Materials	101-53500-00000-53-54990-G1670	\$13,000
Other Capital Outlay	101-53500-00000-53-57990-G1670	\$7,000

Duly passed and approved this 9th day of November, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION TO ACCEPT FEDERAL GRANT FUNDS FROM THE
BUREAU OF JUSTICE ASSISTANCE STATE CRIMINAL
ALIEN ASSISTANCE PROGRAM**

WHEREAS, the Montgomery County Jail entered into a four-year agreement with Justice Benefits Inc. for professional services to assist in collecting federal monies for the State Criminal Alien Assistance Program to be used for the needs of inmates housed in the Montgomery County Jail. Montgomery County’s financial agreement requires payment to Justice Benefits Inc. of twenty-two percent (22%) of total monies paid to Montgomery County; and

WHEREAS, after payment of the 22% to Justice Benefits, Inc., it is necessary for the remaining amount of \$18,201.30 to be transferred to the Jail expenditure budget to be used for the needs of inmates; and

WHEREAS, there is no required match and no requirement that these projects and expenditures be continued after the agreement expires.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular business session on this 9th day of November, 2015, that the federal monies be deposited and dispersed for the inmate’s needs as described below:

101-54210-00000-54-47990-G1680	Other Direct Federal Revenue	\$23,335.00
101-54210-00000-54-53990-G1680	Other Contracted Services	\$ 5,133.70
101-54210-00000-54-54990-G1680	Other Supplies & Materials	\$18,201.30

Duly passed and approved this the 9th day of November, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF CLARKSVILLE TO RELOCATE THE CITY'S UTILITIES CONCURRENT WITH THE OAKLAND ROAD REALIGNMENT PROJECT

WHEREAS, Montgomery County is currently working through the Right Of Way acquisition phase of the Oakland Road Realignment project, which is Federally funded through the Surface Transportation Program (STP) with a 20% local match; and

WHEREAS, the City of Clarksville wishes to enter into an Interlocal Agreement with Montgomery County, as further described in the attached "Interlocal Agreement between City of Clarksville, Tennessee and Montgomery County, Tennessee, Oakland Road Project (State Project # 63LPLM-F2-033, PIN 112876.00)"; and

WHEREAS, both the City and the County recognize the potential of coordination benefits by tasking the Prime Contractor, who will perform the Road Project, with the relocation of the City's utilities concurrently with the Road Project; and

WHEREAS, Montgomery County will serve as the lead agency on the Project, and will incorporate the City's utility relocation scope of work into one contract with a Prime Contractor that will be selected for the construction of the project after a competitive bid process; and

WHEREAS, the City of Clarksville will provide Montgomery County with the funding for the entire bid amount for the Utility related work, plus a 5% contingency, within 10 days of Montgomery County issuing an Intent to Award to the successful Prime Contractor, and Montgomery County will deposit such funds into a separate interest bearing account until such time that the funds are required to pay the Prime Contractor for the Utility work completed; and

WHEREAS, an Interlocal Agreement is required between the City of Clarksville and Montgomery County to specify and define the respective duties and obligations of each agency concerning the construction phase of the realignment of Oakland Road.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 9th day of November, 2015, that the Interlocal Agreement with the City of Clarksville, attached hereto, is approved.

Duly passed and approved this 9th day of November, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

Interlocal Agreement between
City of Clarksville, Tennessee and Montgomery County, Tennessee
Oakland Road Project (State Project # 63LPLM-F2-033, PIN 112876.00)

This Interlocal Agreement is made and entered into this ___ day of _____, 2015, by and between the City of Clarksville, Tennessee, a Tennessee Municipal Corporation, hereinafter referred to as "City", and Montgomery County, Tennessee, hereinafter referred to as "County",

WITNESSETH:

WHEREAS, the County will realign Oakland Road beginning at US Highway 79 in Clarksville, Tennessee ("Project"); and City and the County recognize the potential of coordination benefits by tasking the prime contractor, who will perform the Road Project, ("Contractor") with the relocation of the City's utilities concurrently with the Road Project.

NOW, THEREFORE the City shall:

1. provide engineering services, including engineer's construction cost estimate, design drawings, specifications and bid items in Tennessee Department of Transportation ("TDOT") required format, as well as inspection services during the construction phase for the relocation of water, wastewater and natural gas utilities ("Utility") associated with the Project; and
2. bear the cost for engineering services related to the Utility relocation;
3. submit water and sewer plans along with the required review fees to the Tennessee Department of Environment and Conservation (TDEC) for approval;
4. inspect Contractor's Utility work and will notify County if any Utility work is not compliant with the specifications;
5. receive a copy of Contractor's monthly application for payment to review and approve the Utility component of Contractor's monthly applications for payment, understanding that Montgomery County desires to review and approve the entire payment application in a timely manner each month, and that Montgomery County may choose to proceed with an application approval if a response has not been provided by the City within ten (10) days, and the County believes the payment application accurately reflects the amount of work that has taken place for that payment period;
6. make payment to Montgomery County within ten (10) business days after receipt of certified bid tabulation and intent to award for the total cumulative cost of all Utility-related line items plus a one-time five percent (5%) contingency to be set aside for any potential change orders related to the Utility relocation work that may arise throughout the extent of the Project;
7. be responsible for additional costs in construction, design, or delays caused by any errors, omissions, or deficiencies in the Utility plans;
8. be responsible for all cost associated with claims against the County caused by any errors, omissions, or deficiencies in the Utility plans;
9. be responsible for the acquisition and cost associated with any right of way or easement required for the sole purpose for utilities;

10. provide a City inspector, who shall coordinate all utility related construction with the County's consultant responsible for construction engineering and inspection;
11. be required to attend all pre-bid, pre-construction and progress meetings;
12. be responsible for responding to all utility related Requests for Information during bidding and construction, and City's utility engineer shall be responsible for the review and approval of all utility related material specifications and shop drawings; and
13. shall provide all Utility-related bid documents, plans and specifications signed and sealed by a Tennessee professional engineer in digital format (all CADD files to be in both pdf and DGN format) to the County's consultant within sixty (60) calendar days after receipt of County's final roadway design plans; and

the County shall:

1. bear the cost for engineering services related to the road realignment, including but not limited to site preparation costs and right-of-way acquisitions;
2. prepare bid specifications for a single bid of the entire Project, including Utility work, and incorporate Utility-related documents, such as design drawings and specifications, provided by the City;
3. include a separate component for Utility-related costs in the bid schedule of the Project (City to provide bid schedule in .xls format);
4. be the lead agency on the Project, handle the bid phase and ensure that all bids, contracts and other necessary documents are properly procured and executed;
5. grant the City the right to provide its own insight and input as is deemed necessary as related to the utilities;
6. provide bid results to the City for review and approval of the Utility component of the bid prior to award;
7. be responsible for additional costs in construction, design, or delays caused by any errors, omissions, or deficiencies in the roadway plans;
8. be responsible for all cost associated with claims against the City caused by any errors, omissions, or deficiencies in the roadway plans;
9. award to and contract with a single Contractor for the Project, which shall include the Utility relocation along with the road realignment;
10. require Contractor to submit applications for payment that reflect itemized costs contributable to the City for the Utility component and the County for the other components of the Project;
11. establish a separate interest bearing account for monies received from the City after the bid opening, based on the selected Contractor's sum of line item bid prices for Utility work, and shall have sole signatory power on said account to pay for the construction costs related to the Contractor's Utility relocation from the separate interest bearing account when due;
12. compensate the Contractor for the Project, including Utility work, in accordance with its contract with the Contractor;
13. perform construction administration and management throughout the duration of the Project and agrees to forward all Utility-related submittals to the City for review and approval;

14. be responsible for cost of installation, maintenance, inspection and enforcement of any and all erosion control measures required for the entire Project, including, but not limited to, Utility relocation, as long as such measures are equally beneficial and needed for the roadway grading portion of the Project; otherwise such specialized costs for the sole purpose of the Utility relocation will be included as separate line items in the Utility section of the bid schedule and shall be borne by the City if not accounted for in the Erosion Prevention and Sediment Control portions of the roadway plans;
15. only issue contract change orders relating to Utility work upon approval of the City after coordinating work change directives, change proposals, claims and any other notices potentially resulting in a change in contract fee related to the Utility work with the City;
16. immediately notify the City once a contract change order is duly executed, and provide a copy of the contract change order so the City may, in case of a contract fee increase that is greater than the contingency funds set aside at the initial payment following the bid opening, forward the monies for such change in contract fee relating to the Utility component to the County for deposit in the separate interest bearing account; however, if the contract change order resulted in a decrease of contract fee related to the Utility component, the County shall continue to hold that money in the separate account as added contingency until the completion of the Project;
17. keep a separate record of the funds expended from the City's separate interest bearing account and the balance of the contingency at any given time;
18. reconcile the contract at completion of all Project work when Contractor reaches readiness for final payment and shall determine the exact contract fee;
19. reimburse the City any remaining funds at the completion of the Project, including earned interest, from the separate interest bearing account that was established for the purpose of the Project;
20. require its Contractor to provide a general one-year warranty and guarantee to the City that all work, including equipment, materials, products and workmanship, related to Utility relocation is free from all defects and that work was performed in accordance with the contract documents; as part of the warranty and guarantee, Contractor shall agree to correct, remove or replace any defective item at no cost to the City and extend the warranty and guarantee for an additional period of one year after such correction or removal and replacement has been satisfactorily completed; and

the City and County wish to reduce their agreement to a writing in accordance with Tenn. Code Ann. §12-9-108. In consideration of the mutual promises and covenants herein contained, the parties hereby mutually agree that the City will reimburse the County for the Utility component of the Project construction cost.

MONTGOMERY COUNTY, TENNESSEE

By: _____
County Mayor Jim Durrett

**STATE OF TENNESSEE
COUNTY OF MONTGOMERY**

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, **Jim Durrett, County Mayor**, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the County Mayor of the maker, Montgomery County, Tennessee, and he is authorized by the maker to execute the instrument on behalf of the maker.

Witness my hand and seal this ___ day of _____, 2015.

NOTARY PUBLIC

My commission expires _____

(SEAL)

THE CITY OF CLARKSVILLE

By: _____
Mayor Kim McMillan

ATTEST:

Sylvia Skinner, City Clerk

**STATE OF TENNESSEE
COUNTY OF MONTGOMERY**

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, **Kim McMillan, Mayor**, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee Corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

Witness my hand and seal this ___ day of _____, 2015.

NOTARY PUBLIC

My commission expires _____

(SEAL)

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS
APPROVING ACCEPTANCE OF DEEDS OF LAND, IN FEE SIMPLE, FOR THE
USE BY MONTGOMERY COUNTY AS A “COMMUNITY GARDEN” WITH
EXCLUSIVE OPTION TO “REPURCHASE” THE PROPERTY
CONVEYED FOR THE CONSIDERATION OF \$10.00**

WHEREAS, the Board of County Commissioners has been advised that certain pieces of property are available for grant in fee simple to Montgomery County, Tennessee, with a right of repurchase; and

WHEREAS, Montgomery County, as the fee simple holder of the same, may utilize the same for community purposes, including but not limited to a “community garden”; and

WHEREAS, the interest of the public is served by the grant of the property to Montgomery County and the use of the property by Montgomery County for its citizens; and

WHEREAS, the use by Montgomery County and the benefit to its citizens is not diminished by the right of the Grantor to give thirty (30) days notice for the exercise of an exclusive option to repurchase the property for \$10.00 and Montgomery County would be benefited to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in their regular session on this the 9th day of November, 2015, that the County Mayor is authorized to enter into said agreements, contracts, and documents, and to execute the same, to allow Montgomery County to obtain fee simple ownership of properties with an existing property address of 129 South Third Street, 131 South Third Street, 137 South Third Street, and 139 South Third Street, Clarksville, Tennessee, to hold the same in fee simple for the use of Montgomery County and its citizens for a “community garden” or such other purposes, with a legal right for the exercise of an exclusive option to repurchase the property to their original Grantors upon the Grantors giving at least thirty (30) days notice of its request for repurchase, and for the consideration of \$10.00.

Duly passed and approved this 9th day of November, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS
REQUESTING AMENDMENT OF CHAPTER 167 OF THE PRIVATE ACTS
OF 1979 BY THE LOCAL LEGISLATIVE DELEGATION TO ADD
TO THE DEFINITION OF "PERSON" THE TERM
"GOVERNMENTAL UNITS"**

WHEREAS, the laws of the State of Tennessee allow for the taxing of a privilege tax on the occupancy of any rooms, lodgings, or accommodations in the State of Tennessee; and

WHEREAS, said "governmental units" are exempt from said tax unless they are specifically named in the definition of "person" in the Private Act of Montgomery County according to interpretation of Attorney General Opinion 83-382; and

WHEREAS, other governmental entities which may levy a privilege tax have made said amendment so that "governmental units" are not exempt from the payment of said tax, as are all other lodging persons or entities defined therein; and

WHEREAS, it is in the best interest of Montgomery County to include the obligation to pay the privilege tax for "governmental units," this resolution being in the best interest of Montgomery County.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Board of Commissioners assembled in regular session on this the 9th day of November, 2015, that the County Mayor is authorized to convey all information to the local legislative delegation, requesting an amendment of Section 1(a) of Chapter 167 of the Private Acts of 1979 so that the definition of "person" shall be amended to include "governmental units".

Duly passed and approved this 9th day of November, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk

RESOLUTION TO ACCEPT FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, INC. GRANT AND TO APPROPRIATE FUNDS

WHEREAS, the Montgomery County Volunteer Fire Service was awarded a grant from the Firehouse Subs Public Safety Foundation, Inc. in the amount of thirteen thousand eight hundred ninety one dollars (\$13,891.00); and

WHEREAS, the grant is for the purchase of an inflatable boat with a jet driven motor and trailer for the Montgomery County Rescue Squad; and

WHEREAS, this inflatable boat will greatly decrease response times for emergency services in the shallow waterways in Montgomery County; and

WHEREAS, the grant expires April 30, 2016; and

WHEREAS, this grant consists of all pass-through dollars and will not require any matching county funds and there are no continuation project requirements.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this 9th day of November 2015, that the following appropriates are approved.

**County General Fund
Revenue**

101-54310-00000-54-48130	Contributions	\$13,891.00
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**Expenditures
Other Emergency Management**

101-54310-00000-54-57900	Other Equipment	\$ 13,891.00
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Total		<u>\$13,891.00</u>
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Duly passed and approved this 9th day of November, 2015.

Sponsor _____

Commissioner _____

Approved _____

County Mayor

Attested _____

County Clerk