

**CALL TO ORDER** - Mayor Durrett

**CITIZENS TO ADDRESS THE COMMISSION**

1. Barry Schmittou – Mars PetCare
2. Tracie Hogan – Animal Control

**PRESENTATIONS** – Certificates of Appreciation for Project Transformation Interns – Pastor Lisa Martin and Courtney Aldrich

1. Courtney Cobb
2. Ellie Crain
3. Ben Grayer
4. Lanece McCoy
5. Quinton Oglesby
6. Abney Parchman
7. Rose Thompson
8. Wayne White

**REPORTS/UPDATES ON MEETINGS**

1. Airport Liaison Report – Commissioner Ron Sokol
2. School Liaison Report – Commissioner John Genis

**ZONING RESOLUTIONS**

**CZ-14-2017:** Application of Ronald K. Britcher from C-5 to R-1

**OTHER RESOLUTIONS**

- 17-8-1:** Resolution of the Montgomery County Board of Commissioners Approving Amendment to the 2017-18 School Budget for One Time Funding with the Customs House Museum
- 17-8-2:** Resolution to Adopt the 2012 Edition of the International Building Code; the 2012 International Residential Code; the International Plumbing Code; the International Mechanical Code; the 2012 International Fire Code; the 2009 International Energy Code; the 2012 International Fuel and Gas Code; the 2009 International Property Maintenance Code and the 2009 ICC/ANSI A117.1 Accessible & Usable Buildings & Facility Code
- 17-8-3:** Resolution to Accept Grant Funding for the Montgomery County Animal Control Through Petsmart Charities

- 17-8-4:** Resolution to Adopt the Updated Animal Care and Control Regulations Pursuant to Tennessee Code Annotated (TCA) §§ 6-2-201(22) and (23) and 5-1-118 and 120
- 17-8-5:** Resolution to Accept a Donation of Land for the Location of an Emergency Medical Service Facility
- 17-8-6:** Resolution Appropriating Additional Funds to Operate an Ice Rink at Civic Plaza and Associated Revenues Thereto

## **REPORTS**

1. County Mayor Nominations and Appointments – Mayor Durrett

## **REPORTS FILED**

1. Minutes from July 10, 2017
2. Driver Safety Program Quarterly Report: Revenue & Attendees April – June, 2017
3. Trustee's Report
4. Library's Annual Report
5. Circuit Court's Annual Financial Reports: Circuit, General Sessions, Juvenile Courts
6. Chancery Court's Annual Financial
7. County Clerk's Annual Financial Report
8. Building & Codes Monthly Report
9. Capital Project Quarterly Report

## **OLD BUSINESS**

## **ANNOUNCEMENTS**

1. The Legislative Reception will be held on Tuesday, September 26, beginning at 5:30 p.m. at the Civic Hall. Please make plans to attend and support our legislative agenda.
2. The TCCA Annual Regional meeting will be held at Paris Landing State Park on September 7 at 5:30 p.m. We will have a jury van available if anyone would like to ride and will leave the parking lot at 4:30. Let Debbie know if you would like to attend.

## **ADJOURN**



**Public Participation at County Commission Meetings**  
(Request to Appear before the Board of Commissioners)

This form must be completed and returned to the County Mayor at least 72 hours before the date of the informal monthly meeting at which you wish to speak. The informal monthly meeting is on the first Monday of each month at 6:00 p.m. unless that Monday is a holiday. If that occurs, the informal meeting will take place the following Tuesday.

Unless you are notified to the contrary, you will be placed on the agenda subject to the following rules:

1. Time limit of presentation will not exceed three (3) minutes.
2. Subject matter should be limited to issues, without reference to personalities.
3. Presentation will be in consonance with good taste and decorum befitting the occasion and dignity of the county commission meeting.
4. The chairman may interrupt or terminate a presentation when it is too lengthy, personally directed, abusive, obscene or irrelevant.
5. The chairman may limit the number of individuals who will be recognized to speak on one side of any given issue. The number of presentations to be made at any given county commission meeting may also be limited in the discretion of the chairman.
6. A brief outline of the presentation and its relationship to the business of the county commission must be included with this request form.

Name Barry Schmittou

Address 2402 Old Ashland City Rd. Clarksville, TN. 37043

Telephone 931-249-7449

Subject Matter - Mars PetCare based in Franklin Tennessee initiating pilot programs that include "education, policy work, philanthropy and direct action by Mars Petcare US." The first pilot initiatives are in Nashville and Franklin, Tennessee. They plan to test in small, medium and large cities.

Individual or organization (if any) you represent \_\_\_\_\_

Address \_\_\_\_\_

Signature Barry Schmittou      Date 8/3/17

Please email to [dlgentry@mcgtn.net](mailto:dlgentry@mcgtn.net)  
or Fax to 553-5177, attention Debbie Gentry

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Name Tracie Hogan\_\_\_\_\_

Address 1071 Oak Plains Road Clarksville, TN 37043\_\_\_\_\_

Telephone 425-780-0563\_\_\_\_\_

Subject Matter Changes needed at Mont Co Animal Control\_\_\_\_\_

Individual or organization (if any) you represent Volunteers and Rescue Organizations

Address \_\_\_\_\_

Signature \_\_\_Tracie Hogan\_(via email)\_\_\_\_\_ Date 8/4/2017





## COUNTY ZONING ACTIONS

The following case(s) will be considered for final action at the formal session of the Board of County Commissioners meeting on: **Monday, August 14, 2017**. The public hearing will be held on: **Monday, August 7, 2017**.

CASE NUMBER: CZ-14-2017

Applicant: Ronald K Britcher

Location: Property fronting on the south frontage of Woodlawn Rd. 2,200 +/- feet west of the Dover Rd. & Woodlawn Rd. intersection.

Request: C-5 Highway and Arterial Commercial District to  
R-1 Single-Family Residential District

County Commission District: 7

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

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**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**

**STAFF REVIEW - ZONING**

**RPC MEETING DATE:** 07/26/2017

**CASE NUMBER:** CZ - 14 - 2017

**NAME OF APPLICANT:** Ronald K

Britcher

**AGENT:**

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**GENERAL INFORMATION**

**PRESENT ZONING:** C-5

**PROPOSED ZONING:** R-1

**EXTENSION OF ZONE**

**CLASSIFICATION:** YES

**APPLICANT'S STATEMENT** Single residential dwelling  
**FOR PROPOSED USE:**

**PROPERTY LOCATION:** Property fronting on the south frontage of Woodlawn Rd. 2,200 +/- feet west of the Dover Rd. & Woodlawn Rd. intersection.

**ACREAGE TO BE REZONED:** 4.0

**DESCRIPTION OF PROPERTY** Level lot with single family residence.  
**AND SURROUNDING USES:**

**GROWTH PLAN AREA:**

PGA **TAX PLAT:** 053

**PARCEL(S):** 79.00

**CIVIL DISTRICT:** 8th

**CITY COUNCIL WARD:** N/A

**COUNTY COMMISSION DISTRICT:** 7

**PREVIOUS ZONING HISTORY:**

(to include zoning, acreage and  
action by legislative body)

# CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION

## STAFF REVIEW - ZONING

### DEPARTMENT COMMENTS

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

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

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

**1. CITY ENGINEER/UTILITY DISTRICT:**

No Comment(s) Received

2.

**1a. COST TO ENGINEER/UTILITY DISTRICT:**

No Comment(s) Received

**2. STREET DEPARTMENT/**

**COUNTY HIGHWAY DEPARTMENT:**

3.

**2a. COST TO STREET/HIGHWAY DEPT.:**

Comments Received From Department And They Had No Concerns.

**3. DRAINAGE COMMENTS:**

4.

**3a. DRAINAGE COST:**

**4. CDE/CEMC:**

5.

**4a. COST TO CDE/CEMC:**

**5. CHARTER COMM./BELL SOUTH:**

6.

**5a. COST TO CHARTER AND/OR BELL SOUTH:**

**6. FIRE DEPT/EMERGENCY MGT.:**

7.

Comments Received From Department And They Had No Concerns.

**6a. COST FIRE DEPT/EMERGENCY MGT.:**

**7. POLICE DEPT/SHERIFF'S OFFICE:**

8.

**7a. COST TO POLICE DEPT./SHERIFF'S DEPT:**

**8. CITY BUILDING DEPARTMENT/  
COUNTY BUILDING DEPARTMENT:**

9.

Comments Received From Department And They Had No Concerns.

**8a. COST TO CITY/COUNTY BLDG. & CODES:**

**9. SCHOOL SYSTEM:**

ELEMENTARY: **WOODLAWN**

MIDDLE SCHOOL: **NEW PROVIDENCE**

HIGH SCHOOL: **NORTHWEST**

10.

**9a. COST TO SCHOOL SYSTEM:**

**10. FT. CAMPBELL:**

**10a. COST TO FT. CAMPBELL:**

**11. OTHER COMMENTS:**

11.



**CLARKSVILLE-MONTGOMERY COUNTY REGIONAL PLANNING COMMISSION**

**STAFF REVIEW - ZONING**

**PLANNING STAFF'S STUDY AND RECOMMENDATION**

**IMPACT OF PROPOSED USE ON SURROUNDING DEVELOPMENT:** Minimal

**INFRASTRUCTURE:**

**WATER SOURCE:** WOODLAWN

**PIPE SIZE:**

**SEWER SOURCE:** SEPTIC

**ACCESSIBILITY:** WOODLAWN RD.

**DRAINAGE:**  
VARIES

**DEVELOPMENT ESTIMATES:**

**APPLICANT'S ESTIMATES**

**HISTORICAL ESTIMATES**

**LOTS/UNITS:**

**ROAD MILES:**

**POPULATION:**

**ELEMENTARY SCHOOL STUDENTS:**

**MIDDLE SCHOOL STUDENTS:**

**HIGH SCHOOL STUDENTS:**

**APPLICABLE COMPREHENSIVE PLAN ELEMENTS:**

Woodlawn Planning Area (Planning Area # 16) The planning area has access to the "Back Gate" of Ft. Campbell and thus is a favorite off-post venue for military personnel, given its convenient proximity. It is thought that this area has its future more tightly tied to the military reservation than most. U.S. 79 known locally as Dover Road is the major east-west axis in this planning area.

**STAFF RECOMMENDATION:** **APPROVAL**

1. The proposed zoning request is consistent with Growth Plan (as in the County) and adopted Land Use Plan.
2. Adequate infrastructure serves the site.
3. No adverse environmental issues were identified relative to this request.
4. Proposed request brings the existing residential use into compliance.
- 5.

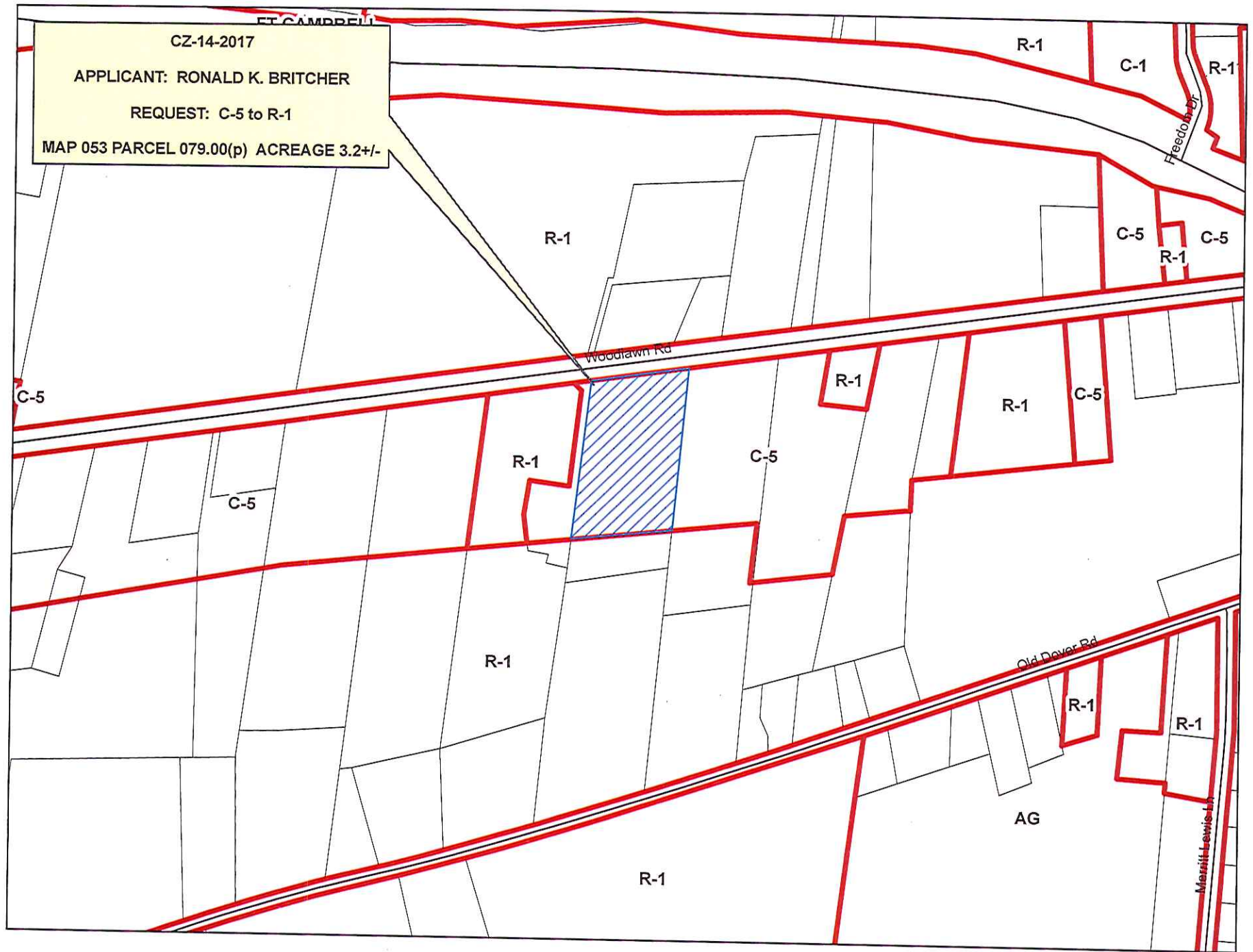


CZ-14-2017

APPLICANT: RONALD K. BRITCHER

REQUEST: C-5 to R-1

MAP 053 PARCEL 079.00(p) ACREAGE 3.2+/-



CASE NUMBER: CZ 14 2017 MEETING DATE 07/26/2017

APPLICANT: Ronald K Britcher

PRESENT ZONING C-5 PROPOSED ZONING R-1

TAX PLAT # 053 PARCEL 79.00

GEN. LOCATION Property fronting on the south frontage of Woodlawn Rd. 2,200 +/- feet west of the  
Dover Rd. & Woodlawn Rd. intersection.

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**PUBLIC COMMENTS**

None received as of 9:00 a.m. on 7/26/2017 (jhb).

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
RONALD K BRITCHER**

WHEREAS, an application for a zone change from C-5 Highway and Arterial Commercial District to R-1 Single-Family Residential District has been submitted by Ronald K Britcher and

WHEREAS, said property is identified as County Tax Map 053, parcel 79.00, containing 4.0 acres, situated in Civil District 13, located Property fronting on the south frontage of Woodlawn Rd. 2,200 +/- feet west of the Dover Rd. & Woodlawn Rd. intersection; and

WHEREAS, said property is described as follows:

Beginning at a point, said point being 2,052 +/- feet west of the Woodlawn Rd & US Highway 79 intersection, further identified as the northwest corner of the Tommy Corbin Yarbrough property, thence in a southerly direction 477 +/- feet with the western boundary of the Yarbrough property to a point, said point being in the western boundary of the Yarbrough property and an existing zoning line between C-5 & R-1, thence in a westerly direction 301 +/- with the existing zoning boundary to a point, said point being in the eastern boundary of the Frank Mills property, thence in a northerly direction 469 +/- feet with the eastern boundary of the Mills property to a point, said point being in the southern right of way margin of Woodlawn Road and the northeast corner of the Mills property, thence in a easterly direction 282 +/- feet with the southern right of way margin of Woodlawn Rd. to the point of beginning of said herein described tract containing 4.0 +/- acres, further identified as portion Tax Map, 53, parcel 79.00

WHEREAS, the Planning Commission staff recommends APPROVAL and the Regional Planning Commission recommends APPROVAL of said application.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 14th day of August, 2017, that the zone classification of the property of Ronald K Britcher from C-5 to R-1 is hereby approved.

Duly passed and approved this 14th day of August, 2017.

Sponsor David A. Hippke  
Commissioner Joe Reed  
Approved \_\_\_\_\_

Attested: \_\_\_\_\_  
County Clerk

County Mayor

RESOLUTION OF THE MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS APPROVING  
AMENDMENT TO THE 2017-18 SCHOOL BUDGET  
FOR ONE TIME FUNDING WITH THE CUSTOMS HOUSE MUSEUM

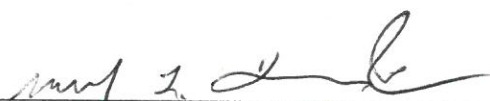
**WHEREAS**, the proposed amendment to the General Purpose School Fund Budget reflects an opportunity for CMCSS to partner with the Customs House Museum for the benefit of the district's students, and,

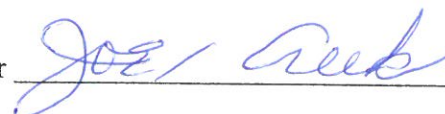
**WHEREAS**, The Clarksville-Montgomery County Museum is a recognized nonprofit, tax-exempt 501(c)(3) U.S. organization. The Museum's mission is to collect, preserve and interpret historical, artistic and scientific material; and, its vision is to expose the widest audience possible to the creativity and ingenuity of the human spirit through art, science and history within the context of cultural diversity. The Museum is governed by a Board of Trustees and operated by a professional staff of twelve full-time and two part-time employees.

**WHEREAS**, the Museum inaugurated the MYcard pilot program to provide Clarksville-Montgomery School System students grades K-11 with free access to entertaining and educational experiences that bridge academic years, build civic pride, and encourage a sense of ownership in "their museum." Each eligible student receives a MYcard that provides free student admission to the Museum from May through September of 2017. This new initiative was sponsored by the Clarksville-Montgomery County School System.

**WHEREAS**, the Clarksville-Montgomery County Board of Education has studied and approved the proposed amendment on July 18, 2017, for recommendation to the Montgomery County Board of Commissioners.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of County Commissioners assembled in Regular Business Session on this 14<sup>th</sup> day of August, 2017, that the 2017-18 School Budget be amended as per the attached schedule.

Sponsor 

Commissioner 

Approved \_\_\_\_\_  
County Mayor

Attested \_\_\_\_\_  
County Clerk



# Clarksville-Montgomery County School System

## General Purpose School Fund Budget

2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
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### Estimated Revenues

#### Local Revenues

Current Property Tax	28,126,300	28,126,300	-	28,126,300
Trustees Collection - Prior Years	825,000	825,000	-	825,000
Cir. Clk/Clk Mastr Coll	381,951	381,951	-	381,951
Interest & Penalties	316,000	316,000	-	316,000
Payments In Lieu of Taxes (Utility)	724,409	724,409	-	724,409
Local Option Sales Tax	50,024,000	50,024,000	-	50,024,000
Wheel Tax	4,590,000	4,590,000	-	4,590,000
Business Tax	742,300	742,300	-	742,300
Mixed Drink Tax	380,000	380,000	-	380,000
Bank Excise Tax	108,960	108,960	-	108,960
Interstate Telecommunications Tax	15,200	15,200	-	15,200
Archives & Records Management Fee	8,400	8,400	-	8,400
Tuition - Regular Day Students	55,000	55,000	-	55,000
School Based Health Program	76,720	76,720	-	76,720
Criminal Background Fee	36,300	36,300	-	36,300
School to Work - Oasis Cafe	35,000	35,000	-	35,000
Lease/Rentals	50,000	50,000	-	50,000
Sale of Recycled Materials	6,000	6,000	-	6,000
E-Rate Funding	15,508	15,508	-	15,508
Misc. Refund - Other	39,910	39,910	-	39,910
Sale of Equipment	40,000	40,000	-	40,000
Damages from Individuals	3,435	3,435	-	3,435
Contributions & Gifts	36,800	36,800	-	36,800
<b>Total Local Revenues</b>	<b>86,637,193</b>	<b>86,637,193</b>	<b>-</b>	<b>86,637,193</b>

<p align="center"><b>Clarksville-Montgomery County School System</b>  <b>General Purpose School Fund Budget</b></p>
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	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>State Revenues</b>				
Transition School To Work	131,217	131,217	-	131,217
Basic Education Program	155,274,000	155,274,000	-	155,274,000
Early Childhood Education	1,564,000	1,564,000	-	1,564,000
Other State Education Funds	149,000	149,000	-	149,000
Career Ladder Program	455,400	455,400	-	455,400
Income Tax	128,430	128,430	-	128,430
<b>Total State Revenues</b>	<b>157,702,047</b>	<b>157,702,047</b>	<b>-</b>	<b>157,702,047</b>
<b>Federal Revenues</b>				
Educ. of the Handicapped Act	183,906	183,906	-	183,906
Public Law 874 (Impact Aid)	2,500,000	2,500,000	-	2,500,000
JROTC	620,000	620,000	-	620,000
Adult Literacy	31,494	31,494	-	31,494
<b>Total Federal Revenues</b>	<b>3,335,400</b>	<b>3,335,400</b>	<b>-</b>	<b>3,335,400</b>
<b>Non-Revenue Sources</b>				
Capital Lease Proceeds	2,000,000	2,000,000	-	2,000,000
Insurance Recovery	1,000	1,000	-	1,000
Operating Transfers	182,800	182,800	-	182,800
<b>Total Non-Revenue Sources</b>	<b>2,183,800</b>	<b>2,183,800</b>	<b>-</b>	<b>2,183,800</b>
<b>Total Revenues</b>	<b>249,858,440</b>	<b>249,858,440</b>	<b>-</b>	<b>249,858,440</b>

<b>Clarksville-Montgomery County School System</b> <b>General Purpose School Fund Budget</b>
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	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b><i>Beginning Reserves and Fund Balance</i></b>				
Reserve for On-The-Job Injury	402,218	402,218	-	402,218
Reserve for Property & Liability Insurance	781,000	781,000	-	781,000
Reserve for BEP	-	-	-	-
Reserve for Career Ladder	4,535	4,535	-	4,535
Assign for Education - Munis Systems	457,250	457,250	-	457,250
Assign for Education - School Bus Replacements	1,860,000	1,860,000	-	1,860,000
Assign for Technology Equipment, Purchases and Leases	5,033,000	5,033,000	-	5,033,000
Assign for Education - TCRS	-	-	-	-
<b>Total Reserves</b>	<b>8,538,003</b>	<b>8,538,003</b>	<b>-</b>	<b>8,538,003</b>
<b>Beginning Fund Balance</b>	<b>18,122,557</b>	<b>18,122,557</b>	<b>-</b>	<b>18,122,557</b>
<b><i>Total Reserves and Fund Balance</i></b>	<b>26,660,560</b>	<b>26,660,560</b>	<b>-</b>	<b>26,660,560</b>
<b><i>Total Available Funds</i></b>	<b>276,519,000</b>	<b>276,519,000</b>	<b>-</b>	<b>276,519,000</b>

# Clarksville-Montgomery County School System

## General Purpose School Fund Budget

	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b><u>Expenditures (Appropriations)</u></b>				
<b>71100 - Regular Instruction</b>				
Salaries	93,193,598	93,193,598	-	93,193,598
Employee Benefits	30,358,256	30,358,256	-	30,358,256
Contracted Services	599,700	599,700	-	599,700
Supplies and Materials	2,738,672	2,738,672	-	2,738,672
Equipment	60,200	60,200	-	60,200
Student Fee Waivers	487,750	487,750	-	487,750
<b>Total 71100 - Regular Instruction</b>	<b>127,438,176</b>	<b>127,438,176</b>	<b>-</b>	<b>127,438,176</b>
<b>71150 - Alternative School</b>				
Salaries	938,089	938,089	-	938,089
Employee Benefits	302,371	302,371	-	302,371
Contracted Services	4,600	4,600	-	4,600
Supplies and Materials	3,000	3,000	-	3,000
<b>Total 71150 - Alternative School</b>	<b>1,248,060</b>	<b>1,248,060</b>	<b>-</b>	<b>1,248,060</b>
<b>71200 - Special Education</b>				
Salaries	20,607,173	20,607,173	-	20,607,173
Employee Benefits	6,995,151	6,995,151	-	6,995,151
Contracted Services	34,500	34,500	-	34,500
Supplies and Materials	85,000	85,000	-	85,000
Equipment	10,000	10,000	-	10,000
<b>Total 71200 - Special Education</b>	<b>27,731,824</b>	<b>27,731,824</b>	<b>-</b>	<b>27,731,824</b>



# Clarksville-Montgomery County School System

## General Purpose School Fund Budget

CMCSS

	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>71300 - Vocational Education</b>				
Salaries	3,972,839	3,972,839	-	3,972,839
Employee Benefits	1,283,753	1,283,753	-	1,283,753
Contracted Services	1,500	1,500	-	1,500
Supplies and Materials	371,250	371,250	-	371,250
Equipment	140,000	140,000	-	140,000
<b>Total 71300 - Vocational Education</b>	<b>5,769,342</b>	<b>5,769,342</b>	<b>-</b>	<b>5,769,342</b>
<b>72110 - Student Services</b>				
Salaries	650,933	650,933	-	650,933
Employee Benefits	204,508	204,508	-	204,508
Contracted Services	7,100	7,100	-	7,100
Supplies and Materials	10,400	10,400	-	10,400
Staff Development	7,000	7,000	-	7,000
<b>Total 72110 - Student Services</b>	<b>879,941</b>	<b>879,941</b>	<b>-</b>	<b>879,941</b>
<b>72120 - Health Services</b>				
Salaries	1,205,842	1,205,842	-	1,205,842
Employee Benefits	429,295	429,295	-	429,295
Contracted Services	1,000	1,000	-	1,000
Supplies and Materials	29,395	29,395	-	29,395
Equipment	2,000	2,000	-	2,000
<b>Total 72120 - Health Services</b>	<b>1,667,532</b>	<b>1,667,532</b>	<b>-</b>	<b>1,667,532</b>

## Clarksville-Montgomery County School System

### General Purpose School Fund Budget

	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<b>72130 - Other Student Support</b>					
Salaries	6,463,352	6,463,352	-	6,463,352	
Employee Benefits	1,935,672	1,935,672	-	1,935,672	
Contracted Services	295,430	295,430	30,000	325,430	CMCSS/Customs House Museum Partnership
Supplies and Materials	1,200	1,200	-	1,200	
Other Charges	1,096	1,096	-	1,096	
<b>Total 72130 - Other Student Support</b>	<b>8,696,750</b>	<b>8,696,750</b>	<b>30,000</b>	<b>8,726,750</b>	
<b>72210 - Regular Instruction Support</b>					
Salaries	9,722,150	9,722,150	-	9,722,150	
Employee Benefits	3,109,525	3,109,525	-	3,109,525	
Contracted Services	96,509	96,509	-	96,509	
Supplies and Materials	1,009,255	1,009,255	-	1,009,255	
Equipment	7,500	7,500	-	7,500	
Staff Development	308,772	308,772	-	308,772	
School to Work/High School Graduation	20,500	20,500	-	20,500	
<b>Total 72210 - Regular Instruction Support</b>	<b>14,274,211</b>	<b>14,274,211</b>	<b>-</b>	<b>14,274,211</b>	
<b>72215 - Alternative School Support</b>					
Salaries	19,924	19,924	-	19,924	
Employee Benefits	10,402	10,402	-	10,402	
<b>Total 72215 - Alternative School Support</b>	<b>30,326</b>	<b>30,326</b>	<b>-</b>	<b>30,326</b>	

<b>Clarksville-Montgomery County School System</b> <b>General Purpose School Fund Budget</b>
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	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>72220 - Special Education Support</b>				
Salaries	2,370,457	2,370,457	-	2,370,457
Employee Benefits	700,460	700,460	-	700,460
Contracted Services	126,960	126,960	-	126,960
Supplies and Materials	90,389	90,389	-	90,389
Equipment	500	500	-	500
Staff Development	20,500	20,500	-	20,500
<b>Total 72220 - Special Education Support</b>	<b>3,309,266</b>	<b>3,309,266</b>	<b>-</b>	<b>3,309,266</b>
<b>72230 - Vocational Education Support</b>				
Salaries	97,726	97,726	-	97,726
Employee Benefits	29,439	29,439	-	29,439
Supplies and Materials	1,000	1,000	-	1,000
Staff Development	2,000	2,000	-	2,000
<b>Total 72230 - Vocational Education Support</b>	<b>130,165</b>	<b>130,165</b>	<b>-</b>	<b>130,165</b>
<b>72250 - Technology</b>				
Salaries	1,144,250	1,144,250	-	1,144,250
Employee Benefits	355,614	355,614	-	355,614
Contracted Services	5,039,552	5,039,552	-	5,039,552
Supplies and Materials	2,920,720	2,920,720	-	2,920,720
Equipment	3,075,000	3,075,000	-	3,075,000
Staff Development	32,460	32,460	-	32,460
<b>Total 72250 - Technology</b>	<b>12,567,596</b>	<b>12,567,596</b>	<b>-</b>	<b>12,567,596</b>
<b>72260 - Adult Education Support</b>				
Salaries	180,689	180,689	-	180,689
Employee Benefits	30,314	30,314	-	30,314
<b>Total 72260 - Adult Education Support</b>	<b>211,003</b>	<b>211,003</b>	<b>-</b>	<b>211,003</b>

## Clarksville-Montgomery County School System

### General Purpose School Fund Budget

	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>72310 - Board of Education</b>				
Salaries	62,450	62,450	-	62,450
Employee Benefits	1,248,029	1,248,029	-	1,248,029
Contracted Services	159,353	159,353	-	159,353
Insurance Premiums	815,160	815,160	-	815,160
Trustee's Commission	1,260,000	1,260,000	-	1,260,000
Staff Development	13,000	13,000	-	13,000
Background Investigations/Prof. Dev.	65,000	65,000	-	65,000
Community Relations	500	500	-	500
<b>Total 72310 - Board of Education</b>	<b>3,623,492</b>	<b>3,623,492</b>	<b>-</b>	<b>3,623,492</b>
<b>72320 - Director of Schools</b>				
Salaries	257,746	257,746	-	257,746
Employee Benefits	78,912	78,912	-	78,912
Contracted Services	62,500	62,500	-	62,500
Supplies and Materials	1,350	1,350	-	1,350
Staff Development	10,000	10,000	-	10,000
<b>Total 72320 - Director of Schools</b>	<b>410,508</b>	<b>410,508</b>	<b>-</b>	<b>410,508</b>
<b>72320 - Printing and Communications</b>				
Salaries	548,230	548,230	-	548,230
Employee Benefits	227,970	227,970	-	227,970
Contracted Services	74,985	74,985	-	74,985
Supplies and Materials	60,776	60,776	-	60,776
Equipment	13,150	13,150	-	13,150
Staff Development	22,678	22,678	-	22,678
<b>Total 72320 - Printing and Communications</b>	<b>947,789</b>	<b>947,789</b>	<b>-</b>	<b>947,789</b>

<b>Clarksville-Montgomery County School System</b> <b>General Purpose School Fund Budget</b>
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	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>72410 - Office of the Principal</b>				
Salaries	13,276,190	13,276,190	-	13,276,190
Employee Benefits	4,929,039	4,929,039	-	4,929,039
Contracted Services	58,791	58,791	-	58,791
Equipment	25,000	25,000	-	25,000
Staff Development	39,000	39,000	-	39,000
<b>Total 72410 - Office of the Principal</b>	<b>18,328,020</b>	<b>18,328,020</b>	<b>-</b>	<b>18,328,020</b>
<b>72510 - Business Affairs</b>				
Salaries	2,006,097	2,006,097	-	2,006,097
Employee Benefits	764,611	764,611	-	764,611
Contracted Services	69,895	69,895	-	69,895
Supplies and Materials	33,662	33,662	-	33,662
Staff Development	37,575	37,575	-	37,575
<b>Total 72510 - Business Affairs</b>	<b>2,911,840</b>	<b>2,911,840</b>	<b>-</b>	<b>2,911,840</b>
<b>72520 - Human Resources</b>				
Salaries	1,751,475	1,751,475	-	1,751,475
Employee Benefits	552,076	552,076	-	552,076
Contracted Services	96,051	96,051	-	96,051
Supplies and Materials	43,017	43,017	-	43,017
Equipment	180,500	180,500	-	180,500
Staff Development	31,000	31,000	-	31,000
<b>Total 72520 - Human Resources</b>	<b>2,654,119</b>	<b>2,654,119</b>	<b>-</b>	<b>2,654,119</b>

# Clarksville-Montgomery County School System

## General Purpose School Fund Budget

	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>72610 - Operation of Plant</b>				
Salaries	5,745,121	5,745,121	-	5,745,121
Employee Benefits	2,736,139	2,736,139	-	2,736,139
Contracted Services	480,150	480,150	-	480,150
Supplies and Materials	506,130	506,130	-	506,130
Equipment	81,000	81,000	-	81,000
Utilities	7,365,000	7,365,000	-	7,365,000
Insurance Premiums	497,770	497,770	-	497,770
Staff Development	5,000	5,000	-	5,000
<b>Total 72610 - Operation of Plant</b>	<b>17,416,310</b>	<b>17,416,310</b>	<b>-</b>	<b>17,416,310</b>
<b>72620 - Maintenance of Plant</b>				
Salaries	2,757,440	2,757,440	-	2,757,440
Employee Benefits	1,172,283	1,172,283	-	1,172,283
Contracted Services	1,484,857	1,484,857	-	1,484,857
Supplies and Materials	1,208,788	1,208,788	-	1,208,788
Equipment	2,000	2,000	-	2,000
Insurance Premiums	62,160	62,160	-	62,160
Staff Development	10,000	10,000	-	10,000
<b>Total 72620 - Maintenance of Plant</b>	<b>6,697,528</b>	<b>6,697,528</b>	<b>-</b>	<b>6,697,528</b>
<b>73400 - Early Childhood Education</b>				
Salaries	1,507,753	1,507,753	-	1,507,753
Employee Benefits	631,711	631,711	-	631,711
Contracted Services	1,000	1,000	-	1,000
Supplies and Materials	8,000	8,000	-	8,000
Staff Development	6,000	6,000	-	6,000
<b>Total 73400 - Early Childhood Education</b>	<b>2,154,464</b>	<b>2,154,464</b>	<b>-</b>	<b>2,154,464</b>

# Clarksville-Montgomery County School System

## General Purpose School Fund Budget

CMCSS

	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<b>82130 - Debt Service</b>				
Principal on Lease	616,865	616,865	-	616,865
Interest on Lease	8,398	8,398	-	8,398
<b>Total 82130 - Debt Service</b>	<b>625,263</b>	<b>625,263</b>	<b>-</b>	<b>625,263</b>
<b>82230 - Debt Service</b>				
Interest Payments	24,375	24,375	-	24,375
<b>Total 82230 - Debt Service</b>	<b>24,375</b>	<b>24,375</b>	<b>-</b>	<b>24,375</b>
<b>99100 - Interfund Transfers</b>				
Other Charges	296,882	296,882	-	296,882
Debt Service	565,875	565,875	-	565,875
<b>Total 99100 - Interfund Transfers</b>	<b>862,757</b>	<b>862,757</b>	<b>-</b>	<b>862,757</b>
<b>Total Expenditures</b>	<b>260,610,657</b>	<b>260,610,657</b>	<b>30,000</b>	<b>260,640,657</b>

**Ending Reserves and Fund Balance**

Fund Balance	7,864,988	7,864,988	(30,000)	7,834,988
On-The-Job Injury Reserve	402,218	402,218	-	402,218
Property & Liability Insurance Reserve	781,000	781,000	-	781,000
BEP Reserve	-	-	-	-
Career Ladder Reserve	6,769	6,769	-	6,769
Assign for Education - Munis Systems	210,868	210,868	-	210,868
Assign for Education - School Bus Replacements	1,609,500	1,609,500	-	1,609,500
Assign for Technology Equipment, Purchases and Leases	5,033,000	5,033,000	-	5,033,000
Assign for Education - TCRS	-	-	-	-
<b>Total Reserves and Fund Balance</b>	<b>15,908,343</b>	<b>15,908,343</b>	<b>(30,000)</b>	<b>15,878,343</b>

Projected fund balance at 6/30/18

07/10/2017

<b>Clarksville-Montgomery County School System General Purpose School Fund Budget</b>
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CMCSS

	2017-2018 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
<i>Total Expenditures, Reserves and Fund Balance</i>	276,519,000	276,519,000	-	276,519,000

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**RESOLUTION TO ADOPT THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE;  
THE 2012 INTERNATIONAL RESIDENTIAL CODE; THE INTERNATIONAL PLUMBING CODE;  
THE INTERNATIONAL MECHANICAL CODE; THE 2012 INTERNATIONAL FIRE CODE;  
THE 2009 INTERNATIONAL ENERGY CODE; THE 2012 INTERNATIONAL FUEL  
AND GAS CODE; THE 2009 INTERNATIONAL PROPERTY MAINTENANCE  
CODE AND THE 2009 ICC/ANSI A117.1 ACCESSIBLE & USABLE  
BUILDINGS & FACILITY CODE**

**WHEREAS**, the Montgomery County Board of Commissioners has determined that it is in the best interest of the citizens of this county to adopt, in all aspects, the 2012 Code Standards relating to building, housing and fires, to remain compliant with Tennessee Code Annotated (T.C.A.) § 68-120-101-(b)(5)(A); and

**WHEREAS**, this adoption is necessary to facilitate proper inspection activities by Montgomery County, Tennessee, in accordance with international standards relative to construction of and maintenance to builds within said Montgomery County, Tennessee, and the safety, health and general welfare of the public, and to comply with T.C.A. 68-120-101.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 14<sup>th</sup> day of August, 2017, that matters in said codes which are contrary to existing Resolutions of Montgomery County, Tennessee, shall prevail and that Resolution 11-9-2 adopting the 2009 Editions is hereby repealed, and to that extent any existing Resolutions to the contrary are hereby repealed in that respect only.

**BE IT FURTHER RESOLVED** that:

1. The 2012 Edition of the International Building Code, including Appendix B, C and F thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2018, with the following modifications:  
**Section 101.1:** Insert "Montgomery County, Tennessee"  
**Delete:** All respective Wood Span Tables of Chapter 23 of the 2012 IBC.  
**Insert:** Wood Span Tables named "April 2013 Amendments- Legislative Format" as published by the American Wood Council.  
**Section 3412:** Delete entirely; and

2. The 2012 Edition of the International Residential Code, including Appendix G and J thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2018, with the following modifications:

**Section R101.1:** Insert "Montgomery County, Tennessee"

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

Climate And Geographic Design Criteria

Ground Snow Load- 10

Wind Speed -90mph

Seismic Design Category- C

Weathering- Severe

Frost Line Depth- 12 inches

Termite- Moderate to Heavy

Winter Design Temperature- 14 deg.

Ice Shield Under-Layment Required- No

Flood Hazards- 1/14/2008

Freezing index- 500 per 100 years

Mean Annual Temperature- 59 deg.

**Section R313.1:** Delete entirely Townhouse Automatic Fire Sprinkler Systems.

**Section R353.1:** Insert Townhouse Automatic Sprinkler Systems.

"An automatic residential fire sprinkler system shall not be required if a 2 hour fire resistance rated wall exists between units, if such walls do not contain plumbing or and/or mechanical equipment, ducts, or vents in the common wall.

**Delete section R313.2:** Automatic Sprinkler Systems in One and Two Family Dwellings

**Delete:** All respective Wood Span Tables of Chapter 23 of the 2012 IRC.

**Insert:** Wood Span Tables named "April 2013 Amendments- Legislative Format" as published by the American Wood Council.

**Chapter 11:** Delete entirely Energy Conservation code.

**Section P2603.5.1:** Insert "18 inches", "18 inches"

**Section 2904:** Delete entirely Dwelling Unit Fire Sprinkler Systems

**Section 2905.4.2:** Delete wording "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 if the building sewer is not constructed of materials listed in Section P3002.1."

**Delete entirely:** Chapter 34 through 43 (Electrical); and

3. The 2012 Edition of the International Plumbing Code, Including Appendix F, thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2018 with the following modifications:

**Section 101.1:** Insert "Montgomery County, Tennessee"

**Section 106.6.2:** Delete #2 and #3

**Section 305.4.1:** Insert "18 inches", "18 inches"

**Section 603.2:** Delete exception #2

**Section 904.1:** Insert "12 inches" ; and

4. The 2012 Edition of the International Mechanical Code, including Appendix A, thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2018, with the following modifications:  
**Section 101.1:** Insert "Montgomery County, Tennessee"  
**Section 106.5.2:** Delete entirely  
**Section 106.5.3:** Delete entirely; and
5. The 2012 Edition of the International Fire Code, is hereby adopted by reference, effective January 1, 2018, with the following modifications:  
**Section 101.1:** Insert "Montgomery County, Tennessee"; and
6. The 2009 Edition of the International Energy Code, is hereby adopted by reference, effective January 1, 2018, with the following modifications:  
**Section 101.1:** Insert "Montgomery County, Tennessee"; and
7. The 2012 Edition of the International Fuel Gas Code, including Appendix C, thereto, but excluding all other appendices thereto, are hereby adopted by reference, effective January 1, 2018, with the following modifications:  
**Section 101.1:** Insert "Montgomery County, Tennessee"  
**Section 106.6.2:** Delete entirely; and
8. The 2009 Edition of the International Property Maintenance Code, are hereby adopted by reference, effective January 1, 2018, with the following modifications:  
**Section 101.1 Insert:** "Montgomery County, Tennessee"  
**Section 103.5:** Delete entirely  
**Section 112.4:** Delete Entirely  
**Section 302.4:** Insert: 12 inches

**BE IT FURTHER RESOLVED** that within the said codes, when reference is made to the duties of any official named therein, that designated official of Montgomery County, Tennessee, who has duties corresponding to those of the named official in said codes, shall be deemed to be the responsible official insofar as enforcing provisions of said codes are concerned; and

**BE IT FURTHER RESOLVED** that the designated official enforcing the provision of the said codes shall have the authority to insert the appropriate revised or deleted information in provisions requiring specific local information and factual key elements required for insertion into the code text; and

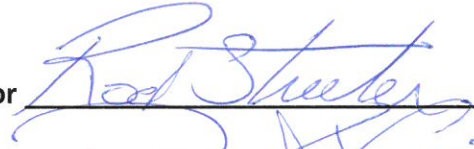
**BE IT FURTHER RESOLVED** that the effective date of the 2012 Edition of the International Codes shall be January 1, 2018, as mandated by the State of Tennessee; and

**BE IT FURTHER RESOLVED** that this Edition of all adopted codes be available for public view at the Montgomery County Clerk's Office and at the Building and Codes Office during regular business hours; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect and be in force from and after its passage, public welfare requiring it.

**Duly passed and approved the 14<sup>th</sup> day of August, 2017.**

Sponsor



Commissioner



Approved

COUNTY MAYOR

Attested

COUNTY CLERK

**RESOLUTION TO ACCEPT GRANT FUNDING FOR THE MONTGOMERY  
COUNTY ANIMAL CARE AND CONTROL THROUGH PETSMART CHARITIES**

**WHEREAS**, the Montgomery County Animal Care and Control (County) has been awarded an unrestricted grant through the PetSmart Charities in the amount of \$36,000.00 to continue the animal welfare initiative for the Rescue Waggin Transitional Grant Program; and

**WHEREAS**, the partnership with PetSmart Charities Rescue Waggin Program supports shelters throughout the country to find forever homes for dogs and cats by transporting and placing them in shelters with a high demand of adopters; and

**WHEREAS**, the County will utilize the unrestricted grant funds toward the costs of vaccinations and parasite treatment upon intake for all shelter pets to increase herd health and decrease days in the shelter; and

**WHEREAS**, the County agreed to Statement of Terms with PetSmart Charities and grant funds will be utilized during the FY2017-2018; and the County has no obligation to continue the program after the end of grant period.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this 14<sup>th</sup> day of August, 2017, that the grant be dispersed as described below:

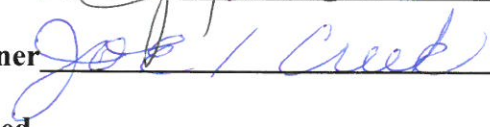
101-55120-00000-55-48610-G1807 Donations	\$36,000.00
101-55120-00000-55-53570-G1807 Vet Services	\$36,000.00

**Duly passed and approved this the 14<sup>th</sup> day of August, 2017.**

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

**RESOLUTION TO ADOPT THE UPDATED ANIMAL CARE AND CONTROL  
REGULATIONS PURSUANT TO TENNESSEE CODE ANNOTATED  
(TCA) §§ 6-2-201(22) AND (23) AND 5-1-118 AND 120**

**WHEREAS**, the Montgomery County Board of Commissioners have determined that it would be beneficial to the inhabitants of Montgomery County, Tennessee, in its unincorporated areas, to adopt animal control regulations; and

**WHEREAS**, the Montgomery County Board of Commissioners are authorized pursuant to TCA §§ 6-2-201(22) and (23) and §§ 5-1-118 and 120 to adopt such regulations in its unincorporated areas. The attached updated regulations supersede any and all previous regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in regular business session on this 14<sup>th</sup> day of August, 2017, that the attached updated Animal Care and Control Regulations are hereby adopted pursuant to the aforesaid authority.

**Duly passed and approved this the 14<sup>th</sup> day of August, 2017.**

Sponsor

Commissioner

Approved

County Mayor

Attested

County Clerk



## MONTGOMERY COUNTY ANIMAL CONTROL REGULATIONS

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.

### ARTICLE 1 - DEFINITIONS

#### **Sec. 1. Definitions**

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:

*"Abandon"* means forsake, desert or absolutely give up an animal previously under the custody or possession of a person without having secured another owner or custodian, or by failing to provide one or more of the elements of adequate care for a period of twenty-four (24) or more consecutive hours.

*"Adequate care"* or *"care"* means the reasonable practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment and, when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when needed to prevent suffering, disease, or the impairment of health.

*"Adequate exercise"* or *"exercise"* means the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size and condition of the animal.

*"Adequate feed"* means the access to and the provision of food which is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal without duress or competition; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species.

*"Adequate shelter"* means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; and

for dogs and cats, provide a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors (i) permit the animals' feet to pass through the openings, (ii) sag under the animals' weight, or (iii) otherwise do not protect the animals' feet or toes from injury are not adequate shelter.

*"Adequate space"* means sufficient space to allow each animal to (i) easily stand sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal and (ii) interact safely with other animals in the enclosure. When an animal is tethered, "adequate space" means a tether that permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness configured so as to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; and is at least 20 feet in length, except when the animal is being walked on a leash or is attached by a tether to a lead line. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to accepted veterinary standards for the species is considered provision of adequate space. ~~Provided, however, that no animal shall be tethered for more than~~<sup>[UMF1]</sup> ~~twelve (12) hours in a twenty four (24) hour period.~~

*"Adequate veterinary care"* means to provide medical care to alleviate suffering, prevent disease transmission, maintain health, and provide available care to prevent diseases through accepted practice by the American Veterinary Medical Association for the age, species, condition, size, and type of each animal.

*"Adequate water"* means provision of and access to clean, fresh, potable water of a drinkable temperature which is provided in a suitable manner, in sufficient volume, and at suitable intervals, but at least once every ~~8-12~~<sup>[UMF2]</sup> hours, to maintain normal hydration for the age, species, condition, size, and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean, durable receptacles which are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternate source of hydration consistent with generally accepted husbandry practices.

*"Adoption"* means the transfer of ownership of a dog or cat from a releasing agency to an individual.

*"Agricultural animals"* means all livestock and poultry.

*"Altered"* means a surgical procedure performed by a licensed veterinarian that renders a dog or cat permanently incapable of reproducing.

*"Ambient temperature"* means the temperature surrounding the animal.

*"Animal"* means a living organism characterized by voluntary movement except human



beings and plants.

~~“Animal act” means any performance of animals where such animals are trained to perform [JMF3] some behavior or action or are part of a show or performance.~~

“Animal Control Director” means the duly appointed and acting Director of Montgomery County Animal Care and Control or his or her designated representative for the County of Montgomery, or the person duly appointed by the County Mayor;

“Animal Control Officer” or “ACO” means an employee or agent of the County, designated by the Animal Control Director or [JMF4] County Mayor to administer and enforce the licensing, inspection and enforcement requirements contained within these Regulations.

“Animal Hoarder” means a person who possesses a large number of animals and (i) fails to or is unable to provide adequate care as defined in this chapter or (ii) keeps animals in severely overcrowded conditions where they are unable to be in a state of good health or (iii) display the inability to recognize or understand the nature of, or has the reckless disregard for the conditions of the animals or (iv) is living in unsanitary, unhealthful or potentially dangerous conditions due to the inability to provide adequate care as defined in this chapter.

“Animal Hospital” means any licensed [JMF5] establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of animal diseases and injuries.

“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 euthanizing 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 euthanize any animal.

“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; excluding feral cats.

“Attack” means attack by an animal off its owner’s property in a vicious, terrorizing or threatening manner or in an apparent attitude of aggression; “attack” does not include any actions by an animal in defense of itself or its owner or ~~keeper~~ caretaker [JMF6] against aggression by a person or an animal.

“Breeder” means anyone who ~~for financial gain~~ repeatedly [JMF7] sells, trades or offers to sell" a litter of dogs or cats produced from a dog or cat that they do not intend to have spayed or neutered.

“Cattery” means any enclosure, premises, building structure, lot or area, in or on which eight or more cats at least (3) months of age are kept, bred, harbored or maintained. The owner must apply for a cattery license and meet the standards of husbandry described in this chapter. Space requirements, sanitation and proper vaccinations and veterinary care are required by this section. Both kennels and catteries will be subject to at least annual inspection by Animal

Control with emphasis placed on sanitation, vaccination records, absence of disease and humane operation.

*"Collar"* means a well fitted device appropriate to the age and size of the animal, constructed of nylon, leather, or similar material, and attached to the animal's neck in such a way as to avert trauma or injury to the animal.

*"Companion animal"* means any domestic or feral dog, domestic or feral cat, guinea pig, small domesticated mammal, rabbit not raised for human food or fiber, potbellied pig, exotic or aquatic animal, amphibian, reptile, exotic bird, or any feral animal or any animal under the care, custody or ownership of a person or any animal which is bought, sold, traded or bartered by any person. Agricultural animals, game species, or any animal regulated under federal law as research animals shall not be considered companion animals for the purposes of this chapter.

*"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.

*"Curbside sale"* means any attempt to sell, barter, trade or adopt any companion animal on a public or private street, parking lot, or location.

*"Dangerous dog"* means any dog that, according to the records of an appropriate authority, as described in Article 8<sup>[JMF8]</sup>7

For purposes of this section, the term:

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

(1) Causes ~~a serious~~ severe <sup>[JMF9]</sup>injury to a person ~~or domestic animal~~ or another domestic animal, <sup>[JMF10]</sup>~~more than once;~~ or

(2) ~~Has been designated as a dangerous dog by Montgomery County Animal Care and Control and~~ <sup>[JMF11]</sup>Engages in behavior that poses a threat to public safety as described in paragraph (g) of this section.

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

(c) "Attack" means an unprovoked attack in an aggressive, terrorizing or threatening manner on a human in which the victim suffered a physical injury, including but not limited to a scratch, abrasion, or bruise; or on a domesticated animal that causes death or injury that requires veterinary treatment.



(d) "Proper enclosure" means secure confinement indoors or secure confinement in a locked pen, fenced yard, or structure measuring at least 10 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.

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

(f) "Impound" means taken into the custody of Montgomery County Animal Care and Control or the organization authorized to enforce the dangerous dog law of this jurisdiction.

(g) "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 than severe ~~than a serious injury~~; [JMF12]

(2) Causing an injury to a domestic animal that is severe; [JMF13]

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

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

(h) "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.

"Dealer" means any person who in the regular course of business for compensation or profit buys, sells, transfers, exchanges, or barter companion animals. Any person who transports companion animals in the regular course of business as a common carrier shall not be considered a dealer.

"Direct and immediate threat" means any clear and imminent danger to the health, safety, or life of an animal or person as would be perceived by a reasonable person.

"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.

"Dog" means any member of the animal species *canis familiaris* or any animal which is a crossbreed of any animal that is a member of the *canis familiaris* species, not including,

wolf/dog crossbreeds and wolf hybrids.

“*Domestic animal*” means any animal that may be legally possessed by a person and is commonly kept as a pet in or around a residence, outbuildings or business. *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.

“*Dump*” means to knowingly abandon, desert, forsake, or absolutely give up without having secured another owner or custodian; any dog, cat, or other companion animal in any public place including the right-of-way of any public highway, road or street or on the property of another including but not limited to an animal shelter, veterinary hospital or animal welfare facility.

“*Ear tip*” means a mark identifying a feral cat as being in a Trap, Neuter, Release (TNR) program, specifically, the removal of approximately three-eighths of an inch off the tip of the cat’s left ear in a straight line, while the cat is anesthetized.

“*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 DANGEROUS DOG as defined by this resolution.

(ii) Enclosures for 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 Care and Control must be posted at the entry to the property.

“*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.

*"Emergency veterinary treatment"* means veterinary treatment to stabilize a life-threatening condition, alleviate suffering, prevent further disease transmission, or prevent further disease progression.

*"Euthanasia"* means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or by a method that involves anesthesia, produced by an agent that causes painless loss of consciousness, and death during such loss of consciousness.

*"Feral cat"* means a cat that is unsocialized to people and typically avoids contact with humans.

*"Feral cat caregiver"* means any person, who in accordance with a good faith effort to trap, neuter, vaccinate, and return the feral cat, provides volunteer care to a feral cat.

*"Feral cat colony"* means a group of feral cats that congregate, more or less, together as a unit and share a common food source.

*"Foster care provider"* means an individual who provides care or rehabilitation for companion animals through an affiliation with Montgomery County Animal Care and Control [JMF14] ~~pound, animal shelter, or other releasing agency.~~ [JMF15]

*"Foster home"* means a private residential dwelling and its surrounding grounds at which site through an affiliation with Montgomery County Animal Care and Control [JMF16]. ~~pound, animal shelter, or other releasing agency care or rehabilitation is provided for companion animals.~~ [JMF17]

*"Groomer"* means any person who, for a fee, cleans, trims, brushes, makes neat, manicures, or treats for external parasites any animal.

*"Grooming shop"* means a commercial establishment where animals are bathed, clipped, plucked or otherwise groomed.

*"Guard dog"* means any member of the dog family (*canidae*) trained to attack on command or to protect persons or property, and who will cease to attack upon command.

*"Guard dog owner"* means any person, firm or corporation, which employs a guard dog to protect commercial property from unauthorized intrusion; for purposes of this definition, "owner" includes legal owner and any person, firm or corporation who, through arrangement or contract, has secured the use of a guard dog to protect commercial property from unauthorized intrusion.

*"Guard dog purveyor"* means any person, firm or corporation supplying guard dogs to members of the public.



*"Guard dog trainer"* means any person, either as an individual or as an employee of a guard dog purveyor, whose prime function is the training of dogs as guard dogs.

*"Home-based rescue"* means any person that accepts: (i) more than twelve (12) companion animals; or (ii) more than nine (9) companion animals and more than three (3) unweaned litters of companion animals in a calendar year for the purpose of finding permanent adoptive homes for the companion animals and houses the companion animals in a private residential dwelling or uses a system of housing companion animals in private residential foster homes.

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

*"Kennel"* means any premises wherein any person engages in the business of boarding, breeding, buying, hunting, training for a fee, or selling dogs or cats, except a facility operated by a humane society or a governmental agency or its authorized agents, for the purpose of impounding or caring for animals.

*"Licensed veterinarian"* means a person licensed to practice veterinary medicine.

*"Livestock"* means all equine as well as animals which are being raised primarily for use as food or fiber for human utilization or consumption including, but not limited to, cattle, sheep, swine (except potbellied pigs), goats, and poultry.

*"Menacing fashion"* means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

*"Microchip"* means a passive electronic device that is injected into an animal by means of a pre-packaged sterilized implanting device for purposes of identification and/or recovery of animals by their owners.

*"Microchipping"* means the implanting of a passive electronic device that is injected into an animal by means of a pre-packaged sterilized implanting device for purposes of identification and/or recovery of animals by their owners.

*"Minor injury"* means an injury in which the victim suffers pain as a result of an attack by an animal but which does not produce any broken bone, bleeding or death on the part of the victim.

*"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. 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 or animal.

*"Neglect"* means any of the following:

- (1) Failing to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized;
- (2) Failing to provide an animal with adequate living conditions as defined in this chapter (adequate feed, adequate water, adequate shelter, adequate space etc.);
- (3) Failing to provide adequate veterinary care;
- (4) Keeping any animal under conditions which increase the probability of the transmission of disease;
- (5) Negligently allow any animal, including one who is aged, diseased, maimed, hopelessly sick, disabled, or not ambulatory to suffer unnecessary neglect, torture, or pain; or
- (6) Meeting the requirements of the definition of an Animal Hoarder.

*“Owner”* means any person, corporation, organization, group of persons or association that (i) has a property right in an animal; (ii) keeps or harbors animal; (iii) has an animal in his or her care or acts as a custodian of an animal for ten (10) or more consecutive days when the true owner of the animal is unknown to such person; or (iv) by agreement with or with permission of the true owner of the animal, has an animal in his or her care or acts as a caretaker or custodian of an animal. *“Owner”* does not include Montgomery County Animal Care and Control, non-profit animal sheltering facility, rescue organization, feral cat caretakers, a veterinarian or an operator of a grooming shop, kennel or pet shop engaged in the regular practice of said business.

*“Pet dealer”* means any person or organization, other than a shelter or registered rescue organization, who engages in the business of selling, buying, brokering, or bartering of animals, whether such animals are located in the County or just offered for sale, barter, broker, etc., in the County.

*“Proof of ownership”* means documentation in support of a property right in an animal that includes, but is not limited to, veterinary records, rabies vaccination certificates, licenses, photographs, bills of sale, breed registries, written transfers of ownership, and verbal or written third-party verifications.

*“Properly cleaned”* means that carcasses, debris, food waste and excrement are removed from the primary enclosure with sufficient frequency to minimize the animals' contact with these contaminants; the primary enclosure is sanitized with sufficient frequency to minimize odors and the hazard of disease; and the primary enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with a stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.

*“Proper disposal”* means placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the municipality or some other refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal.

*“Proper enclosure”* means a place in which a companion animal is securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of children under the age of twelve and designed to prevent the companion animal from escaping. Such enclosure shall have secure sides and a secure top to prevent the companion animal from escaping and shall also provide protection for the companion animal from the elements. The enclosure shall be of suitable size for the companion animal.

*“Properly fitted”* collar means the animal has a collar that measures the circumference of a neck plus at least one inch.

*“Properly restrained”* means: (i) controlled by a competent person by means of a chain, leash, or other like device not to exceed six feet (6’) in length; (ii) secured within or upon a vehicle being driven or parked; or (iii) kept within a proper enclosure. Properly restrained in or upon a vehicle does not include restraint or confinement that would allow an animal to fall from or otherwise escape the confines of a vehicle or that would allow an animal to have access to persons outside the vehicle.

*“Provoke”* means to goad, inflame, instigate or stimulate an aggressive or defensive response on the part of an animal, but does not include any actions on the part of an individual that pertain to reasonable efforts of self-defense against an animal.

*“Public nuisance”* 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:

- (1) damages, soils, defiles or defecates on any property other than that of its owners;
- (2) interfere with the ordinary use and enjoyment of a person’s property;
- (3) turn over garbage containers or damage flower or vegetable gardens;
- (4) cause unsanitary or offensive conditions;
- (5) impede the safety of pedestrians, bicyclists, or motorists;
- (6) are allowed to remain an unaltered free roaming cat.
- (7) Any animal that is repeatedly found running at large;



- (8) 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;
- (9) 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;
- (10) Any animal in heat that is not confined so as to prevent attraction or contact with other animals;
- (11) 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;
- (12) Any animal that chases motor vehicles in a public right-of-way;
- (13) Any animal that attacks domestic animals;

*"Reasonable period"* means a period of time not to exceed twelve (12) hours in a twenty-four hour period.

*"Records of an appropriate authority"* means records of any state, county or city law enforcement agency; records of any county or city animal control agency; records of any county board of health or records of any federal, state or city court.

*"Releasing agency"* means an animal shelter, humane society, and animal welfare organization, society for the prevention of cruelty to animals, or other similar entity or rescue that releases companion animals for adoption.

*"Registered Rescue Organization"* means any person or organization, that is not acting for profit, and that rescues animals from a variety of sources and places them through adoption with new owners.

*"Relinquish"* means giving up all rights to said animal including future knowledge of the disposition of the animal.

*"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 to leave the owners property.
- (ii) No tether shall weigh more than 1/8 of the dog's body weight.

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

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

(v) Or under an effective, responsive voice command

*"Sanitary conditions"* means space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health. This definition does not include any condition resulting from a customary and reasonable practice pursuant to farming or animal husbandry.

*"Service Animal"* means a dog that is individually trained to do work or perform tasks for people with disabilities, according to ADA Service Animal requirements.[JMF18]

*"Severe injury"* means any injury in which the victim suffers pain as a result of an attack by an animal and which includes any broken bone, bleeding, disfiguring lacerations requiring multiple sutures or cosmetic surgery, or death on the part of the victim.

*"Stray"* means any animal: (i) which is at large; (ii) which appears to be lost, unwanted or abandoned; or (iii) whose owner is unknown or not readily available.

*"Tether" or "tethering"* means the restraint and confinement of a dog by use of a restraint device.

*"Torture" or "torment"* means every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted.

*"Trap-Neuter-Return/TNR"*, is a nonlethal approach to feral cat population control where feral cats are humanely trapped, sterilized and vaccinated, ear tipped, and then returned to the location where they were originally trapped.

*"Under control"* means an animal is securely confined in a fenced enclosure on the property of owner or keeper of the animal provided such an enclosure prevents the animal from leaving the property of the owner or keeper of the animal. An animal is also under control:

- (1) When the animal is located on the property of the owner or keeper of the animal and is secured by means of a leash or tether which prevents the animal from leaving the property of the owner or keeper of the animal.
- (2) When the animal is secured by means of a leash held by a person of suitable age and discretion.

*"Unsanitary conditions"* not sanitary; unhealthful or likely to cause disease

"Weaned" means an animal is capable of and physiologically accustomed to ingestion of solid food or food customary for the adult of the species, and has ingested such food, without nursing, for a period of at least five (5) days.

## **ARTICLE 2 - ANIMAL CONTROL SERVICES**

### **Sec. 1. Montgomery County Animal Care and Control.**

(a) Montgomery County Animal Care and Control shall provide animal services for Montgomery County.

(b) These services shall include the following; but not limited to:

- (1) Providing essential animal services to the residents of Montgomery County through the enforcement of animal-related codes as stated in the Tennessee Code and County Code; and/or county resolutions.
- (2) Licensing of animals; if required herein;[JMF19]
- (3) Animal safety and educational programs;
- (4) An attempt to reach resolution of animal-related problems by education or advice;
- (5) Shall promote (1) the reduction of euthanasia of animals for which medical treatment or adoption is possible; and (2) the utilization of trap, spay or neuter, and return practices as a means of controlling the feral cat population.
- (6) Emergency and rescue services for animals;
- (7) Cooperation with state, county and city agencies and assisting in the enforcement of the laws of the County and state with regard to companion animals and especially with regard to the vaccination of ~~dogs and cats~~ companion animals [JMF20] against rabies and the confinement or leashing of vicious animals;
- (8) Investigation of cruelty, neglect or abuse of ~~companion~~ [JMF21] animals; and
- (9) Maintaining an animal shelter in accordance with the provisions of this Chapter in accordance with applicable state laws [JMF22]. ~~that will include, but not be limited to, sheltering of animals impounded under this Chapter,~~



~~licensing of animals, quarantine of rabies suspect animals, reduction of stray and unwanted animal population through spay and neuter programs, community education with regard to pet overpopulation, methods of ownership identification and disposition of impounded animals by adoption, redemption, or humane euthanasia.~~ [JMF23]

(c) Any Animal Control Officer or police officer of the City or County shall have the power and duty to protect the animals taken into custody, whether in transit or at the Montgomery County Animal Care and Control. Any Animal Control Officer or police officer shall have the authority and duty to rescue any animal that appears to be suffering from a serious medical emergency and/or appears to be unable to physically remove itself from a situation that restricts its movement. If a rescued animal is found to have reasonable proof of ownership such as an implanted microchip, tattoo or collar with identification, it shall be provided with immediate veterinary care if the officer deems such care to be necessary in an attempt to prevent, physical pain, suffering, disability or death of the animal. The animal's owner shall be responsible for all expenses incurred for the rescue and subsequent treatment of the animal. If the animal has no detectable identification or is found abandoned or not properly cared for, the Montgomery County Animal Care and Control Director, or his or her designated employee/agent [JMF24], a licensed veterinarian or two reputable employees/agents [JMF25] in the animal welfare field may be called to view the animal and give written certification of the animal's condition. If it is determined that the animal is diseased, significantly injured, suffering, neonatal, feral or highly aggressive, and due to such condition is an improbable candidate for adoption, the animal can be immediately euthanized. In no event shall the determination as to disposition of the animal be delayed beyond forty-eight (48) hours after it is determined that said animal should, for humane reasons, be immediately destroyed by humane euthanasia.

## **Sec. 2. Interference with enforcement of chapter.**

It shall be unlawful for any person to interfere with, hinder or molest ~~officers of Montgomery County Animal Care and Control,~~ [JMF26] any Animal Control Officers, law enforcement officers, or veterinarians in the performance of any duty authorized by this Chapter or to seek to release any animal in the custody of the Montgomery County Animal Care and Control except as otherwise specifically provided herein.

## **Sec. 3. Animal Control Officer.**

~~Upon written request by the Director of Montgomery County Animal Care and Control and upon background investigation by the Police Department and/or Sheriff's Office,~~ the Mayor's Office may ~~issue unto the officers named in such request~~ commission special Animal Control Officers ~~police officers~~ [JMF27] of the County to enforce the provisions of this Chapter. The holders of such commissions shall have, possess and exercise every power granted by such commissions but such special policemen shall not be regular police officers of the City or County

nor shall they be entitled to any benefits afforded regular police officers or deputies.

#### **Sec. 4. Setting humane animal traps and authority to receive trapped animals.**

Montgomery County Animal Care and Control is authorized to place, upon request, live-capture animal traps on private property with the permission of the owner or public property to trap and remove stray, at large, abandoned, or nuisance animals. It is unlawful for any person other than an Animal Control Officer or the officer's designee to remove any animal from the trap or to damage, destroy, move or tamper with the trap. Montgomery County Animal Care and Control is authorized to receive and impound animals that are trapped by other agencies or persons.

### **ARTICLE 3 - REGULATIONS IMPOUNDING [JMF28]**

#### **Sec. 1. Seizure of at-large animals upon return to property.**

An Animal Control Officer or law enforcement officer may, upon viewing an animal at large and upon the animal's return to its legal property, impound such animal off its property for safe keeping if, in the opinion of the officer:

- (1) there is no way to ensure the animal's confinement to the property if the officer would leave it there to await the owner's return,
- (2) it could present a danger to the public, traffic or other animals if left until the owner returns, or

A notice of impound shall be posted in a place that would be visible from the public right-of-way or the front door or entrance, and it shall state the procedure to redeem such animal. This section does not authorize the entry into any building on the property nor the removal, without a search warrant or owner's written permission, of any animal from any building on the property.

#### **Sec. 2. Animals at large**

(a) It shall be unlawful for any person to allow any unrestrained animal belonging to him or under his control or habitually found on premises occupied by him or immediately under his control to go unrestrained, or be allowed ~~to be not directly under control~~ to run at large [JMF29]. Any animal found running at large in is violation of this section ~~and any animal required to be licensed found at large unlicensed is declared to be a nuisance and~~ [JMF30] and is liable to seizure and disposal as provided in this Chapter.

(b) Any animal found at-large more than ~~once~~ [JMF31] twice in any twelve (12) month period may be subject to seizure and/ or impoundment. Such animal may not be redeemed by any person until such animal is both microchipped, and spayed or neutered. The owner or keeper of such animal ~~may be~~ [JMF32] shall [JMF33] be responsible for the expense of such microchipping and spay/neuter. Spaying/neutering and microchipping requirement will be waived upon showing



proof of microchip/spay/neuter from a licensed veterinarian or if the owner or keeper provides a written statement from a licensed veterinarian stating that the spay/neuter procedure would be harmful to the animal.

(c) Estrous period. ~~It shall be unlawful for any person owning or having ownership, possession, charge, custody or control of a female dog or female cat to allow that animal to be at large during its estrous period or in heat.~~ [JMF34] During this period, the owner or person having possession of the animal must have ~~restrain~~ [JMF35] the animal in a secure, ~~roofed~~ [JMF36] enclosure in such a manner that will prevent the animal from coming in contact with a male of its species. Any such dog or cat not so confined may be seized and impounded. Such animal may not be redeemed by any person until such animal is microchipped, spayed or neutered if the female animal is in heat at the time of impound as is determined by a licensed veterinarian. This section shall not be construed to prohibit the intentional breeding of animals on the premises of the owners or keepers of the animals involved, if the owner is found to be in possession of a current breeders permit.

### **Sec. 3. Animals in Public Places**

~~(a)~~ [JMF37] It shall be unlawful for any person to permit his or her animal, or an animal in such person's care, in any public park or recreation area, including pedestrian walkways and bridges, if there is posted in such park or recreation area a sign prohibiting such animals. Any animal found in a park or recreation area in violation of this section is declared to be a nuisance as provided in this Chapter. **State law reference**-TCA. §§ 44-8-401, et seq.

### **Sec. 4. Animal causing unsanitary conditions; prohibited.**

(a) It shall be unlawful for any person to allow an animal to cause unsanitary conditions within the County of Montgomery. This serves to require the proper disposal of pet solid waste in the County of Montgomery so as to protect public health, safety and welfare, and to prescribe penalties for failure to comply.

(b) Any owner is required to immediately and properly dispose of a pet's solid waste deposited on any property, public or private, not owned or possessed by that person.

(c) Any owner who requires the use of a ~~disability assistance~~ service animal [JMF38] shall be exempt from the provisions of this section while such animal is being used for that purpose.

(d) Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a mandatory fine of \$~~100.00~~ 50.00 [JMF39]

### **Sec. 5. Animal creating nuisance; prohibited.**

It shall be unlawful for any owner or custodian to permit his or her animal, or an animal in his or her care, to create a public nuisance as defined herein. The owner must keep the animal that

has been determined by Montgomery County Animal Care and Control to be creating a public nuisance on his or her own property at all times unless the animal is under physical restraint. If Montgomery County Animal Care and Control declares an animal to be a public nuisance under this section, then the Director/designee [UMF40] has the authority to instruct the animal's owner or custodian in writing to abate the nuisance. It shall be unlawful for the animal's owner to fail to comply with Montgomery County Animal Care and Control regulations.

**Sec. 6. Keeping stray animals; failure to surrender stray animal.**

It shall be unlawful for any person in the County to knowingly and intentionally harbor or keep in possession by confinement or otherwise any animal which does not belong to such person without permission of the owner. Any person within twenty-four (24) hours from the time such animal came into his or her possession must report or surrender the animal to Montgomery County Animal Care and Control. Upon surrendering, an Animal Control Officer shall take such animal and place it in Montgomery County Animal Care and Control for a required legal stray hold period of three (3) business days. If such animal is not reclaimed after three (3) business days, the public may apply through normal process and fees to become the adoptive owner of the animal. The expense of sheltering fees, license fee and rabies vaccination must be assumed by the owner if the animal is reclaimed prior to the end of the three (3) business days. No person harboring such an animal shall refuse to relinquish such animal to its legal owner prior to the expiration of said three (3) business days.

**Sec. 7. Impounding, destruction of violating animals authorized.**

(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;



(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 fifty (\$50.00) Dollars ~~per day~~ [JMF41] for the Offense. The civil monetary penalties will be paid to Montgomery County Animal Care and 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, or impound the dog.

#### **Sec. 8. Care while in custody.**

Any animal care facility including any Animal Shelter shall provide clean, comfortable and sanitary quarters for all dogs and cats, keeping intact males and females and vicious dogs in separate kennels or cages and shall provide a liberal allowance of wholesome food and fresh, clean water and clean bedding.

#### **Sec. 9. Notification of impounding.**

~~Immediately~~ [JMF42]- Upon impounding an animal, Montgomery County Animal Care and Control or its designee shall give notice by phone [JMF43], by posting the property to be visible by the right of way [JMF44], or a letter sent certified by United States mail to the address of the owner, if known, within two (2) business days after the seizure of such animal. The notice or letter shall inform the owner of the conditions whereby the animal may be redeemed. Notification by mail shall not be required for animals which have been impounded pursuant to this Chapter if a citation has been issued to the owner or for owner-relinquished, abandoned or quarantined.

#### **Sec. 10. Redemption of impounded animals by owner; fees/~~notice/disposition~~ [JMF45].**

(a) The owner of a dog or cat may claim and redeem it upon payment:

##### **Redemption's**

Altered dogs and cats.....	\$30.00 plus
Unaltered dogs and cats.....	\$50.00 plus board
Quarantined dogs and cats.....	\$50.00 plus board
Dangerous Dog.....	\$100.00 plus board
Rabies Voucher for dogs and cats (registration fee included).....	\$22.00

Boarding Fees.....~~\$15.00~~ 25.00 [JMF47] per day  
Repeat impoundments.....\$25.00 per offense

~~If a dog or cat is impounded more than once within a 12 month period, an additional fee of \$25.00 will be charged.~~ [JMF48]

(b) All owners of livestock may claim and redeem such animal by paying Montgomery County Animal Care and Control an impound fee of \$50.00 and board for each day at the rate of ~~twenty-five (~~ \$25.00 per day plus the cost of any transportation of the animal to the Shelter. Such costs as well as all veterinary costs and or other costs incurred as a result of the impound shall be the responsibility of the owner and shall be required to be paid in full regardless of whether the animal is reclaimed or relinquished to Montgomery County Animal Care and Control.

#### **Notice to Owner and Redemption:**

(c) Any animal not wearing a rabies tag and not reclaimed by its owner within three (3) business days shall become the property of the County and shall be placed for adoption in a suitable home or euthanized in a humane manner. If an animal is wearing a rabies tag, the owner shall be notified by letter in accordance with Section ~~10~~ 9 [JMF49] to the owner's last known address to appear within five (5) business days and redeem the animal by paying all required fees.

(d) Any owner failing to claim their animal under the provisions of TCA 68-8-107 within the first three business days, if they have no rabies tag, and within five business days if they have a rabies tag, shall be required to adopt said animal under the established policies and procedures of Montgomery County Animal Care and Control.

#### **Disposition of unclaimed ~~dogs or cats~~ Companion Animals.** [JMF50]

(e) Any currently licensed or microchipped ~~dog or cat~~ companion animal [JMF51] impounded shall be kept for a period of ~~ten (10)~~ [JMF52] five (5) days after ~~certified notice is mailed to the owner~~ [JMF53] being notified in accordance with Section 9 [JMF54], and if not redeemed within such period may be humanely euthanized or otherwise disposed of as provided by law.

(f) Any unlicensed or microchipped companion animal impounded with no detectable identification shall be kept for three (3) business days and if not claimed or redeemed shall be humanely euthanized or otherwise disposed of as provided by law.

#### **Sec. 11. Detention when rabies is suspected.**

Every animal determined by the Health Director, or designee, to pose a risk of rabies and every animal that has bitten a human and/or been exposed to rabies or is suspected of having rabies shall be, at the direction of the Director of Health, or designee, quarantined for a minimum period of ten (10) days at the owner's home or at Montgomery County Animal Care and Control or, at the option of the owner of such animal, shall be detained in a licensed veterinary hospital on condition that such owner shall make arrangements with such veterinary hospital and shall be liable for the payment of the charges while such dog or cat is confined therein. During such confinement the dog or cat shall be under the observation and supervision of the Director of Health



or his designee, and it shall be released or, if the animal is determined by a veterinarian or the Director of Health or his designee to have rabies, humanely euthanized by Montgomery County Animal Care and Control, or a [JMF55] licensed veterinarian, after the termination of the observation period according to instructions from the Health Director, or designee. The Health Director, or designee, may order Montgomery County Animal Care and Control or licensed veterinarian to euthanize such dog or cat at any time during the period of observation if evidence is such as to convince the director that the dog or cat has rabies. The owner of such dog or cat shall be liable for boarding fees in ~~the amount of fifteen twenty five dollars (\$25.00) per day~~ [JMF56] in accordance with set fees if such dog or cat is confined at Montgomery County Animal Care and Control. Such costs as well as all veterinary costs and/or other costs incurred as a result of the impound shall be the responsibility of the owner and shall be required to be paid in full whether the animal is reclaimed or relinquished to Montgomery County Animal Care and Control. **State law reference-TCA. §§ 68-8-101—68-8-113.**

## **Sec. 12. Procedure with respect to ~~redemption or~~ [JMF57] adoption of animals.**

(a) No person shall adopt a dog or cat from an agency, including but not limited to Montgomery County Animal Care and Control, humane shelter or private organization operating a shelter from which animals are adopted ~~or reclaimed,~~ [JMF58] unless:

- (1) the dog or cat has first been spayed or neutered; or
- (2) the new owner signs a written agreement with the agency stating that he or she will have the animal spayed/neutered within thirty (30) days after adoption. **State law reference TCA 44-17-502**

### **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 Care and Control, or other unit of government to which Animal Control may be regulated may submit proposed amendments to this schedule to the Animal Care and Control Committee which may amend the fee schedule. [JMF59] ~~to the at any time.~~ [JMF60] 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~~**

~~Altered dogs and cats.....~~ \$30.00 plus board

Unaltered dogs and cats.....	\$50.00 plus board
Quarantined dogs and cats.....	\$50.00 plus board
Dangerous Dog.....	\$100.00 plus board

Rabies Vaccination Vouchers: Dogs and cats: .....\$17.00 plus \$5.00 county registration

Boarding Fees.....\$15.00 per day  
Repeat impoundments .... \$25.00 per offense

If a dog or cat is impounded more than once within a 12 month period, an additional fee of \$25.00 will be charged. [JMF61]

#### Adoption Fees

Puppies, dogs.....	\$97.00 (includes spay/neuter)
Kittens, cats.....	\$97.00 (includes spay/neuter)
Adoption fee for spayed and neutered animals.....	\$25.00
Spay/Neuter Voucher (included).....	\$50.00
Rabies Voucher for dogs and cats (registration fee included).....	\$22.00 [JMF62]

### Sec. 13. General duties of keepers of animals.

(a) It shall be unlawful for any person to neglect an animal as herein;

(b) 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, all animals must be afforded, in addition to shelter structure, one or more separate areas of shade large enough to contain all the animals at one time and protect them from direct rays of the sun. (13-8-1) [JMF63]

(c) Breeding and reproduction of diseased animals prohibited. A person owning or having possession, charge, custody or control of an animal shall not breed, sell, give away or allow the reproduction of that animal with a disease contagious to other animals or human beings. ~~Breeding of animals in the city limits shall not be permitted without first obtaining a breeder's permit pursuant to this chapter.~~ [JMF64][JMF65]. Each offspring shall be considered a separate violation.

(d) Abandonment. It shall be unlawful for any person owning or having possession, charge, custody or control of an animal to abandon that animal on a street, road, highway, public place, Montgomery County Animal Care and Control or private property. Each animal abandoned in violation of this section shall be considered a separate violation.

(e) Public Nuisance. It shall be unlawful for any person to allow any animal under his or her care or control to become a public nuisance as defined in this Chapter.

### Sec. 14. Destruction of dangerous, diseased or injured animals.



(a) It shall be the duty of the Director of Montgomery County Animal Care and Control or designated representative [UMF66] to order the humane destruction of any animal lawfully taken into the custody of Montgomery County Animal Care and Control if it is deemed more humane to euthanize such animal than hold it for the required holding period due to sickness, disease, injury or danger to the safety of the community. If the animal to be euthanized under this section is microchipped, wearing an identification, rabies or license tag, the owner shall be notified before the animal is euthanized unless the animal is in critical condition and the owner cannot be reached within a reasonable period of time in which event a veterinarian may authorize euthanasia of the animal for humane reasons.

#### **ARTICLE 4. LICENSING, PERMITTING, AND INOCULATION OF DOGS AND CATS**

##### **Sec. 1. County license required; exception.**

~~—— (a) Dogs and Cats — Licensing and Vaccination. It is unlawful for any person to own, have, harbor, keep, or to cause or permit to be harbored, or kept in the county, any dog or cat six months of age or over, unless a current Montgomery County Animal Care and Control license tag has been issued for such animal. Prior to the issuance of a county license tag, the animal must receive a vaccination for rabies or the owner of the animal must provide evidence that such animal has been so vaccinated and such vaccination is still current. In addition to the cost of the rabies vaccination, a county license tag shall be required for a twelve (12) month period, beginning during the month of purchase and expiring one year to the date of the following year of purchase, and a license must thereafter be purchased annually on the same basis, in advance of such expiration date, for an applicable fee, unless license issuing agent has the ability to issue a multi-year (no greater than three) year license, as follows:~~

~~1. For each non-altered dog and cat: ten dollars (\$10.00) per year;~~

~~2. For each altered dog and cat: five dollars (\$5.00) per year.~~

~~—— (b) — Such a county license tag may be purchased from the veterinarian at the time of vaccination or can be purchased from Montgomery County Animal Care and Control.~~

~~—— (c) — If the license is purchased from a veterinary clinic, the veterinarian issuing the license may collect an agent's fee of two dollars (\$2.00) for this service.~~

~~—— (d) — If the license is purchased from a non-veterinary source, the purchaser shall exhibit an affidavit a document [UMF67] from a licensed veterinarian, describing and identifying the animal and certifying its sterility and vaccinations in order to pay the proper license fee.~~

~~—— (e) — No license is transferable.~~

##### **Sec. 1. Rescue and breeder/kennel/cattery permits.**

(a) Any person operating a rescue organization or shelter must register with Montgomery County Animal Care and Control and provide documents as proof of rescuer status, in order to fit within the exceptions to licensing and permitting in this chapter.

(b) Any person who owns or has control of a dog or cat and who intentionally and repeatedly [JMF68] ~~or accidentally causes or~~ [JMF69] allows the breeding of such dog or cat for financial gain [JMF70] shall obtain a breeder's permit.

(c) All animal-related permits will be valid one year from the date of purchase and will be required in addition to any other licenses or permits required by this chapter.

(d) Said permits shall be:

1. Breeder / Kennel / Cattery Permit / Animal Dealer: one hundred dollars (\$100) per year, except that such fee will no longer be required upon the spaying of all breeding animals on the premises; excluding licensed veterinarians.

2. Registered Rescue Organization: no permit fee is charged provided the rescue organization complies with the state law regarding sterilization of adoptable animals and complies with the requirements regarding standards of care and validation of registered rescue as required by this chapter and the Director of Animal Control.

(e) Facilities or quarters where animals are kept shall meet minimum standards based on the definitions regarding adequate care.

(f) Any of the above permit applicants will be subject to inspection by Animal Control Officers for compliance with this chapter and the permit's minimum standards.

(g) Such permits may be revoked if negligence in care or misconduct occurs that is detrimental to animal welfare or to the public. Revocation of such permit may only be reinstated after successfully passing an inspection of such facilities and paying the cost of such permit and any applicable fines and fees.

(h) Any advertisements for the sale or bartering of animals covered by these permits shall state the breeder or pet dealer permit number, if applicable, in such advertisement. Violations of this requirement shall be subject to a fine of \$50.00 per occurrence.

(i) It shall be unlawful to sell barter, trade or adopt any animal as a curbside sale within Montgomery County.

(j) If required to have an aforementioned permit under this section, anyone who sells, barter, adopts out or otherwise gives away a dog or cat shall keep a written record of the description of the animal and the name and address of the purchaser/ adoptee. Such records shall be kept for at least one year and will be provided to Montgomery County Animal Care and Control upon request.



(k) Any person or organization found in violation of this licensing ordinance would be subject to a \$50 fine per state law and a \$50 fine per county ordinance. The \$50 county fine would be payable to Montgomery County and held in a special revenue account for use ~~of the purchase of a new Animal Control Facility.~~ [JMF71] by Montgomery County Animal Care and Control. [JMF72]

**~~Sec. 20. County license required; exception.~~**

~~(a) Dogs and Cats — Licensing and Vaccination. It is unlawful for any person to own, have, harbor, keep, or to cause or permit to be harbored, or kept in the county, any dog or cat six months of age or over, unless a current Montgomery County Animal Care and Control license tag has been issued for such animal. Prior to the issuance of a county license tag, the animal must receive a vaccination for rabies or the owner of the animal must provide evidence that such animal has been so vaccinated and such vaccination is still current. In addition to the cost of the rabies vaccination, a county license tag shall be required for a twelve (12) month period, beginning during the month of purchase and expiring December 31<sup>st</sup> of the year of purchase, and a license must thereafter be purchased annually on the same basis, in advance of such expiration date, for an applicable fee, unless license issuing agent has the ability to issue a multi-year (no greater than three) year license, as follows:~~

~~3. For each non altered dog and cat: twenty five dollars (\$25.00) per year;~~

~~4. For each altered dog and cat: ten dollars (\$10.00) per year.~~

~~(b) Such a county license tag may be purchased from the veterinarian at the time of vaccination or can be purchased from Montgomery County Animal Care and Control.~~

~~(c) If the license is purchased from a veterinary clinic, the veterinarian issuing the license may collect an agent's fee of two dollars (\$2.00) for this service.~~

~~(d) If the license is purchased from a non-veterinary source, the purchaser shall exhibit an affidavit from a licensed veterinarian, describing and identifying the animal and certifying its sterility and vaccinations in order to pay the proper license fee.~~

~~(e) No license is transferable.~~

**~~Sec. 21. Multiple-pet, pet/animal dealer, and breeder/kennel/cattery permits.~~**

~~(b) No person or organization shall keep, own or maintain in excess of seven (7) dogs and/or cats, unless such person or organization shall apply for and receive a multiple-pet permit from Montgomery County Animal Care and Control.~~

~~(c) This requirement shall not apply to a registered rescue organization, an animal shelter, a zoo of a governmental agency, or an institution of higher learning.~~



~~(d) — Any person operating a rescue organization or shelter must register with Montgomery County Animal Care and Control and provide documents as proof of rescuer status, in order to fit within the exceptions to licensing and permitting in this chapter.~~

~~(e) — Any person who owns or has control of a dog or cat and who intentionally or accidentally causes or allows the breeding of such dog or cat shall obtain a breeder's permit.~~

~~(f) — All animal-related permits will be valid from January 1<sup>st</sup> to December 31<sup>st</sup> of the year of purchase and will be required in addition to any other licenses or permits required by this chapter.~~

~~(g) — Said permits shall be:~~

~~3. — Multiple Pet Permit: No fee providing that all animals are altered. Any unaltered animal cannot be covered under the multiple pet permit.~~

~~4. — Breeder/Kennel/Cattery Permit: one hundred dollars (\$100) per year, except that such fee will no longer be required upon the spaying of all breeding animals on the premises; excluding licensed veterinarians.~~

~~5. — Registered Rescue Organization: no permit fee is charged provided the rescue organization complies with the state law regarding sterilization of adoptable animals and complies with the requirements regarding standards of care required by this chapter.~~

~~(g) — Facilities or quarters where animals are kept shall meet minimum standards based on the definitions regarding adequate care.~~

~~(k) — Facilities of any of the above permit applicants and registered rescue organizations will be subject to inspection by Animal Control Officers for compliance with this chapter and the permit's minimum standards.~~

~~(l) — Such permits may be revoked if negligence in care or misconduct occurs that is detrimental to animal welfare or to the public. Revocation of such permit may only be reinstated after successfully passing an inspection of such facilities and paying the cost of such permit and any applicable fines and fees.~~

~~(m) — Any advertisements for the sale, bartering or adoption of animals covered by these permits shall state the breeder or pet dealer permit number, if applicable, in such advertisement. Violations of this requirement shall be subject to a fine of \$50.00 per occurrence.~~

~~(n) — It shall be unlawful to sell barter, trade or adopt any animal as a curbside sale within the city limits of Clarksville.~~

~~(o) — If required to have an aforementioned permit under this section, any person or shelter who sells, barter, adopts out or otherwise gives away a dog or cat shall keep a written record of the description of the animal and the name and address of the purchaser/adopter. Such records shall be kept for at least one year and will be provided to Montgomery County Animal Care and~~



**Sec. 2. Rabies inoculation required – County fee required [JMF74]**

(a) Any person who owns, keeps, or harbors a dog or cat within the County shall have such dog or cat properly inoculated or immunized against rabies. Any person who obtains an uninoculated dog or cat shall at once have such dog or cat properly inoculated against rabies and have the first time inoculation repeated one (1) year thereafter; thereafter the duration of the rabies vaccination cannot exceed three (3) years and must be in accordance with manufacturer's recommendation provided that, dogs and cats need not be inoculated before reaching the age of three (3) months.

(b) No person shall bring a dog or cat into the County for sale, exchange, offer for adoption, or giving away from another state unless such dog or cat, being at least 3 months of age, has been inoculated by a veterinarian of the state in which the owner, caretaker or responsible person lives and the owner, caretaker or responsible person of such dog or cat has in his/her possession a certificate of the vaccination or inoculation.

(c) There shall be a \$5.00 per year County Registration fee (or \$15.00 for 3 years). [JMF75]

**Sec. 3. Animal bite investigations and quarantine.**

(a) Any animal which has bitten a person or animal, or shows symptoms of rabies shall be contained immediately by its owners, or by the person having charge of the animal, or by the person sheltering, feeding, harboring or taking care of the animal. Montgomery County Animal Care and Control shall be notified immediately. The animal shall be confined by the animal shelter, a veterinarian or in a place approved by the animal control representative for not less than ten days.

(b) If the animal which has bitten a person is running at large and/or is not current on its rabies vaccination at the time the bite occurs, it must be quarantined at a veterinary hospital within the county or at the animal shelter.

(c) If the animal which has bitten a person is not running at large and is current on its rabies vaccination at the time the bite occurs, the animal control representative has the option of requiring the animal be taken to a licensed boarding facility or to quarantine the animal at the residence if adequate facilities are available. The animal shall be subject to observation by the health department representative at all times during the quarantined period.

(d) If rabies does not develop during the quarantine period, then the animal shall be released to the owner after current rabies vaccination and payment of all applicable fees, but if rabies does develop, the animal shall be euthanized by a veterinarian and the animal head submitted for rabies testing.

(e) The owner will be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during the quarantine period.

(f) A dog used by a law enforcement agency in the performance of functions or duties of the agency which has bitten a person, has received vaccinations against rabies and does not show the symptoms of rabies may continue to be utilized by the law enforcement agency; however, the dog shall be subject to observation by the health department representative.

## ARTICLE 5 – BARKING DOGS

### Sec. 24. Definition.

As used in this Article, “barking dog” means any dog which, by causing frequent or long, continued noise, disturbs the comfort or repose of any person would find distressing or disruptive, regardless of whether the dog is physically situated in or upon private property. Such extended period of time shall consist of incessant barking for fifteen (15) minutes or more in any twenty-four (24) hour period. A dog shall not be deemed a “barking dog” for purposes of this Chapter if, at any time the dog is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is being teased or provoked or is responding to an emergency.

### Sec. 25. Barking dogs generally.

- (a) — It shall be unlawful for a barking dog to exist in the County as defined by this Article.
- (b) — For purposes of this Article, a person violates this Section as follows:
  - (1) — Allows a barking dog violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog.
  - (2) — A person whose agent, employee, or independent contractor allows a barking dog violation to exist, whether through willful action, failure to act, or failure to exercise proper control over a barking dog.
  - (3) — A person who is the owner of, or a person who is a lessee or sub lessee with the current right of possession of, real property in or upon which a barking dog violation occurs.
  - (4) — For the purposes of this Section, there may be more than one person responsible for a barking dog violation.

### Sec. 26. Citation for barking dog.



(a) — ~~Animal Control Officers have the authority to issue a citation to any person responsible for a barking dog violation if probable cause exists based upon the officer's investigation.~~

(b) — ~~A person who violates this Article shall be liable for and shall pay to Montgomery County a fine as described in the barking dog citation when due or contest the citation.~~

(c) — ~~Prior to issuing a citation for a barking dog, the person responsible shall be given a ten (10) day warning period within which to correct the problem.~~

(d) — ~~Each day a barking dog violation exists shall be a separate violation and be subject to a separate citation and fine. A barking dog citation may include a violation for one (1) or more days on which a violation exists, and for violation of one (1) or more Code sections.~~

#### **~~Sec. 27. Barking dog citation contents~~**

~~Each barking dog citation shall contain the following information:~~

- ~~(1) — Date on which a complaint or personal inspection established the barking dog violation(s);~~
- ~~(2) — Name of the person responsible for the barking dog violation(s) (if known);~~
- ~~(3) — Address where the barking dog violation(s) occurred;~~
- ~~(4) — The Code section(s) violated;~~
- ~~(5) — How the violation(s) were established;~~
- ~~(6) — Amount of the fine for the violation(s) and procedure to pay the fine to avoid a late payment penalty;~~
- ~~(7) — Designation of prior citations issued for the same Code violation(s), if known by the Animal Control Officer;~~
- ~~(8) — Notification of an assigned court date, time and location where the fine may be contested;~~
- ~~(9) — A notice that a barking dog violation is a nuisance and that collection of unpaid fines and/or penalties can result in additional fines;~~
- ~~(10) — Signature of the Animal Control Officer who issued the barking dog~~

citation;

(11) ~~Date upon which the barking dog citation was issued;~~

(12) ~~Proof of service to be completed by the Animal Control Officer indicating whether citation was issued by personal service, by mail, or by posting in a conspicuous place on the property where the barking dog violation occurred; and~~

(13) ~~Any other information deemed necessary by the Animal Control Officer for enforcement or collection purposes.~~[JMF76]

## **ARTICLE 5 - CRUELTY**

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.

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.

### **Sec. 1. Failure to feed and water impounded animals.**

It shall be unlawful for any person who impounds or causes to be impounded any animal in any shelter or other place in the County to fail to supply to such animal during such confinement adequate care.

### **Sec. 2. Transporting in inhumane manner.**

It shall be unlawful for any person to carry or cause to be carried in or upon any vehicle or other conveyance any animal in a cruel or inhumane manner. ~~or to leave an animal in a vehicle in a manner so as to subject such animal to excessive heat.~~

(a) ~~No person shall transport any dog in or on the back of any open truck or other open vehicle while traveling on any city road, street, highway, lane or alley except as otherwise provided by this Section.~~

(b) ~~This section shall not apply to any person who transports a dog in any open truck or other open vehicle which is sufficiently enclosed by stakes, racks, or is equipped with other devices which prevent the dog from falling, hanging, or escaping from the vehicle.~~

[JMF77]



### **Sec. 3. Authority to prevent acts of cruelty; unlawful interference.**

Any Animal Control Officer ~~or police officer~~ [JMF78] may lawfully interfere to prevent the perpetration of any act of cruelty upon any animal in his or her presence, and it shall be unlawful for any person to interfere with or obstruct any such officer in the discharge of such duty.

Whenever it is necessary to make an inspection to enforce any of the provisions of or perform any duty imposed by this Chapter or other applicable law, or whenever there is reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this Chapter or other applicable law, an Animal Control Officer ~~or police officer~~ [JMF79] is hereby empowered to enter such property at any reasonable time and to inspect the property and perform any duty imposed by this chapter or other applicable law, but only if the consent of the occupant or owner of the property is freely given or if the welfare of an animal observable off of the property is in question, as follows:

(1) If such property is occupied, the officer shall first present proper credentials to the occupant and request permission to enter, explaining his reasons therefore;

(2) If such property is unoccupied, the officer shall first make a reasonable effort to locate the owner or other persons having charge or control of the property, present proper credentials and request permission to enter, explaining his reasons therefore; and

(3) If such entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the Animal Control Officer shall seek an Order of the General Session Court of Montgomery County for an inspection and impoundment if necessary.

### **Sec. 4. Tethering dogs and other animals.**

(a) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian as determined by an Animal Control Officer.

(b) The terms “unhealthy situation” and “potentially dangerous situation” shall include, but not be limited to the following:

- (1) Tether, fasten, chain, tie, or restrain a dog, or cause a dog to be tethered, fastened, chained, tied, or restrained, to a dog house, tree, fence, or any other stationary object for longer than 4 hours;
- (2) Tether any animal in such a manner as to permit the animal to leave the owner's property;
- (3) Tether any companion animal in a manner whereby the animal is subject to harassment and perpetual stings or bites that show evidence of injury



from outdoor insects, or attacks by other animals;

- (4) Failure to remove waste from the tethered area on a daily basis;
- (5) Allow more than one animal to be tethered to each running cable or trolley line.
- (6) Use a tether that weighs more than one eighth (1/8) of the animal's body weight.
- (7) Use a running cable line or trolley system that is made of a substance which can be chewed by the animal;
- (8) Not allow the length of the tether from the running cable line or trolley system to the animal's collar and prohibit access to the maximum available exercise area and allow the animal free access to food, water, and shelter;
- (9) Not be attached to a properly fitted harness or collar not used for the display of a current rabies tag and other identification, and;
- (10) Not be tethered at sufficient distance from any other objects to prohibit the tangling of the cable, from extending over an object or an edge that could result in injury of strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal access to the fence.

(c) A person may do any of the following provided the dog does not become a nuisance to neighbors:

- (1) Attach a dog to a running line, pulley, or trolley system. A dog shall not be tethered to the running line, pulley, or trolley system by means of a choke collar or pinch collar.
- (2) Tether, fasten, tie, or otherwise restrain a dog pursuant to the requirements of a recreational area.
- (3) Tether, fasten, or tie a dog no longer than is necessary for the person to complete a temporary task that requires the dog to be restrained for a reasonable period.
- (4) Tether, fasten, or tie a dog while engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by the State of Tennessee if the activity for which the license is issued is associated with the use or presence of a dog.

**Sec. 5. Unattended Animals left in automobile.**

(a) A person may not leave an animal unattended in a standing or parked motor vehicle in a manner that endangers the health or safety of the animal.

(b) A person may use reasonable force to remove from a motor vehicle an animal left in the vehicle in violation of the provisions of subsection (a) of this section if the person is:

- (1) a law enforcement officer;
- (2) a public safety employee of the State or of a local governing body;
- (3) an Animal Control Officer under the jurisdiction of the State or the County; or
- (4) a volunteer or professional of a fire and rescue service.
- (5) Good Samaritan under TCA 29-34-209

(c) A person described in this section may not be held liable for any damages directly resulting from actions taken under the provisions this section.

## **ARTICLE 6 - OWNERSHIP**

### **Sec. 1. Livestock at large prohibited.**

It shall be unlawful for any person owning or controlling any bovine, swine, ratites, cattle, horses, mules, sheep, or goats to allow such animals to run at large in the streets or on any privately owned land in the County without the permission of the owner of such land.

**State law reference**-T.C.A. § 44-8-401.

### **Sec. 34. Livestock/Poultry running at large, trespassing prohibited.**

~~It shall be unlawful for the owner of any poultry to permit it to run at large or upon the premises of any other person.~~

[JMF80]

## **ARTICLE 7 - DANGEROUS DOGS**

### **Sec. 1. Determination of a dangerous dog**

(a) After an investigation, which must be initiated within three (3) days after the situation becomes known to the Montgomery County Animal Care and Control, the Animal Control Director is authorized to make a determination whether a dog is dangerous and shall notify the owner of the dog in writing by certified mail or hand delivery with signature of that status within ten (10) 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~~ [UMF81] by giving written notice of appeal within five (5) days to the Animal Control Director.

If upon a determination of a dangerous dog herein by the Director of Montgomery County Animal Care and Control that probable cause exists to believe a dog poses an immediate threat to public safety, then Montgomery County Animal Care and Control may immediately seize or impound the dog (if not already impounded) pending an appeal to be held pursuant to this article. If such surrender of the dog is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, or consents, the Animal Control Officer shall seek an Order of the General Session Court of Montgomery County for an inspection and impoundment of the dog pending the due process appeal, and the costs of the court shall be assessed against the owner.

Any Animal Control Officer may impound a dangerous dog if the Animal Control Officer has reasonable cause to believe that any of the mandatory restrictions upon such dog are not being followed if the failure to follow such restrictions would likely result in a threat to public safety. The owner of the dangerous dog shall surrender such a dog to any Animal Control Officer upon demand.

No dog that has been impounded may be released by Montgomery County Animal Care and Control until the owner has paid all fees and costs of redemption and boarding. If the owner fails to pay such fees and costs within ten (10) days, the dog shall be deemed abandoned and may be disposed of by Montgomery County Animal Care and Control. 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 Care and Control Committee overturn 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's 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.

## **Sec. 2. Exceptions**

No dog shall be declared dangerous 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.

### **Sec. 3. Consequences of a dangerous dog determination**

~~(a) If the Animal Control Director determines that a dog is a dangerous dog, the owner shall comply with the provisions of § 4, 5 and 6 and any other special security or care requirements the Animal Control Director may establish.~~

[JMF82]

(a) If the Animal Control Director determines that a dog is a dangerous dog, the owner shall comply with the provisions of §[JMF83] Section[JMF84] 4, 5, and 6 and any other special security or care requirements the Animal Control Director may establish.

(b) The Animal Control Director may require impoundment of the dog until the owner of the dog has satisfied all the requirements of section 4. The requirements must be met within thirty (30) days upon notification, or 30 days of denied appeal[JMF85]. 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. If such surrender of the dog is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, or consents, the animal services officer shall seek an Order of the General Session Court of Montgomery County for an inspection and impoundment of the dog pending the due process appeal, and the costs of the court shall be assessed against the owner.

### **Sec. 4. Dangerous dog confinement and handling requirements**

(a) The Montgomery County Animal Care and Control Director shall determine if the owner of a dangerous dog has established to the satisfaction of the Montgomery County Animal Care and Control that:

(1) The dog must be kept in a securely enclosed and locked secured enclosure suitable to prevent the entry of young children, under the age of 12 [JMF86] and designed to prevent the animal from escaping. A secured enclosure must be a minimum of six feet in height and must have secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than two feet deep. A secured enclosure must also be humane and provide protection from the elements for the animal.

~~If the dog is maintained unattended out of doors,~~ [JMF87] Such secured enclosure must be

enclosed within an outer fence, and the outer perimeter of the secured enclosure must be no less than five feet from the outer fence.

(2) The owner must allow inspection of the dog and its enclosure by Montgomery County Animal Care and Control and must produce, upon demand, proof of compliance with such restrictions.

(3) In the event that the owner or custodian of the dog is a tenant on [real](#) [UMF88] the property where the dog is being kept, the owner or custodian must obtain written permission from the landlord or property owner, to be filed with Montgomery County Animal Care and Control, to keep the dog on certain specified premises.

(4) The owner must display, in a conspicuous manner, a sign at all entrances to the owner's premises on or within which the dog is kept warning that a dangerous dog is on the owner's premises. The Dangerous Dog signs will be provided to the owner by Montgomery County Animal Care and Control for a fee of \$5 per sign.

(5) A dangerous dog shall not be permitted to leave the premises of the owner unless such dog is properly restrained and humanely muzzled for protection of persons and other animals. 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 or animal.

(6) A dangerous dog may never, even with the owner present, be allowed to be unrestrained on property that allows the dog direct access to the public.

(7) The owner of a dangerous dog shall not permit such a dog to be chained, tethered or otherwise tied to any inanimate object such as a tree, post or building, inside or outside of its own separate enclosure.

(8) Such dog shall be photographed by the animal control department for future identification purposes.

(9) The dog must be spayed or neutered within 30 days of being deemed dangerous.

(10) Implantation of an identification microchip in such dog; the serial number of the identification microchip must be supplied to Montgomery County Animal Care and Control.

(11) Current rabies vaccination by licensed veterinarian.



(12) Requiring the owner of the dog or owner of the premises in which the dog is kept to procure and maintain in effect liability insurance, including coverage of claims arising from the conduct of the dog, in an amount not less than \$50,000 and to furnish a certificate of insurance to the animal control department, within ten (10) business days. The insurance shall include a provision whereby the insurer notifies Montgomery County Animal Care and Control not less than thirty (30) days prior to cancellation or lapse of coverage.

(13) Maintaining a record with Montgomery County Animal Care and Control that lists the dog owner(s) or agent contact information, emergency contact persons and phone numbers, veterinarian, landlord and/or property owner contact information, property/liability insurance carrier, vaccination, licensing and/or permit number, photograph of the animal and any other information deemed necessary by Montgomery County Animal Care and Control, until the dog is taken off the list. [JMF89]

(14) Samples taken from a licensed veterinarian for DNA identification and provided to Montgomery County Animal Care and Control within ten (10) days of the dog being deemed dangerous.

(15) Notification in writing to Montgomery County Animal Care and Control of the location of the dog's residence, temporary or permanent, including prior notice of plans to move the dog to another residence within the county or outside the county and/or to transfer ownership of the dog.

(b) The Animal Control Director shall determine if the owner of a dangerous dog has established the above criteria, and; if any dog previously determined to be a dangerous dog has not exhibited any of the dangerous dog behaviors 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 dog if it again exhibits any of the specified behaviors.

## **Sec. 5. Dangerous dog owner responsibility**

It shall be unlawful to:

(a) Permit a potentially dangerous dog to be outside a proper enclosure unless the dangerous dog is under the control of a responsible person. ~~as defined in § 4, 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;~~ [JMF90]

(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 of examination, the dangerous dog shall be caged or under the control of a

responsible person as defined in §4, 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 Montgomery County Animal Care and Control immediately when a dangerous dog is on the loose, is unconfined, has attacked another domestic animal, has attacked a human being; and if the dangerous dog should die, the owner shall notify Montgomery County Animal Care and Control no later than twenty-four (24) hours thereafter and, upon request from Montgomery County Animal Care and Control shall produce the animal for verification or evidence of the dog's death that is satisfactory to Montgomery County Animal Care and Control.

(d) Fail to surrender a 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 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 dangerous.

#### **Sec. 6. Change of ownership, custody or location of dog; death of dog.**

(a) The owner of a dangerous dog who moves or sells the dog, or otherwise transfers the ownership, custody or location of the dog, shall, at least fifteen (15) days prior to the actual transfer or removal of the dog, notify Montgomery County Animal Care and Control in writing of the name, address and telephone number of the proposed new owner, the proposed new location of the dog, and the name and description of the dog.

(b) The owner shall, in addition to the above, notify any new owner or custodian of a dangerous dog in writing regarding the details of the dog's record and the terms and conditions for confinement and control of the dog. The transferring owner shall also provide Montgomery County Animal Care and Control with a copy of the notification to the new owner of his or her receipt of the original notification and acceptance of the terms and conditions. Montgomery County Animal Care and Control may impose different or additional restrictions or conditions upon the new owner.

(c) The following persons must notify Montgomery County Animal Care and Control when relocating a dog to the county, even on a temporary basis:

(1) The owner of a dangerous dog that has been designated as such by another lawful body other than the county; and

(2) The owner of a dog that has had special restrictions placed against it by any humane society or governmental entity or agency other than the county based upon the behavior of the dog.

No such designation as dangerous dog or any similar such designation by another lawful body, humane society or governmental entity shall be recognized by the county if such designation is based solely upon the breed of the dog. Any person relocating a dog to the county is subject to the restrictions set forth in this article.

#### **Sec. 7. Second dangerous dog attack in an 18 month period**

Should a dog that has been deemed dangerous by Montgomery County Animal Care and Control attack within its 18 month dangerous dog period, the dog will be seized immediately and euthanized by Montgomery County Animal Care and Control at the owners expense.

#### **Sec. 8. Unlawful use of a dog.**

It shall be unlawful for a person to make use of a dog in the commission or furtherance of any criminal act in the County. Upon a finding of violation, the court upon request shall order the dog forfeited and/or destroyed.

### **ARTICLE 8 - GUARD DOGS**

#### **Sec. 1. 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.

### **ARTICLE 9 – MISCELLANEOUS**

#### **Sec. 1. Other Laws Not Affected.**

Nothing in this chapter shall affect the authority of any law enforcement officer to respond appropriately to any situation in which there is an imminent threat by an animal to the safety of any person. This chapter shall not prohibit the seizure or impoundment of dogs as evidence as provided for under any other provision of law, nor shall any other laws, whether local or state, be affected by this chapter.

#### **Sec. 2. Enforcement**

Animal Control Officers or other designees of the County Mayor shall be the primary enforcement officials for these Regulations. These officials, along with law enforcement officers, shall have the authority to act on behalf of the County in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful actions as required enforcing the provisions of these Regulations. It shall be a violation of these Regulations to interfere with any Animal Control Officer or other enforcement official in the performance of his duties.

### **Sec. 3. Violations and Penalties:**

(a) It shall be a violation of these Regulations to:

(i) Fail to comply with any provision of these Regulations;

(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, and the costs of the court shall be assessed against the owner. pursuant to Tenn. Code Ann. § 5-1-123.

(e) All actions of Montgomery County Animal Care and Control personnel to act and enforce any and all portions of these regulations may be enforced by citation issued by the officers of the same, and enforced by the Montgomery County General Sessions Court and the Court will assess all costs, fees, and expenses of the same as the Court deems necessary as costs payable by the person (s) cited for the violations or failure to cooperate or to obstruct the execution of the regulations herein.

### **Sec. 4. 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.

### **Sec. 5. 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.

## **Sec. 6. Trap, Neuter, Return provisions**

1. TNR caregivers shall be permitted, and feral cat caregivers, organizations, and Montgomery County Animal Care and Control, are allowed to carry out TNR.

2. An ear tipped feral cat received by Montgomery County Animal Care and Control or local shelters will be returned to the location where trapped unless veterinary care is required. An ear-tipped cat trapped by Montgomery County Animal Care and Control will be released on-site unless veterinary care is required.

~~3.~~ 3. Feral cat caregivers are empowered to reclaim impounded feral cats without proof of ownership.

~~6.~~

7.4. 4. A feral cat caregiver who returns a feral cat in conjunction with TNR is not deemed to have abandoned the feral cat.

## **Article 10**

### **JURISDICTION PROCURURES AND ADMINISTRATION**

Pursuant to the Powers granted generally to Counties by statute and T.C.A. 5-1-120, 5-1-121, and 5-1-123, these rules and regulations will be enforced in the General Sessions Court for Montgomery County, Tennessee. Montgomery County Animal Control officers will issue citations for any violation hereunder and will contact all appropriate law enforcement agency with jurisdiction for charging criminal statutory violations of any applicable laws.

**Official to designate special officers.** The Animal Control Director may designate, certain of his or her employees to become special officers of the department for the purpose of issuance of citations of offenders in cases where they have jurisdiction.

**When citations deemed lawful complaints for prosecution.** When an employee is designated and authorized to issue citations, such citation will include information sworn to as required by the laws of the state, with respect to the alleged offenses and include any failure to surrender the animal as may be demanded within these regulations as a failure to surrender. In the absence of state requirements, the alleged offender must be given information relating to where he or she may pay his or her fine, where he or she may go to set a court date in the event that date has not been set at the time of issuance, to have his or her case judicially reviewed, in addition to information as to the offense with which he or she has



been charged.

**Procedures applicable to summonses and animal citations.** The following shall apply as to animal and fowl summonses and citations: A. Citations. Whenever any citation has been issued pursuant to this title, the citation shall provide for payment within fifteen (15) days from issuance. Any person receiving such citation may appear and pay the forfeiture set herein at the Animal Control administrative office on or before the end of the fifteen (15) day period. If no one appears to pay the citation by the end of such fifteen (15) days, a summons shall be issued as provided for in this title, and served either by personal service or certified or registered mail as provided by law indicating the date and time for such person to appear to answer the charge in such citation. The summons shall be set upon the docket specially established for such summons by the Montgomery County Sessions court judge. If such person fails to appear to answer summons before the court indicated and at the date and time provided for, the court, upon motion of the Animal Control department shall take a default judgment against the defendant in favor of Montgomery County. The amount of such default judgment shall be at least the amount of the forfeiture set for violation of such section and no more than fifty dollars (\$50.00) and cost for each violation. The summons shall be sworn to by the officer before a person designated as a County Magistrate for the purpose of taking oaths approved by the County. If the defendant contests the ownership of the animal or the violation of this title, he or she shall file a sworn pleading in advance of the hearing setting forth such defense or defenses so as to allow the County sufficient time to prepare for the trial.

**Summons.** Every summons issued shall provide for an appearance date and such date shall be not less than five nor more than fifteen (15) days after the issuance of a summons. The offender shall pay by mail or shall appear at the Animal Control Administrative Office 24 hours before the date set therein or at any time prior thereto and pay the forfeiture as set forth therein, or may request a trial on the date set therein. If any offender fails to appear on or before the appearance date, a docket shall be prepared, as soon as possible of all those persons failing to appear, to be called the default docket. The docket shall be presented to the court and the court shall, upon motion of the clerk, take a default judgment against the defendant in favor of the County in an amount not less than that specified by the schedule of forfeitures nor more than fifty dollars (\$50.00), plus costs, for each offense. The default docket shall be assigned in accordance with procedures established by the court rules.

**Animal violation forfeiture schedule.**

- A. The Montgomery Animal control office is authorized to collect all fines, penalties, and reimbursable expenses for care, boarding and medical treatment for all actions taken under the regulations herein upon default or at trial as may be awarded.

**Limitation on action for violations—When action deemed commenced—Service of summons.**

A. No action shall be commenced by the County in any court for the purpose of enforcing any violation of animal violation sections of the code of the County after one year from the commission of the offense. For the purpose of this section a court action shall be deemed to be commenced: 1. Upon the issuance of a citation to the offender; 2. Upon the arrest of the offender by authorized law enforcement officers; or 3. Upon the issuance of an arrest or bench warrant for the offender by an authorized law enforcement officer.

B. A summons may be served by: 1. Personal service on the offender; or 2. Registered or certified mail, addressee only, return receipt requested, except as may otherwise be required by law.

**Dismissal or entering a nolle prosequi of citation/summonses not prohibited.** Nothing herein shall

prevent the County through the County Attorney or the District Attorney's office from dismissing or entering a nolle prosequi of any citation or summons in open court. Such summons or citation shall be dismissed if it shall be determined that the citation was issued to a nonresident and is deemed uncollectible; there is a lack of proof; or for such other valid reason as stated to the court.

~~4. A feral cat caregiver who returns a feral cat in conjunction with TNR is not deemed to have abandoned the feral cat.~~

Updated July, 2017



**RESOLUTION TO ACCEPT A DONATION OF LAND FOR THE LOCATION OF  
AN EMERGENCY MEDICAL SERVICE FACILITY**

**WHEREAS,** Clarksville Health System, is the owner of land comprised of approximately 3.17 acres located off Dunlop Lane and East of Ted Crozier Boulevard, West of Interstate 24, having tax parcel ID #0004.07, known as the Southwest corner of the Tennova Healthcare, Clarksville Campus, located at 651 Dunlop Lane, Clarksville, Tennessee; and

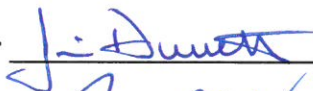
**WHEREAS,** Clarksville Health System desires to donate this real property to Montgomery County for the location of an Emergency Medical Service facility; and

**WHEREAS,** the acquisition of this real estate by Montgomery County will enhance the benefits of the Montgomery County Emergency Medical Service.

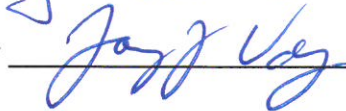
**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 14<sup>th</sup> day of August, 2017, that the County Mayor is authorized to execute all necessary documents to accept the donation of land from Clarksville Health System, a copy of which is attached hereto.

**Duly passed and approved this 14<sup>th</sup> day of August, 2017.**

Sponsor



Commissioner



Approved

County Mayor

Attested

County Clerk

## AGREEMENT TO DONATE

THIS AGREEMENT TO DONATE (this "Agreement") is made this 6<sup>th</sup> day of July, 2017 (the "Effective Date"), by and between CLARKSVILLE HEALTH SYSTEM, G.P., a Delaware general partnership (the "Donor"), and MONTGOMERY COUNTY, TENNESSEE, a political subdivision of the State of Tennessee ("Donee").

In consideration of the mutual covenants herein contained, Donor and Donee agree as follows:

### 1. DONATION.

1.1 Donation. Subject to the terms and conditions of this Agreement, Donor hereby agrees to donate to Donee, and Donee hereby agrees to accept such donation from Donor, the following described property (herein collectively called the "Property"):

(a) 3.17 +/- acres comprising Map 040 portion of that certain tract of land off Dunlop Lane and East of Ted Crozier Blvd., West of Interstate 24, having tax parcel ID # 0004.07 (the "Land"), commonly known as the Southwest Corner of the Tennova Healthcare – Clarksville ("Hospital") Campus, located at 651 Dunlop Lane, Clarksville, Montgomery County, Tennessee, being more particularly shown on Exhibit A attached hereto and incorporated herein by reference;

(b) all easements, if any, benefiting the Land; and

(c) all rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Donor, if any, in and to adjacent streets, alleys or rights-of-way.

1.2 Value. The parties agree that the fair market value of the Property is Nine Hundred and Sixty-Seven Thousand and 00/100 Dollars (\$967,000.00), as shown by the Appraisal Report dated July 21, 2016 and prepared by Joseph Mark Young and William D. Harvey, a copy of which has been received by both parties.

1.3 Survey and Subdivision. The parties agree that Donee shall, at Donee's expense, obtain a survey (the "Survey") and a subdivision plat (the "Subdivision Plat"), as required by law, prepared by a registered surveyor. The Donee, at Donee's expense, shall obtain all necessary governmental approvals required to file and record said Subdivision Plat.

### 2. ACCEPTANCE OF PROPERTY; NO REPRESENTATIONS OR WARRANTIES BY DONOR.

2.1. Title Encumbrances. Donee expressly agrees to accept the Property subject to the Permitted Exceptions. The term "Permitted Exceptions", as used in this Agreement, shall mean (i) taxes and assessments for the year in which the Closing takes place and subsequent years; (ii) reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record; (iii) zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property (including any existing violations thereof); (iv) streets, rights-of-way and highways encumbering the Property; (v) unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property; (vi) the Use Restrictions, as hereinafter defined; (vii) and any additional matters

disclosed in any title commitment or survey obtained by Donee. Donee hereby expressly agrees to be responsible for, and that Donor shall not be responsible or liable in any way, for any and all liabilities, claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including attorney's fees incurred or sustained by Donor, by reason of, or arising out of in any way, the Permitted Exceptions. This foregoing agreement shall survive the Closing, or the termination of this Agreement, as applicable.

2.2 Disclaimer. DONEE ACKNOWLEDGES AND AGREES THAT DONOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH DONEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT DONOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HAZARDOUS MATERIALS, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW). DONEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, DONEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DONOR OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST DONOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT DONOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. DONOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS", "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. THE PROVISIONS OF THIS SECTION 2.2 SHALL SURVIVE THE CLOSING.



2.3 Hazardous Materials. "Hazardous Materials" as used in this Agreement shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

2.4 Environmental Requirements. "Environmental Requirements" as used in this Agreement shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

2.5 Environmental Risks. Donee acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property, including, without limitation, the presence or existence of above ground or underground storage tanks and other historical matters with respect to the Property, and Donor makes no representation, warranty or covenant regarding the environmental condition thereof.

2.6 Liability. Donee hereby expressly acknowledges that from and after the Closing, Donee shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, to the maximum extent permitted by law, Donee shall indemnify Donor with respect to, and shall be responsible for, any and all claims, costs, damages or other liability, including attorney's fees, as a result of any Hazardous Materials being located now or previously on the Property or in the Improvements or as a result of Donee's failure to comply with the requirements of this Section in connection with Donee's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. Donor and Donee agree their intention is that this

agreement comply with Tennessee law, but to the extent allowed under current Tennessee Law, Donee will indemnify and hold harmless the Donor from all liability. This Section shall survive the Closing or termination of this Agreement, as applicable.

2.7 Release. Donee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges Donor, its officers, directors, shareholders, employees, agents, attorneys, representatives, and any other persons acting on behalf of Donor and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Donee or any of its successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements, including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing or termination of this Agreement, as applicable.

### 3. INSPECTIONS.

Although the Property is donated "AS IS", "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, Donee, within sixty (60) days of full execution of this Agreement (the "Inspection Period"), has the right to inspect the Property, or to have the Property inspected on Donee's behalf, to determine the condition and existence of defects located at, on or in the Property. All inspections shall be at Donee's sole cost and expense. In the event Donee determines, in good faith, that the Property is not suitable, Donee may terminate this Agreement by giving written notice to Donor on or before the date the Inspection Period expires. Following the Inspection Period, if Donee has not elected to terminate this Agreement, Donee shall be deemed to have approved and accepted the Property in its then-current condition in all respects. Donor recommends that Donee secure such professional inspection reports, inspections or other reports necessary to determine the presence of radon gas, lead based paint and/or lead based paint hazards, asbestos or other Hazardous Materials in or about the Property, and any other reports and inspections as Donee may reasonably deem necessary; provided (i) Donee shall not conduct any environmental investigations of the Property beyond a Phase I environmental site assessment (i.e., no sampling or drilling) or any testing likely to cause damage to the Property without the prior written consent of Donor, which consent shall not be unreasonably withheld, and (ii) Donee shall not interfere with any parties use of the Property or any operations being conducted thereon. Notwithstanding anything contained herein to the contrary, Donee agrees that it shall not access the Property nor contact any employees or other personnel of Donor without Donee first providing reasonable notice to Donor and coordinating such access or contact with Donor. If this Agreement is terminated, Donee shall repair all damage to the Property resulting from Donee's exercise of its rights under this Section 3. In addition, to the maximum extent allowed by law, Donee shall indemnify Donor from and against, and Donee agrees that it shall be responsible for, all claims, demands, actions, lawsuits, liabilities, damages, costs and expenses (including, but not limited to, court costs, litigation expenses and reasonable attorneys' fees) arising as a result of Donee's activities on the Property prior to the Closing. Donor and Donee agree their intention is that this agreement comply with Tennessee law, but to the extent allowed under current Tennessee Law, Donee will indemnify and hold harmless the Donor from all liability. If this Agreement is terminated for any reason, Donee shall furnish Donor with a copy of any title commitment, survey, physical condition assessments and

environmental assessments of the Property obtained by Donee, upon Donor's written request. Donee's obligations under this Section 3 shall survive the termination of this Agreement or the Closing, as applicable.

#### 4. CLOSING.

4.1 Closing. The closing of the donation of the Property (the "Closing") shall be held at the offices of Donor on or before that date designated by Donor (the "Closing Date") which is within fifteen (15) days after the expiration of the Inspection Period, unless the parties mutually agree upon another date. Neither Donee nor Donor shall have any obligation to agree to change the Closing Date.

4.2 Possession. Possession of the Property shall be delivered to Donee at the Closing, subject to the Permitted Exceptions.

4.3 Real Estate Taxes. All real estate taxes and other assessments with respect to the Property for the year in which the Closing occurs shall NOT be prorated. Donor shall be responsible for, and shall cause to be paid at the Closing, all outstanding real estate taxes and assessments as of the Closing Date, including such taxes and assessments for the year in which the Closing occurs if such taxes and expenses are then due and payable. Donee shall be responsible for any such expenses, taxes, and assessments on and after the Closing Date, including such expenses, taxes and assessments for the year in which the Closing occurs that are not yet due and payable. The agreements of Donor and Donee set forth in this Section 4.3 shall survive the Closing.

4.4 Closing Costs. Donee shall pay, on the Closing Date, all costs and expenses associated with the Closing, specifically including, without limitation, all transfer taxes, recording fees and taxes, title insurance premiums, and any escrow fees and other customary closing charges necessary to effectuate the Closing. Each party shall pay its own attorneys' fees.

4.5 Donor's Obligations at the Closing. At the Closing, Donor shall deliver to Donee each of the following documents:

(a) a Quitclaim Deed (the "Deed") with restrictive covenants encumbering the Property in the form attached hereto as Exhibit B (the "Use Restrictions"), executed by Donor, conveying all of Donor's right, title and interest in and to the Land and the Improvements located thereon to Donee; and

(b) if applicable, a closing statement setting forth the allocation of closing costs, and other fees necessary to effectuate the Closing.

Donee expressly acknowledges and agrees that, except for the Deed and a closing statement, Donor is not obligated to execute any documents at the Closing, including, but not limited to, such other documents necessary to cause an owner's policy of title insurance to be issued in conjunction with the transaction contemplated by this Agreement; provided, however, Donor, in its sole and absolute discretion, may elect to execute such additional documents as may reasonably be necessary to effectuate the Closing and/or the issuance of an owner's policy of title insurance.



4.6 Donee's Obligations at the Closing. At the Closing, Donee shall deliver to Donor the following:

(a) such consents and authorizations as Donor may reasonably deem necessary to evidence authorization of Donee for the donation of the Property, the execution and delivery of any documents required in connection with the Closing and the taking of all action to be taken by the Donee in connection with the Closing;

(b) a Subdivision Plat, duly recorded, subdividing the Property from the remainder of the Hospital campus;

(c) if requested by Donor, an easement agreement, in form and substance reasonably acceptable to Donor, granting Donor a perpetual, non-exclusive access and utility easement across the Property; and

(d) such other documents as may be reasonable and necessary in the opinion of the Donor or its counsel to consummate and close the donation contemplated herein pursuant to the terms and provisions of this Agreement, including, without limitation, a closing statement.

5. RISK OF LOSS.

5.1 Condemnation. If, after the date of this Agreement and prior to the Closing, action is initiated in writing to take any of the Property by eminent domain proceedings or by deed in lieu thereof, this Agreement shall automatically terminate, with each party having no continuing rights or obligations hereunder.

5.2 Casualty. Donor assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing, and Donee assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause on the day of the Closing and thereafter.

6. MISCELLANEOUS.

6.1 Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be sent by hand delivery, nationally recognized overnight courier or U.S. Certified Mail (Return Receipt Requested), postage prepaid, to the addresses set forth below:

Donor:                   Clarksville Health System, G.P.  
                              c/o CHSPSC, LLC  
                              4000 Meridian Boulevard  
                              Franklin, Tennessee 37067  
                              Attention: Legal Department

With a copy to:       Clarksville Health System, G.P.  
                  c/o CHSPSC, LLC  
                  4000 Meridian Boulevard  
                  Franklin, Tennessee 37067  
                  Attention: Real Estate Department

Donee:       Montgomery County, Tennessee  
                  1 Millenium Plaza  
                  Clarksville, Tennessee 37040

Attention:

With a copy to:       Montgomery County Mayor - Jim Durrett  
                  M.C. Historic Courthouse  
                  Clarksville, Tennessee 37040

Any party may change its address for notices by giving written notice to the other parties in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery; (ii) if sent by receipted overnight delivery service, on the date the same is received; and (iii) if sent by U.S. Mail, five (5) days after the same is deposited with such carrier.

6.2    Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof which are not expressly set forth herein. This Agreement supersedes in its entirety any letter of intent or other written agreement that may have been executed previously by the parties hereto with regard to the Property.

6.3    Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

6.4    Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

6.5    Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state where the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

6.6    Governing Law; Attorney Review. This Agreement shall be governed by the laws of the State of Tennessee. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. Donee expressly acknowledges that Donee has had the opportunity to consult with its legal counsel regarding this Agreement.

6.8 Venue. PROPER VENUE FOR ANY ACTION ARISING UNDER OR RELATING TO ANY OF THE TRANSACTION DOCUMENTS OR THE TRANSACTION CONTEMPLATED THEREIN SHALL BE IN THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER MONTGOMERY COUNTY, TENNESSEE. ALL PARTIES HERETO CONSENT TO SUCH COURTS HAVING PERSONAL JURISDICTION AND WAIVE WHATEVER RIGHTS THEY HAVE TO BE SUED ELSEWHERE.

6.9 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Donor and Donee and their respective successors and assigns. Donee shall not assign this Agreement without the prior written consent of Donor.

6.10 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

6.11 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

6.12 Multiple Counterparts and Facsimile Execution. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

6.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

Exhibit A – Depiction of Property

Exhibit B – Use Restrictions and Covenants

6.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

6.15 No Merger. Any covenant, agreement, disclaimer or indemnity herein which contemplates performance after the time of the Closing shall not be deemed to be merged into or waived by the closing instruments but shall expressly survive and be binding upon the parties obligated thereby. Neither Donor nor Donee has made any representations or warranties to the other regarding this transaction except as set forth herein.

6.16 Liability. To the extent not set forth herein, Donee hereby expressly agrees that Donee shall be liable and responsible for, and Donor shall have no liability with respect to, any



and all liabilities, claims of liability, losses, costs, charges, expenses and damages of any kind or character whatsoever, including attorney's fees incurred or sustained by Donor, by reason of, or arising out of in any way, the following: (i) inspections or repairs made by Donee or its agents, employees, contractors, successors or assigns; (ii) the imposition of any fine or penalty imposed by any governmental entity resulting from Donee's failure to timely obtain any permits, approvals, repairs or inspections or to comply with all applicable laws, rules, ordinances and regulations; and (iii) Donee or Donee's tenants, agents or representatives who use or occupy the Property prior to the Closing. This Section 6.16 shall survive the Closing, or the termination of this Agreement, as applicable.

6.17 Tax Related Covenants. From time to time, at the request of Donor and without further consideration, Donee shall execute and deliver such other documents, and take such other action, as Donor may reasonably request in order to consummate more effectively the transactions contemplated hereby, complete any tax returns including, but not limited to, IRS form 8283.


[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Donor and Donee have caused this Agreement to be executed and delivered on the day and year first above written.

**DONOR:**

CLARKSVILLE HEALTH SYSTEM, G.P.

By: CHSPSC, LLC, its Manager

By:   
Name: Martin G. Schweinhart  
Title: Executive Vice President  
Administration

**DONEE:**

MONTGOMERY COUNTY, TENNESSEE

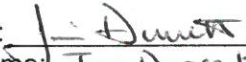
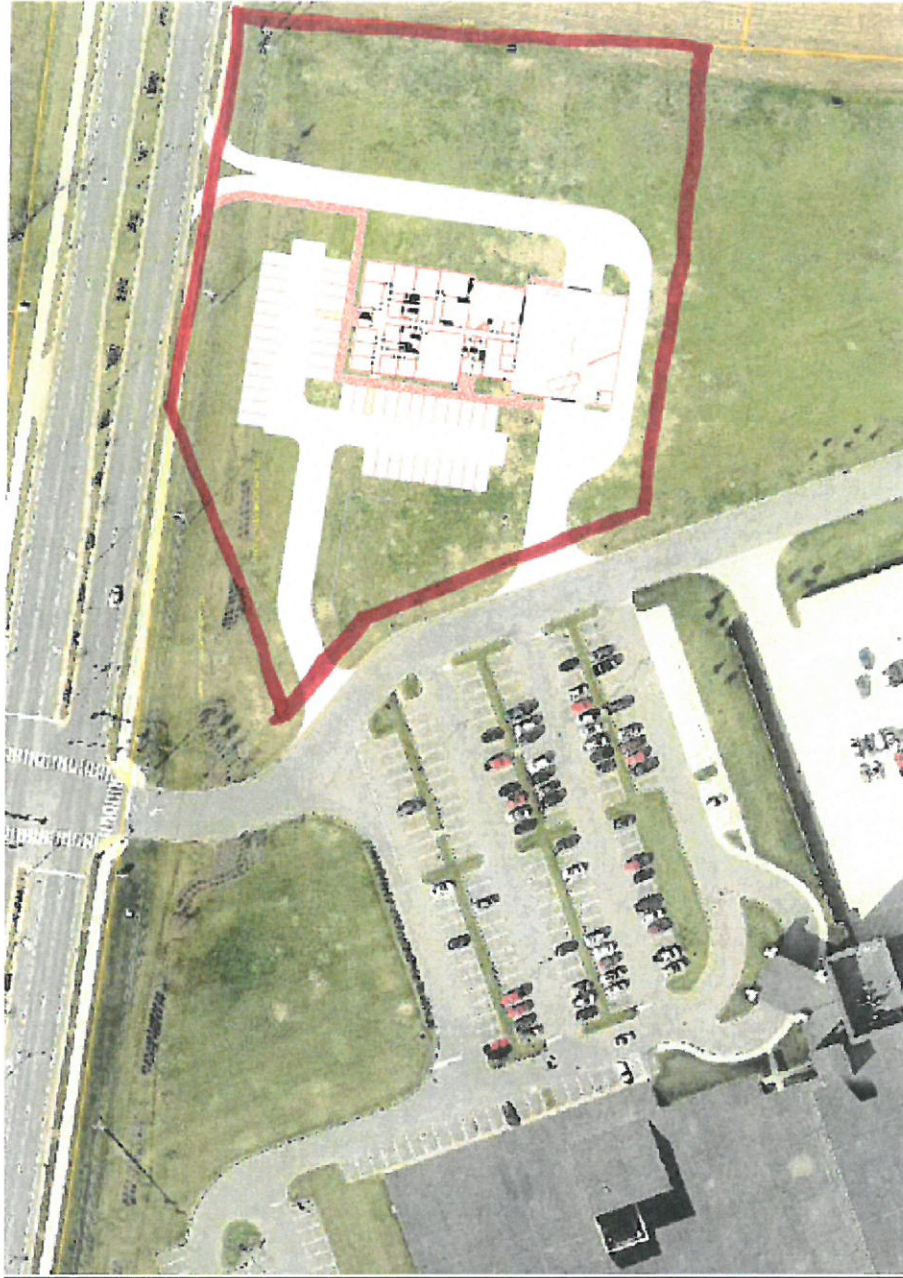
By:   
Name: Jim Derrett  
Title: Montgomery County Mayor

EXHIBIT A





## EXHIBIT B

### USE RESTRICTIONS AND COVENANTS

#### Article I

##### 1.1 Permissible Uses and Restrictions.

(a) Use. The use of the Property shall be limited to the operation of an Emergency Medical Services facility for ambulances and other emergency vehicles to be operated by the County (the "Permitted Uses"), and for no other purpose without the prior written consent of Donor, which consent may be granted or denied in its sole and absolute discretion.

(b) Absolute Prohibitions. In no event shall the Property or any part thereof be used for the following activities without the prior written consent of Donor, which consent may be granted or denied in its sole and absolute discretion: (i) the operation of an acute care general hospital, a specialty hospital, a digital imaging center, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a birthing center, a health maintenance organization or similar direct care provider, a kidney dialysis center or an inhalation or physical therapy center, (ii) any purpose that is in violation of any law, code, ordinance, zoning ordinance or condition or governmental rule or regulation, (iii) any purpose deemed by Donor or its insurer to be extrahazardous on account of fire risk, (iv) any purpose that would reasonably cause a cancellation of any insurance policy covering the Hospital, or (v) any operation which creates a nuisance. Donor and Donee agree their intention is that this agreement comply with Tennessee law, but to the extent allowed under current Tennessee Law, Donee will indemnify and hold harmless the Donor from all liability.

(c) No Drug Dispensing. No drugs or medicines may be dispensed on the Property to persons other than medications normally administered by ambulance and [EMS] providers.

(d) Equipment. The installation and use of any diagnostic, laboratory or radiology equipment on the Property shall be subject to the prior written approval of Donor, which approval shall not be unreasonably withheld in connection with such equipment used in connection with the Permitted Uses, but may be withheld in Donor's sole discretion otherwise, and prior to the installation of any such equipment on the Property, Donor shall be provided with a list of such equipment and its intended use.

(e) Duration. The provisions of this Section shall remain in effect and be enforceable until such time as the Hospital, or any successor health care facility which replaces the Hospital, is permanently closed; provided, however, that the provisions of this Article I shall in any event terminate, lapse and be of no further effect on the date ninety-nine (99) years after the recording of this Deed. The Hospital or successor health care facility shall, for the purposes of the preceding sentence, be deemed to have permanently closed when and if such facility has been closed and no health care services of any kind have been provided therein for a period of twenty-four (24) consecutive months; provided, however, if no such health care services have been provided at such facility for such period of time because of damage or destruction by fire or any other casualty, and such facility is being repaired or reconstructed, then such facility shall

not be deemed to have closed, permanently or otherwise, from the date of such casualty to the date of completion of such repairs or restoration.

(f) Alterations. Donee, at its sole expense, may make interior, exterior and structural alterations and additions to any portion of the Property, provided that (i) with respect to material exterior and structural alterations and additions, Donee shall first obtain Donor's prior written consent, which shall not be unreasonably withheld, and (ii) the additions and alterations shall be constructed expeditiously with good materials in a good and workmanlike manner and in accordance with all legal requirements. Donor shall use its reasonable efforts to approve or comment upon Donee's proposed plans and specifications within thirty (30) days following its receipt of same from Donee. Donee's proposed plans and specifications shall be deemed approved if Donor does not approve, comment, or give written notice to Donor within thirty (30) days of Donee furnishing Donee's proposed plans and specifications to Donor. In the event Donor does not approve Donee's proposed plans and specifications, Donor must provide to Donee specific reasons why such proposed plans and specifications were not approved.

(g) Transfers. Donee shall not sell, contract to sell, lease, sublease, assign, transfer or otherwise grant any interest (each a "Transfer") in the Property or any portion thereof, to a Precluded Transferee, as hereinafter defined, or to any other third party without the prior written consent of Donor. For purposes hereof, any change in control of Donee by merger, consolidation, sale of assets, stock transfers, transfers of partnership interests or other means of transferring control of Donee or its business, shall be deemed to be a Transfer of the Property. Any such Transfer in violation of the foregoing shall be void. The term "Precluded Transferee" as used herein shall mean and include (i) any person, corporation, limited liability company, partnership (general or limited), joint venture, association, trust, governmental entity or other business entity or organization (a "Person") which is engaged in the operation of a business, which at the time in question, is competitive with any business of Donor, or any Affiliate of Donor, including, by way of example but not necessarily limited to, any health care business or facility, a health maintenance organization, physician practice management, or any service which is precluded pursuant to the provisions of this Section 1.2, and (ii) any Person which constitutes an Affiliate (as hereinafter defined) of any Person described in clause (i) above. Donor's consent shall not be necessary with respect to any acquisition of Donee's interest upon foreclosure by Donee's mortgagee or a transfer in lieu of foreclosure, or upon the initial assignment by such mortgagee following acquisition through foreclosure or transfer in lieu of foreclosure; provided, however, that no such assignment, transfer or other conveyance to or by such mortgagee shall be to a Precluded Transferee. For purposes hereof, the term "Affiliate" shall mean, as to the entity in question, any Person that directly or indirectly controls, is controlled by, or is under common control with, the entity in question; and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

### 1.3 Right of First Refusal.

(a) Transfer Notice. Donor shall have the continuing right of first refusal to purchase all or any portion of the Property, if Donee, or its successor, assignee or transferee elects to sell, assign, lease (with respect to the Land only) or transfer the same. The sale, assignment or transfer in one or more transactions of twenty-five percent (25%) or more of the ownership interests in Donee, which is intended to transfer twenty-five percent (25%) or more of the beneficial interests of Donee in the Property shall constitute an assignment of Donee's interest in the Property for purposes of this Section 1.3 (any such transfer to which Donor's right

of first refusal applies being herein referred to as an "RFR Transfer"). If Donee shall receive an offer to Transfer its interest in all or any portion of the Property, which Donee desires to accept, Donee shall first serve written notice (the "RFR Transfer Notice") of its desire to accept such offer to Donor. The RFR Transfer Notice shall specify: (a) the name(s) and address(es) of the prospective purchaser(s) or transferee(s) (the "RFR Transferee"); (b) the price or other consideration to be paid; and (c) all other terms and conditions of the proposed RFR Transfer. The RFR Transfer Notice shall be accompanied by such other information regarding the proposed RFR Transfer or the RFR Transferee as Donor may reasonably require to verify the bona fide nature of the offer. Notwithstanding the foregoing, Donor's consent shall not be necessary with respect to any acquisition of Donee's interest upon foreclosure by Donee's mortgagee or a transfer in lieu of foreclosure, or upon the initial assignment by such mortgagee following acquisition through foreclosure or transfer in lieu of foreclosure; provided, however, that no such assignment, transfer or other conveyance to or by such mortgagee shall be to a Precluded Transferee.

(b) Election. Donor shall have thirty (30) days after receipt of the RFR Transfer Notice to notify Donee of its election to exercise its right of first refusal to effect the RFR Transfer upon the same terms and conditions set forth in the RFR Transfer Notice received by Donee. Notwithstanding the fact that Donor may not from time to time exercise its rights hereunder, Donee and all successors in interest shall not be relieved of their obligation to provide Donor with a right of first refusal with respect to any future RFR Transfer.

(c) Procedure. In the event Donor does not, within the time designated in Section 1.3(b), exercise its right of first refusal, Donee may effect the RFR Transfer specified in the RFR Transfer Notice to the RFR Transferee specified therein and at the price and on terms and conditions not less favorable to Donee than those specified therein, provided that such RFR Transfer is completed within six (6) months of the date of the RFR Transfer Notice. Donee may not, without giving a new written notice to Donor of its intention to do so, effect a RFR Transfer (i) to any other Person or at any other price or on any other terms or conditions less favorable to Donee than those specified in the RFR Transfer Notice, or (ii) after six (6) months following the date of the RFR Transfer Notice.

## ARTICLE II

### GENERAL PROVISIONS

2.1 Covenants Running with the Land; Enforcement and Remedies. The covenants, restrictions and rights of first refusal provided for in Article I shall be effective upon the date hereof and shall run with the Land. The agreements provided for herein shall inure to the benefit of and be binding upon (a) Donor and its successors and assigns; (b) the Hospital; (c) the Donee, and (d) the respective successors, successors-in-title, assigns, heirs and lessees of Donor, the Hospital and the Donee, and their respective agents, employees, lessees and invitees. The covenants and restrictions provided for in Article I shall remain in full force and effect and shall be unaffected by any change in ownership of the Property, or any portion thereof, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to Donor and the Hospital by reason of any breach of the agreements, covenants and restrictions set forth in this Deed and, therefore, Donor and the Hospital shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Deed, as well as any other relief available at law or equity. The failure of Donor or the Hospital, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Deed, or to exercise any right or privilege conferred in



this Deed, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

2.2 Fees and Expenses. In the event the Donee or the Donor fails to perform any of its respective obligations under this Deed or in the event a dispute arises concerning the meaning or interpretation of any provision herein, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitation court costs and reasonable attorneys' fees.

2.3 Savings Clause. If any covenant, condition, restriction, option, right of first refusal or other provision of this Deed shall be unlawful, void or voidable for the violation of any rule of law including, but not limited to, the rule against perpetuities, any law regarding unreasonable restraints on alienation or any similar rule of law, then such provision shall continue only until the date twenty-one (21) years after the death of the last survivor of the now-living lineal descendants of Elizabeth II, Queen of England.

**RESOLUTION APPROPRIATING ADDITIONAL FUNDS TO OPERATE AN ICE  
RINK AT CIVIC PLAZA AND ASSOCIATED REVENUES THERETO**

**WHEREAS**, the Montgomery County Commission appropriated a total of two hundred and twenty-two thousand dollars (\$222,000.00) for rental and operation of an ice rink in the 2018 fiscal year budget; and

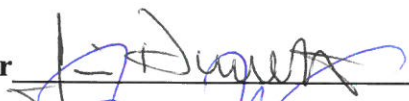


**WHEREAS**, it has been determined that additional funds of one-hundred and eleven thousand dollars (\$111,000.00) will be necessary to complete the project, bringing the total budget to three hundred and thirty-three thousand dollars (\$333,000.00); and

**WHEREAS**, revenues have been estimated to offset the costs of the project in the amount of three hundred and thirty-three thousand dollars (\$333,000.00).

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 14<sup>th</sup> day of August, 2017, that one hundred and eleven thousand dollars (\$111,000.00) be appropriated from the general fund balance, offset by revenues, and amend the budget for the following accounts:

101-00000-00000-00-43190 (Revenue)	Other General Service Charges	(\$333,000.00)
101-51900-00000-51-51680-P0004	Temporary Personnel	\$ 17,000.00
101-51900-00000-51-52010-P0004	Social Security	\$ 1,055.00
101-51900-00000-51-52120-P0004	Employer Medicare	\$ 250.00
101-51900-00000-51-52120-P0004	Other Contracted Services	\$ 92,695.00
	Total	\$ 111,000.00

**Duly passed and approved the 14<sup>th</sup> day of August, 2017**

Sponsor   
 Commissioner   
 Approved   
 County Mayor

Attested \_\_\_\_\_  
 County Clerk

## **COUNTY MAYOR NOMINATIONS**

**AUGUST 14, 2017**

### **ANIMAL CARE AND CONTROL COMMITTEE**

2-year term (max 4 yrs)

\_\_\_\_\_ nominated to fill the unexpired term of Dr. Leslie Burchett, Veterinarian; term to expire January, 2018.

### **BUILDING AND CODES COMMITTEE**

3-year term (max 6 yrs)

Commissioner Ron Sokol is nominated to serve his second three-year term to expire August, 2020.

Commissioner John Genis is nominated to serve his second three-year term to expire August, 2020.

Commissioner Jerry Allbert is nominated to serve his second three-year term to expire August, 2020.

### **JUDICIAL COMMISSIONER**

1 yr terms

Joe Papastathis nominated to fill the unexpired term of Cynthia Geathers, as a part-time employee; term to expire March, 2018.

Rebecca Becker (formerly Adair) nominated to serve another one-year term to expire July, 2018.  
*(Rebecca's nomination was approved in July however, her name has changed to Rebecca Becker and for swearing-in purposes, this nomination will need to be approved again to acknowledge the name change)*



## **COUNTY MAYOR APPOINTMENTS**

**AUGUST 14, 2017**

### **LOSS CONTROL COMMITTEE**

2-yr term (max 4 yrs)

**(to be confirmed by the County Commission)**

Commissioner Arnold Hodges appointed to serve his second two-year term to expire August, 2019.

Commissioner Monroe Gildersleeve appointed to serve his second two-year term to expire August, 2019.

Commission Ron Sokol appointed to serve his second two-year term to expire August, 2019.

Tim Swaw appointed to serve his second two-year term to expire August, 2019.

### **SENIOR CITIZENS BOARD**

3-yr term (max 6 yrs)

Juan Ramon Reyes appointed to fill the unexpired term of Maureen Potter, who resigned; term to expire April, 2020.

# COUNTY COMMISSION MINUTES FOR

JULY 10, 2017

SUBMITTED FOR APPROVAL AUGUST 14, 2017

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, July 10, 2017, at 6:00 P.M. at the Montgomery County Courthouse. Present and presiding, the Hon. Jim Durrett, County Mayor (Chairman). Also present, Jeff Truitt, Chief of Staff, Kellie A. Jackson, County Clerk, John Fuson, Sheriff, Tim Harvey, County Attorney, Jeff Taylor, Director of Accounts and Budgets, and the following Commissioners:

Jerry Allbert	Robert Gibbs	Wallace Redd
Ed Baggett	David Harper	Larry Rocconi
Martha Brockman	Arnold Hodges	Ron J. Sokol
Brandon Butts	Jason A. Hodges	Audrey Tooley
Joe L. Creek	Garland Johnson	Tommy Vallejos
John M. Gannon	Charles Keene	Joe Weyant
John M. Genis	Robert Nichols	

PRESENT: 20

ABSENT: Monroe Gildersleeve (1)

When and where the following proceedings were had and entered of record, to-wit:

**A presentation was given by Director of Schools, Millard House.**

**The minutes of the June 12, 2017, meeting of the Board of Commissioners, were approved.**

**The following Resolutions were Adopted:**

**CZO-1-2017** Resolution Amending the Text of “The Zoning Resolution of Montgomery County, Tennessee,” to Establish an “Outdoor Shotgun Range” as a “Use Permitted on Review” in the Agricultural (AG) and Agricultural Commercial (AGC) Districts of Montgomery County

**17-7-1** Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance of State Grant Funds from the Tennessee Department of Mental Health and Substance Abuse Services

**17-7-2** Initial Resolution Authorizing the Issuance of Not to Exceed Thirty-Two Million Dollars (\$32,000,000) General Obligation Public Improvement Bonds of Montgomery County, Tennessee

**17-7-3** A Resolution Authorizing the Issuance of General Obligation Refunding and Improvement Bonds of Montgomery County, Tennessee in the Aggregate Principal Amount of Not to Exceed \$64,000,000, in One or More Series; Making Provision for the Issuance, Sale and Payment of Said Bonds, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds

**A Motion to Suspend the Rules was made by Commissioner Sokol, seconded by Commissioner Butts.**

**17-7-4** Amended Resolution to Purchase Land to Establish a Training Complex for Montgomery County Public Safety Agencies

**The following Resolution was pulled from the Agenda:**

**17-6-5** Amended Resolution to Implement Flow Control as a Policy for Bi-County Solid Waste Management System and the Established Municipal Solid Waste Regional Board Serving Montgomery, Stewart, and Robertson Counties in Tennessee

**The County Clerk’s Report for the month of June was Approved.**

**Reports Filed:**

1. Building & Codes Monthly Report
2. CMCSS – Report on Debt Obligation
3. Trustee’s Report
4. Accounts & Budgets Monthly Report
5. Montgomery County 2017 Letter and Report on \$24,155,000 Refunding



6. Financial Report – Register of Deeds
7. Highway Department's Annual Inventory List

### **Nominating Committee Nominations Approved:**

#### **AIRPORT AUTHORITY**

**5-yr term**

James Halford nominated to serve another five-year term to expire July, 2022.

**(Approved by the Airport Authority on June 28, 2017)**

#### **LEGISLATIVE LIAISON COMMITTEE**

**2-yr term**

Commissioner Wallace Redd is nominated to serve another two-year term to expire July, 2019.

Commissioner Jason Hodges is nominated to serve another two-year term to expire July, 2019.

#### **ZONING APPEALS BOARD**

**5-yr term**

Mark Riggins nominated to replace Mike Taylor for a five-year term to expire July, 2022.

### **Mayor Nominations Approved:**

#### **EMERGENCY MEDICAL SERVICES**

**3-yr term**

Commissioner Larry Rocconi has been filling an unexpired term and is now eligible to serve his first full three-year term to expire July, 2020.

#### **FIRE COMMITTEE**

**3-yr term**

Commissioner David Harper has been filling an unexpired term and is now eligible to serve his first full three-year term to expire July, 2020.

#### **JUDICIAL COMMISSIONER 1-yr term**

Darlene Sample (Lead Commissioner) nominated to serve another one-year term to expire July, 2018.

Rebecca Adair nominated to serve another one-year term to expire July, 2018.

#### **LIBRARY BOARD**

**3-yr term**

Commissioner Monroe Gildersleeve has been filling an unexpired term and is now eligible to serve his first full three-year term to expire July, 2020.

Jacqueline Crouch is nominated to serve her second three-year term to expire July, 2020.

Dottie Mann has been filling an unexpired term and is now eligible to serve her first full three year term to expire July, 2020.

Joyce Norris nominated to replace Khandra Smalley for a three-year term to expire July, 2020.

### **Mayor Appointments Approved:**

#### **BUILDING & CODES, INTERNATIONAL BOARD OF APPEALS**

**5-yr term**

Steve Jones nominated to replace Phillip Holt for a five-year term to expire July, 2022.

**The Board was adjourned.**

Submitted by:

Kellie A. Jackson  
Kellie A. Jackson  
County Clerk



MONTGOMERY COUNTY CLERK  
KELLIE A JACKSON COUNTY CLERK  
350 PAGEANT LANE SUITE 502  
CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected August 14,2017

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. REBECCA BORRIS	140 JERRY SMITH RD INDIAN MOUND TN 37079 931-980-0558	328 COLLEGE ST CLARKSVILLE TN 37040 931 538 7000
2. DANNY CHESTER	406 COUNTRY CLUB COURT CLARKSVILLE TN 37043 931 551 9609	
3. CHONG HYE CHOE	331 SAM HOUSTON CIRCLE CLARKSVILLE TN 37040 931 538 8712	2503 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 503 8000
4. YVETTE B DAILEY	337 RIVERVIEW DRIVE DOVER TN 37058 931 627 0630	510 NORTH SECOND ST CLARKSVILLE TN 37040 931 920 4000
5. TRACY DAVIS	584 PEACHERS MILL RD APT F CLARKSVILLE TN 37042 931 698 5889	729 NORTH GALLATIN PIKE MADISON TN 37115 615 358 8010
6. VERA LOUISE EATMAN	705 GREEN VALLEY CT CLARKSVILLE TN 37042 931 801 1323	70 TEXAS AVE FORT CAMPBELL KY 42223 270 439 1218
7. MEAGAN GATES	603 AVONDALE RD. OAK GROVE KY 42262 865-776-2978	307 PROVIDENCE BLVD CLARKSVILLE TN 37042 931-920-2316
8. KATHERYN A GRAY	1408 HONEYSUCKLE LANE CLARKSVILLE TN 37043 931 624 1797	135 COMMERCE STREET CLARKSVILLE TN 37040 931 648 0656
9. WAYNE M GREEN	1925 ASHALND CITY RD APT 1521 CLARKSVILLE TN 37043 931 274 7585	
10. LEIGHANNE GUTHRIE	334 IRONWORKERS RD. CLARKSVILLE TN 37043 931-320-1141	150 RICHVIEW RD. CLARKSVILLE TN 37043 931-648-0110
11. ANITA HARRIS	2523 ATWOOD DR CLARKSVILLE TN 37040 931 257 4810	328 COLLEGE STREET CLARKSVILLE TN 37040 931-538-7000
12. RONNIE D HARRISON	3925 OAKWOOD ROAD WOODLAWN TN 37191 931-552-2232	3917 OAKWOOD RD WOODLAWN TN 37191 931-503-0775



MONTGOMERY COUNTY CLERK  
KELLIE A JACKSON COUNTY CLERK  
350 PAGEANT LANE SUITE 502  
CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected August 14, 2017

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
13. SCOTT E JENSEN	645 HAY MARKET ROAD CLARKSVILLE TN 37043 931 624 5559	1971 MADISON ST CLARKSVILLE TN 37043 931 648 7165
14. TONIA A JONES	3352 CLEARWATER DR CLARKSVILLE TN 37042 931 503 8160	503 MADISON ST CLARKSVILLE TN 37043 931 552 5339
15. DONNA B KILLEBREW	163 DELMAR DR CLARKSVILLE TN 37040 931 645 9615	150 RICHVIEW RD CLARKSVILLE TN 37043 931 648 0110
16. JAMIE KILLETT	2957 CORE DRIVE CLARKSVILLE TN 37040 443 359 1084	271 STONECROSSING DR CLARKSVILLE TN 37042 931 551 4400
17. ALICIA MOSS	708 WINDING BLUFF WAY CLARKSVILLE TN 37040 931 220 2101	708 WINDING BLUFF WAY CLARKSVILLE TN 37040 931 220 2101
18. LISA MARIE NICHOLSON	1089 SEVEN MILE FERRY RD CLARKSVILLE TN 37040 931 237 1675	1158 FT CAMPBELL BLVD CLARKSVILLE TN 37040 931-645-5888
19. BEVERLY G REDA	1935 BASHAM LANE CLARKSVILLE TN 37040 931 801 5858	510 N 2ND ST CLARKSVILLE TN 37040 931 920 4000
20. SARAI A SMITH	3723 SUITER RD CLARKSVILLE TN 37040 678 549 8038	2070 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 920 1579
21. DOLLY A TATE	190 LANCASHIRE DR CLARKSVILLE TN 37043 931 358 5901	3825 BEDFORD AVE STE 203 NASHVILLE TN 37215 615 320 4738
22. COLLIN MICHAEL THORNTON	643 S LIBERTY CHURCH RD. CLARKSVILLE TN 37042 931-221-4963	NA na
23. NICK T TOOLEY JR	201 TIMBER COURT DRIVE APT D CLARKSVILLE TN 37043 931 249 6440	215 FRANKLIN ST STE 106 CLARKSVILLE TN 37040 931 920 3284
24. SHIRLAINE WALKER	223 E. JOHNSON CIRCLE CLARKSVILLE TN 37040 931 801 3388	114 KRAFT STREET BLDG M CLARKSVILLE TN 37040 931 648 8250

MONTGOMERY COUNTY CLERK  
KELLIE A JACKSON COUNTY CLERK  
350 PAGEANT LANE SUITE 502  
CLARKSVILLE TN 37040  
Telephone 931-648-5711  
Fax 931-572-1104

Notaries to be elected August 14,2017

<u>NAME</u>	<u>HOME ADDRESS AND PHONE</u>	<u>BUSINESS ADDRESS AND PHONE</u>
25. JARED D WILSON	107 ALFRED DRIVE CLARKSVILLE TN 37043 931 552 7108	319 MADISON ST CLARKSVILLE TN 37040 931 647 0221

**MONTGOMERY COUNTY DRIVER SAFETY PROGRAM**  
**QUARTERLY REPORT: REVENUE AND ATTENDEES**  
**APRIL - JUNE 2017**

**\*Adult Driver Improvement Program**

<b><u>Rev Rec:</u></b> April 2017.....\$2,629.12	<b><u>Attendees:</u></b> April 2017.....48
May 2017.....\$3,270.37	May 2017.....44
June 2017.....\$2,757.37	June 2017.....57
Total.....\$8,656.86	Total.....149

**\*ADIP Book Fees**

<b><u>Rev Rec:</u></b> April 2017.....\$ 136.32
May 2017..... \$ 169.57
June 2017.....\$ 142.97
Total.....\$ 448.86

**\*JUVENILE COURT DDC ALIVE AT 25**

<b><u>Rev Rec:</u></b> April 2017.....\$ 171.00	<b><u>Attendees:</u></b> April 2017.....4
May 2017.....\$ 570.00	May 2017.....5
June 2017.....\$ 399.00	June 2017.....12
Total.....\$1,140.00	Total.....21



**\*JUVENILE COURT DDC 4**

<b><u>Rev Rec:</u></b> April 2017.....\$1,938.00	<b><u>Attendees:</u></b> April 2017.....38
May 2017.....\$2,223.00	May 2017 .....32
June 2017.....\$1,938.00	June 2017.....38
Total.....\$6,099.00	Total.....108

**\*Seatbelt**

<b><u>Rev Rec:</u></b> April 2017.....\$ 66.50	<b><u>Attendees:</u></b> April 2017...11
May 2017.....\$ 57.00	May 2017.....0
June 2017.....\$ 28.50	June 2017.....6
Total.....\$ 152.00	Total.....17

**\*Anti Theft**

<b><u>Rev Rec:</u></b> April 2017.....\$ 85.50	<b><u>Attendees:</u></b> April 2017.....6
May 2017.....\$ 85.50	May 2017.....0
June 2017.....\$ 114.00	June 2017.....11
Total.....\$ 285.00	Total.....17

**Montgomery County, Tennessee**  
**Office of Trustee**  
**Monthly Financial Report**  
**For the Month Ending 6/30/2017**

<b>ASSET</b>		<b>Beginning Balance</b>	<b>Debits</b>	<b>Credits</b>	<b>Ending Balance</b>
999-11120	CASH ON HAND	1,300.00	17,899,401.66	17,899,401.66	1,300.00
999-11130-001	CASH IN BANK-BANK OF AMERICA	3,368,184.29	116,208.08	3,060,386.13	424,006.24
999-11130-003	F & M BANK-TAX PAYMENTS	1,594,974.92	1,507.07	268.00	1,596,213.99
999-11130-006	PLANTERS BANK-MMA(TAX ACCOUNT)	3,292,904.01	786,691.71	1,053.49	4,078,542.23
999-11130-007	US BANK - TAX ACCOUNT	0.00			0.00
999-11130-008	CUMBERLAND BK - TAX ACCOUNT	1,727,588.54	2,166.08		1,729,754.62
999-11130-009	MCG HOLDING ACCOUNT	0.00			0.00
999-11130-010	SCHOOL HOLDING ACCOUNT	0.00			0.00
999-11130-022	PLANTERS BANK-OTHER CNTY GOVT CC	129,865.31	37,880.76	18,194.42	149,551.65
999-11130-024	PLANTERS BANK- GO SCHOOL BOND	0.00			0.00
999-11130-025	LEGENDS BANK - BI-COUNTY FEES	10,000.00	65,954.70	65,954.70	10,000.00
999-11130-026	PLANTERS BANK -209	44,600.04	4,969.12	409.69	49,159.47
999-11130-027	REGIONS - OPERATING	17,153,399.51	69,645,291.77	68,687,613.59	18,111,077.69
999-11130-028	REGIONS - MCG CLEARING	0.00	5,090,106.65	5,090,106.65	0.00
999-11130-029	REGIONS - SCHOOL CLEARING	0.00	13,008,325.18	13,008,325.18	0.00
999-11300-001	PLANTERS BANK MMA-101	101,581.83	43.84		101,625.67
999-11300-002	PLANTERS BANK CD-101	5,305,544.41	7,985.99		5,313,530.40
999-11300-004	LEGENDS BANK - 207	7,454,293.43	64,634.09	2,522,371.94	4,996,555.58
999-11300-006	PLANTERS BANK-DEPOSIT ACCT	29,539,064.03	1,338,227.00	835,543.94	30,041,747.09
999-11300-011	SYNOVUS - SHARED CD - 101	14,476,944.65	31,090.98		14,508,035.63
999-11300-014	PLANTERS BANK MMA-101	1,983,951.87	856.27		1,984,808.14
999-11300-016	CAPSTAR BANK CDARS-101	15,414,524.85	23,310.74		15,437,835.59
999-11300-019	LOCAL GOVT INVESTMENT POOL 101	46,741.47	64.42		46,805.89
999-11300-026	BANK OF NASHVILLE / SYNOVUS	3,775,659.23	2,303.78		3,777,963.01
999-11300-027	CAPITAL BANK - CDARS	19,246,314.12	24,790.16		19,271,104.28
999-11300-028	REGIONS - CAPITAL PROJECTS	4,258,671.19	7,514.56		4,266,185.75
999-11300-029	REGIONS - GO PUBLIC IMPROVEMENT	2,622,993.12	4,628.35		2,627,621.47
999-11300-030	REGIONS - WORKER'S COMP	836,163.50	1,475.44		837,638.94
999-11300-035	REGIONS - E911	428,608.61	756.29		429,364.90
999-11300-036	REGIONS - EMS HANKOOK	305,352.34	538.80		305,891.14
999-11300-037	REGIONS - DEBT SERVICE	214,868.17	379.14		215,247.31
999-11300-038	REGIONS - UNEMPLOYMENT TRUST	115,255.51	203.37		115,458.88
999-11300-039	REGIONS - DTF	109,523.86	193.26	11,200.00	98,517.12
999-11300-040	HILLIARD LYONS	15,024,371.31	39,843.85		15,064,215.16
999-11300-041	2016A G.O. PUBLIC IMPROVEMENT BOND	18,468,101.32	21,145.73		18,489,247.05
999-11405	CHECKS WITH INSUFFICIENT FUNDS	9,703.55	21.80	7,259.82	2,465.53
999-11410	STATE OF TN TAX RELIEF CURR YR	6,416.00	4,742.00	5,858.00	5,300.00
999-11515	MONTGOMERY COUNTY RELIEF	0.00	560.00	560.00	0.00
999-11890	MORTGAGE CLEARING	0.00			0.00
		<b>167,067,464.99</b>	<b>108,233,812.64</b>	<b>111,214,507.21</b>	<b>164,086,770.42</b>

LIABILITY		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
101-21353	PLANNING COMMISSION	0.00			0.00
101-21560	DUE TO LITIGANTS HEIRS AND OTHERS	0.00			0.00
999-20040	EXCESS LAND SALE PAYMENTS 2004	25,830.63			25,830.63
999-20100	EXCESS LAND SALE PAYMENTS 2010	0.00			0.00
999-20110	EXCESS LAND SALE PAYMENTS 2011	0.00			0.00
999-20120	EXCESS LAND SALE PAYMENTS 2012	399.21			399.21
999-20130	EXCESS LAND SALE PAYMENTS 2013	138,394.12		2,768.17	141,162.29
999-20140	EXCESS LAND SALE PAYMENTS 2014	45,334.08		9,092.64	54,426.72
999-20150	EXCESS LAND SALE PAYMENTS 2015	0.00			0.00
999-20160	EXCESS LAND SALE PAYMENTS 2016	0.00			0.00
999-22200	OVERPAYMENTS	8,145.33	452.63	178.51	7,871.21
999-24105	CREDIT CARD FEES	494.43			494.43
999-24106	CLERK'S FEES	0.00			0.00
999-24110	CLERK'S ORDER TO SELL FEES	0.00			0.00
999-26500	STOP PAYMENTS	0.00			0.00
999-26510	ATTORNEY'S FEES	0.00			0.00
999-26515	ATTORNEY'S BILL OF COSTS	0.00			0.00
999-26520	TRANSFER TAX (REGISTER OF DEEDS)	0.00			0.00
999-27700	TRUSTEE'S HOLDING ACCOUNT	1,776.19	1,776.19		0.00
999-28310	UNDISTRIBUTED TAXES	0.00			0.00
999-29900	FEE/COMMISSION ACCOUNT	116,665.72	116,576.09	118,229.23	118,318.86
101	COUNTY GENERAL FUND	31,374,894.90	6,235,405.04	4,245,274.68	29,384,764.54
122	DRUG CONTROL FUND	140,408.53	4,186.16	8,790.12	145,012.49
131	GENERAL ROAD FUND	4,505,191.42	928,864.02	822,532.83	4,398,860.23
141	GENERAL PURPOSE SCHOOL FUND	48,608,718.49	24,028,585.68	16,272,422.86	40,852,555.67
142	SCHOOL FEDERAL PROJECTS FUND	1,939,458.01	2,600,782.38	2,174,794.51	1,513,470.14
143	CHILD NUTRITION FUND	2,831,478.33	936,523.77	3,643,643.98	5,538,598.54
144	SCHOOL SYSTEM TRANS FUND	2,146,436.43	911,771.42	2,343,871.35	3,578,536.36
146	EXTENDED SCHOOL PROGRAM FUND	133,058.78	1,152.85	43,385.00	175,290.93
151	DEBT SERVICE FUND	30,141,409.75	284,342.52	2,405,751.76	32,262,818.99
171	CAPITAL PROJECTS FUND	14,952,699.66	1,137,579.52	35,599.09	13,850,719.23
177	EDU CAPITAL PROJECTS FUND	287,169.26	405,527.61	3,081,500.00	2,963,141.65
204	E911 COMMUNICATION DIST	2,120,334.68	493,489.46	388,056.08	2,014,901.30
207	BI-COUNTY LANDFILL	4,943,858.74	1,070,028.16	1,083,162.65	4,956,993.23
209	LIBRARY FUND	472,893.24	170,937.89	50,433.42	352,388.77
263	SELF INSURANCE TRUST FUND	20,901,628.79	4,351,087.33	4,005,625.71	20,556,167.17
266	WORKERS' COMPENSATION	750,288.74	50,673.56	7,346.11	706,961.29
267	UNEMPLOYMENT COMPENSATION	38,274.84	5,693.43	9,926.92	42,508.33
351	CITY OF CLARKSVILLE - SALES TAX	0.00	1,411,152.66	1,411,152.66	0.00
352	CITY OF CLARKSVILLE - PROP TAX	0.00			0.00
356	CITY OF CLARKSVILLE	0.00			0.00
362	MGC RAIL AUTHORITY	9,377.09	125.06	12.68	9,264.71
363	JUDICIAL DISTRICT DRUG FUND	304,938.20	7,262.66	13,451.04	311,126.58
364	DISTRICT ATTORNEY FUND	77,907.40	5,197.25	1,476.77	74,186.92
365	PORT AUTHORITY	50,000.00			50,000.00
		<b>167,067,464.99</b>	<b>45,159,173.34</b>	<b>42,178,478.77</b>	<b>164,086,770.42</b>



This report is submitted in accordance with requirements of section 5-8-505,  
and/or 67-5-1902, Tennessee Code Annotated, and to the best of my knowledge,  
information and belief accurately reflects transactions of this office for the year ended June 30, 2017

Brenda C. Kaulordby  
Signature  
7/15/2017  
Date  
Corinthian Elder

Trustee  
Title  
Chief Deputy Trustee

MONTGOMERY COUNTY TRUSTEE'S OFFICE										
INVESTMENTS-JUNE, 2017 INTEREST REPORT										
FUND NAME	FUND	ACCOUNT	BANK NAME	INVESTMENT	ACCRUED	INTEREST	TOTAL INVESTED	APY%	Maturity	INVESTMENT INFORMATION
	CODE	NUMBER			INTEREST				Date	
COUNTY GENERAL FUND	101	11130-003	F&M BANK/TAX RECEIPTS	\$ 1,595,623.83	\$ 590.16		\$ 1,596,213.99	0.45		
COUNTY GENERAL FUND	101	11130-006	PLANTERS BANK/TAX RECEIPT	\$ 4,077,829.40	\$ 712.83		\$ 4,078,542.23	0.25		
COUNTY GENERAL FUND	101	11130-007	US BANK/TAX RECEIPTS	\$ -	\$ -		\$ -	0.05		Account Closed July 2016
COUNTY GENERAL FUND	101	11130-008	CUMB. BK. & TRUST/TAX RECEIPTS	\$ 1,728,688.99	\$ 1,065.63		\$ 1,729,754.62	0.75		
ANIMAL CONTROL/EMS	101	11130-022	PLANTERS BANK--OTHER CMT	\$ 149,550.51	\$ 1.14		\$ 149,551.65	0.01		
GENERAL OBLIGATION SCHOOL	171	11130-024	PLANTERS BANK	\$ -	\$ -		\$ -	0.1		Account Closed 3/30/2017
CLARKSVILLE MO CO PUBLIC	209	11130-026	PLANTERS BANK	\$ 49,159.08	\$ 0.39		\$ 49,159.47			Account Opened February 2016
COUNTY GENERAL FUND	101	11300-001	PLANTERS BANK MMA	\$ 50,878.60	\$ 10.46		\$ 50,889.06	0.25		
2011 G O SCHOOL & PUBLIC IMP	151	11300-001	PLANTERS BANK MMA	\$ 50,726.19	\$ 10.42		\$ 50,736.61	0.25		
COUNTY GENERAL FUND	101	11300-002	PLANTERS BANK CD	\$ 5,309,470.46	\$ 4,059.94		\$ 5,313,530.40	0.90		
BI-COUNTY LANDFILL	207	11300-004	LEGENDS BANK Business Rese	\$ 4,993,813.98	\$ 2,741.60		\$ 4,996,555.58	0.59		Acct includes daily sweeps from a non-interest bearing Bi-County User Fees Acct #10037026
COUNTY OPERATING ACCOUNT	ALL	11300-006	PLANTERS BANK	\$ 30,008,936.36	\$ 32,810.73		\$ 30,041,747.09	1.34		
COUNTY GENERAL FUND	101	11300-011	STEPHENS INC.	\$ 14,484,469.33	\$ 23,566.30		\$ 14,508,035.63	1.19	variable	
COUNTY GENERAL FUND	101	11300-014	PLANTERS BANK	\$ 1,459,943.34	\$ 300.01		\$ 1,460,243.35	0.25		
2011 G O SCHOOL & PUBLIC IMP	151	11300-014	PLANTERS BANK	\$ 524,457.01	\$ 107.78		\$ 524,564.79	0.25		
COUNTY GENERAL FUND	101	11300-016	RAYMOND JAMES/CAPSTAR C	\$ 15,426,393.60	\$ 11,441.99		\$ 15,437,835.59	0.69		
COUNTY GENERAL FUND	101	11300-019	LGIP	\$ 46,772.83	\$ 33.06		\$ 46,805.89	0		
COUNTY GENERAL FUND	101	11300-026	BANK OF NASHVILLE/SYNOVU	\$ 3,776,792.36	\$ 1,170.65		\$ 3,777,963.01	0.86		Opened March 2016 (APY% is Portfolio Low & High Yield)
COUNTY GENERAL FUND	101	11300-027	CAPITAL BANK - CDARS	\$ 19,257,721.55	\$ 13,382.73		\$ 19,271,104.28	0.9		Opened March 2016 - Add'l 5M invested at 0.7 in May '17
DEBT SERVICE FUND	151	11300-028	REGIONS BANK	\$ 3,480,631.79	\$ 7,514.56		\$ 3,488,146.35	0.85		Opened April 2016 - Interest will always post one month behind
CAPITAL PROJECTS	171	11300-028	REGIONS BANK	\$ 778,039.40	\$ -		\$ 778,039.40	0.85		Opened April 2016 - Interest will always post one month behind
CAPITAL PROJECTS	171	11300-029	REGIONS BANK	\$ 2,622,993.12	\$ 4,628.35		\$ 2,627,621.47	0.85		Opened April 2016 - Interest will always post one month behind
WORKMAN'S COMPENSATION	101	11300-030	REGIONS BANK	\$ 836,163.50	\$ 1,475.44		\$ 837,638.94	0.85		Opened April 2016 - Interest will always post one month behind
E-911	204	11300-035	REGIONS BANK	\$ 428,608.61	\$ 756.29		\$ 429,364.90	0.85		Opened April 2016 - Interest will always post one month behind
COUNTY GENERAL FUND	101	11300-036	REGIONS BANK	\$ 305,352.34	\$ 538.80		\$ 305,891.14	0.85		Opened April 2016 - Interest will always post one month behind
DEBT SERVICE FUND	151	11300-037	REGIONS BANK	\$ 214,868.17	\$ 379.14		\$ 215,247.31	0.85		Opened April 2016 - Interest will always post one month behind
UNEMPLOYMENT TRUST FUND	101	11300-038	REGIONS BANK	\$ 115,255.51	\$ 203.37		\$ 115,458.88	0.85		Opened April 2016 - Interest will always post one month behind
DRUG TASK FORCE	363	11300-039	REGIONS BANK	\$ 109,523.86	\$ 193.26		\$ 109,717.12	0.85		Opened April 2016 - Interest will always post one month behind
COUNTY GENERAL FUND	101	11300-040	HILLIARD LYONS	\$ 15,024,371.31	\$ 39,843.85		\$ 15,064,215.16	1.31		Opened May 2016 - will receive quarterly interest (APY% is Total Current Portfolio Yield)
2016A G O PUBLIC IMP BOND	151	11300-041	FRANKLIN SYNERGY	\$ 18,477,259.60	\$ 11,987.45		\$ 18,489,247.05	0.70		Opened December 2016
			TOTALS	\$ 145,384,294.63	\$ 159,526.33	\$ -	\$ 145,543,820.96			
			TOTAL INTEREST REVENUE							
	</									

# Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

2007-2008

MONTH	City of Clarksville	School Operations	School Debt Service	Total Monthly Sales Tax	
July	\$ 943,248.92	\$ 2,661,318.15	\$ 247,058.50	\$ 3,851,625.57	
August	\$ 988,815.12	\$ 2,799,257.57	\$ 259,990.14	\$ 4,048,062.83	
September	\$ 899,581.03	\$ 2,559,828.33	\$ 237,929.38	\$ 3,697,338.74	
October	\$ 935,809.87	\$ 2,632,970.92	\$ 244,327.84	\$ 3,813,108.63	
November	\$ 951,400.71	\$ 2,698,525.76	\$ 250,703.96	\$ 3,900,630.43	
December	\$ 850,149.14	\$ 2,402,799.18	\$ 223,115.36	\$ 3,476,063.68	
January	\$ 932,359.72	\$ 2,608,690.67	\$ 241,877.92	\$ 3,782,928.31	
February	\$ 1,173,597.44	\$ 3,311,884.13	\$ 307,461.37	\$ 4,792,942.94	
March	\$ 774,421.15	\$ 2,181,762.72	\$ 202,496.53	\$ 3,158,680.40	
April	\$ 816,539.95	\$ 2,319,333.21	\$ 215,519.95	\$ 3,351,393.11	
May	\$ 934,920.32	\$ 2,634,918.28	\$ 244,568.66	\$ 3,814,407.26	
June	\$ 867,462.02	\$ 2,448,995.95	\$ 227,368.25	\$ 3,543,826.22	
<b>TOTALS</b>	<b>\$ 11,068,305.39</b>	<b>\$ 31,260,284.87</b>	<b>\$ 2,902,417.86</b>	<b>\$ 45,231,008.12</b>	<b>\$ 45,231,008.12</b>

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, February 9, 2009

# **Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report**

2008-2009

<b>MONTH</b>	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Serv</b>	<b>Total Monthly Sales Tax</b>	
July	\$ 935,414.10	\$ 2,628,614.82	\$ 243,879.83	\$ 3,807,908.75	
August	\$ 959,863.89	\$ 2,753,058.74	\$ 256,179.27	\$ 3,969,101.90	
September	\$ 873,111.01	\$ 2,487,109.30	\$ 231,205.09	\$ 3,591,425.40	
October	\$ 896,702.15	\$ 2,534,070.56	\$ 235,300.67	\$ 3,666,073.38	
November	\$ 877,086.54	\$ 2,504,741.25	\$ 232,928.32	\$ 3,614,756.11	
December	\$ 850,464.29	\$ 2,405,864.82	\$ 223,429.26	\$ 3,479,758.37	
January	\$ 965,513.55	\$ 2,696,441.76	\$ 249,946.15	\$ 3,911,901.46	
February	\$ 1,214,006.22	\$ 3,450,162.77	\$ 320,625.06	\$ 4,984,794.05	
March	\$ 868,408.73	\$ 2,435,119.31	\$ 225,857.18	\$ 3,529,385.22	
April	\$ 919,019.69	\$ 2,579,934.98	\$ 239,328.08	\$ 3,738,282.75	
May	\$ 989,600.28	\$ 2,795,288.84	\$ 259,538.43	\$ 4,044,427.55	
June	\$ 933,244.44	\$ 2,653,452.76	\$ 246,602.58	\$ 3,833,299.78	
<b>TOTALS</b>	<b>\$ 11,282,434.89</b>	<b>\$ 31,923,859.91</b>	<b>\$ 2,964,819.92</b>	<b>\$ 46,171,114.72</b>	<b>\$ 46,171,114.72</b>

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, June 10, 2009



**Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report**

<b>FY 2008-2009 Totals</b>	\$11,282,434.89	\$ 31,923,859.91	\$ 2,964,819.92	\$ 46,171,114.72	
<b>FY 2009-2010 by Month</b>	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>	
July	\$ 966,306.06	\$ 2,725,058.36	\$ 252,958.01	\$ 3,944,322.43	
August	\$ 1,011,204.29	\$ 2,877,304.13	\$ 267,435.82	\$ 4,155,944.24	
September	\$ 917,883.66	\$ 2,605,594.80	\$ 242,098.91	\$ 3,765,577.37	
October	\$ 931,607.35	\$ 2,657,459.40	\$ 247,090.69	\$ 3,836,157.44	
November	\$ 924,375.19	\$ 2,653,650.06	\$ 246,960.57	\$ 3,824,985.82	
December	\$ 918,601.91	\$ 2,587,485.22	\$ 240,146.55	\$ 3,746,233.68	
January	\$ 961,190.67	\$ 2,706,010.37	\$ 251,127.57	\$ 3,918,328.61	
February	\$ 1,281,141.40	\$ 3,604,492.87	\$ 334,479.43	\$ 5,220,113.70	
March	\$ 876,327.27	\$ 2,473,131.43	\$ 229,597.01	\$ 3,579,055.71	
April	\$ 938,509.70	\$ 2,620,390.18	\$ 242,887.90	\$ 3,801,787.78	
May	\$ 1,047,735.00	\$ 2,980,764.32	\$ 277,045.61	\$ 4,305,544.93	
June	\$ 987,377.95	\$ 2,802,363.61	\$ 260,374.94	\$ 4,050,116.50	
<b>TOTALS</b>	\$ 11,762,260.45	\$ 33,293,704.75	\$ 3,092,203.01	\$ 48,148,168.21	\$ 48,148,168.21

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, May 13, 2010

# **Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report**

<b>FY 2008-2009 Totals</b>	\$ 11,282,434.89	\$ 31,923,859.91	\$ 2,964,819.92	\$ 46,171,114.72	
<b>FY 2009-2010 Totals</b>	\$ 11,762,260.45	\$ 33,293,704.75	\$ 3,092,203.01	\$ 48,148,168.21	
<b>FY 2010-2011 by Month</b>	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>	
July	\$ 965,356.21	\$ 2,752,212.33	\$ 255,880.61	\$ 3,973,449.15	
August	\$ 1,066,054.70	\$ 3,127,361.01	\$ 291,932.87	\$ 4,485,348.58	
September	\$ 977,146.94	\$ 2,806,561.22	\$ 261,209.93	\$ 4,044,918.09	
October	\$ 967,101.73	\$ 2,749,383.28	\$ 255,513.54	\$ 3,971,998.55	
November	\$ 957,589.38	\$ 2,731,983.41	\$ 254,025.39	\$ 3,943,598.18	
December	\$ 943,670.80	\$ 2,673,605.64	\$ 248,348.64	\$ 3,865,625.08	
January	\$ 977,620.80	\$ 2,746,497.04	\$ 254,807.02	\$ 3,978,924.86	
February	\$ 1,306,935.43	\$ 3,669,284.65	\$ 340,386.73	\$ 5,316,606.81	
March	\$ 858,838.45	\$ 2,434,139.32	\$ 226,116.66	\$ 3,519,094.43	
April	\$ 968,105.69	\$ 2,723,886.21	\$ 252,765.02	\$ 3,944,756.92	
May	\$ 1,104,638.74	\$ 3,132,136.78	\$ 290,974.39	\$ 4,527,749.91	
June	\$ 1,067,773.41	\$ 3,017,470.83	\$ 280,186.12	\$ 4,365,430.36	
<b>TOTALS</b>	\$ 12,160,832.28	\$ 34,564,521.72	\$ 3,212,146.92	\$ 49,937,500.92	\$ -

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, June 15, 2011

### Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

<b>FY 2007-2008 Totals</b>	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
<b>FY 2008-2009 Totals</b>	\$	11,282,434.89	\$	31,923,859.91	\$	2,964,819.92	\$	46,171,114.72
<b>FY 2009-2010 Totals</b>	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
<b>FY 2010-2011 Totals</b>	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92

<b>FY 2011-2012 by Month</b>	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>
July	\$ 1,068,393.12	\$ 3,019,729.20	\$ 280,402.63	\$ 4,368,524.95
August	\$ 1,063,546.58	\$ 3,021,009.80	\$ 280,722.93	\$ 4,365,279.31
September	\$ 1,145,479.00	\$ 3,240,957.17	\$ 300,990.23	\$ 4,687,426.40
October	\$ 1,314,449.97	\$ 3,681,849.71	\$ 341,436.85	\$ 5,337,736.53
November	\$ 1,261,537.28	\$ 3,531,142.67	\$ 327,427.16	\$ 5,120,107.11
December	\$ 1,152,681.57	\$ 3,217,905.36	\$ 298,266.10	\$ 4,668,853.03
January	\$ 1,223,558.44	\$ 3,397,913.48	\$ 314,707.92	\$ 4,936,179.84
February	\$ 1,537,707.76	\$ 4,322,281.34	\$ 401,031.87	\$ 6,261,020.97
March	\$ 1,047,621.31	\$ 2,928,015.35	\$ 271,442.67	\$ 4,247,079.33
April	\$ 1,189,868.05	\$ 3,306,986.35	\$ 306,322.46	\$ 4,803,176.86
May	\$ 1,308,169.03	\$ 3,662,348.19	\$ 339,602.50	\$ 5,310,119.72
June	\$ 1,176,394.01	\$ 3,292,577.20	\$ 305,302.76	\$ 4,774,273.97
<b>TOTALS</b>	\$ 14,489,406.12	\$ 40,622,715.82	\$ 3,767,656.08	\$ 58,879,778.02

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, June 13, 2012

### Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

<b>FY 2007-2008 Totals</b>	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
<b>FY 2008-2009 Totals</b>	\$	11,282,434.89	\$	31,923,859.91	\$	2,964,819.92	\$	46,171,114.72
<b>FY 2009-2010 Totals</b>	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
<b>FY 2010-2011 Totals</b>	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92
<b>FY 2011-2012 Totals</b>	\$	14,489,406.12	\$	40,622,715.82	\$	3,767,656.08	\$	58,879,778.02
<b>FY 2012-2013 by Mont City of Clarksville</b>			<b>School Operations</b>		<b>School Debt Service</b>		<b>Total Monthly Sales Tax</b>	
July	\$	1,221,240.29	\$	3,429,892.92	\$	318,195.47	\$	4,969,328.68
August	\$	1,163,089.88	\$	3,301,170.45	\$	306,721.78	\$	4,770,982.11
September	\$	1,092,150.69	\$	3,080,699.36	\$	285,981.06	\$	4,458,831.11
October	\$	1,128,760.94	\$	3,190,114.21	\$	296,220.83	\$	4,615,095.98
November	\$	1,135,580.49	\$	3,201,711.71	\$	297,194.52	\$	4,634,486.72
December	\$	1,062,108.36	\$	2,991,219.18	\$	277,610.82	\$	4,330,938.36
January	\$	1,124,210.16	\$	3,158,353.28	\$	293,017.54	\$	4,575,580.98
February	\$	1,385,458.64	\$	3,879,588.41	\$	359,758.43	\$	5,624,805.48
March	\$	950,464.55	\$	2,685,987.67	\$	249,406.71	\$	3,885,858.93
April	\$	1,052,361.41	\$	2,959,877.81	\$	274,649.56	\$	4,286,888.78
May	\$	1,166,490.98	\$	3,280,591.55	\$	304,404.97	\$	4,751,487.50
June	\$	1,112,836.65	\$	3,141,814.00	\$	291,691.56	\$	4,546,342.21
<b>TOTALS</b>	\$	13,594,753.04	\$	38,301,020.55	\$	3,554,853.25	\$	55,450,626.84

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, June 13, 2013



### Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

<b>FY 2007-2008 Totals</b>	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
<b>FY 2008-2009 Totals</b>	\$	11,282,434.89	\$	31,923,859.91	\$	2,964,819.92	\$	46,171,114.72
<b>FY 2009-2010 Totals</b>	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
<b>FY 2010-2011 Totals</b>	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92
<b>FY 2011-2012 Totals</b>	\$	14,489,406.12	\$	40,622,715.82	\$	3,767,656.08	\$	58,879,778.02
<b>FY 2012-2013 Totals</b>	\$	13,594,753.04	\$	38,301,020.55	\$	3,554,853.25	\$	55,450,626.84
<b>FY 2013-2014 by Mont City of Clarksville</b>			<b>School Operations</b>		<b>School Debt Service</b>		<b>Total Monthly Sales Tax</b>	
July	\$	1,128,526.76	\$	3,186,248.02	\$	295,818.76	\$	4,619,272.03
August	\$	1,158,826.10	\$	3,278,719.67	\$	304,497.25	\$	4,742,043.02
September	\$	1,081,965.50	\$	3,054,229.62	\$	283,554.35	\$	4,419,749.47
October	\$	1,094,299.74	\$	3,085,892.79	\$	286,451.48	\$	4,466,644.01
November	\$	1,125,427.98	\$	3,191,954.37	\$	296,543.08	\$	4,613,925.43
December	\$	1,113,581.87	\$	3,134,085.58	\$	290,841.72	\$	4,538,509.17
January	\$	1,159,895.48	\$	3,223,238.98	\$	298,558.96	\$	4,681,693.42
February	\$	1,463,594.31	\$	4,086,264.29	\$	378,759.24	\$	5,928,617.84
March	\$	991,543.69	\$	2,793,172.88	\$	259,239.66	\$	4,043,956.23
April	\$	1,127,796.98	\$	3,159,481.76	\$	293,001.20	\$	4,580,279.94
May	\$	1,206,203.65	\$	3,410,690.21	\$	316,725.56	\$	4,933,619.42
June	\$	1,162,403.78	\$	3,258,296.48	\$	302,190.29	\$	4,722,890.55
<b>TOTALS</b>	\$	13,814,065.84	\$	38,862,274.65	\$	3,606,181.55	\$	56,291,200.53

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, June 12, 2014

### Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

<b>FY 2007-2008 Totals</b>	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
<b>FY 2008-2009 Totals</b>	\$	11,282,434.89	\$	31,923,859.91	\$	2,964,819.92	\$	46,171,114.72
<b>FY 2009-2010 Totals</b>	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
<b>FY 2010-2011 Totals</b>	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92
<b>FY 2011-2012 Totals</b>	\$	14,489,406.12	\$	40,622,715.82	\$	3,767,656.08	\$	58,879,778.02
<b>FY 2012-2013 Totals</b>	\$	13,594,753.04	\$	38,301,020.55	\$	3,554,853.25	\$	55,450,626.84
<b>FY2013-2014 Totals</b>	\$	13,814,065.84	\$	38,862,274.65	\$	3,606,181.55	\$	56,282,522.04

#### **FY 2014-15 by Month**

	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>
July	\$ 1,183,387.26	\$ 3,357,367.37	\$ 311,924.28	\$ 4,852,678.91
August	\$ 1,221,573.23	\$ 3,476,922.86	\$ 323,182.12	\$ 5,021,678.21
September	\$ 1,145,305.60	\$ 3,255,105.54	\$ 302,500.81	\$ 4,702,911.95
October	\$ 1,150,624.68	\$ 3,273,910.98	\$ 304,297.71	\$ 4,728,833.37
November	\$ 1,191,069.10	\$ 3,396,649.18	\$ 315,808.08	\$ 4,903,526.36
December	\$ 1,168,148.64	\$ 3,323,542.59	\$ 308,907.73	\$ 4,800,598.96
January	\$ 1,228,495.68	\$ 3,462,130.80	\$ 321,346.66	\$ 5,011,973.14
February	\$ 1,606,890.04	\$ 4,564,591.68	\$ 424,160.87	\$ 6,595,642.59
March	\$ 1,055,197.26	\$ 3,006,688.97	\$ 279,517.88	\$ 4,341,404.11
April	\$ 1,253,497.77	\$ 3,571,620.46	\$ 332,035.49	\$ 5,157,153.72
May	\$ 1,320,716.05	\$ 3,833,857.24	\$ 13,843.81	\$ 5,168,417.10
June	\$ 1,333,331.72	\$ 3,860,632.25	\$ 13,457.81	\$ 5,207,421.78
<b>TOTALS</b>	\$ 14,858,237.03	\$ 42,383,019.92	\$ 3,250,983.25	\$ 60,492,240.20

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, August 20, 2015

Effective 7/1/15 on the \$0.025 Tax
Collection-Distribution of 2nd 50%
reverted from the School Debt Service to
the City of Clarksville .

**Year-Over-Year Difference**      \$      1,044,171.19      \$      3,520,745.27      \$      (355,198.30)      \$      4,209,718.16

### Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

<b>FY 2007-2008 Totals</b>	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
<b>FY 2008-2009 Totals</b>	\$	11,282,434.89	\$	31,923,859.91	\$	2,964,819.92	\$	46,171,114.72
<b>FY 2009-2010 Totals</b>	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
<b>FY 2010-2011 Totals</b>	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92
<b>FY 2011-2012 Totals</b>	\$	14,489,406.12	\$	40,622,715.82	\$	3,767,656.08	\$	58,879,778.02
<b>FY 2012-2013 Totals</b>	\$	13,594,753.04	\$	38,301,020.55	\$	3,554,853.25	\$	55,450,626.84
<b>FY2013-2014 Totals</b>	\$	13,814,065.84	\$	38,862,274.65	\$	3,606,181.55	\$	56,282,522.04
<b>FY2014-15 Totals</b>	\$	14,858,237.03	\$	42,383,019.92	\$	3,250,983.25	\$	60,492,240.20
<b>FY 2015-16 by Month</b>	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>				
July (actual)	\$ 1,331,696.01	\$ 3,836,462.32	\$ 12,418.47	\$ 5,180,576.80				
August	\$ 1,247,237.82	\$ 3,605,323.41	\$ 12,271.69	\$ 4,864,832.92				
September	\$ 1,311,586.90	\$ 3,797,019.04	\$ 13,204.04	\$ 5,121,809.98				
October	\$ 1,230,780.63	\$ 3,562,153.13	\$ 12,341.42	\$ 4,805,275.18				
November	\$ 1,322,509.18	\$ 3,816,524.77	\$ 12,676.41	\$ 5,151,710.36				
December	\$ 1,732,724.09	\$ 4,987,096.96	\$ 15,911.81	\$ 6,735,732.86				
January	\$ 1,156,202.77	\$ 3,336,436.05	\$ 11,074.02	\$ 4,503,712.84				
February	\$ 1,262,130.91	\$ 3,637,311.49	\$ 11,835.97	\$ 4,911,278.37				
March	\$ 1,419,301.59	\$ 4,089,669.84	\$ 13,278.89	\$ 5,522,250.32				
April	\$ 1,328,890.72	\$ 3,840,932.70	\$ 13,052.95	\$ 5,182,876.37				
May	\$ 1,304,941.75	\$ 3,790,157.15	\$ 13,788.49	\$ 5,108,887.39				
June	\$ 1,408,306.45	\$ 4,066,647.06	\$ 13,631.78	\$ 5,488,585.29				
<b>TOTALS</b>	\$ 16,056,308.82	\$ 46,365,733.92	\$ 155,485.94	\$ 62,577,528.68				

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, August 15, 2016

### Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

<b>FY 2007-2008 Totals</b>	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
<b>FY 2008-2009 Totals</b>	\$	11,282,434.89	\$	31,923,859.91	\$	2,964,819.92	\$	46,171,114.72
<b>FY 2009-2010 Totals</b>	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
<b>FY 2010-2011 Totals</b>	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92
<b>FY 2011-2012 Totals</b>	\$	14,489,406.12	\$	40,622,715.82	\$	3,767,656.08	\$	58,879,778.02
<b>FY 2012-2013 Totals</b>	\$	13,594,753.04	\$	38,301,020.55	\$	3,554,853.25	\$	55,450,626.84
<b>FY2013-2014 Totals</b>	\$	13,814,065.84	\$	38,862,274.65	\$	3,606,181.55	\$	56,282,522.04
<b>FY2014-15 Totals</b>	\$	14,858,237.03	\$	42,383,019.92	\$	3,250,983.25	\$	60,492,240.20
<b>FY2015-16 Totals</b>	\$	16,056,308.82	\$	46,365,733.92	\$	155,485.94	\$	62,577,528.68
<b>FY 2016-17 by Month</b>	<b>City of Clarksville</b>	<b>School Operations</b>	<b>School Debt Service</b>	<b>Total Monthly Sales Tax</b>				
July (actual)	\$	1,325,650.01	\$	3,829,939.27	\$	12,935.50	\$	5,168,524.78
August	\$	1,318,362.24	\$	3,821,611.69	\$	13,534.25	\$	5,153,508.18
September	\$	1,376,022.57	\$	3,992,565.42	\$	14,326.74	\$	5,382,914.73
October	\$	1,288,506.03	\$	3,734,167.28	\$	13,180.46	\$	5,035,853.77
November	\$	1,370,604.04	\$	3,936,645.56	\$	12,154.66	\$	5,319,404.26
December	\$	1,826,194.33	\$	5,286,567.61	\$	18,372.60	\$	7,131,134.54
January	\$	1,208,745.57	\$	3,513,059.66	\$	12,893.15	\$	4,734,698.38
February	\$	1,176,504.65	\$	3,406,523.68	\$	11,873.88	\$	4,594,902.21
March	\$	1,462,809.01	\$	4,275,757.79	\$	16,881.88	\$	5,755,448.68
April	\$	1,411,152.66	\$	4,109,892.04	\$	15,502.81	\$	5,536,547.51
May	\$	1,439,540.85	\$	4,140,896.43	\$	13,094.97	\$	5,593,532.25
June							\$	-
<b>TOTALS</b>	\$	15,204,091.96	\$	44,047,626.43	\$	154,750.90	\$	59,406,469.29

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, JULY 21, 2017



CLARKSVILLE-MONTGOMERY COUNTY										
SALES TAX COLLECTIONS COMPARISON REPORT										
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
July	\$ 3,851,625.57	\$ 3,807,908.75	\$ 3,944,322.43	\$ 3,973,449.15	\$ 4,368,524.95	\$ 4,969,328.68	\$ 4,610,593.54	\$ 4,852,678.91	\$ 5,168,417.10	\$ 5,108,887.39
August	\$ 4,048,062.83	\$ 3,969,101.90	\$ 4,155,944.24	\$ 4,485,348.58	\$ 4,365,279.31	\$ 4,770,982.11	\$ 4,742,043.02	\$ 5,021,678.21	\$ 5,207,421.78	\$ 5,488,585.29
September	\$ 3,697,338.74	\$ 3,591,425.40	\$ 3,765,577.37	\$ 4,044,918.09	\$ 4,687,426.40	\$ 4,458,831.11	\$ 4,419,749.47	\$ 4,702,911.95	\$ 5,180,576.80	\$ 5,168,524.78
October (August Coll.)	\$ 3,813,108.63	\$ 3,666,073.38	\$ 3,836,157.44	\$ 3,971,998.55	\$ 5,337,736.53	\$ 4,615,095.98	\$ 4,466,644.01	\$ 4,728,833.37	\$ 4,864,832.93	\$ 5,153,508.18
November	\$ 3,900,630.43	\$ 3,614,756.11	\$ 3,824,985.82	\$ 3,943,598.18	\$ 5,120,107.11	\$ 4,634,486.72	\$ 4,613,925.43	\$ 4,903,526.36	\$ 5,121,809.98	\$ 5,382,914.73
December	\$ 3,476,063.68	\$ 3,479,758.37	\$ 3,746,233.68	\$ 3,865,625.08	\$ 4,668,853.03	\$ 4,330,938.36	\$ 4,538,509.17	\$ 4,800,598.96	\$ 4,805,275.18	\$ 5,035,853.77
January	\$ 3,782,928.31	\$ 3,911,901.46	\$ 3,918,328.61	\$ 3,978,924.86	\$ 4,936,179.84	\$ 4,575,580.98	\$ 4,681,693.42	\$ 5,011,973.14	\$ 5,151,710.36	\$ 5,319,404.23
February	\$ 4,792,942.94	\$ 4,984,794.05	\$ 5,220,113.70	\$ 5,316,606.81	\$ 6,261,020.97	\$ 5,624,805.48	\$ 5,928,617.84	\$ 6,595,642.59	\$ 6,735,732.86	\$ 7,131,134.54
March	\$ 3,158,680.40	\$ 3,529,385.22	\$ 3,579,055.71	\$ 3,519,094.43	\$ 4,247,079.33	\$ 3,885,858.93	\$ 4,043,956.23	\$ 4,367,324.16	\$ 4,503,712.84	\$ 4,734,698.38
April	\$ 3,351,393.11	\$ 3,738,282.75	\$ 3,801,787.78	\$ 3,944,756.92	\$ 4,803,176.86	\$ 4,286,888.78	\$ 4,580,279.94	\$ 4,341,404.11	\$ 4,911,278.37	\$ 4,594,902.21
May	\$ 3,814,407.26	\$ 4,044,427.55	\$ 4,305,544.93	\$ 4,527,749.91	\$ 5,310,119.72	\$ 4,751,487.50	\$ 4,933,619.42	\$ 5,157,153.72	\$ 5,522,250.32	\$ 5,755,448.68
June	\$ 3,543,826.22	\$ 3,833,299.78	\$ 4,050,116.50	\$ 4,365,430.36	\$ 4,774,273.97	\$ 4,546,342.21	\$ 4,722,890.55	\$ 4,942,895.62	\$ 5,182,876.37	\$ 5,536,547.51
TOTAL	\$ 45,231,008.12	\$ 46,171,114.72	\$ 48,148,168.21	\$ 49,937,500.92	\$ 58,879,778.02	\$ 55,450,626.84	\$ 56,282,522.04	\$ 59,426,621.10	\$ 62,355,894.89	\$ 64,410,409.69
Increase/Decrease	(\$525,338.19)	\$940,106.60	\$ 1,977,053.49	\$ 1,789,332.71	\$ 8,942,277.10	(\$3,429,151.18)	\$ 831,895.20	\$ 3,144,099.06	\$ 2,929,273.79	\$ 2,054,514.80
MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
July	\$ 5,593,532.25									
August										
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
Total	\$ 5,593,532.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ (5,593,532.25)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Brenda E. Radford, Montgomery County Trustee, July 21, 2017

Events that mark Notable Change in Clarksville/Montgomery County Sales Tax Revenue

Dec., 2007-The Worst Recession since the Great Depression began

June, 2009-Official Ending of the Worst Recession since the Great Depression

October, 2010-"This is the Slowest and Feeblest Recovery in the U.S.A.'s History,"-Steve Forbes

First Quarter, 2011-4/4&13/11 WSJ called the US Economy "The Incredible Shrinking Recovery"-The US Economy appears to have grown by little more than 1.5% in the 1st Qtr., well below the 4% annualized most expected back in January.

It is no coincidence that bank earnings have been retreating as well. Inflation/Stagflation, in the 3 months ending Feb., 2011, was running at an annualized rate of 5.6% and does not come close to compensating Investors with their current low interest rate of .00%- .25%.

WSJ-"Great Symbolic Blow" 8/5/11-America Gets Downgraded from AAA+ to AA+ by Standard & Poors-now 18 countries in the world have a better credit rating than the U.S.A.

Jan. 2013-THE NEW YORK TIMES Matthew Bishop "The latest green shoots of recovery in the Unites States already show signs of turning brown." Paul Krugman "Without a radical change in economic policy in both the Unites States and Europe,

the likeliest outcome is a prolonged depression, perhaps not as "great" as in the 1930's but with clear similarities, above all in the immense human cost of needlessly high unemployment."

Jan. 14, 2013 Hemlock Semiconductor LLC delays the start up of the Clarksville facility.

For Calendar Year 2013-Economists are predicting a 1.4% GDP

October 14, 2013, Hankook Tire coming to Clarksville with 1,800 direct jobs and build an \$800million manufacturing facility in Clarksville/Montgomery County

December 16, 2014-Fort Campbell uncertainty and Hemlock to close permanently. Leaf Chronicle


**Sales Tax Holiday 8/5-7/2011, 8/3-5/2012.**


**December, 2017-All-time High Sales Tax Collect**


Sales Tax Holiday April 25-27, 2008

[illegible]

| Unwind"

bill. By Fed. Reserve

**CLARKSVILLE-MONTGOMERY COUNTY  
SALES TAX COLLECTIONS COMPARISON REPORT**

	1987-1988	1988-1989	1989-1990	1990-1991	1991-1992	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997
<b>July</b>	\$929,740.75	\$1,006,898.41	\$1,198,187.38	\$1,221,238.48	\$1,463,188.55	\$1,371,735.73	\$1,532,846.38	\$1,704,149.99	\$1,889,315.99	\$2,146,942.05
<b>August</b>	\$905,088.00	\$1,082,284.09	\$1,111,358.21	\$1,223,369.76	\$1,426,836.48	\$1,460,862.21	\$1,620,804.47	\$1,759,237.96	\$1,970,780.72	\$2,103,620.27
<b>September</b>	\$895,435.35	\$916,194.64	\$1,091,427.62	\$1,288,894.45	\$1,376,740.77	\$1,408,651.13	\$1,554,556.24	\$1,687,152.04	\$1,858,978.68	\$1,973,122.33
<b>October</b>	\$930,956.46	\$971,312.36	\$1,085,514.69	\$1,207,050.80	\$1,353,250.88	\$1,446,283.60	\$1,507,265.11	\$1,826,647.21	\$1,949,680.79	\$2,048,149.56
<b>November</b>	\$837,816.33	\$961,516.21	\$1,096,153.30	\$1,133,659.69	\$1,294,536.19	\$1,452,811.33	\$1,590,384.18	\$1,729,932.18	\$1,953,042.48	\$2,069,137.24
<b>December</b>	\$931,299.37	\$920,346.77	\$1,063,699.57	\$1,082,926.44	\$1,326,833.34	\$1,434,548.44	\$1,539,095.87	\$1,693,677.77	\$1,911,299.76	\$1,939,431.72
<b>January</b>	\$875,147.01	\$980,050.41	\$1,131,062.50	\$1,119,818.95	\$1,362,535.22	\$1,460,081.92	\$1,608,017.50	\$1,758,210.88	\$1,924,292.78	\$1,873,283.64
<b>February</b>	\$1,186,462.15	\$1,252,624.47	\$1,426,699.33	\$1,412,600.77	\$1,760,482.43	\$1,885,048.33	\$2,026,104.61	\$2,352,000.97	\$2,641,790.60	\$3,085,634.22
<b>March</b>	\$760,932.10	\$845,641.99	\$995,603.23	\$979,512.05	\$1,181,681.23	\$1,257,905.81	\$1,319,491.20	\$1,435,977.75	\$1,630,518.61	\$1,675,076.32
<b>April</b>	\$750,875.81	\$849,055.30	\$1,003,881.57	\$945,001.09	\$1,244,217.16	\$1,282,214.57	\$1,362,296.01	\$1,498,418.93	\$1,756,462.14	\$1,832,097.32
<b>May</b>	\$931,601.06	\$1,064,430.07	\$1,160,795.59	\$1,199,701.50	\$1,362,701.89	\$1,433,422.32	\$1,678,949.40	\$1,867,773.18	\$1,989,368.74	\$2,127,149.58
<b>June</b>	\$993,848.73	\$1,084,484.71	\$1,207,470.06	\$1,303,600.81	\$1,394,251.55	\$1,503,164.98	\$1,678,119.72	\$1,893,865.18	\$1,975,042.56	\$2,144,205.31
<b>TOTAL</b>	\$10,929,203.12	\$11,934,839.43	\$13,571,853.05	\$14,117,374.79	\$16,547,255.69	\$17,396,730.37	\$19,017,930.69	\$21,207,044.04	\$23,450,573.85	\$25,017,849.56
Increase/Decrease		\$1,005,636.31	\$1,637,013.62	\$545,521.74	\$2,429,880.90	\$849,474.68	\$1,621,200.32	\$2,189,113.35	\$2,243,529.81	\$1,567,275.71
% Change		8.43%	12.06%	3.86%	14.68%	4.88%	8.52%	10.32%	9.57%	6.26%
	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007
<b>MONTH</b>										
<b>July</b>	\$2,320,191.63	\$2,261,700.29	\$2,500,153.25	\$2,564,244.96	\$2,659,067.82	\$2,810,791.11	\$2,917,930.91	\$3,348,804.18	\$3,436,821.84	\$3,503,567.59
<b>August</b>	\$2,176,421.60	\$2,411,259.55	\$2,632,748.20	\$2,757,311.17	\$2,672,455.60	\$3,039,219.33	\$2,815,508.67	\$3,218,284.80	\$3,440,758.11	\$3,604,691.64
<b>September</b>	\$2,186,356.66	\$2,274,420.04	\$2,451,860.76	\$2,463,051.78	\$2,614,307.22	\$2,711,174.45	\$2,787,317.85	\$3,205,656.16	\$3,477,430.60	\$3,522,264.23
<b>October</b>	\$2,213,853.46	\$2,316,212.91	\$2,621,922.30	\$2,469,443.43	\$2,544,611.54	\$2,721,439.30	\$2,850,508.60	\$3,186,691.49	\$3,623,744.82	\$3,585,907.50
<b>November</b>	\$2,182,496.50	\$2,282,188.06	\$2,328,616.74	\$2,632,723.86	\$2,576,225.26	\$2,668,754.34	\$2,983,343.36	\$3,225,319.02	\$3,395,115.43	\$4,040,735.92
<b>December</b>	\$2,074,380.72	\$2,359,395.49	\$2,470,772.48	\$2,428,723.62	\$2,555,433.28	\$2,823,763.35	\$2,787,354.38	\$3,109,292.51	\$3,337,496.49	\$3,658,553.15
<b>January</b>	\$2,289,643.49	\$2,391,878.80	\$2,523,972.45	\$2,584,488.34	\$2,676,641.67	\$2,748,107.08	\$2,866,202.35	\$3,190,998.14	\$3,431,234.22	\$3,815,630.77
<b>February</b>	\$2,832,006.01	\$3,220,181.39	\$3,623,525.32	\$3,544,312.41	\$3,598,209.81	\$3,747,264.13	\$3,723,579.00	\$4,095,293.36	\$4,528,060.78	\$5,044,569.52
<b>March</b>	\$1,824,033.67	\$1,981,446.06	\$2,331,660.57	\$2,302,541.36	\$2,504,392.77	\$2,424,970.53	\$2,719,411.98	\$3,030,614.62	\$2,952,840.18	\$3,586,737.61
<b>April</b>	\$1,906,328.14	\$2,181,787.43	\$2,220,901.36	\$2,371,036.47	\$2,351,844.30	\$2,610,035.85	\$3,069,642.89	\$3,219,455.88	\$2,950,826.00	\$3,497,021.58
<b>May</b>	\$2,261,256.29	\$2,565,914.49	\$2,517,402.80	\$2,659,931.19	\$2,718,918.40	\$2,801,854.03	\$3,375,392.83	\$3,509,326.71	\$3,501,526.35	\$4,073,638.37
<b>June</b>	\$2,154,965.69	\$2,498,686.33	\$2,681,485.14	\$2,792,900.82	\$2,702,910.31	\$2,699,131.37	\$3,243,478.46	\$3,383,063.12	\$3,533,126.13	\$3,823,028.43
<b>Total</b>	\$26,421,933.86	\$28,745,070.84	\$30,905,021.37	\$31,570,709.41	\$32,175,017.98	\$33,806,504.87	\$36,139,671.28	\$39,722,799.99	\$41,608,980.95	\$45,756,346.31
Increase/Decrease	\$1,404,084.30	\$2,323,136.98	\$2,159,950.53	\$665,688.04	\$604,308.57	\$1,631,486.89	\$2,333,166.41	\$3,583,128.71	\$1,886,180.96	\$4,147,365.36
% Change	5.31%	8.08%	6.99%	2.11%	1.88%	4.83%	6.46%	9.02%	4.53%	9.06%

Brenda E. Radford, Montgomery County Trustee    June 11, 2007

Notable Events Marking Change in Clarksville/Montgomery County Sales Tax Revenue

FISCAL YEAR	EVENT
1990-1991	Desert Storm
1998-1999	Jan. 1999 F3 Tornado (shown in March, 1999)
2000-2001	Presidential Election & Stock Market Decline
2001-2002	9/11/2001 & Stock Market



# CLARKSVILLE-MONTGOMERY COUNTY PUBLIC LIBRARY YEARLY REPORT

FY 2016-17 was a year of creating a concrete north branch plan and transition in communication and leadership

## STRATEGIC PLANNING

The library continued to execute its Strategic Plan in the area of internal processes and communication and the Director continued to push for a change in the way that staff communicate with one another. This effort was largely spearheaded by new Asst. Director Christina Riedel. An emphasis on open and proactive communication rather than reactive communication continued to be implemented through monthly dual All Staff meetings, weekly Leadership Team meetings, non-supervisory staff meetings with the Director and opening various ways for staff to give input through whiteboards and through an anonymous staff feedback box. There has been a palpable shift in staff's ability to communicate easily with leadership and with leadership's ability to communicate with one another in an open collaborative environment in order to produce the best possible product for the taxpayers of Montgomery County.

## NORTH BRANCH PLANNING

Planning for a new branch continued in collaboration with HBM Architects with a community meeting held August 30<sup>th</sup> to both gather input on the top three sites and for the North Branch library itself. Top site choices were soil tested and traffic studies were completed. Ft. Campbell Blvd and Lady Marion was selected as the top site and a concept tailored to the site was created for the proposed North Branch. Because of an inability of the project to get out of the County Budget Committee, partly due to a lack of funding because of inadequate raising of wheel tax revenue threshold, the project was not sent to the full Commission. After voting to support the project with \$500,000 in private Foundation funding to help with land purchase and \$1,000,000 to support debt service after construction, the Library Board voted to reopen site selection for the project and begin anew. In all, well over \$150,000 in private funding was spent from the strategic planning phase through site selection and branch library concept design.

## PERSONNEL HIGHLIGHTS

3% raises were given to all employees by Montgomery County to start the fiscal year along with the long-awaited step plan for exempt employees. Over \$88,000 was added to library payroll because of the longevity of exempt employees, several of whom had served 25 to 30 years. Assistant Director Annie Herlocker moved on to a position as a branch manager with Nashville Public Library in September. Christina Riedel, an extraordinary library innovator and leader, joined the CMCPL team as the new Assistant Director in December. She came to us from the award-winning Cedar Rapids, Iowa Public Library where she helped manage the downtown library. Christina brought a fresh wave of positivity, experience, creative methods and people skills along with

knowledge of how to deal with everything from staff issues to scheduling to branch libraries. The library moved in the direction of using the title "Public Service Associate" rather than Circulation or Reference Associate to give more flexibility in staffing between public service desks. Staff turnover continued to be an issue, with the loss of benefits for part-time employees driving the loss of part-time staff to other full-time job opportunities.

## MATERIALS AND RESOURCES

The library purchased Wi-Fi hotspots and began circulating nine of them during 2016-7. Response was very positive. Checkout of non-traditional library materials, such as Playaway Launchpad devices also was strong. A first look at hoopla, which is a kind of Netflix for libraries, led to a wait and see approach because of the large and unpredictable budget required for such a purchase. Hoopla will be reevaluated for purchase in 2017-18. The library chose to continue to purchase the OSA acquisition module in order to be able to place holds on items on order.

## BUILDING

HBM Architects created a plan for the "Main Refresh" which is a renovation of the Main building using Foundation funding beginning with a budget of \$200,000. The project will begin on the second floor of the library in FY 2017-18 with renovations to the teen area to create a space that will be demarcated by an entranceway. Half of the stacks in the teen area will be moved out into what is now the non-fiction area, pushing those stacks towards the area freed up by the removal of reference print collection. Mid-sized meeting rooms will also be created in the area where the print collection once was. Nearly all live plants were removed from the library in order to create a cleaner look and to make way for the upcoming Main Refresh.

## STATISTICS

Circulation was rising overall with READS figures added in, showing that the public is using the library virtually and making up the numbers that are down with in-person visits. This type of consumer behavior is being seen in brick and mortar institutions across the economy. Circulation is in balance with new and traditional material types with checkout of print still at about 62%, audiovisual at 24% and online books (READS) at 15%. Ending the year, circulation overall without online books was down 1%, but circulation including online books was up 2% overall. Whenever the library purchases new online ebooks and audiobooks, there is a corresponding jump in circulation numbers. Circulation of the library's own ebook holdings nearly doubled during this year vs. the shared catalog.

## PROGRAMMING

Adult programming was a focus and was being emphasized in line with the library's strategic plan. A book club was formed, along with a series of DIY classes for adults and an adult Board Game Night. Summer Reading Program remained strong at five weeks of programming with outstanding "edutainers" bringing animals, science and ventriloquism to the library with the last week featuring a staff-executed science fair in

the atrium. More computer classes for adults were offered including sessions offered for challenged adults by the Adult Literacy Council on Fridays. One-on-one computer tutoring offered by the Reference Department have become very popular.

## LARGE EVENTS

Sci-Fi Expo attracted over 800 in the fall of 2016. Extremely well-attended, but not so elaborate as Sci-Fi, Harry Potter Book night was held in February breaking records in drawing over 1,100 people. CMCSS's hosting of Read Across America in all parts of the library brought in over 1,000 attendees.

## LEADERSHIP CLARKSVILLE

The Library's second visit from the Leadership Clarksville group came in February. Participants were given a tour of the library in all departments expertly conducted by library staff. Snacks were provided, during which time the Library Director gave a presentation about the proposed North Branch Library.

## TECHNOLOGY

The Circulation Desk replacement of hardware was fully completed with the replacement of many PPSI parts in the payment systems to finally iron out some ongoing issues, such as reliable printing of patron receipts. All XP operating system computers were finally removed from the building in 2017. The main focus of the Technology replacement plan for the year was the replacement of all supervisor level computers and peripherals. Also, mobile printing software that allows library customers to send print jobs from their own devices in the library and also from home was ordered through the State Technology Grant along with some of the computer replacements listed above. Meeting room reservation software together with a staff intranet was purchased and in the configuration state to provide convenience for library customers and to further enhance positive staff culture. The library continued with online registration for the Summer Reading Program. A new three-year technology plan for 2018-2020 was approved in June, 2017.



RECEIVED JUL 19 2017


**Cheryl J. Castle**  
Circuit Court Clerk

*Montgomery County Government*

#2 Millennium Plaza, Suite 115  
Clarksville, TN 37040

**Phone:** (931) 648-5700  
**Fax:** (931) 920-1820  
**E-Mail:** [cjcastle@montgomerycountyttn.org](mailto:cjcastle@montgomerycountyttn.org)

July 18, 2017

TO: Jim Durrett, County Mayor  
RE: Annual Financial Reports  
FROM: Cheryl Castle, Clerk 

Pursuant to the provisions of T.C.A. Section 5-8-505, please find attached my annual financial reports for the fiscal period ending June 30, 2017.

Should you have further questions, please do not hesitate to contact my office.

CC: Kellie Jackson, County Clerk



**MONTGOMERY COUNTY, TENNESSEE  
OFFICE OF CIRCUIT COURT  
FOR THE YEAR ENDED JUNE 30, 2017**

RUN DATE: JUNE 30, 2017

ACCT NO:	ACCOUNT DESCRIPTION:	BEGINNING BALANCE	REDISTRIB' & ADJUSTMS:	RECEIPTS:	TRANSFERS IN:	DISBURSEMENTS	TRANSFERS OUT:	COMMISSIONS TRANSFERS	ENDING BALANCE:
23000.000	DUE TO STATE OF TENNESSEE	\$0.00	\$33,453.94	\$245,938.73	\$0.00	(\$265,824.19)	\$0.00	(\$13,568.48)	\$0.00
24000.000	DUE TO COUNTY TRUSTEE	\$0.00	\$40,236.81	\$266,160.25	\$0.00	(\$292,916.83)	\$0.00	(\$13,480.23)	\$0.00
25000.000	DUE TO CITY OF CLARKSVILLE	\$0.00	(\$1,023.00)	\$24,418.65	\$0.00	(\$22,225.85)	\$0.00	(\$1,169.80)	\$0.00
26000.000	DUE TO LITIGANTS, HEIRS, & OTHERS	\$2,893,870.39	(\$492,022.44)	\$2,580,470.56	\$0.00	(\$2,165,577.64)	\$0.00	(\$807.01)	\$2,815,933.86
29900.000	CLERKS FEES & COMMISSIONS	\$260.00	\$123,858.54	\$625,644.44	\$0.00	(\$778,528.50)	\$0.00	\$29,025.52	\$260.00
<b>TOTAL:</b>		<b>\$2,894,130.39</b>	<b>(\$295,496.15)</b>	<b>\$3,742,632.63</b>	<b>\$0.00</b>	<b>(\$3,525,073.01)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,816,193.86</b>

**SUMMARY OF ASSETS: BEGINNING BALANCES**

CASH IN BANK: \$1,376,425.21  
INVESTMENT ACCOUNTS: \$1,517,445.18  
CASH ON HAND: \$260.00

**TOTAL: \$2,894,130.39**

**SUMMARY OF ASSETS: ENDING BALANCES**

CASH IN BANK: \$1,160,929.71  
INVESTMENT ACCOUNTS: \$1,655,004.15  
CASH ON HAND: \$260.00

**TOTAL: \$2,816,193.86**

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505  
AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE  
AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED  
JUNE 30, 2017

  
(SIGNATURE) \_\_\_\_\_ DATE: 7/18/17  
Cheryl J. Castle  
MONTGOMERY COUNTY CIRCUIT COURT CLERK

**MONTGOMERY COUNTY, TENNESSEE  
OFFICE OF GENERAL SESSIONS COURT  
FOR THE YEAR ENDED JUNE 30, 2017**

RUN DATE: JUNE 30, 2017

ACCT NO:	ACCOUNT DESCRIPTION:	BEGINNING BALANCE	REDISTRIB' & ADJUSTMS:	RECEIPTS:	TRANSFERS IN:	DISBURSEMENTS	TRANSFERS OUT:	COMMISSIONS TRANSFERS	ENDING BALANCE:
23000.000	DUE TO STATE OF TENNESSEE	\$0.00	\$52,924.49	\$1,200,882.51	\$0.00	(\$1,188,861.41)	\$0.00	(\$64,945.59)	\$0.00
24000.000	DUE TO COUNTY TRUSTEE	\$0.00	\$277,589.27	\$2,145,959.35	\$0.00	(\$2,298,241.32)	\$0.00	(\$125,307.30)	\$0.00
25000.000	DUE TO CITY OF CLARKSVILLE	\$0.00	\$8,152.87	\$98,199.13	\$0.00	(\$101,091.87)	\$0.00	(\$5,260.13)	\$0.00
26000.000	DUE TO LITIGANTS, HEIRS, & OTHERS	\$203,505.57	(\$170,727.08)	\$3,305,070.43	\$0.00	(\$3,082,508.32)	\$0.00	\$0.00	\$255,340.60
29900.000	CLERKS FEES & COMMISSIONS	\$800.00	\$194,927.68	\$1,800,786.84	\$0.00	(\$2,191,227.54)	\$0.00	\$195,513.02	\$800.00
<b>TOTAL:</b>		<b>\$204,305.57</b>	<b>\$362,867.23</b>	<b>\$8,550,898.26</b>	<b>\$0.00</b>	<b>(\$8,861,930.46)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$256,140.60</b>

**SUMMARY OF ASSETS: BEGINNING BALANCES**

CASH IN BANK: \$203,505.57  
CASH ON HAND: \$800.00

**TOTAL: \$204,305.57**

**SUMMARY OF ASSETS: ENDING BALANCES**

CASH IN BANK: \$255,340.60  
CASH ON HAND: \$800.00

**TOTAL: \$256,140.60**

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505  
AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE  
AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED  
JUNE 30, 2017

  
(SIGNATURE) \_\_\_\_\_  
Cheryl J. Castle  
MONTGOMERY COUNTY CIRCUIT COURT CLERK

  
DATE: \_\_\_\_\_

**MONTGOMERY COUNTY, TENNESSEE  
OFFICE OF JUVENILE COURT  
FOR THE YEAR ENDED JUNE 30, 2017**

RUN DATE: JUNE 30, 2017

ACCT NO:	ACCOUNT DESCRIPTION:	BEGINNING BALANCE	REDISTRIB' & ADJUSTMS:	RECEIPTS:	TRANSFERS IN:	DISBURSEMENTS	TRANSFERS OUT:	COMMISSIONS TRANSFERS	ENDING BALANCE:
23000.000	DUE TO STATE OF TENNESSEE	\$0.00	\$1,091.14	\$22,426.36	\$0.00	(\$22,397.74)	\$0.00	(\$1,119.76)	\$0.00
24000.000	DUE TO COUNTY TRUSTEE	\$0.00	\$4,595.94	\$77,556.42	\$0.00	(\$78,316.08)	\$0.00	(\$3,836.28)	\$0.00
24000.001	DUE TO COUNTY TRUSTEE(ROSS&MCCLAIN)	\$0.00	\$2,060.25	\$40,050.00	\$0.00	(\$40,566.60)	\$0.00	(\$1,543.65)	\$0.00
26000.000	DUE TO LITIGANTS, HEIRS, & OTHERS	\$4,017.65	(\$1,295.46)	\$89,128.60	\$0.00	(\$91,144.60)	\$0.00	(\$139.44)	\$566.75
29900.000	CLERKS FEES & COMMISSIONS	\$300.00	\$9,245.12	\$125,651.79	\$0.00	(\$141,536.04)	\$0.00	\$6,639.13	\$300.00
<b>TOTAL:</b>		<b>\$4,317.65</b>	<b>\$15,696.99</b>	<b>\$354,813.17</b>	<b>\$0.00</b>	<b>(\$373,961.06)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$866.75</b>

**SUMMARY OF ASSETS: BEGINNING BALANCES**

CASH IN BANK: \$4,017.65  
CASH ON HAND: \$300.00

**TOTAL: \$4,317.65**

**SUMMARY OF ASSETS: ENDING BALANCES**

CASH IN BANK: \$566.75  
CASH ON HAND: \$300.00

**TOTAL: \$866.75**

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505  
AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE  
AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED  
JUNE 30, 2017

  
(SIGNATURE)  
Cheryl J. Castle  
MONTGOMERY COUNTY CIRCUIT COURT CLERK

DATE: 7/18/17

MONTGOMERY COUNTY, TN.  
FUND 905 CHANCERY COURT

PAGE: 1

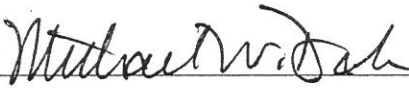
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		FOR THE YEAR ENDED JUNE 2017							
ACCOUNT NO.	ACCOUNT DESCRIPTION	BEGINNING BALANCE	REDISTRIB- & ADJUSTMENTS	RECEIPTS	TRANSFERS IN	DISBURSEMENTS	TRANSFERS OUT	COMMISSION TRANSFERS	ENDING BALANCE
23000	DUE TO STATE OF TENNESSEE	\$ .00	\$ .00	\$34,062.50	\$ .00	\$31,765.03	\$ .00	\$2,297.47	\$ .00
24000	DUE TO COUNTY TRUSTEE	\$ .00	\$ .00	\$122,405.00	\$ .00	\$114,551.14	\$ .00	\$7,853.86	\$ .00
26000	DUE TO LITIGANTS, HEIRS & OTHERS	\$3,875,004.01	\$ .00	\$5,900,929.41	\$ .00	\$5,651,226.97	\$ .00	\$ .00	\$4,124,706.45
29900	CLERKS FEES & COMMISSIONS	\$ .00	\$ .00	\$418,118.70	\$ .00	\$428,270.03	\$ .00	\$10,151.33	\$ .00
44170	MISCELLANEOUS REFUNDS	\$ .00	\$ .00	\$1,088.22	\$ .00	\$1,088.22	\$ .00	\$ .00	\$ .00
TOTAL ALL ACCOUNTS		\$3,875,004.01	\$ .00	\$6,476,603.83	\$ .00	\$6,226,901.39	\$ .00	\$ .00	\$4,124,706.45

SUMMARY OF ASSETS:

CASH ON HAND	\$875.00	\$875.00
CASH IN BANK	\$1,011,537.85	\$688,250.42
CASH WITH TRUSTEE	\$2,862,591.16	\$3,435,581.03
	\$3,875,004.01	\$4,124,706.45

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 5-8-505 AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE YEAR ENDED JUNE 2017

  
(SIGNATURE)

07/12/2017  
DATE:

MICHAEL W. DALE  
MONTGOMERY COUNTY CLERK AND MASTER



MONTGOMERY COUNTY CLERK  
GENERAL LEDGER - FINANCIAL REPORT  
YEAR FORMAT  
FISCAL YEAR 2017 - PERIOD ENDING 06/30/2017

MONTGOMERY COUNTY CLERK  
FILED: 7-10-17 (4:32 pm)  
BY: Verena Cottrell/co

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
SUMMARY OF ASSETS:									
	CASH ON HAND	9,000.00							9,000.00
	CASH IN BANK	-135,388.85							-205,436.67
	F & M BANK CREDIT CARD	.00							.00
	GAME AND FISH F&M ACCT	330.00							1,516.00
	CERTIFICATE OF DEPOSIT	.00							.00
	FT CAMPBELL FEDERAL CREDIT	.00							.00
	CREDIT CARD	133,616.92							205,005.92
	BAD CHECK ACCOUNT	2,448.18							1,152.75
	TITLE GIFT VOUCHER	.00							.00
	RENEWAL GIFT VOUCHER	.00							.00
*** TOTAL ***		10,006.25							11,238.00

THIS REPORT IS SUBMITTED IN ACCORDANCE WITH REQUIREMENTS OF SECTION 5-8-505, AND/OR 67-5-1902, TENNESSEE CODE ANNOTATED, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ACCURATELY REFLECTS TRANSACTIONS OF THIS OFFICE FOR THE PERIOD ENDING JUNE 30, 2017.

Kellie A. Jackson                      7/10/17  
(Signature)                                      (Date)  
County Clerk  
(Title)

This report is to be filed with the County Executive and County Clerk.

MONTGOMERY COUNTY CLERK  
GENERAL LEDGER - FINANCIAL REPORT  
YEAR FORMAT  
FISCAL YEAR 2017 - PERIOD ENDING 06/30/2017

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
21000	CURRENT LIABILITIES								
	*** SUB-TOTAL ***	.00	.00	.00	.00	.00	.00	.00	.00
22000	OTHER LIABILITIES								
22000	INTEREST FROM BANK	.00	-15,677.19	.00	15,677.19	.00	.00	.00	.00
22100	BUSINESS TAX REVENUE/GROSS REC	.00	.00	.00	.00	.00	.00	.00	.00
22101	BUSINESS TAX INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22102	BUSINESS TAX PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22103	BUSINESS TAX ADJUSTMENTS	.00	.00	.00	.00	.00	.00	.00	.00
22104	OVERPAYMENT OF BUSINESS TAX	.00	.00	.00	.00	.00	.00	.00	.00
22500	BUSINESS TAX - STATE GROSS	.00	.00	.00	.00	.00	.00	.00	.00
22501	BUSINESS TAX - STATE INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
22502	BUSINESS TAX - STATE PENALTY	.00	.00	.00	.00	.00	.00	.00	.00
22503	BUSINESS TAX - STATE ADJUSTS	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	-15,677.19	.00	15,677.19	.00	.00	.00	.00
23000	DUE TO STATE OF TENNESSEE								
23110	BUSINESS TAX DUE STATE	.00	.00	.00	.00	.00	.00	.00	.00
23130	STATE SALES TAX - AUTO	.00	.00	5,047,445.25	4,795,072.98	252,372.27	.00	.00	.00
23131	STATE SALES TAX - LOCAL	.00	.00	352,496.05	334,871.25	17,624.80	.00	.00	.00
23132	SALES TAX - BOAT	.00	.00	208,157.04	197,749.20	10,407.84	.00	.00	.00
23133	SALES TAX - BOAT - LOCAL	.00	.00	23,508.12	22,332.72	1,175.40	.00	.00	.00
23134	AUTO - STATE SINGLE ARTICLE	.00	.00	226,615.40	215,284.62	11,330.78	.00	.00	.00
23135	BOAT - STATE SINGLE ARTICLE	.00	.00	11,828.97	11,237.55	591.42	.00	.00	.00
23145	MFG HOMES INSTALLATION PERMIT	.00	.00	3,071.00	3,071.00	.00	.00	.00	.00
23150	MARRIAGE LICENSE - STATE	.00	.00	32,790.00	31,150.50	1,639.50	.00	.00	.00
23151	STATE PREMARTIAL TRAINING	.00	.00	114,060.00	114,060.00	.00	.00	.00	.00
23160	MVD - STATE REGISTRATIONS	.00	.00	1,637,498.63	1,637,498.63	.00	.00	.00	.00
23165	MVD - RENEWALS	.00	-21.50	3,195,529.30	3,195,550.80	.00	.00	.00	.00
23168	Electric Vehicle Fee	.00	.00	.00	.00	.00	.00	.00	.00
23170	MVD - TITLE APPL - STATE	.00	.00	652,667.50	652,667.50	.00	.00	.00	.00
23175	RETIREMENT	.00	.00	.00	.00	.00	.00	.00	.00
23210	GAME & FISH	.00	5,814.00	5,913.00	.00	.00	.00	.00	-99.00
23300	NOTARY COMMISSION	-220.00	.00	2,643.00	2,633.00	.00	.00	.00	-230.00
23900	BOAT REG	-330.00	14,349.00	15,436.00	.00	.00	.00	.00	-1,417.00
	*** SUB-TOTAL ***	-550.00	20,141.50	11,529,659.26	11,213,179.75	295,142.01	.00	.00	-1,746.00
24000	DUE TO COUNTY TRUSTEE								
24110	BUSINESS TAX DUE COUNTY	.00	.00	838.00	796.10	41.90	.00	.00	.00
24120	WHOLESALE BEER	.00	.00	361,087.13	343,032.77	18,054.36	.00	.00	.00
24130	WHEEL TAX	.00	60.00	4,470,419.56	4,470,359.56	.00	.00	.00	.00
24210	MARRIAGE LICENSE - COUNTY	.00	.00	21,860.00	20,767.00	1,093.00	.00	.00	.00
24225	LIQUOR PRIVILEGE TAX	.00	.00	1,000.00	950.00	50.00	.00	.00	.00
24295	RACETRACK LICENSE	.00	.00	100.00	100.00	.00	.00	.00	.00
24296	Racetrack Renewal Fee	.00	.00	.00	.00	.00	.00	.00	.00
24310	COUNTY FINES	.00	.00	.00	.00	.00	.00	.00	.00

ACCT	DESCRIPTION	BEGINNING BALANCE	GENERAL	RECEIPTS	DISBURSEMENTS	COMMISSIONS	TRANSFERS IN	TRANSFERS OUT	ENDING BALANCE
24360	OFFICER'S COST	.00	.00	.00	.00	.00	.00	.00	.00
24430	TITLES FEES FROM STATE	.00	-124,148.00	.00	124,148.00	.00	.00	.00	.00
24440	INTEREST	.00	.00	.00	.00	.00	.00	.00	.00
24490	POSTAGE	.00	.00	80,966.21	80,966.21	.00	.00	.00	.00
24492	HELPING SCHOOLS TAG	.00	.00	775.00	775.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	.00	-124,088.00	4,937,045.90	5,041,894.64	19,239.26	.00	.00	.00
26000	DUE TO LITIGANTS, HEIRS, & OTHERS								
26315	ORGAN DONOR	.00	-2.16	23,271.98	23,274.14	.00	.00	.00	.00
26401	CREDIT CARD FEES - BIS	.00	.00	48,345.75	48,345.75	.00	.00	.00	.00
26405	CREDIT CARD - BANK	.00	.00	125,342.49	125,342.49	.00	.00	.00	.00
26910	PASSPORTS APPLICATIONS	.00	.00	.00	.00	.00	.00	.00	.00
26920	NOTARY	-456.25	-20.50	5,986.00	5,970.75	.00	.00	.00	-492.00
26930	BEER APPLICATIONS TO NEWSPAPER	.00	.00	.00	.00	.00	.00	.00	.00
26950	EXPRESS MAIL	.00	.00	13,159.50	13,159.50	.00	.00	.00	.00
26991	OVERPAYMENT REFUND	.00	.00	.00	.00	.00	.00	.00	.00
26999	RETURN CHECKS	.00	.00	.00	.00	.00	.00	.00	.00
	*** SUB-TOTAL ***	-456.25	-22.66	216,105.72	216,092.63	.00	.00	.00	-492.00
29900	FEE & COMMISSION ACCOUNT								
29900	CLERK'S MISC FEES	-9,000.00	-240,018.32	1,119,360.93	1,673,760.52	-314,381.27	.00	.00	-9,000.00
29901	OVER AND SHORT	.00	-1,763.63	1,481.63	282.00	.00	.00	.00	.00
29905	CLERKS BAD CHECK ACCOUNT	.00	.00	.00	.00	.00	.00	.00	.00
29910	COMPUTER CLERK FEE	.00	-14,646.00	4,575.00	19,221.00	.00	.00	.00	.00
29915	ARCHIVE FEES	.00	.00	341,780.00	341,780.00	.00	.00	.00	.00
29916	TITLE FEES CLERK-SCAN-INTERNET	.00	-26,925.90	.00	26,925.90	.00	.00	.00	.00
	*** SUB-TOTAL ***	-9,000.00	-283,353.85	1,464,234.30	2,061,969.42	-314,381.27	.00	.00	-9,000.00
***	TOTAL ***	-10,006.25	-403,000.20	18,147,045.18	18,548,813.63	.00	.00	.00	-11,238.00



**Montgomery County Government**  
**Building and Codes Department**

Phone  
931-648-5718

350 Pageant Lane Suite 309  
Clarksville, TN 37040

Fax  
931-553-5121

**Memorandum**

**TO:** Jim Durrett, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** August 1, 2017  
**SUBJ:** July 2017 PERMIT REVENUE REPORT

---

The number of permits issued in July 2017 is as follows: Building Permits 84, Grading Permits 1, Mechanical Permits 59, and Plumbing Permits 18 for a total of 162 permits.

The total cost of construction was \$12,175,860.00. The revenue is as follows: Building Permits \$56,476, Grading Permits \$2,120.00, Plumbing Permits \$1,750.00, Mechanical Permits: \$5,810.00 Plans Review \$8,510.70, BZA \$250.00, Re-Inspections \$600.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in July 2017 was \$75,516.70.

**FISCAL YEAR 2017/2018 TOTALS TO DATE:**

NUMBER OF SINGLE FAMILY PERMITS:	60
COST OF CONSTRUCTION:	\$12,175,860.00
NUMBER OF BUILDING PERMITS:	84
NUMBER OF PLUMBING PERMITS:	18
NUMBER OF MECHANICAL PERMITS:	59
NUMBER OF GRADING PERMITS:	1
BUILDING PERMITS REVENUE:	\$56,476.00
PLUMBING PERMIT REVENUE:	\$1,750.00
MECHANICAL PERMIT REVENUE:	\$5,810.00
GRADING PERMIT REVENUE:	\$2,120.00
RENEWAL FEES:	\$0.00
PLANS REVIEW FEES:	\$8,510.70
BZA FEES:	\$250.00
RE-INSPECTION FEES:	\$600.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$0.00
MISCELLANEOUS FEES:	\$0.00
MISC REFUNDS	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$75,516.70



**JULY 2017 GROUND WATER PROTECTION**

The number of septic applications received for July 2017 was 29 with total revenue received for the county was \$0.00 (State received \$16,715.00).

The lease agreement beginning on July 1, 2016-July 30, 2017 was agreed upon between the County and State.

The number of Septic Tank Disclosure requests for July 2017. **\*\*Effective December 16, 2008 Ground Water Protection no longer provides this service.\*\***

**FISCAL YEAR 2017/2018 TOTALS TO DATE:**

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	29
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$16,715.00)	\$0.00
 TOTAL REVENUE:	 \$75,516.70

RS/bf

cc: Jim Durrett, County Mayor  
Jeff Taylor, Accounts and Budgets  
Kellie Jackson, County Clerk



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**Building and Codes Department**

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Clarksville, TN 37040

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931-553-5121

**Memorandum**

**TO:** Jim Durrett, County Mayor  
**FROM:** Rod Streeter, Building Commissioner *RS*  
**DATE:** August 1, 2017  
**SUBJ:** July 2017 ADEQUATE FACILITIES TAX REPORT

---

The total number of receipts issued in July 2017 is as follows: City 69 and County 73 for a total of 142.

There were 110 receipts issued on single-family dwellings, 7 receipts issued on multi-family dwellings with a total of 37 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There was 1 exemption receipt issued.

The total taxes received for July 2017 was \$91,500.00

The total refunds issued for July 2017 was \$0.00.

Total Adequate Facilities Tax Revenue for July 2017 was \$91,500.00

**FISCAL YEAR 2017/2018 TOTALS TO DATE:**

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	69
	County:	73
	Total:	142
TOTAL REFUNDS:		\$0.00
TOTAL TAXES RECEIVED:		\$91,500.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	12	12
SINGLE-FAMILY DWELLINGS:	49	61	110
MULTI-FAMILY DWELLINGS (7 Receipts):	37	0	37
CONDOMINIUMS: (12 Receipts)	12	0	12
TOWNHOUSES:	0	0	0
EXEMPTIONS: (1 Receipts)	1	0	1
REFUNDS ISSUED: (0 Receipt)	(0)	(0)	(0)

RS/bf

cc: Jim Durrett, County Mayor  
Jeff Taylor, Accounts and Budgets  
Kellie Jackson, County Clerk



## Capital Projects – August 2017 – Construction Update Report

### Courts Center Renovation

**Architect/Designer:** Rufus Johnson Associates  
**General Contractor:** Codell Construction  
**Project Status:** Construction  
**Contract Date:** 04/13/2016  
**Contract Completion Date:** 08/23/2018  
**Budget:** \$8,834,848  
**Current Contract Amount:** \$648,048.28 Design - \$8,113,182 Construction  
**Percentage Complete:** 15% Construction  
**Comments:**

- Roofing work is ongoing and is expected to be completed in November.
- Window and masonry exterior repairs is nearing completion on the South side of building.
- Metal door frames stud walls are complete on the 3<sup>rd</sup> floor with sheetrock installation starting.
- The door rekeying project has been completed for the entire Courts Complex.





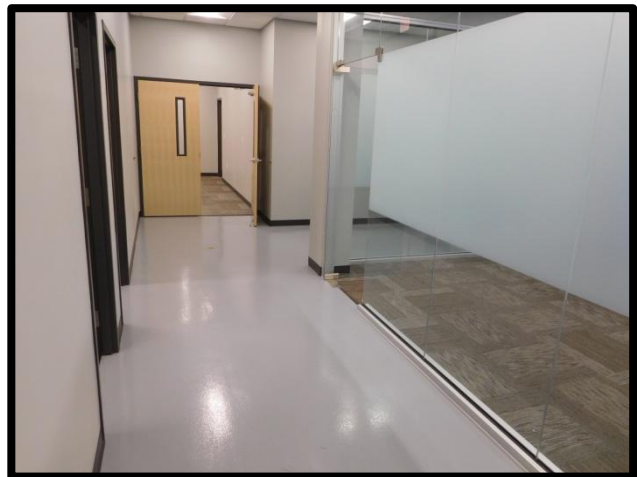
Capital Projects – August 2017 – Construction Update Report

**I.T./Flex Space Renovation at Veterans Plaza**

**Architect/Designer:** Lyle Cook Martin Architects  
**General Contractor:** Pride Concrete  
**Project Status:** Completed  
**Contract Date:** 11/8/2016  
**Contract Completion Date:** 6/19/2017  
**Budget:** \$880,000  
**Current Contract Amount:** \$755,992.44 (Renovation), \$17,066 (Fire protection), \$74,000 (Design)  
**Percentage Complete:** 100%

**Comments:**

- Work has been completed and I.T. has now moved into their new office space.
- This project will be removed from future reports.





## Capital Projects – August 2017 – Construction Update Report

### Lafayette Road Widening

**Architect/Designer:** Gresham, Smith & Partners

**General Contractor:** TBD

**Project Status:** Right of Way Design Plans

**Contract Date:** TBD

**Contract Completion Date:** TBD

**Budget:** \$2,500,000

**Current Contract Amount:** TBD

**Percentage Complete:** 0%

**Comments:**

- Design plans have been completed and submitted for approximately 2 months. Awaiting approval from TDOT to move into the Right of Way acquisition phase of the project.





Capital Projects – August 2017 – Construction Update Report

**Oakland Road Realignment**

**Architect/Designer:** Neel Schaffer  
**General Contractor:** Jones Brothers  
**Project Status:** Construction  
**Contract Date:** December 2016  
**Contract Completion Date:** June 30, 2018  
**Budget:** \$3,825,000  
**Current Contract Amount:** \$1,389,271 (Construction) (ROW costs not yet finalized)  
**Percentage Complete:** 80%  
**Comments:**

- The Oakland Road Realignment section of this project has been fast tracked after the closure of this segment of the roadway.
- Estimated completion date is summer 2018 for the entire project and crews are hopeful to have Oakland Road open this week for the start of school.
- Base stone and asphalt installation is nearing completion. Stop signal work will be ongoing.



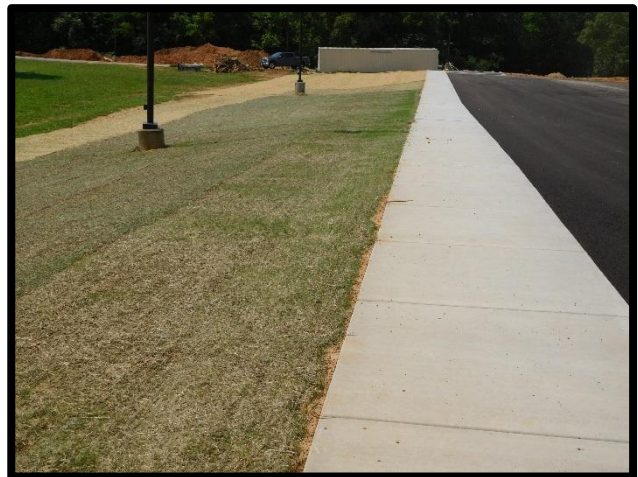
Capital Projects – August 2017 – Construction Update Report

**Rotary Park Parking Improvements**

**Architect/Designer:** Moore Design  
**General Contractor:** Carter Douglas Company  
**Project Status:** In Construction  
**Contract Date:** 3/15/2017  
**Contract Completion Date:** 9/23/2017  
**Budget:** \$780,036  
**Current Contract Amount:** \$756,032  
**Percentage Complete:** 35%

**Comments:**

- Phase I has been completed with the addition of a new parking lot and associated sidewalks at the back of the park.
- Phase II areas have been closed to the public and grading and roadway widening is ongoing.
- A new water line is being installed as well as improved rip-rap ditches and drainage structures.
- Additional sidewalks will be added in Phase II for better park connectivity.







## Capital Projects – August 2017 – Construction Update Report

### EMS Station 31

**Architect/Designer:** Violette Architecture  
**General Contractor:** Leon Ross Construction  
**Project Status:** In Construction  
**Contract Date:** 08/18/2016  
**Contract Completion Date:** 06/16/2017  
**Budget:** \$1,450,000  
**Current Contract Amount:** \$1,334,237 (Construction) \$75,221 (Design)  
**Percentage Complete:** 100%

**Comments:**

- The project has been completed.
- Additional grass stabilization will occur this fall.
- Crews will begin to operate out of the facility once phones and communication devices become active.



Capital Projects – August 2017 – Construction Update Report

**Civic Plaza - Construction**

**Architect/Designer:** Hodgson Douglas  
**General Contractor:** B.R. Miller & Company  
**Project Status:** Construction  
**Contract Date:** 12/22/2016  
**Contract Completion Date:** 12/1/2017  
**Budget:** \$3,980,102 + (439,031 added for underground utilities)  
**Current Contract Amount:** \$439,031 (Underground Utilities) \$4,194,641.09 (Construction)  
**Percentage Complete:** 50%  
**Comments:** Pre-Const. Costs = \$2,019,898 (Land: \$1,212,713, Design: \$507,285, Demo: \$305,860)

- Site work is ongoing.
- Masonry work for retaining walls is ongoing.
- Steel installation on main pavilion is nearing completion. Beginning on roof structure.
- Plumbing and underground work for water feature is ongoing.



Capital Projects – August 2017 – Construction Update Report

**Siemens Performance Based Energy Project**

**Architect/Designer:** Siemens  
**General Contractor:** Siemens  
**Project Status:** Construction Phase  
**Contract Date:** 9/20/16  
**Contract Completion Date:** TBD  
**Budget:** \$5,104,424  
**Current Contract Amount:** \$5,083,170  
**Percentage Complete:** 98%

**Comments:**

- System controls and metering device installation has been completed.
- Crews are testing and balancing all air handlers that were addressed in this project.
- Project is nearing completion.



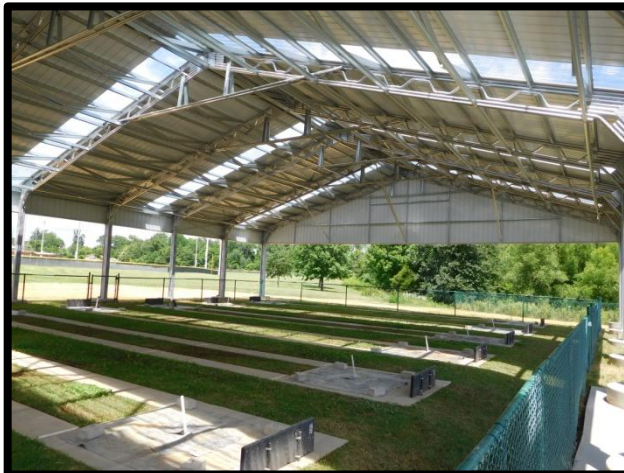


Capital Projects – August 2017 – Construction Update Report

**Civitan Park Horseshoe Pit Pavilion**

**Architect/Designer:** Contractor Design/Build  
**General Contractor:** Triple S Construction  
**Project Status:** Construction  
**Contract Date:** 2/14/2017  
**Contract Completion Date:** 5/28/2017  
**Budget:** \$100,000  
**Current Contract Amount:** \$99,984.55  
**Percentage Complete:** 100%  
**Comments:**

- Project has been completed.





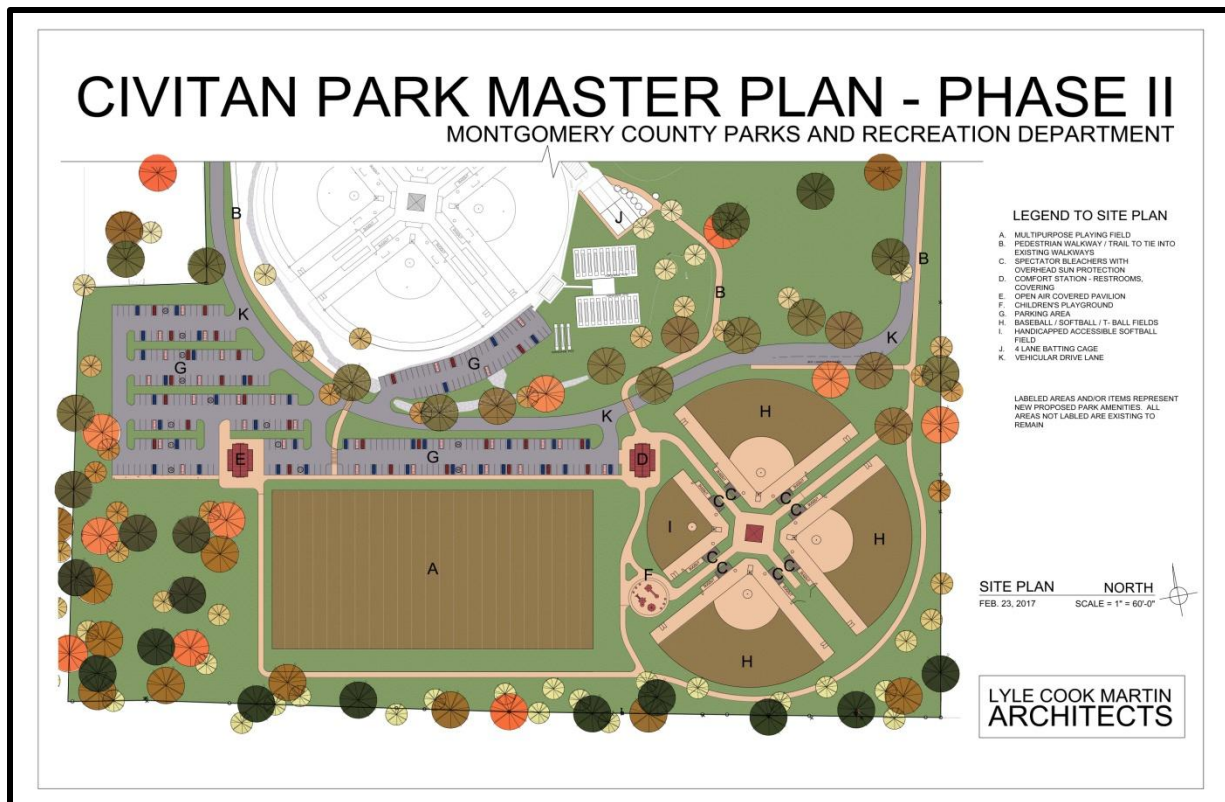
## Capital Projects – August 2017 – Construction Update Report

### Civitan Park Phase II

**Architect/Designer:** Lyle Cook Martin Architects  
**General Contractor:** TBD  
**Project Status:** Design  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** \$ 300,000 (Design) \$ 6,056,126 (Construction)  
**Current Contract Amount:** TBD  
**Percentage Complete:** 40%

**Comments:**

- Public input meetings were held in 2014.
- Phase II addresses approximately 25 acres of land adjacent to the current Civitan Park in the St. Bethlehem area of Clarksville.
- The expansion includes a large multipurpose field, an ADA accessible baseball field, additional Little League baseball fields, additional parking, and pavilions and restrooms.
- Design plans are currently being developed. Working toward a bid release in early 2018.





## Capital Projects – August 2017 – Construction Update Report

### Historic Courthouse 4<sup>th</sup> Floor Build Out

**Architect/Designer:** Montgomery County Engineering

**General Contractor:** ViViD1 Builders

**Project Status:** Construction

**Contract Date:** 4/7/2017

**Contract Completion Date:** 9/28/2017

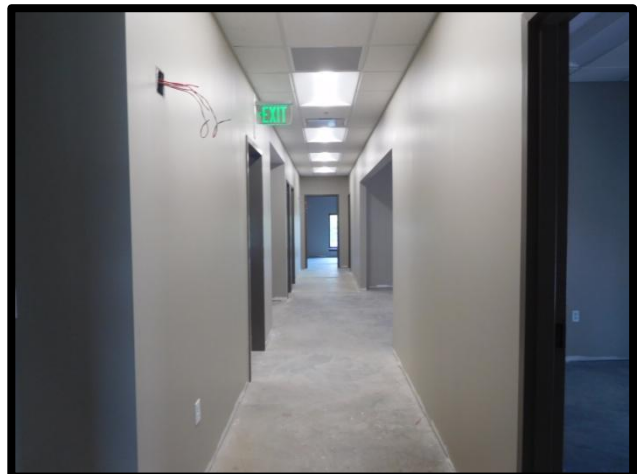
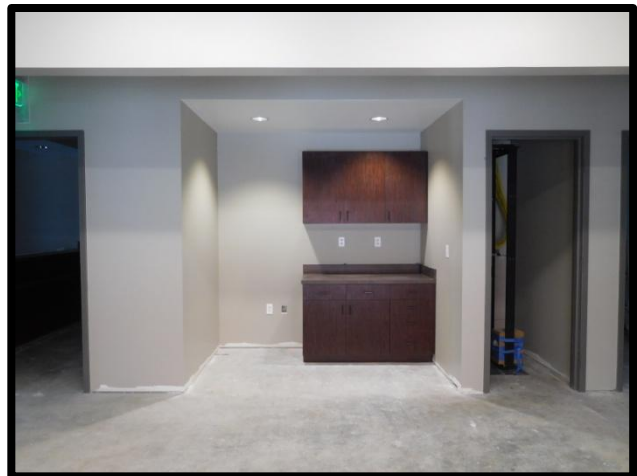
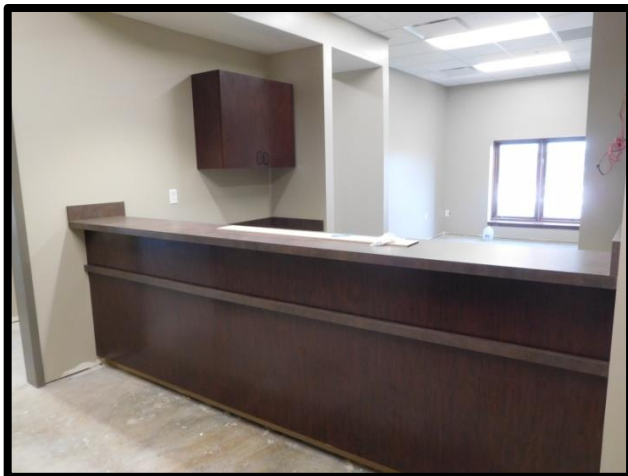
**Budget:** \$300,000 (Construction)

**Current Contract Amount:** \$277,234.35

**Percentage Complete:** 85%

**Comments:**

- Project includes the build out of a portion of the 4<sup>th</sup> floor for the relocation of the Engineering Department.
- Existing Engineering office suite on the 1<sup>st</sup> floor is being evaluated for a larger Training room or will possibly be left in its current configuration for additional office space.
- Project is expected to be fully complete by the end of August.



## Capital Projects – August 2017 – Construction Update Report

### Fredonia Community Center

**Architect/Designer:** Lyle Cook Martin  
**General Contractor:** TBD  
**Project Status:** Schematic Design  
**Contract Date:** TBD  
**Contract Completion Date:** TBD  
**Budget:** TBD  
**Current Contract Amount:** TBD  
**Percentage Complete:** 20% Schematic  
**Comments:**

- Design progress has remained unchanged for a period of time due to other ongoing projects and designs. Work is still in the Schematic Design phase.

### FREDONIA SCHOOL HOUSE & COMMUNITY CENTER CAMPUS MASTER PLAN



**SITE PLAN**

JANUARY 4, 2017

- A. EXISTING SCHOOL HOUSE AND IMMEDIATE GROUNDS TO BECOME THE NEW FREDONIA COMMUNITY CENTER, 25 PARKING SPOTS
- B. NEW OUTDOOR STAGE AND PERFORMANCE AREA
- C. NEW RESTROOM PAVILION SERVING COMMUNITY CENTER & DUAL SUNSHOWER RECEPTACLES
- D. NEW RESTROOMS AND PARK MAINTENANCE SHOP / STORAGE FOR PARK EQUIPMENT - RENOVATED SPACE
- E. SIGNAGE FOR PARK
- F. 130 NEW PARKING SPACES
- G. RELOCATED HISTORIC DOC MACON OFFICE
- H. NEW OUTDOOR FENCED-IN BASKETBALL COURT
- I. NEW BASEBALL / SOFTBALL FIELD
- J. MULTIPURPOSE PLAYING FIELD
- K. NEW PUTT PUTT GOLF COURSE
- L. OPEN AIR COMMUNITY PAVILION
- M. NEW CHILDREN'S PLAYGROUND
- N. EXISTING POND TO BE IMPROVED
- O. NEW PEDESTRIAN WALKING TRAIL WITH PARK BENCH RESTING NODES AT DESIGNATED AREAS

**LYLE+COOK+MARTIN**  
 ARCHITECTS  
 810 Franklin Street / Clarksville, TN 37040  
 TEL 931.533.4271 / FAX 931.533.4272 / lmartin@lylecookmartin.com

FREDONIA SCHOOL HOUSE  
 COMMUNITY CENTER MASTER PLAN  
 FREDONIA, TENNESSEE  
 PROPOSED SITE PLAN

1157  
 01.04.16  
 BAM

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MONTGOMERY COUNTY PARKS AND RECREATION DEPARTMENT